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 June 21, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 17th day of June, 2022, prior to 10:00 a.m.

I. Call Meeting to Order

II. Approval of Minutes

- 1. City Council Workshop Meeting Minutes May 16, 2022. ~ *Jennifer Holm, City Secretary*
- 2. City Council Special Meeting Minutes May 17, 2022. ~ Jennifer Holm, City Secretary
- 3. City Council Regular Meeting Minutes May 17, 2022. ~ *Jennifer Holm, City Secretary*
- 4. City Council Special Meeting Minutes June 7, 2022. ~ Jennifer Holm, City Secretary

III. Citizen Comment Period with City Council

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

IV. Agenda Order

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

V. Presentation

- 6. Juneteenth proclamation. ~ *Dex Ellison, Council Member*
- 7. Presentation of Graduates of the 2022 Team Kyle Academy. ~ James R. Earp, Assistant City Manager
- 8. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - Budget Workshops
 - Boards and Commissions Openings
 - James Adkins Pool Public Swim Day June 24
 - July is Parks and Recreation Month
 - 2022 Independence Day Fireworks Show July 4
 - Pie in the Sky Day Celebration Sept. 3
 - State of the City June 28
 - Summer Reading Program
 - New Employees
- 9. CIP/Road Projects and Consent Agenda Presentation. ~ *Leon Barba, P.E., City Engineer*

VI. Consent Agenda

- Approve the submittal of a Section 319(h) Nonpoint Source (NPS) Grant Program application to the TCEQ to fund a water quality improvement project. The grant has a 60/40 match which would require a city match of ~\$140,000.00 over 3 years if awarded. ~ *Kathy Roecker, Stormwater Management Plan* Administrator
- 11. Approve Amendment #1 to Task Order No. 2 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$6,170.00, increasing the total contract amount not to exceed \$60,580.00 for additional design revisions for the Downtown Electrical Relocation Project. ~ *Leon Barba, P.E., City Engineer*
- 12. *(Second Reading)* An ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the city of Kyle, Texas for the transportation, distribution and/or sale of gas to customers and the public in the city; defining the words and phrases therein; providing for assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the city of Kyle; providing for conditions of the franchise; providing for conditions of the franchise; providing for conditions of the franchise; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part

thereof; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication and prescribing an effective date. ~ *Jerry Hendrix, Assistant City Manager*

City Council voted 6-0 to approve on first reading on 6/7/2022.

- 13. Approve a resolution of the City Council of the City of Kyle, Texas accepting the Casetta Ranch Section 3 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. Approve a resolution of the City Council of the City of Kyle, Texas accepting the Brooks Ranch Phase 2 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*
- 15. Authorize award and execution of a contract with BURGESS &NIPLE, INC., Austin, Texas in an amount not to exceed \$16,450.00 for providing water distribution modeling for the Kyle Marketplace Development. ~ *Leon Barba*, *P.E., City Engineer*
- 16. Approve ECS contract for Testing at Public Safety Center in the amount of \$25,200.00 to perform the necessary Air Barrier Testing that is called out in the specifications to be provided by owner. ~ *David Harding, AG|CM*
- 17. Approve the construction contract agreement between the City of Kyle and TEXAS REALTY/RETAIL PARTNERS, INC., (Developer), in order for the City to reimburse the Developer per the agreement up to a maximum amount not to exceed \$693,796.95 which includes a five (5) percent contingency for the construction of the Center Street Wastewater Phase I improvements. ~ *Leon Barba, P.E., City Engineer*
- Approve Brick and Mortar Phase 1B Site Plan (SD-22-0136) 8.72 acres; 2 lots located at the intersection of Benner and Jack Ryan. ~ *Amber Lewis, Assistant City Manager*

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

- Authorize award and execution of a Purchase Order to Solid Border in an amount not to exceed \$165,174.00 for the purchase of IT networking equipment for the new Kyle Public Safety Center. ~ Matt Dawson, Director Information Technology
- 20. Ratify emergency pump repairs to reclaimed water effluent pump #1 at the Wastewater Treatment Plant, in an amount not to exceed \$18,604.53 payable to AUSTIN ARMATURE WORKS, LP, Buda Texas. ~ *Harper Wilder, Director of Public Works*

21. In compliance with Ordinance No. 566, the Library Services Department is requesting the City Council to declare all furniture and associated equipment identified by attached photographs as salvage or junk property and authorize the disposal of said city property as appropriate by the department. ~ *Paul Phelan, Director of Library Services*

VII. Items Pulled from Consent Agenda

VIII.Consider and Possible Action

- 22. Consideration and approval of a resolution of the City Council of the City of Kyle, Texas, Authorizing the acceptance of certain revenues in the tax increment fund from Tax Increment Reinvestment Zone Number Two, City of Kyle, Texas to pay certain project costs, including projects to be financed by the City through the issuance of Certificates of Obligation; Agreeing to be reimbursed by TIRZ #2 for all annual debt service payments on the Certificates of Obligation until their stated maturity or prior redemption; Making findings of fact; and Other matters in connection therewith. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*
- 23. Consideration and approval of a resolution approving the City's plan of finance pertaining to the contemplated issuance of obligations to be designated as "City of Kyle, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2022"; Authorizing City staff and the City's financial advisor and bond counsel to proceed with this plan of finance; and Authorizing other matters related to the foregoing. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*
- 24. Consideration and approval of a resolution approving the City's plan of finance pertaining to the contemplated issuance of obligations to be designated as "City of Kyle, Texas General Obligation Bonds, Series 2022"; Authorizing City staff and the City's financial advisor and bond counsel to proceed with this plan of finance; and Authorizing other matters related to the foregoing. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*
- 25. 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*
- 26. Consider and possible action on a proposal from Verdunity, Inc. for Professional Services for the Comprehensive Plan Update and to authorize the City Manager to execute a contract in an amount not to exceed \$300,000.00. ~ *Amber Lewis, Assistant City Manager*
- 27. (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 5.4 acres of land from Agriculture 'A' to 'R-1-T' (Residential Townhouse 1) and approximately 4.6 acres 'RS' (Retail Services) for property located at 951 Windy Hill Road in Hays County, Texas. (Everardo Rosales - Z-22-0098) ~ *Amber Lewis, Assistant City*

Manager

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

- Public Hearing
- 28. (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 32.34 acres of land from Agriculture 'A' to Retail Service District 'RS' for property located at the north corner of E RR 150 & SH-21 in Hays County, Texas. (FM RD 812, LLC Z-22-0100) ~ *Amber Lewis, Assistant City Manager*

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

- Public Hearing
- 29. Consideration and possible action to approve PR-4 "Constant Technologies" addition at Public Safety Center in the amount of $1,109,678.03 \sim David$ Harding, AG|CM
- 30. Consideration and possible action to approve the addition of the Vybe Trail (Option 2) at Public Safety Center in an amount not to exceed \$340,000.00. \sim *David Harding, AG*|*CM*
- 31. Consider and possible action on a proposal from AG|CM Inc. for Project Management Services for the proposed 104 S. Burleson Building Project and to authorize the City Manager to execute a contract in an amount not to exceed \$211,152.00. ~ Amber Lewis, Assistant City Manager
- 32. Consider and possible action on a Public Improvement District Deposit Agreement by and between the City of Kyle, Texas and Meritage Homes of Texas, LLC (Limestone Creek). ~ *Amber Lewis, Assistant City Manager*
- 33. Consider and possible action on a Development Agreement by and between the City of Kyle, Texas and Meritage Homes of Texas, LLC (Limestone Creek). ~ Amber Lewis, Assistant City Manager
- 34. Consider and possible action on a Resolution of the City Council of the City of Kyle, Texas accepting a Petition for Creation of the Limestone Creek Public Improvement District; Setting a public hearing under Sec. 372.009 of the Texas Local Government Code on the advisability of the creation of the Limestone Creek Public Improvement District within the City of Kyle, Texas; and Authorizing the issuance of notice by the City Secretary of Kyle, Texas regarding the public hearing. ~ Amber Lewis, Assistant City Manager
- 35. Discussion and possible action regarding pay increases for seasonal pool staff with the purpose of providing residents with more public access to the city pool. ~ *Yvonne Flores-Cale, Council Member*

- 36. Grand Junction Trip Recap. ~ Daniela Parsley, Council Member; Dex Ellison, Council Member; and Robert Rizo, Mayor Pro Tem
- 37. Consider and possible action to host Kyle market dates on a weekly or biweekly basis all year round. Except when City events are taking place. ~ *Daniela Parsley, Council Member*
- 38. Discussion and general direction regarding logistics for selection of time capsule items for Heroes Memorial Park. ~ *Travis Mitchell, Mayor*
- 39. Consider and possible action to create an ordinance to prohibit political signs or partisan tents at any city events and clarify the city's existing political sign regulations. ~ *Daniela Parsley, Council Member*
- 40. Discussion and possible action regarding the creation of a city auditor position under financial department. ~ *Yvonne Flores-Cale, Council Member*
- 41. Discussion and possible action regarding all City policies, to include the process of keeping Council updated on any policy changes, in order to comply with Section 4.03b of the City's Charter. ~ *Yvonne Flores-Cale, Council Member*

IX. Executive Session

- 42. 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.
 - SouthWest Water Company Negotiation
 - 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Right of Way Acquisition
 - Veterans Drive property acquisition
 - 3. Personnel matters pursuant to Section 551.074.
 - 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project On the Tracks
- 43. 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

*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."



2022 0516 Workshop Minutes

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: City Council Workshop Meeting Minutes - May 16, 2022. ~ Jennifer Holm, City Secretary

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

2022 0516 DRAFT Workshop

WORKSHOP CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Workshop Session on May 16, 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 Scott Sellers, City Manager James Earp, Assistant City Manager Amber Lewis, Assistant City Manager Paige Saenz, City Attorney Grant Bowling, Video Production Specialist Jennifer Holm, City Secretary Perwez Moheet, Finance Director William Atkinson, Senior Planner

Jim Mattox Stephanie Leibe

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:02 p.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 7:02 p.m.

Jim Mattox spoke, stated that he is the owner of the Kyle Flea Market. He invited Council to meet with him about a resolution for the future of the Flea Market.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:04 p.m.

III. General Discussion

1. Presentation Regarding Tax Increment Reinvestment Zones and Public Improvement Districts. ~ *Stephanie Leibe, Partner, Norton Rose Fulbright US LLP*

No action was taken.

IV. Adjourn

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

With no further business to discuss, the City Council adjourned at 8:06 p.m.

City Council Workshop Meeting Minutes May 16, 2022 - Page 2 Kyle City Hall

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



2022 0517 Special Minutes

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - May 17, 2022. ~ Jennifer Holm, City Secretary

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

D 2022 0517 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on May 17, 2022 at Kyle City Hall with the following persons present:

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** Scott Sellers, City Manager Jerry Hendrix, Assistant City Manager Amber Lewis, Assistant City Manager Barbara Boulware, Assistant City Attorney Rachel Sonnier, Interim Communications Dir. Grant Bowling, Video Production Specialist Jennifer Holm, City Secretary Leon Barba, City Engineer Diana Torres, Economic Dev Director Perwez Moheet, Finance Director Matt Dawson, IT Director William Atkinson, Senior Planner Jeff Barnett, Chief of Police

I. Call Meeting to Order

Mayor Pro Tem Rizo called the meeting to order at 5:0[0] p.m. Mayor Pro Tem Rizo asked the city secretary to call roll.

Present were: 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. Mayor Mitchell was absent.

II. Citizen Comment Period with City Council

Mayor Pro Tem Rizo opened citizen comments at 5:01 p.m. With no one wishing to speak, Mayor Pro Tem Rizo closed citizen comments at 5:0[2] 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.
 - Communication protocol with city manager and city attorney
 - Woodmere Park Development Agreement

City Council Special Meeting Minutes May 17, 2022 - Page 2 Kyle City Hall

- Combined Emergency Communications Center
- Intersection at RM 150 and Silverado
- Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas
- ETJ Swap
- Cause No. 21-2336 John D. Ferrara vs. J. Scott Sellers, City Manager for the City of Kyle, Texas
- Stoddard Construction Contract
- 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
- 3. Personnel matters pursuant to Section 551.074.
- 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Fire Engine Red
 - Project French Lime

Council Member Parsley 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 - Communication protocol with city manager and city attorney, Woodmere Park Development Agreement, Combined Emergency Communications Center, Intersection at RM 150 and Silverado, Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas, ETJ Swap, Cause No. 21-2336 John D. Ferrara vs. J. Scott Sellers, City Manager for the City of Kyle, Texas, Stoddard Construction Contract; 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 Fire Engine Red, Project French Lime."

The City Council convened into executive session at 5:03 p.m.

2. Take action on items discussed in Executive Session.

Mayor Pro Tem Rizo called the meeting back to order at 7:02 p.m. Mayor Pro Tem Rizo announced that no action took place in Executive Session but action would be taken now on Item No. 3.

IV. Consider and Possible Action

3. Consider and possible action to approve a Chapter 380 agreement with Project Fire Engine Red. ~ *Diana Torres, Director of Economic Development*

Council Member Ellison moved to postpone a Chapter 380 agreement with Project Fire Engine Red to the next regularly scheduled council meeting. Council Member Parsley seconded the motion. Motion carried 6-0.

City Council Special Meeting Minutes May 17, 2022 - Page 3 Kyle City Hall

V. Adjourn

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

Travis Mitchell, Mayor

With no further business to discuss, the City Council adjourned at 7:03 p.m.

Attest:

Jennifer Holm, City Secretary



2022 0517 Regular Minutes

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: City Council Regular Meeting Minutes - May 17, 2022. ~ Jennifer Holm, City Secretary

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

D 2022 0517 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on May 17, 2022 at Kyle City Hall with the following persons present:

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** Scott Sellers, City Manager Jerry Hendrix, Assistant City Manager Amber Lewis, Assistant City Manager Barbara Boulware, Assistant City Attorney Rachel Sonnier, Interim Communications Dir. Grant Bowling, Video Production Specialist Jennifer Holm, City Secretary Leon Barba, City Engineer Diana Torres, Economic Dev Director Perwez Moheet, Finance Director Matt Dawson, IT Director William Atkinson, Senior Planner Jeff Barnett, Chief of Police

I. Call Meeting to Order

Mayor Pro Tem Rizo called the meeting to order at 5:0[0] p.m. Mayor Pro Tem Rizo asked the city secretary to call roll.

Present were: 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. Mayor Mitchell was absent.

II. Citizen Comment Period with City Council

Mayor Pro Tem Rizo opened citizen comments at 5:01 p.m. With no one wishing to speak, Mayor Pro Tem Rizo closed citizen comments at 5:0[2] 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.
 - Communication protocol with city manager and city attorney
 - Woodmere Park Development Agreement

City Council Special Meeting Minutes May 17, 2022 - Page 2 Kyle City Hall

- Combined Emergency Communications Center
- Intersection at RM 150 and Silverado
- Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas
- ETJ Swap
- Cause No. 21-2336 John D. Ferrara vs. J. Scott Sellers, City Manager for the City of Kyle, Texas
- Stoddard Construction Contract
- 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
- 3. Personnel matters pursuant to Section 551.074.
- 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Fire Engine Red
 - Project French Lime

Council Member Parsley 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 - Communication protocol with city manager and city attorney, Woodmere Park Development Agreement, Combined Emergency Communications Center, Intersection at RM 150 and Silverado, Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas, ETJ Swap, Cause No. 21-2336 John D. Ferrara vs. J. Scott Sellers, City Manager for the City of Kyle, Texas, Stoddard Construction Contract; 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 Fire Engine Red, Project French Lime."

The City Council convened into executive session at 5:03 p.m.

2. Take action on items discussed in Executive Session.

Mayor Pro Tem Rizo called the meeting back to order at 7:02 p.m. Mayor Pro Tem Rizo announced that no action took place in Executive Session but action would be taken now on Item No. 3.

IV. Consider and Possible Action

3. Consider and possible action to approve a Chapter 380 agreement with Project Fire Engine Red. ~ *Diana Torres, Director of Economic Development*

Council Member Ellison moved to postpone a Chapter 380 agreement with Project Fire Engine Red to the next regularly scheduled council meeting. Council Member Parsley seconded the motion. Motion carried 6-0.

City Council Special Meeting Minutes May 17, 2022 - Page 3 Kyle City Hall

V. Adjourn

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

Travis Mitchell, Mayor

With no further business to discuss, the City Council adjourned at 7:03 p.m.

Attest:

Jennifer Holm, City Secretary



2022 0607 Special Minutes

Meeting Date: 6/21/2022 Date time:7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

D 2022 0607 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on June 7, 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** Scott Sellers, City Manager Jerry Hendrix, Assistant City Manager Amber Lewis, Assistant City Manager Barbara Boulware-Wells, Assistant City Attorney Audrey Guthrie, Assistant City Attorney Rachel Sonnier, Interim Communications Dir. Jennifer Holm, City Secretary Victoria Vargas, Economic Dev. Project Mgr. Matt Dawson, IT Director William Atkinson. Senior Planner Pedro Hernandez, Police Captain Krissi Milliken, Emergency Communications Manager

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 5:00 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Rizo, Council Member Ellison, Council Member Flores-Cale, Council Member Bradshaw, Council Member Parsley, and Council Member Tobias. A quorum was present. While Mayor Pro Tem Rizo and Council Member Ellison were not on dais at the time of roll call, they were present. Motion 0-0.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 5:00 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:00 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.
- Greentrails HOA
- Combined Emergency Communications Center

City Council Meeting Minutes June 7, 2022 - Page 2 Kyle City Hall

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

Council Member Tobias 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 - Greentrails HOA; Combined Emergency Communications Center; Cause No. 18-1282; Jesse Espinoza v. the City of Kyle, Texas, in the 22nd Judicial District, Hays County, Texas; SOAH Docket No. 407-18-3098.F5, Jesus Espinosa v. Kyle Police Department, Before the State Office of Administrative Hearings; Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas; Nonconforming uses and structures; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 - Greentrails HOA; 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 Fire Engine Red; Project Tropical Green; Project French Lime; Project Goldfish; Project Titanium; Project Bullseve; and Project MBA." The City Council convened into executive session at 5:03 p.m.

2. Take action on items discussed in Executive Session.

City Council Meeting Minutes June 7, 2022 - Page 3 Kyle City Hall

Mayor Mitchell called the meeting back to order at 7:03 p.m. Mayor Pro Tem Rizo was absent when the meeting was called back to order. Mayor Mitchell announced that no action took place in Executive Session but action would be taken now.

IV. Consider and Possible Action

3. [Postponed 5/17/2022] Consider and possible action to approve a Chapter 380 agreement with Project Fire Engine Red. ~ *Diana Torres, Director of Economic Development*

Mayor Mitchell moved to approve a Chapter 380 Economic Development incentive with Alliance Industrial. Council Member Flores-Cale seconded the motion. Motion carried 6-0. Mayor Pro Tem Rizo was absent for the vote.

V. Adjourn

Mayor Mitchell moved to adjourn. No vote was held.

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

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



Agenda Order

Meeting Date: 6/21/2022 Date time:7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description No Attachments Available



Juneteenth proclamation

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Juneteenth proclamation. ~ Dex Ellison, Council Member

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS: Description

No Attachments Available



2022 Team Kyle Academy

Meeting Date: 6/21/2022 Date time:7:00 PM

 Subject/Recommendation:
 Presentation of Graduates of the 2022 Team Kyle Academy. ~ James R. Earp, Assistant City Manager

 Other Information:
 Marco Balderas Kendall Byers Susan Cardon Susan Reyna

Legal Notes:

Budget Information:

ATTACHMENTS: Description



Meeting Date: 6/21/2022 Date time:7:00 PM

City Manager's Report

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

- Budget Workshops
- Boards and Commissions Openings
- James Adkins Pool Public Swim Day June 24
- July is Parks and Recreation Month
- 2022 Independence Day Fireworks Show July 4
- Pie in the Sky Day Celebration Sept. 3
- State of the City June 28
- Summer Reading Program
- New Employees

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS: Description

No Attachments Available



CIP/Road Projects Update

Meeting Date: 6/21/2022 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



Application for a 319(h) Nonpoint Source (NPS) Grant Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Approve the submittal of a Section 319(h) Nonpoint Source (NPS) Grant Program application to the TCEQ to fund a water quality improvement project. The grant has a 60/40 match which would require a city match of \sim \$140,000.00 over 3 years if awarded. \sim Kathy Roecker, Stormwater Management Plan Administrator **BACKGROUND**: **Other Information:** During the last Plum Creek Watershed Partnership meeting, the partners discussed the future of Plum Creek's Watershed Protection Plan (WPP). The Plum Creek WPP was the 1st WPP issued in Texas, with water quality updates reported to the TCEQ by the Plum Creek Watershed Partnership every two years. The alternative would have been a Texas Commission on Environmental Quality (TCEQ) TMDL (Total Maximum Daily Load) which is very restrictive & stringent. TMDLs issued by Texas outline required steps necessary to reduce pollutant loads through regulatory and voluntary activities. Since the inception of the Plum Creek WPP, the water quality in Plum Creek has not improved; therefore, there is a concern if the TCEQ will allow the WPP to continue in place of a TMDL. Kyle is the headwaters of Plum Creek. The city has had at least 2 fish kills (from naturally occurring events caused by algae turning over) in the Plum Creek pond near Fairway & SCS #3 over the last couple of years. In addition, area HOA ponds are being overrun with algae in the summer months. If this program is successful, it would serve two purposes. The first being, having our ponds meet the Gold Standard (in appearance, not being covered in algae with possible fish kills) and the second being, improving water quality. The project is outlined in the attached document. If this pilot project is successful, we can duplicate it in other ponds and know the associated costs. The match funding for this project can come from the Storm Drainage & Flood Risk Mitigation Utility budget since it is water quality related. This project would incorporate the city's GOLD STANDARD and LEADING-EDGE ideas. Legal Notes: N/A Funding in the amount of \$140,000.00 is available in the approved budget for Fiscal Year **Budget Information:** 2021-2022 for capital improvements program (CIP) in the following Storm Drainage Utility Fund account: • 3510-69000-573130

Item # 10

ATTACHMENTS:

Description

Project Description

Plum Creek Nonpoint Source Reduction in Reservoirs

Dr. San Hwang, PE Ingram School of Engineering, Texas State University

Synopsis

This is a whitepaper showing the ideas, milestone, and budget for a project that will reduce nonpoint source pollutants in the reservoirs situated on the headwaters of Plum Creek. We will focus on field demonstration and implementation of innovative BMPs to reduce algal growth and pathogens concentration in the Soil Conservation Reservoirs Site 1 and Site 2.

The implemented BMPs can mitigate pathogens and excessive nutrients from entering Plum Creek and improve the overall health of the stream segment. In addition, the project will promote awareness of the Plum Creek Watershed Protection Plan to the stakeholders and the public through workshops and seminars and to high school students through BMP summer camps.

The proposed work will be conducted for 3 years. The City of Kyle will administer the project and Texas State University will be the subcontractor for technical components of the project. The project will be supported by participating partners including GBRA, PCWP, and PCCD.

Water Quality Parameters

- pH, DO, alkalinity, hardness, conductivity, turbidity, COD, BOD, SS
- Nitrogen, phosphorus, E coli., algae (total chlorophyll)

Eco-friendly BMPs

- 1. Floating Raft of Plant-based Aggregates as an in-stream or in-reservoir BMP
- 2. Vegetated Bank with Plant-based Pervious Block as off-reservoir BMP



Milestones

Task		1 Yr				2 Yr				3 Yr			
		2	3	4	1	2	3	4	1	2	3	4	
Water quality monitoring													
Pilot-scale demonstration design													
Pilot-scale demonstration construction and operation													
Full-scale implementation design													
Full-scale implementation construction and operation													
BMP summer camp													
Outreach workshops and seminars													

Budget

A total of 350K is estimated for the proposed 3-year study. It will consist of the TCEQ 319(h) Grant (60%, ~210K) and the cost sharing (match) from the City of Kyle (40%, ~140K).

Dr. Hwang's Qualifications

San Hwang got his PhD degree in Environmental Engineering from University of Akron, OH in 2002 and worked at USEPA and US Army Corps Engineers thereafter. Since 2005, he has been a professor at higher education institutions conducting various water quality improvement projects. He is a professional engineer licensed in Texas.



Downtown Electrical Relocations -Amendment 1 to K- Friese and Associates Task Order No. 2 Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation:	Approve Amendment #1 to Task Order No. 2 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$6,170.00, increasing the total contract amount not to exceed \$60,580.00 for additional design revisions for the Downtown Electrical Relocation Project. ~ <i>Leon Barba, P.E., City Engineer</i>
Other Information:	The Downtown Electrical Relocation Project was first bid in February 2022 and no bids were received.
	The plans were modified, the contract documents were revised, and bid phase services were provided a second time. The second bid was advertised in March 2022 and a contract was awarded to Denbow Company, Inc. on April 5, 2022.
Legal Notes:	N/A
Budget Information:	Funding in the amount of \$6,170.00 is available in the approved budget for Fiscal Year 2021-2022 for capital improvements program (CIP) in the following General Fund account:
	• 1110-63600-572001

ATTACHMENTS:

Description

D K Friese Supplement #1

MANPOWER/BUDGET ESTIMATE CITY OF KYLE DOWNTOWN ELECTRICAL RELOCATIONS AMENDMENT 1

	\$200.00	\$160.00	\$190.00	\$145.00	\$115.00	\$100.00	\$60.00			Subcons			
	• • • • • •	QA/QC	Project	Project	Engineer	Senior			Labor		Total		Total
	Principal	Engineer	Manager	Engineer		Technician	Admin	Total	Cost	Schneider	Subconsultants	Expenses	Cost
Task	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	\$	\$	\$.\$	\$
1 Design Phase Services													
1.1 Project Management			1					1	\$190		\$0		\$190
1.2 Site Visits								0	\$0		\$0		\$0
1.3 Electrical Design								0	\$0	\$4,250	\$4,250		\$4,250
1.4 Survey								0	\$0		\$0		\$0
Subtotal Design Phase													\$4,440
2 Bid Phase Services													
2.1 Project Management			2				1	3	\$440		\$0		\$440
2.2 Bid Avertisement			2					2	\$380		\$0	\$100	\$480
2.3 Pre-Bid Conference			1					1	\$190		\$0		\$190
2.4 Bidder Questions			1					1	\$190		\$0		\$190
2.5 Addenda			1					1	\$190		\$0		\$190
2.6 Bid Opening & Award Recommendation			1					1	\$190		\$0	\$50	\$240
Subtotal Bid Phase													\$1,730
Total	0	0	9	0	0	0	1	10	\$1,770	\$4,250	\$4,250	\$150	\$6,170





1120 S. Capital of Texas Highway CityView 2, Suite 100 Austin, Texas 78746 TBPE Firm #6535 P - 512.338.1704 F - 512.338.1784 kfriese.com

June 13, 2022

Ms. Jo Ann Garcia, PE City of Kyle 100 W. Center Street Kyle, Texas 78640

RE: Downtown Electrical Relocations Amendment 1

VIA: E-Mail

Dear Ms. Garcia:

K Friese + Associates (KFA) respectfully submits this proposal for Amendment 1 for the Downtown Electrical Relocations project. The project required more extensive coordination and design than was originally scoped, and the original bid in February 2022 had no bids submitted. KFA and our design team completed the additional design effort, developed revised contract documents, and provided bid phase services for the 2nd bid that was opened in March 2022.

The total costs for the engineering services described herein is \$6,170.00. Thank you very much for the opportunity to continue to serve the City of Kyle. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Greg Blackburn, P.E. Project Manager

City of Kyle:

By:_

Travis Mitchell, Mayor

SCHNEIDER ENGINEERING, LLC



CHANGE ORDER #1 CITY OF KYLE UNDERGROUND BEAUTIFICATION

PREPARED FOR K FRIESE + ASSOCIATES

JUNE 1, 2022

CLIENT:	K Friese + Associates
PROJECT:	City of Kyle Underground Beautification

CHANGES TO SCOPE OF WORK:

Schneider Engineering provided out of scope engineering for the City of Kyle underground beautification project. The design process included additional engineering, construction details and bidding addendums not anticipated in the original proposed scope of work including:

- Multiple bore design options for run 6 and adding additional details for new meter installation
- Redesigns of run 1
- SWPPP
- Traffic Control
- Supplementary construction notes
- Construction cost estimations
- Bidding project twice

The total estimated additional cost of **\$4,250** will account for the out-of-scope items.

Your signature below will serve as authorization for the above out of scope of work. Please let us know if you have any questions or require anything further.

APPROVAL: _____

DATE: _____



Unversal Natural Gas Franchise Agreement Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: (Second Reading) An ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the city of Kyle, Texas for the transportation, distribution and/or sale of gas to customers and the public in the city; defining the words and phrases therein; providing for assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the city of Kyle; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication and prescribing an effective date. \sim Jerry Hendrix, Assistant City Manager City Council voted 6-0 to approve on first reading on 6/7/2022. Public Hearing was noticed in the Hays Free Press in their May 25th edition. **Other Information:**

Legal Notes:

Budget Information: Grantee shall collect the Franchise Fee from its Customers and shall pay City a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee.

Agreement has been reviewed and approved by staff and city legal.

ATTACHMENTS:

Description

- Unversal Natural Gas Franchise Agreement
- City of Kyle Service Area Map

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF KYLE, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF KYLE; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REOUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" means any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" means the City of Kyle, in Hays County, Texas, a municipal corporation, hereinafter also referred to as "City".
- C. "City Secretary" means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. "City Council" means the City Council of the City as the governing body of the City.
- E. "City Engineer" means the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- F. "City Manager" means the City Manager of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.

- G. "Customer" means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- H. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- I. "Gas Sales" means the sale of natural gas to Grantee's Customers located within the corporate limits of the City by use of the System.
- J. "Gas Transportation" means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- K. "Grantee" shall mean UNIVERSAL NATRUAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- L. "Gross Receipts from Gas Sales" shall constitute and include Grantee's total receipts from Gas Sales to Grantee's Customers within the corporate limits of the City. Grantee's Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
 - [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
 - [2] revenues derived from monthly service fees and miscellaneous service charges, such as charges to connect, disconnect, or reconnect customers within the corporate limits of the City, charges to handle returned checks from consumers within the corporate limits of the City, and such other service charges as may, from time to time, be authorized in the rates of the Grantee;
 - [3] sales of gas billed but not collected or received by the Grantee;
 - [4] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts from Gas Sales of the Grantee;
 - [5] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
 - [6] any interest income earned by the Grantee; and
 - [7] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.
- M. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service.

Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:

- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
- [2] fees for gas transportation services billed but not collected or received by the Grantee;
- [3] the revenue of any Person including, without limitation, an Affiliate of Grantee, to the extent that such revenue is also included in Gross Sales Revenues of the Grantee;
- [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
- [5] any interest income earned by the Grantee; and
- [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.
- N. "Permit" means the authorization to Grantee:
 - [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
 - [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
 - [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way, and
 - [4] approved by the City.
- O. "Person" means an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.
- P. "Public Ways" means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, easements, highways, and public places within the municipal corporate limits of the City.
- Q. "System" means Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas

and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.

R. "Transport Gas" means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

SECTION 2. GRANT OF FRANCHISE

- A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of ten (10) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The Ordinance shall have the effect of and shall be a contract between City and Grantee and shall be the measure of the rights and liabilities of City as well as Grantee, subject to City Ordinances and applicable state and federal laws.
- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee may not sell, transfer or assign the franchise granted hereby without authorization of City Council expressed by ordinance.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

A. Grantee's System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, at the sole but reasonable discretion of the City, not interfere with or damage other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City. This Ordinance shall constitute the Permit to

perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.

B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains or replace any existing mains hereunder, and before commencing its new construction work or replacement of mains, it shall submit to the City Engineer, or other designee identified by the City, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes. The City Engineer, or other designee, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other designee, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan.

In the event that the Permit is denied, the City Engineer, or other designee, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- C. It shall be necessary for Grantee to secure a Permit, as defined herein, for the laying of service pipes from the mainline pipes of Grantee to its Customers.
- D. Grantee is required to secure all permits and pipelines permits as promulgated by the City's Ordinances.
- E. After any excavation or disturbance, Grantee shall, at its own expense, with due diligence and dispatch, place the Public Way, and all public or private property so disturbed, in a condition City equal to or better than that before being damaged, destroyed, or disturbed by the Grantee.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City ordinances.

The City reserves the right to:

A. Determine, fix, and regulate the charges, rates, or compensation to be charged by the Grantee

- B. Repeal the Franchise by ordinance any time upon the failure or refusal of the Grantee to comply with the terms of this Franchise Agreement, the City Charter, or any applicable city ordinance
- C. Establish standards and quality of products or service.
- D. Require such expansion, extension, and improvement of plants and facilities as are necessary to provide adequate service to all the City and to require that maintenance of facilities be performed at the highest reasonable standard of efficiency.
- E. Prescribe the method of accounting and reporting to the City so that the Grantee will accurately reflect the expenses, profits, and property values used in rendering its services to the City. It shall be deemed sufficient compliance with this requirement if the Grantee keeps its accounts in accordance with the uniform system established by an applicable federal or state agency for such service.
- F. Examine and audit at any time the accounts and other records of Grantee and to require annual and other reports prescribed in the City ordinances.
- G. Require such compensation, regulatory, rental, and franchise fees as may not be prohibited by law.
- H. Impose such regulations and restrictions as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public.
- I. Assess a penalty against the Grantee for failure to comply with this Agreement, the ordinances of the City, or the law of the State. Grantee will be informed of the Grantee's violations in writing, stating the provisions the Grantee failed to comply with, a time for a hearing, and a deadline for the correction of the non-compliance. The City may assess a reasonable penalty based on the facts issues and circumstances determined at the hearing. Failure to correct the non-compliance within a reasonable time may result in the City terminating the Agreement.

SECTION 6. DEPTH OF PIPELINES

After the effective date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable City Ordinances applicable at the time of installation as well as state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be determined as outlined in City's Ordinances.

SECTION 7. DUTY TO MOVE OR ALTER LINES

A. City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over or under the Public Ways. In permitting such work to be done, the City shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by City or its agents' or contractors' negligence, to the extent allowed by law.

- B. When Grantee is required by City to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the City, Grantee shall remove or relocate such mains, laterals, and other facilities at Grantee's sole cost and expense. If Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through City, then Grantee's costs and expenses shall be included in any application by City for reimbursement, if Grantee provides the City its appropriate cost and expense documentation prior to the filing of the application. City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to City.
- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the City without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. Grantee is required, at its own expense, to restore all public and private property to a condition equal to or better than that before being damaged or destroyed by the Grantee as a result of the performance of this Agreement.

SECTION 8. EXTENSIONS

Grantee is required to extend and provide service to all parts and portions of the City that are subject to new greenfield development. It is an defense to violation of this provision if Grantee has offered its services to applicable developers, at prevailing and competitive rates, and developer has declined.

SECTION 9. INDEMNIFICATION

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any Claims or liability resulting from the acts, omissions, or negligence of the City, its agents, legal

representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

SECTION 10. GRANTEE'S RATES, RULES AND REGULATIONS

The Grantee has the right to make and enforce rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business and deemed desireable or constructive to the health, safety, welfare and accommodation of the public in accordance with the City's ordinances and subject to all applicable federal and state laws and regulatory agencies with appropriate jurisdiction.

SECTION 11. INSPECTION OF RECORDS

Grantee permits City or its agents to inspect, examine and audit, the books, papers and any other records kept by Grantee pertaining to the rendering of service to the public, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary, as determined by the City, to verify the franchise fee payment provided for in Section 12 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require City or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not frustrate the purposes of this Section.

SECTION 12. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

- A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay City as follows:
 - [1] Grantee shall collect the Franchise Fee from its Customers and shall pay City a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City and Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
 - [2] Grantee shall pay such Franchise Fee collected from its Customers to the City under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on January 31st (for the last six months of the prior calendar year) and July 31st (for the first six months of the calendar year). Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless

questioned by written notice provided by one party to the other within one year after payment thereof has been made.

- [3] Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the City. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.
- [4] It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 13. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of City now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and City under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the City shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 45 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 45-day period, commercially reasonable best

efforts to complete such cure shall be used. In the event a remedy does not occur, the City shall give 20 days written notice of intent to pursue additional judicial and/or legal remedies to the Grantee, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or City's right to seek judicial determination of a breach of this Franchise Agreement, nor the City's reserved right expressed in Section 5(I) herein.

SECTION 14. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due City by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 13 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to City and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 15. EFFECTIVE DATE AND TERM

This ordinance shall take effect and be in full force immediately upon the date of its final passage.

SECTION 16. NOTICE OF ORDINANCE

The Franchise Ordinance may not be passed except on two readings held after a public hearing for which ten (10) days notice is given.

SECTION 17. ACCEPTANCE BY GRANTEE

Grantee shall have thirty days from the execution of this Ordinance within which to file in the office of the City Secretary its consent to and written acceptance of the provisions and conditions of this Franchise Ordinance.

SECTION 18. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 19. SEVERABILITY

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article, or section of this ordinance shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles, or sections of this ordinance since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective, or unconstitutional phrase, clause, sentence, paragraph, subsection, article, or section.

SECTION 20. NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 21. CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee's systems shall be made at Grantee's expense, subject to the Grantee's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 22. VENUE

This franchise agreement is performable in Hays County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Hays County, Texas.

SECTION 23. ANNEXATIONS

City shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of City, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have one hundred eighty (180) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

SECTION 24. RENEWAL OF FRANCHISE; NOTICE

Upon expiration of the initial ten (10) year term of this franchise, unless one of the parties provides written notice of termination to the other party hereto, this franchise shall be automatically renewed up to three (3) successive terms, with each renewal term lasting for five (5) years. Either party may provide written notice of termination to the other party prior to the expiration of a renewal term and up to six months after the beginning of an automatically renewed term.

Notices to Parties shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Kyle:

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

Copy:

Paige Saenz Knight Law Firm, LLC Executive Office Terrace 223 West Anderson Lane, Suite A-105 Austin, Texas 78752

Universal Natural Gas, LLC:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) Attn: General Counsel 61 Carlton Woods Dr., Building 2 The Woodlands, TX 77382

Any party may change the address to which notices and other communications hereunder are to be delivered by giving notice to the other party in the manner described herein.

SECTION 25. PROOF OF LIABILITY TO PERFORM UNDER THIS FRANCHISE

At the City's request, the Grantee will provide a copy of its Annual Report to the City Manager each year as proof of its financial ability to perform the duties required by this franchise.

SECTION 26. INSURANCE

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Grantee will provide a certificate of insurance evidencing such coverage. Grantor shall maintain reasonably adequate insurance covering its obligations of indemnity under Section 9 hereof. A certificate of insurance and a complete copy of the insurance policy including all riders, exhibits, amendments, and attachments shall be provided to the City annually and upon any substantial change in the nature of its coverage under this section. Should Grantee elect to self-insure, its annual notice to the City shall contain information describing with reasonable particularity all procedures for filing a claim.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THIS ______ DAY OF ______, 2022.

MAYOR

ATTEST:

City Secretary

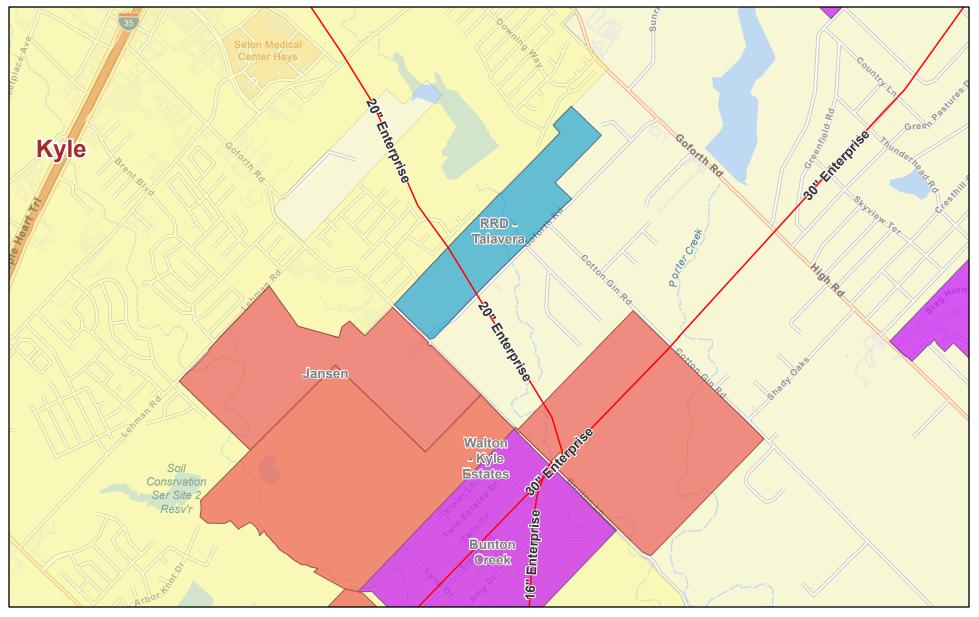
The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this ______ day of ______, 2022.

UNIVERSAL NATURAL GAS, LLC

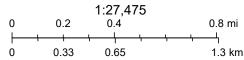
Title:

Notary Public, State of

City of Kyle Map



6/2/2022



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, \circledcirc OpenStreetMap contributors, and the GIS User Community Item #~12



CITY OF KYLE, TEXAS

Acceptance of Casetta Ranch Section 3 Subdivision Meeting Date: 6/21/2022 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 3 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. ~ <i>Leon Barba, P.E., City Engineer</i>
Other Information:	A final walk-through was completed on May 25, 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 3 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 3. The current maintenance surety is hereby \$1,052,495.42 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 3 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

.

Item # 13



CITY OF KYLE

100 W. Center St. Office (512) 262-1010 Kyle, Texas 78640 Fax (512) 262-3915

MEMORANDUM

TO: Scott Sellers, City Manager

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

DATE: June 6, 2022

SUBJECT: Casetta Ranch Section 3 Final Acceptance

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

A final walkthrough was completed on May 25, 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. 219210C) in the amount of \$1,052,495.42 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



May 25, 2022

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

RE: Casetta Ranch Phase 3 Concurrence Letter

Dear City of Kyle Staff,

On May 25, 2022, I, the undersigned Professional Engineer in the State of Texas, or my representative, made a final visual inspection of the Casetta Ranch Section 3 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: Phillip Preslar, City of Kyle Jeremy Jesse, Brohn Homes



EXHIBIT B

MAINTENANCE BOND

Item # 13

MAINTENANCE BOND

Bond No.: 219210C

KNOW ALL PERSONS BY THESE PRESENTS, that we, <u>JL Gray Construction, Inc.</u>, as Principal and <u>Westfield Insurance Company</u>, a corporation organized and doing business under and by virtue of the laws of the State of <u>Ohio</u> and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto <u>City of Kyle</u> as Obligee, in the sum of <u>One</u> <u>Million Fifty-two Thousand Four Hundred Ninety-five And 42/100</u> (\$1,052,495.42) 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 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of <u>2</u> year(s) following final acceptance of said improvements: <u>Casetta Ranch Section 3 - Water, Wastewater, Drainage, Erosion Control &</u> <u>Street Improvements</u>

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.

By:

This 10th day of May, 2022.

JL Gray Construction, Inc. Principal By: ENON BAILA

Westfield Insurance Company Surety

Seal

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

Jazk Nottingham, Attorney-in-fact

General Power of Attorney

POWER NO. 4220012 14 Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

CERTIFIED COPY

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

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 OHID 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 held on February 8, 2000). 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

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.



SS.

SS.:

County of Medina

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

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



Frank A. Carrino, Secretary

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

anno Secretary

, 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 10th day of A.D., 2022 May



BPOAC2 (combined) (06-02)

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: <u>ConsumerProtection@tdi.texas.gov</u>

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 guejas 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: <u>ConsumerProtection@tdi.texas.gov</u>

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.

BD5430 (06-15)

CASETTA RANCH SECTION 3 IMPROVEMENTS FINAL COST AND QUANTITIES FOR CITY OF KYLE 28-Apr-22

1 B-INCH G-950, CL 235 WATERLINE 1,317 LF \$ 52.00 \$ 68,484.0 2 12-INCH G-900, CL 235 WATERLINE 1,317 LF \$ 52.00 \$ 68,484.0 3 8-INCH GATE VALVE W/BOX & COVER 11 EA \$ 1,600.00 \$ 17,600.0 4 12-INCH GATE VALVE W/BOX & COVER 6 EA \$ 2,500.00 \$ 15,000.0 5 FIRE HYDRANT AND ASSEMBLY & VALVE 5 EA \$ 4,475.00 \$ 22,375.0 6 DOUBLE WATER SERVICE 40 EA \$ 1,550.00 \$ 62,000.0 7 SINGLE WATER SERVICE 8 EA \$ 1,140.00 \$ 9,120.0 8 2-INCH IRRIGATION SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 9 8-INCH WET CONNECTION 1 EA \$ 950.00 \$ 950.0 9 8-INCH WET CONNECTION 1 EA \$ 950.00 \$ 950.0 10 TRENCH SAFETY 3,736 LF \$ 1.15 \$ 4,296.4	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2 12-INCH C-900, CL 235 WATERLINE 1,317 LF \$ 52.00 \$ 68,484.0 3 8-INCH GATE VALVE W/BOX & COVER 11 EA \$ 1,600.00 \$ 1,500.00 4 12-INCH GATE VALVE W/BOX & COVER 6 EA \$ 2,500.00 \$ 15,000.00 5 FIRE HYDRANT AND ASSEMBLY & VALVE 6 EA \$ 2,2,375.00 \$ 22,375.00 6 DOUBLE WATER SERVICE 40 EA \$ 1,550.00 \$ 62,000.0 7 SINGLE WATER SERVICE 8 EA \$ 1,140.00 \$ 9,120.0 8 2-INCH IRRIGATION SERVICE 1 EA \$ 1,850.00 \$ 9,120.0 8 2-INCH WET CONNECTION 1 EA \$ 1,850.00 \$ 9,120.0 9 8-INCH WET CONNECTION 1 EA \$ 1,850.00 \$ 9,50.00 10 TRENCH SAFETY 3,736 LF \$ 1.15 \$ 4,295.00 11 WATER MATERIAL INCREASE 1 LS \$ 36,632.72 \$ 36,632.72	1	8-INCH C-900, CL 235 WATERLINE	2,419	LF	\$ 28.50	\$ 68,941.50
3 8-INCH GATE VALVE W/BOX & COVER 11 EA \$ 1,600.00 \$ 17,600.0 4 12-INCH GATE VALVE W/BOX & COVER 6 EA \$ 2,500.00 \$ 15,000.0 5 FIRE HYDRANT AND ASSEMBLY & VALVE 5 EA \$ 4,475.00 \$ 22,375.00 6 DOUBLE WATER SERVICE 40 EA \$ 1,550.00 \$ 62,000.00 7 SINGLE WATER SERVICE 8 EA \$ 1,140.00 \$ 9,120.00 8 2-INCH IRRIGATION SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 9 8-INCH WET CONNECTION 1 EA \$ 950.00 \$ 950.00 \$ 950.00 10 TRENCH SAFETY 3,736 LF \$ 1.15 \$ 4,296.4 11 WATER MATERIAL INCREASE 1 LS \$ 36,632.72 \$ 36,632.72	2		1,317	LF	\$ 52.00	\$ 68,484.00
4 12-INCH GATE VALVE W/BOX & COVER 6 EA \$ 2,500.00 \$ 15,000.0 5 FIRE HYDRANT AND ASSEMBLY & VALVE 5 EA \$ 4,475.00 \$ 22,375.00 6 DOUBLE WATER SERVICE 40 EA \$ 1,550.00 \$ 62,000.00 7 SINGLE WATER SERVICE 8 EA \$ 1,140.00 \$ 9,120.00 8 2-INCH IRRIGATION SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 9,120.00 9 8-INCH WET CONNECTION 1 EA \$ 1,850.00 \$ 1,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ 9,850.00 \$ <td>3</td> <td></td> <td>11</td> <td>EA</td> <td>\$ 1,600.00</td> <td></td>	3		11	EA	\$ 1,600.00	
5 FIRE HYDRANT AND ASSEMBLY & VALVE 5 EA \$ 4,475.00 \$ 22,375.00 6 DOUBLE WATER SERVICE 40 EA \$ 1,550.00 \$ 62,000.0 7 SINGLE WATER SERVICE 8 EA \$ 1,150.00 \$ 9,120.0 8 2-INCH IRRIGATION SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 9,120.0 9 8-INCH WET CONNECTION SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 9,810.01 \$ 9,820.01 \$ 9,820.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00 \$ 9,950.00	4		6	EA	\$ 2,500.00	
B BOOBLE WATER SERVICE 8 EA \$ 1,140.00 \$ 9,120.00 7 SINGLE WATER SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 9,80.00 \$ 1,850.00 \$ 1,850.00 \$ 9,50.00 \$ 950.00 <td>5</td> <td></td> <td>5</td> <td>EA</td> <td>\$ 4,475.00</td> <td>\$ 22,375.00</td>	5		5	EA	\$ 4,475.00	\$ 22,375.00
7 SINGLE WATER SERVICE 2 2 1 EA \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 9 8-INCH WET CONNECTION 1 EA \$ 950.00	6	DOUBLE WATER SERVICE	40	EA	\$ 1,550.00	
8 2-INCH IRRIGATION SERVICE 1 EA \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 1,850.00 \$ 950.00 \$ <	7	SINGLE WATER SERVICE	8	EA	\$ 1,140.00	\$ 9,120.00
3 3 5 5 6 10 5 1.15 \$ 4,296.4 10 TRENCH SAFETY 3,736 LF \$ 1.15 \$ 4,296.4 11 WATER MATERIAL INCREASE 1 LS \$ 36,632.72 \$ 36,632.72	8		1	EA	\$ 1,850.00	
10 TRENCH SAFETY 3,736 LF \$ 1.15 \$ 4,296.4 11 WATER MATERIAL INCREASE 1 LS \$ 36,632.72 \$ 36,632.72	9	8-INCH WET CONNECTION	1	EA	\$ 950.00	\$ 950.00
	10		3,736	LF	\$ 1.15	
	11		1			\$ 36,632.72

1. 1. 2. 3	WASTEWATER IMPROVEMENTS		184.2	Sec. N.	S Dealer and
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12	12-INCH PVC SDR26 SEWER MAIN (ALL DEPTHS)	1,755	LF	\$ 43.25	\$ 75,903.75
13	12-INCH PVC SDR26 PRESSURE CI SEWER MAIN (ALL DEPTHS)	20	LF	\$ 55.00	\$ 1,100.00
14	8-INCH PVC SDR26 SEWER MAIN (ALL DEPTHS)	2,658	LF	\$ 28.40	\$ 75,487.20
15	8-INCH PVC SDR26 PRESSURE CI SEWER MAIN (ALL DEPTHS)	40	LF	\$ 39.20	
16	4-FT DIAMETER SEWER MANHOLE (ALL DEPTHS)	24	EA	\$ 4,200.00	\$ 100,800.00
17	SINGLE WASTEWATER SERVICE	17	EA	\$ 1,150.00	\$ 19,550.00
18	DOUBLE WASTEWATER SERVICE	53	EA	\$ 1,540.00	\$ 81,620.00
19	CONNECT TO EXISTING 12" STUB	1	EA	\$ 710.00	\$ 710.00
20	TRENCH SAFETY	4,473	LF	\$ 2.25	\$ 10,064.25
21	WASTEWATER MATERIAL INCREASE	_ 1	LS	\$ 48,267.31	\$ 48,267.31
CO #1	DOUBLE SIDED T CLEANOUT COST DIFF	169	EA	\$ 210.00	\$ 35,490.00
00 11	POODE SHEET CELIMICET COLUMN	SUBTOTAL WASTE	WATER II	MPROVEMENTS	\$ 450,560.51
	DRAINAGE IMPROVEMENTS		a de la com		1.40 D. (1897)
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
22	48" RCP STORM PIPE CLIII	186	LF	\$ 180.00	\$ 33,480.00
23	42" RCP STORM PIPE CLIII	1,223	LF	\$ 162.00	\$ 198,126.00
24	36" RCP STORM PIPE CLIII	276	LF	\$ 106.75	\$ 29,463.00
25	30" RCP STORM PIPE CLIII	380	LF	\$ 76.75	\$ 29,165.00
26	24" RCP STORM PIPE CLIII	279	LF	\$ 60.00	\$ 16,740.00
27	18" RCP STORM PIPE CLIII	865	LF	\$ 46.00	\$ 39,790.00
28	10' CURB INET, PER EACH, Complete and in place	19	EA	\$ 4,650.00	\$ 88,350.00
29	4X4 GRATE INLET	2	EA	\$ 3,350.00	\$ 6,700.00
30	18" HEADWALL	2	EA	\$ 2,050.00	\$ 4,100.00
31	36" HEADWALL	1 -	EA	\$ 6,825.00	\$ 6,825.00
32	42" HEADWALL	1	EA	\$ 8,400.00	\$ 8,400.00
33		1	EA	\$ 10,100.00	\$ 10,100.00
	48" HEADWALL	2	EA	\$ 4,700.00	\$ 9,400.00
34	6' STORM MANHOLE	5	EA	\$ 3,725.00	\$ 18,625.00
35	5' STORM MANHOLE	166	SY	\$ 31.25	\$ 5,187.50
36	ROCK RIPRAP	100	LS		\$ 270,000.00
37	DETENTION POND	535	LF	\$ 280.00	\$ 149,800.00
38	60" RCP STORM PIPE CLIII	10	LF	\$ 162.00	\$ 1,620.00
39	42" RCP STORM PIPE CLIII	369	LF	\$ 106.75	\$ 39,390.75
40	36" RCP STORM PIPE CLIII	10	LF	\$ 76.75	\$ 767.50
41	30" RCP STORM PIPE CLIII	78	LF	\$ 60.00	
42	24" RCP STORM PIPE CLIII				
43	ADD FOR RUBBER GASKET	1	LS	\$ 31,000.00	\$ 31,000.00
44	TUNNEL EXISTING WATER AND GAS LINE	1	LS	\$ 11,000.00	
45	4 SIDED AREA INLET	1	EA	\$ 3,350.00	\$ 3,350.00
46	4 SIDED AREA INLET (MODIFIED)	1	EA	\$ 3,350.00	\$ 3,350.00
47	7'X5' JUNCTION BOX	2	EA	\$ 7,225.00	\$ 14,450.00
48	GROUT/COATING TO MAKE INLETS/JB WATER TIGHT	4	EA	\$ 1,200.00	\$ 4,800.00
49	60" HEADWALL	1	EA	\$ 5,475.00	\$ 5,475.00
50	ROCK RIPRAP	196	SY	\$ 31.25	\$ 6,125.00
51	2' DEEP GRAVEL	44	SY	\$ 19.00	
52	SILT FENCE	1,760	LF	\$ 2.60	
53	REVEG OF EASEMENT	1,670	SY	\$ 1.35	\$ 2,254.50
54	SLOPE MATTING	504	SY	\$ 1.50	\$ 756.00
CO #3	DOUBLE SWING GATE AT POND	1	LS	\$ 4,500.00	\$ 4,500.00
CO #3	WOOD FENCE DEDUCT	2,110	LF	\$ 31.75	
		SUBTOTAL DRA	AINAGE II	APROVEMENTS	\$1,130,174.75
	EROSION CONTROL IMPROVEMENTS				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SILT FENCE	2,530	LF	\$ 2.60	\$ 6,578.00
55			EA	\$ 950.00	\$ 950.00

CASETTA RANCH SECTION 3 IMPROVEMENTS FINAL COST AND QUANTITIES FOR CITY OF KYLE

28-Apr-22

57	CONCRETE WASHOUT BASIN	1	EA	\$	600.00	\$ 600.00
58	DIVERSION DIKE	522	LF	\$	4.75	\$ 2,479.50
59	INLET PROTECTION	22	EA	\$	78.50	\$ 1,727.00
60	ROCK BERM	215	LF	\$	23.00	\$ 4,945.00
61	REVEG OF CHANNEL AND OPEN SPACES	10,804	SY	\$	1.35	\$ 14,585.40
62	MATTING FOR CHANNEL	4,661	SY	\$	5.50	\$ 25,635.50
Sector Sector		SUBTOTAL EROSION CO	NTROL I	MPRO	VEMENTS	\$ 57,500.40

B. Back	STREET IMPROVEM	ENTS			以此的語言語語言
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
63	ROW AND ALLEY CLEARING AND GRUBBING	5	AC	\$ 112.00	
64	LIME STABLIZED SUBGRADE	17,044	SY	\$ 7.40	\$ 126,125.6
65	FLEXIBLE BASE 8-INCH	17,044	SY	\$ 10.05	\$ 171,292.2
66	HMAC, 2-INCH THICKNESS, TYPE D	12,542	SY	\$ 10.65	\$ 133,572.3
67	TYPE 1 DRIVEWAY (12' WIDE)	4	EA	\$ 2,750.00	\$ 11,000.0
68	TYPE 1 DRIVEWAY (24' WIDE)	1	EA	\$ 4,275.00	\$ 4,275.0
69	STANDARD CURB AND GUTTER	6,873	LF	\$ 15.40	\$ 105,844.2
70	18" RIBBON CURB	78	LF	\$ 15.75	\$ 1,228.5
71	SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$ 11,000.00	\$ 11,000.0
72	REVEG OF ROW	12,173	SY	\$ 1.35	\$ 16,433.5
73	REINFORCED CONCRETE VALLEY GUTTER	5	EA	\$ 5,750.00	\$ 28,750.0
74	BLOCK CLEARING AND GRUBBING	15	AC	\$ 6,400.00	\$ 98,688.0
75	BLOCK EXCAVATION	32,063	CY	\$ 2.75	\$ 88,173.2
76	BLOCK EMBANKMENT	43,615	CY	\$ 2.25	\$ 98,133.7
77	BLOCK SEEDING	15	AC	\$ 905.00	\$ 13,955.1
78	RAMPS (TYPE 1)	26	EA	\$ 1,150.00	\$ 29,900.0
79	4' SIDEWALK	2,900	SF	\$ 6.75	\$ 19,575.0
80	MLA MATERIAL TESTING PACKAGE	1	LS	\$ 39,100.00	\$ 39,100.0
81	STREET EXCAVATION	14,010	CY	\$ 2.75	\$ 38,527.5
82	STREET EMBANKMENT	7,994	CY	\$ 2.25	\$ 17,986.5
83	REMOVE ASPHALT TURNAROUND	928	SY	\$ 2.75	\$ 2,552.0
84	REMOVE ROCK RIPRAP	50	SY	\$ 14.50	
CO #2	12' ALLEY EXPANSION	4	EA	\$ 1,050.00 MPROVEMENTS	\$ 4,200.0

CITY OF KY	LE (TOTAL CONSTRUCTION COSTS)	COST AMOUNT
ITEM	DESCRIPTION	
1	WATER IMPROVEMENTS	\$307,249.62
2	WASTEWATER IMPROVEMENTS	\$450,560.51
3	DRAINAGE IMPROVEMENTS	\$1,130,174.75
4	EROSION CONTROL IMPROVEMENTS	\$57,500.40
5	STREET IMPROVEMENTS	\$1,061,644.49

TOTAL \$3,007,129.77

2 years @ 35% \$ 1,052,495.42

EXHBIT C

SUBDIVISION MAP

(
IT OF TAXS. KNOW ALL UEN BY THESE DESCENTS	SETTA RANC	TCH	CENERAL NO
T WE, CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION, DONG BUSINESS IN	SECTION THREE		2. ALL DEV
C. S. BROTH RULES, A CREPORTION FORGARDS LAND STREPTON UNDER THE LANS OF THE IC of TRACK, WITH IS FURGE ADD FOR THE MICHON EXPERIMENT DEATH THE LANS OF THE STREPTON, OWNER OF STABLA REPESTOR OF THE MICHON EN ANNOUS JUNET, NO. MSTREPTON, ONLY FOR STABLA REPERTON THE MICH AND STILL ZOU MSTREPTON. MSTREPTON, CONVERTOR STREPTON THE ADDITION TO A STREPTON OF A THE ADDITION OF THE OWNER THE ADDITION OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON AND A STREPTON OF A STREPTON OF A STREPTON MSTREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF A STREPTON OF A STREPTON OF A STREPTON OF ADDITION OF A STREPTON OF ADDITION OF A STREPTON OF ADDITION OF A STREPTON OF A STRE	SUBDIVISION: CASETTA RANCH SUBDIVISION OWER: CLATTON FROMERTIES GROUP, INC. DBA: BROWN HOMES		3. THE FUL 3. THE FUL 4. ALL DRA 5. PROPER 6. ALL STR 6. ALL STR 7. ALL ALL
INT TO BE NOUND AS TE OF TEXAS \$ NOT OF HAYS \$ NALL WAY BY THESE PRESENTS: THE OWNERS OF THE LAND SHOWN ON THIS PLAT SECREDE PRESENTS: THE OWNERS OF THE LAND SHOWN ON THIS PLAT SHAKES ARE SUBSCRIBE PREFICA. AND IN PRESSON BY AND SHOUND A DULY HORIZON ARENT HEREBY PREFICA. TO THE FIRSE OF THE DURING PREVIACE ONLY.	SCALE: 50 SCALE DATE OF PREPARATION: 9/29/2020 PARENT SURVEY: 97:646 ACRES OUT OF THE MILTON B. ATGNSON SURVEY: NO. 110, ABSTRACT NO. 21 AND THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, IN HAYS COUNTY.	ATKINSON D THE JOHN HAYS COUNTY.	
ETTS PARKS, WITER COURSES DRAINS, MUNICIPAL UTLIT, EASEMENTS, AND PUBLIC CEST HERERON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREM EXPRESSED. IF URTHER CHARTER THAT ALL OTHER PARTIES WOH HAYE A MORTAGE OR LEN REST IN THE SUBDIVISION HAVE BEEN NOTEDED AND SAVED HIS PART. IS URTHER ACKNOMEDEC THAT THE DELOCATIONS AND/ORE EXACTORS MADE HEREIN PROPORTIONAL TO THE MAACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES URED IN ORDER THAT THE DELOCATIONS AND/ORE EXACTORS MADE HEREIN DECONTINUAL TO THE MAACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES URED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES URED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES URED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES URED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES URED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES URED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES UPONTH WEED IN DAVIE OF OR CLUEG FOR ACTION THAT TO IN A THAT A A A DEVELOPMENT UPONTH THE DEVELOPMENT WILL COMPORT WITH THE VEREIN AND UPONTH THE DEVELOPMENT WILL COMPORT WITH THE PUBLIC SERVICES	NUMBER & ACRACE RESIDENTIAL LOTS: 88 LOTS/13.6609 ACRES BY LOT TYPE: OPEN SPACE: 1 POCKET PARK/0.4099 ACRES 1 DRAINAGE/DETENTION LOT/4.1861 ARCES RIGHT-OF-WAY: 5.3642 ACRES	RES 109 ACRES N LOT/4.1861 ARCES	11. NO OBJE DRAINAGO DRAINAGO DRAINAGO DRAINAGO STREET ARE ALS CROSSIN STREET ARE ALS DISABILI'I DISABILI'I DISABILI'I USABILI'I DISABILI'I
ER: CLAYTON PROPERTIES REQUE, VC BROWN HOMES * JOAN BROWN, WEE PRESIDENT * JOAN BROWN, WEE PRESIDENT IN TEARS 78730	REVENED BY: LEAN (Such 9/1/21) OTY ENGNER		14. WASTEW 15. THERE A 16. PRIOR T 16. PRIOR T 17. MUNICIPA FOR PAS 19. ALL ELE 19. ALL ELE
VIE OF TEXAS 1 NT OF HAYS 1 FIE UNDERSICAED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FE, WC, THE WORKNI ON ET ON ET HE RESON HHORE NAME TE SUBSCHRED TO FOREGOME OF THIS AND ACKNOWED ET D'W. THAT HE EXCENTED THE SAME THE DURPOSE NAMENDARY THEREW STATED, GUEN UPPON WY HAND AND ONE DEFENSE TO CONSUGREFATION THEREW STATED. GUEN UPPON WY HAND AND	How 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		APPLICA APPLICA THIS REG THIS REG 20. LOT 1, E 21. SETBACH 23. POST-OC IN THE 1
ARY FUELC IN AND F.R. THE SIATE OF TEXAS	Риминио мор зонино соминазон святислион. Ниятики, рака верхи зонитер по ано сонзревер ву тне риминис рержитыет от тне отвоуто усла. Ано 15 неверу сонзревер ано нарвоуер ву тне реликию ано зонико соминазон. одтер тни 377 рака от 1600. 2021	PLANNING D APPROVED BY THE	DEVELOF FOR ANY FOR ANY AND RET 24. OPEN SF 25. FOR ALL 25. ADJACEN
	Muchelle U. Mitchiel Modul Charperson of PLANING AND ZONNIG COMUSON		26. LOT 9, 10-F00 26. LOT 9, 1 BY THE 27. NO FENG
SUCENDA: SUBDIVISION LES WITHIN THE FULL PURPOSE AURISDICTION OF THE CITY OF 5, TEXAS, THIS THE OPPORT OF OLD 20 AL, A.D.			
MERYS CRIFFICATION: ADM BERY: AM LUCENSED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION ADM BERRY: AN LUCENSED UNDER THAT THIS PLAT IS FEASIBLE FROM AN EXCORERING UNDERENIG AND HEREBY CERTERY THAT THIS PLAT IS FEASIBLE FROM AN EXCORERING DPONIT AND IS IN GENERAL ACCORDANCE WITH THE REGULATIONS OF THE CITY OF KYLE. ORDINO OF THIS TRACT IS WITHIN THE BOUNDAREIS OF THE TRACT TOOP PLAN S SYONM ON THE FEBERAL EXERCISION GENERIT AGRICY MAP NUMBER 4220300405F, DATE D \$772005.	SIME OF TRAS		

its. Wisions of the city of kyle development code and the provisions of the Approved Development Agreement Shall Govern

ELOPMENT WITHIN THIS SUBDIVISION MUST ADHERE TO THE CITY OF KYLE ZONING/SUBDIVISION ORDINANCE AND THE WIENT AGREEMENT APPROVED JULY 17, 2019, INCLUDING AMENDMENTS RECORDED IN HAYS COUNTY OFFICIAL PUBLIC RECORDS

DOC. NO. 1937/35. DOC. 2017/25. DOC. 2

HOMEOWNER'S ASSOCIATION. DES ALLOWED WITHIN 20' M.U.E. ON LOTS 9-10, BLOCK C.

the by

8/23/21 DATE

M BERRY, P.E. 120743

EXCORS CONTINUATION: HOMAS DE DIROY, MA, AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE FESSION OF SURVEYING AND HEREBY CERTIRY THAT THIS PLAT WADE BY WE OR UNDER ALL AND ACCURATE ON-THE CAROUND SURVEY OF THE PROPERTY MADE BY WE OR UNDER JHERE SURVEYING AN MARCH 27, 2019.

HOMAS P. DIXON R.P.L.S. #4324 1

#######deficiosurveyors.com LT.B.S. FIRM#10124400 L J15343P Ph3 E DARWN BY: BOB0 PARTY CHIEF: P. Teal. C.Dorval PHONE: 512-419602



COUNTY OF HAYS:

IN THE DULY RECORDED ON THE **IF** DAY OF **NONCHARC.** A.D., 2021 AT **HUDO**CLOCK **A**M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NO. **JUDGED337**. I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE IN THE DULY RECORDED ON THE PORY OF NOD CADA

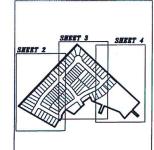
Elaine H. Cardenas by Kmbany hundhis-Danky Evene H. enserins Anno count. Erros.

2024 A.D.

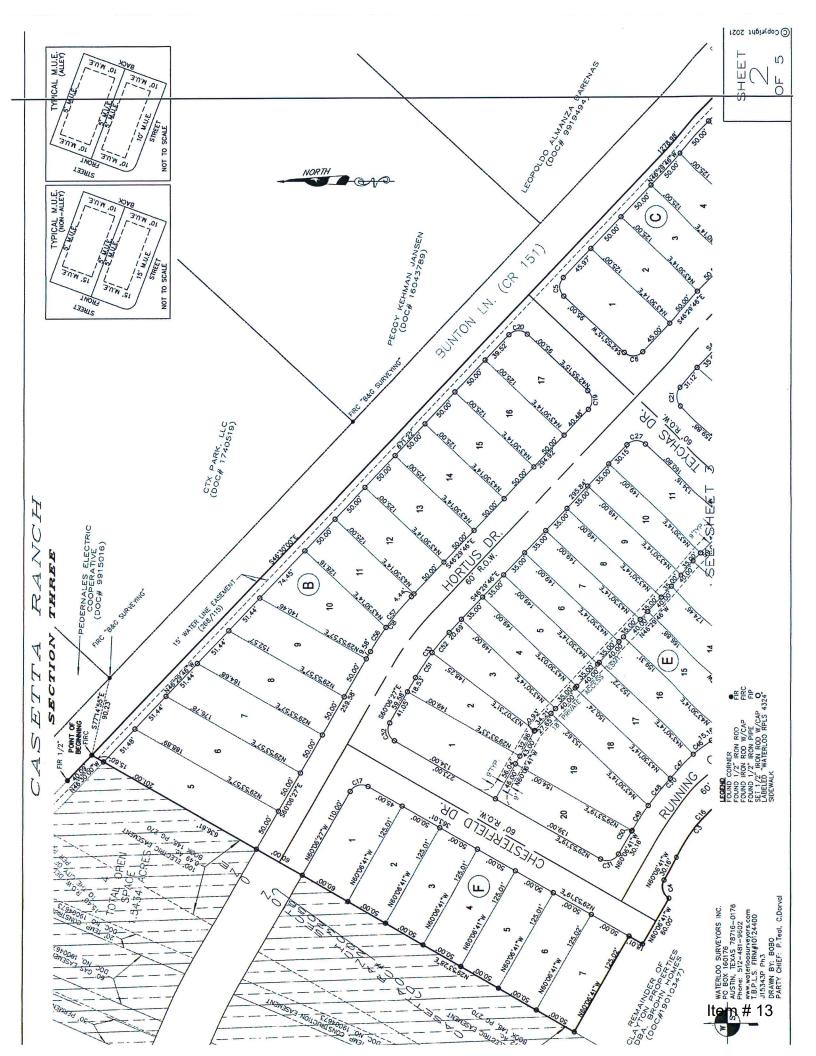
*

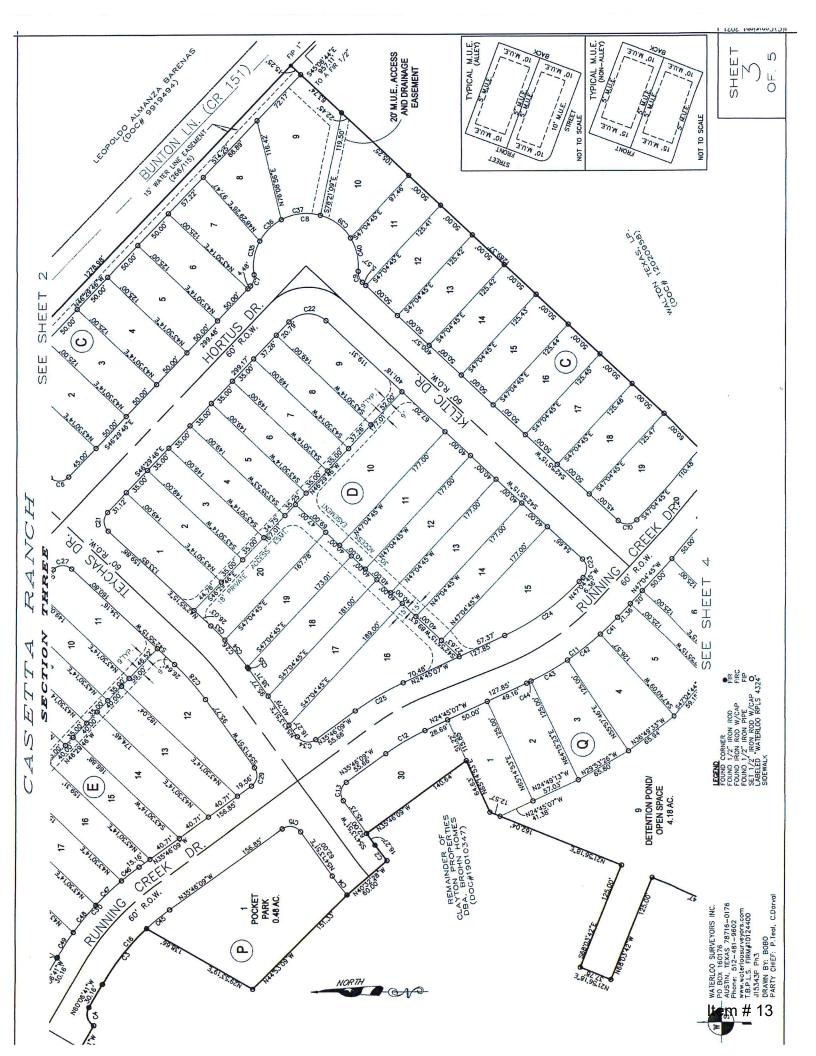
WINESS WY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE PAY OF NUNCENDER DAY OF NOVCABEC ... 2011, AT 11:10_0.0LOCK AN.

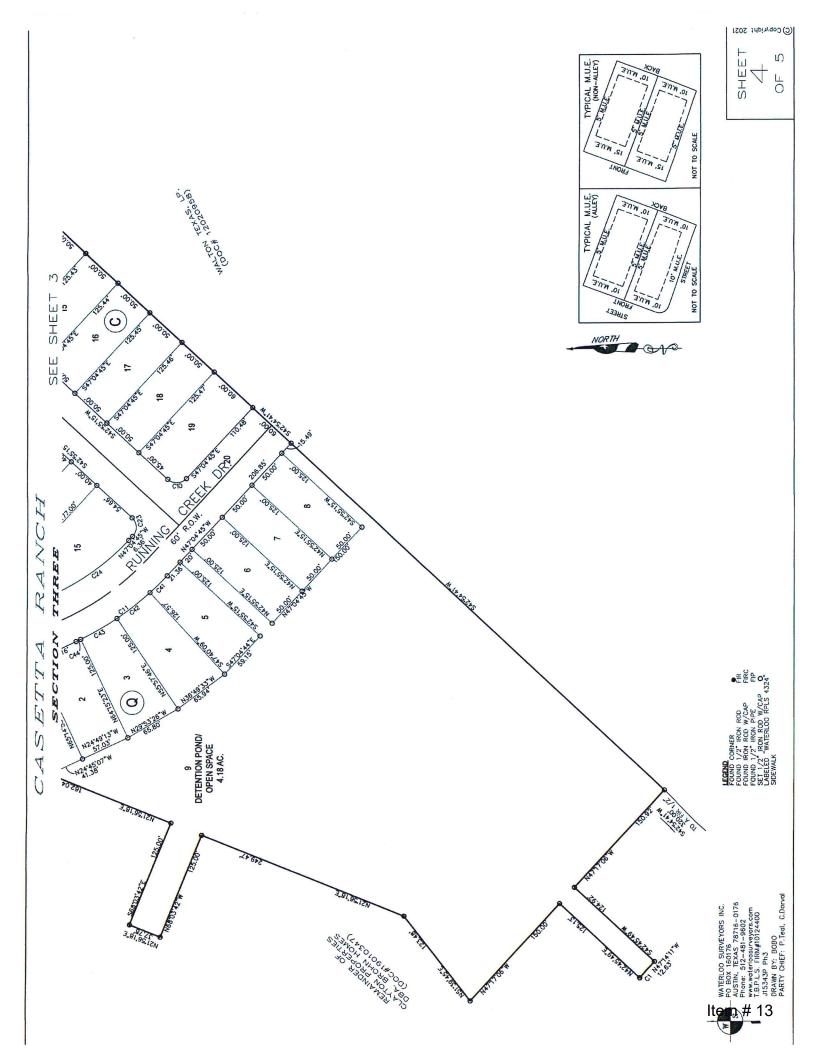




SHEET S ЧO







RANCH THREE SECTION ASETTA 0

4461'9 22.44 22.00 51504 14 1711'5 B100 S1504 14 B812,44'W 9975'76' 23.41' 15.00 S15304 14'W 9975'76' 23.41' 15.00 S17305 15'W 55707'46' 13.91' 15.00 S17305 15'W 55707'46' 13.91' 15.00 S17305 15'W 55707'46' 13.91' 15.00 S27455'E 51.90' 23.50' 15.00 S27455'E 9000000' 23.55' 15.00 S27455'E 9000000' 23.56' 15.00 S1756'E 9000000' 23.56' 15.00 S1756'E 90755'E 15.00 S1756'E 15.00 90756'E 35.00 N87152'E 15.00 90756'E 15.00 S1756'E 15.00 90757'E 15.00 S1756'E 15.00 907000' 23.56' 15.00 S1756'E 907000' 23.56' 15.00 S1745'E 907000' <td< th=""><th>;</th><th>2'08'57"</th><th>12.37'</th><th>329.88'</th><th>N48'18'38"W</th><th>12.37</th></td<>	;	2'08'57"	12.37'	329.88'	N48'18'38"W	12.37
171157 105 27000 N517942 9.00 1000257 23.55 15.00 81479167 53707467 13.91 15.00 81479167 53707467 13.91 15.00 81479167 53707467 13.91 15.00 81479167 53707467 13.91 15.00 81479167 9000057 23.55 15.00 81479167 9000057 23.56 15.00 819794767 9191571 15.00 819794767 819794767 9191571 15.00 819794767 8197547 9191673 13.000 23156 15.00 8197547 9191673 13.000 23156 15.00 8197547 9191673 13.000 231507 1317677 8197547 9191733 14.41 15.00 8197547 8197547 9191733 14.41 15.00 8197547 8197547 9191733 14.41 15.00 8197547 8197547	C2	4.46'19"	22.49	270.00'	S51'50'41"W	
0000253 23.517 15.00 87.4554 94 8975617 23.417 15.00 87.4554 94 8975617 23.417 15.00 87.4554 95 8975617 23.417 15.00 87.4576 95 8972617 23.417 15.00 87.4576 95 8972617 23.41 15.00 87.4576 95 90100507 23.566 15.00 897.260 99 1110327 13.80 897.270 99 99 90100507 23.567 15.00 897.270 99 9014527 75.367 15.00 897.240 99 9014527 75.356 15.00 897.351 97 9014527 23.300 8907.447 89 97 9014527 23.567 15.00 897.2476 97 9014527 23.300 8907.4476 97 97 9014527 23.567 15.00 897.356 97	C3	1771'57"	81.05'	270.00	N51'30'42"W	
90.45501 23.41 15.00 NBP12,44 99.7501 23.41 15.00 S170516 9597501 23.41 15.00 S170516 9597501 23.41 15.00 S170516 9597501 25.64 15.00 S170516 9597501 25.66 35.00 S170516 900000 23.56 35.00 S170516 9100000 23.56 35.00 S170516 917501 14.71 270.00 N0155244 903459 23.51 15.00 N14716 903459 23.50 15.00 N14716 903461 23.50 15.00 N14716 9111003 65.14 15.00 N14716	5	90.00.22	23.56	15.00	6	
59/50/ 530746 1.5.91 5.5.0 1.5.00 5.3.0 5.3.04 5.00 1.5.00 5.3.04 5.3.04 5.00 1.5.00 5.3.04 5.3.04 5.00 1.5.00 5.3.04 5.3.04 5.00 5.3.04 5.00 5.3.05 5.00 1.5.00 5.3.04 5.3.04 5.00 5.3.05 5.00 1.5.00 5.3.04 5.3.05 5.00 1.5.00 5.3.04 5.3.05 5.3.04 5.3.05 5.3.04 5.3.05 5.3.04 5.3.05 5.3.04 5.3.05 5.3.04 5.3.05 5.3.04 5.3.05 5.3.06 1.5.00 5.3.06 5.3.06 5.3.00 1.3.00 5.3.00 5.3.06 5.3.16 1.3.00 5.3.16 5.3.06 5.3.16 1.3.00 5.3.16 5.3.00 5.3.17 5.3.00 5.3.16 1.3.000 5.3.16 1.3.000 5.3.56 1.3.0000 1.3.000 5.3.56 1.3	S	90.34,59	23.71	15.00	44	
195/07.8 204.61 60.00 Ni47/6* 5307.46 1.3.91 6.0.0 Ni47/6* 5307.46 1.3.91 6.0.0 S204.55 11101.02 2.3.56 15.00 S204.45 212.93 1.5.00 S204.61 5.00 212.94 1.5.00 S204.61 5.00 212.94 1.5.00 S204.61 5.00 212.94 1.5.00 S204.61 5.00 212.94 1.5.00 N197.51 5.00 212.95 1.5.00 N197.51 5.00 212.95 1.5.00 N197.51 5.00 212.91 1.5.00 N147.76 5.	3 2	10 57.68	12 01	15.00	S1 4/ 10 E	
5507.47 13.91 15.00 55905 55905 55945 2219.36 15.00 8270.457 15.00 8270.457 2219.36 15.00 8359.456 15.00 8270.457 2100007 23.56 15.00 8395.456 15.00 8491.557 9000007 23.54 15.00 8491.557 891.557 891.557 91305456 23.711 15.00 8191.254 891.244 91305456 23.711 15.00 8191.254 891.244 91305456 23.711 15.00 8191.244 891.254 91305467 23.541 15.00 8191.244 891.254 91305476 23.541 15.00 8191.244 891.254 91305476 23.541 15.00 8191.244 891.254 91116356 23.541 15.00 8191.244 891.256 91116356 53.541 15.00 8191.244 891.256 811.256 811.256 811.256 811.256 811.256 <td< td=""><td>50</td><td>195.40,38</td><td>204.91</td><td>60.00</td><td>W1.47'16"W</td><td></td></td<>	50	195.40,38	204.91	60.00	W1.47'16"W	
9000007 23.55 15.06 33.594 53.54 2119103 15.86 33.00 53.54 53.54 9000007 23.54 15.00 Na01538* 9000007 23.54 15.00 Na01538* 9000007 23.56 15.00 Na01538* 9000007 23.54 15.00 Na1756*20 9191517 20000 Na1756*20 19.150* 9153447 20.00 Na1756*26 15.00 9153457 23.517 15.00 Na1756*25* 9153457 23.517 15.00 Na1756*25* 91535467 23.517 15.00 Na1756*25* 91119356 55.41 15.00 Na1756*25* 9100007 23.55 15.00 Na1756*25* 91119356 55.41 15.00 Na1756*2* 91119356 55.41 15.00 Na1756*2* 9100007 23.55 15.00 Na1756*2* 91119356 54.41 30.00 Na1756*2*	5	53'07'48"	13.91	15.00	W_60,62.69S	
22193 51.92 2.25.45 51.92 900007 51.96 2.000 N801555 900007 23.56 15.00 N801551 900007 23.56 15.00 N801551 900007 23.56 15.00 N801261 900007 23.56 15.00 N801261 900007 23.56 15.00 N801261 900007 23.56 15.00 N801261 900007 23.56 15.00 N817061 900007 23.56 15.00 N147762 9925017 23.56 15.00 N147762 9925007 23.56 15.00 N147562 9925007 23.56 15.00 N147562<	10	_00,00.06	23.56'	15.00'	S2'04'45"E	
110102 51,55 15,000 N351535 110102 23,55 15,000 N311537 247031 11,117 2000 23154 15,000 N311537 287031 11,117 2000 53156 15,000 N311537 287031 11,117 2000 53156 15,000 N311547 2970503 23,516 15,000 N311247 9311244 9972445 23,517 15,000 N3211244 9972601 23,516 15,000 N3211244 9972601 23,517 15,000 832144 9972601 23,517 15,000 832144 9973601 23,516 15,000 832144 9973601 23,516 15,000 832144 99706001 23,556 15,000 83154 99706001 23,556 15,000 83154 99706001 23,556 15,000 83154 99706001 23,556 15,000 83154 9970	C11	22'19'38"	128.60	330.00	S35'54'56"E	
94000 23.56 15.00 NB0746195 944010 23.56 15.00 NB0756191351 929347 23.56 15.00 NB075637 929347 23.56 15.00 NB075637 923459 23.51 15.00 NB075637 923459 23.51 15.00 NB07547 923450 23.41 15.00 NB07547 923450 23.41 15.00 NB175615 923450 23.41 15.00 NB1754751 923450 23.41 15.00 NB175475 923450 23.41 15.00 NB175475 927000 23.56 15.00 NB175475 927013 106.52 27.00 S55545 920010 23.56 15.00 NB24328 927013 106.52 15.00 NB24328 927014 23.56 15.00 NB24328 927014 23.56 15.00 NB24328 927014 23.50 13.50 <td< td=""><td>312</td><td>11'01'03"</td><td>51.92'</td><td>270.00</td><td>N30'15'38"W</td><td></td></td<>	312	11'01'03"	51.92'	270.00	N30'15'38"W	
4.46.16 7.5.48 3.000 551564 15.00 8191'51' 24.20'31* 114.71 20000 53166 15.00 8191'54' 892501* 15.00 819'154' 15.00 819'154' 907459* 75.34 15.00 819'154' 907459* 23.54' 15.00 819'154' 907459* 23.54' 15.00 818'124' 907459* 23.54' 15.00 818'124' 907459* 23.54' 15.00 818'134' 907459* 23.54' 15.00 818'13' 907050* 25.54' 15.00 818'13' 911010* 23.56' 15.00 817'3' 907050* 23.56' 15.00 817'5' 907050* 23.56' 15.00 817'5' 907050* 23.56' 15.00 817'5' 907050* 23.56' 15.00 817'5' 907050* 23.56' 15.00 817'5' 91755* 23.56' <t< td=""><td>13</td><td>_00,00.06</td><td>23.56</td><td>15.00</td><td>NB0.46.09_W</td><td>- 1</td></t<>	13	_00,00.06	23.56	15.00	NB0.46.09_W	- 1
900000 23.51 114.71 2000 NH76625 99946 23.71 15.00 NH766254 13756 10.00 NH766254 903459 23.71 15.00 NH766254 13756 10.00 NH766254 903459 23.71 15.00 NH776254 903459 23.71 15.00 NH776254 903450 23.517 15.00 NH756254 1175540 23.541 15.00 NH756254 1116356 53.41 15.00 S817244 9000000 23.566 15.00 NH75656 9000000 23.561 15.00 S817247 9000000 23.566 15.00 S8175445 9000000 23.561 15.00 S8192446 9000000 23.561 15.00 S819246 9000000 23.561 15.00 S819246 9000000 23.561 15.00 S819246 9000000 23.561 10.00 S819246 <td>14</td> <td>4.46'18"</td> <td>27.48</td> <td>330.00</td> <td>S51'50'41'W</td> <td>- 1</td>	14	4.46'18"	27.48	330.00	S51'50'41'W	- 1
8959/46 23.41 12.00 HN306547 13.36/40 23.41 15.00 H1306547 13.36/40 23.41 15.00 H1306547 1992501* 23.41 15.00 H147167 1992501* 23.41 15.00 H147167 1992501* 23.41 15.00 H147167 1992501* 23.56 15.00 H147167 1992501* 23.56 15.00 H147167 1992501* 23.56 15.00 H147167 1111630* 65.44 330.00 H147167 1111630* 23.56 15.00 H147167 1111630* 23.56 <td< td=""><td>12</td><td>_00.00.06</td><td>23.56</td><td>10.00</td><td>A ICCLON</td><td></td></td<>	12	_00.00.06	23.56	10.00	A ICCLON	
B93591 7.3.9 330.00 NB37180.7 993591 23.41 15.00 NB375176 993591 23.41 15.00 S164534.3 1110103 23.41 15.00 S164543.3 900000 23.56 15.00 S164543 900000 23.56 15.00 S17547 900000 23.56 15.00 S17547 900000 23.56 15.00 S17547 917547 84.44 60.00 S17547 917547 84.44 95.00	9	24.20.31	114./1	2/0.00	W CZ QC /4N	
13.364 2.3.71 3.0.00 Neir245 903.459 2.3.71 15.00 Neir244 992.501* 2.3.41 15.00 Neir245 993.459 2.3.41 15.00 Neir246 993.459 2.3.41 15.00 Neir246 993.459 2.3.41 15.00 Neir246 993.501* 2.3.46 330.00 Noir5.35 11116.36 65.14 330.00 Noir5.35 11116.36 65.14 330.00 Noir5.35 9000002 2.3.56 15.00 Neir3476 9000003 2.3.56 15.00 Neir3476 9000002 2.3.56 15.00 Neir3475 9000003 2.3.56 15.00 Neir3426 9000004 2.3.56 15.00 Neir3426 47.45 3.3.00 10.354206 35.01 975014 977050 97950 979516 975014 97177 330.00 Noir5420 975145 4.4.4		94 60.62	101.01	100 OF F	W +C 00 CIN	
992501 992503 23.41 50.0 15.00 11.47/16 11.47/16 992507 992507 23.41 50.00 15.00 11.47/16 992507 992507 45.82 30.00 11.47/16 992507 45.82 30.00 11.47/16 992507 45.82 30.00 11.47/16 992507 45.45 30.00 11.47/16 992507 45.45 30.00 11.47/16 992507 55.41 330.00 11.47/16 11010.3 55.54 330.00 11.47/16 9975071 14.62 15.00 11.47/16 9975071 25.56 15.00 11.47/16 9975071 25.56 15.00 11.47/16 9975071 25.56 15.00 12.502 12.503 9975071 25.56 35.00 14.426 12.500 12.506 3727693 35.07 45.77 35.000 14.7567 12.506 3737693 35.77 35.000 14.7567 13.760 14.426		04 90.01	AC.0/	15.00	J.PP.CLANN	
903459 23.17 15.00 56612 447 9073459 23.51 15.00 NH75612 8972601 23.56 15.00 NH75612 21938 16.52 23.000 N375545 1116156 55.16 15.00 NH75615 1116156 55.30 25.56 15.00 NH75615 1116156 55.30 27.56 15.00 NH75615 1116155 55.30 27.56 15.00 NH75625 90000014 27.556 15.00 NH75626 9000002 23.56 15.00 NH75626 9000003 27.556 15.00 NH75626 9000003 27.556 15.00 NH75626 9000003 27.556 15.00 NH75626 9756156 35.01 27.50612 15.00 9756158 35.01 15.00 NH756275 975578 44.44 60.00 NH756272 173564 27.00 13.000 25.716	200	"IU,30.02	73.41	15.00'		
89-25 01 90000 46.02 20.00 30.00 40.75/15 1111630 20.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 65.14 330.00 100.75/15 1111630 25.50 15.00 100.75/15 1111630 25.50 15.00 100.75/15 1111630 25.55 15.00 100.75/15 275615 25.56 15.00 100.75/15 3725615 25.56 15.00 100.75/15 3725615 35.07 10.00 100.75/16 3725615 35.07 10.06 100.00 3725615 35.07 10.07 100.75/16 3775616 0.01 10.75/17 <td>3</td> <td>"03'AF'00</td> <td>12 20</td> <td>15 00'</td> <td>44</td> <td></td>	3	"03'AF'00	12 20	15 00'	44	
900000 23.56 15.00 N05515 2219 10.27 23.00 N42715315 2219 63.46 33.00 N42715315 1110103 63.46 33.00 N42715315 1110135 63.46 33.00 N42715315 1110135 63.47 33.00 N42715315 1110135 63.47 33.00 N427433 9000000 23.56 15.00 S004609 272031 140.20 330.00 N4276525 9000002 23.56 15.00 S044609 900014 23.55 15.00 S044609 900015 23.55 15.00 S04409 900016 24.44 30.00 S04409 9000174 23.00 N647545 30.00 9000174 23.56 15.00 S044216 91757 33.00 S044216 33.00 91756 33.00 S057055 33.00 91756 33.00 S057055 33	33	#0.22.08	46.87	30.00	19	
Z21936 105.22 2000 Non536 111636 55.44 330.00 Non534 1116356 55.44 330.00 Non536 1116356 55.44 330.00 Non536 9000000 55.44 53.00 Non536 9000000 23.56 15.00 S15046 90000014 23.56 15.00 S15046 9000000 23.56 15.00 S15046 91336 44.46 60.00 N4576276 91337 5.71 330.00 S25432 91336 330.00 S25432 S27465 91336 330.00 N4576276 S2745 91336 330.00 S274427 S27326	10	-00,00,06	23.56	15.00'	NB7'55'15"E	
111101/07 63.46 33000 Magrad 37 11161/07 63.44 33000 Magrad 37 11161/07 65.44 33000 Magrad 37 11161/07 55.47 35000 Magrad 37 11161/07 55.47 35000 Magrad 37 11161/07 25.567 25.507 1500 Magrad 37 90700/04 25.567 35.000 Magrad 37 9507 9	24	22'19'38"	105.22	270.00'	S35*54*56*E	
11118.34 65.14 330.00 Me3.43.3. 822501 23.41 15.00 M1.2716. 272031 140.20 250.00 Me3.43.3. 29200002 23.56 53.00 54.43.3. 2920014 23.56 15.00 M1.2716. 2920014 23.56 15.00 N1.4756.76 27556 15.00 N1.4756.76 15.00 27556 15.00 N1.4756.76 15.00 27567 15.00 N1.4756.75 35.07 37567 35.07 60.00 M4.456.45 37567 35.07 60.00 N1.4756.75 37567 35.07 50.00 N627.467 37567 35.00 N627.467 35.00 37567 35.00 N627.467 35.00 37567 57.35 330.00 8547.35 817.57 57.77 330.00 857.762 97356 57.35 330.00 857.452 79557 56.73 330.00 <td>225</td> <td>.01,03</td> <td>63.46'</td> <td>330.00</td> <td></td> <td></td>	225	.01,03	63.46'	330.00		
6975'01 2.3.41 15.00 N147'16 111'16'35 53.30 270.00 N187'16' 90'00'03' 23.56' 15.00' S15'06'4'0' 90'00'03' 23.56' 15.00' S15'06'4'0' 90'00'04' 23.56' 15.00' S15'06'4'0' 90'00'04' 23.56' 15.00' S15'06'4'0' 90'00'07' 23.56' 15.00' S15'06'4'0' 90'00'07' 23.56' 15.00' S15'06'4'0' 90'00'07' 23.56' 15.00' S15'06'4'0' 90'00'07' 23.56' 15.00' S15'06'4'0' 13'75'16' 44.4'9' 60.00' N45'16'1' 43'75'16' 35.00' S10'0' S27'16'1' 31000 130.00' S29'13'2'1' S11'1' 81'7'57' 7.17'1' 330.00' S27'14'2' 81'7'57' 4.17'7' 330.00' S27'10''0'' 81'7'57' 4.17'7' 330.00' S27'10''0''' 81'7'57' 5.71' 330.00'	26	11'18'36"	65.14	330.00	34	
11155 5.3.0 25.00 145.45 21200 14.0.20 35.00 15.00 859-460 9000010 25.56 15.00 550-66 550-66 900014 25.56 15.00 551-66 550-66 900014 25.56 15.00 551-56 550-66 1375615 33.00 14.12 2000 851-55 375615 34.14 50.00 N51-56 59-125 375615 34.14 50.00 N62-426 59-125 375615 34.14 60.00 N62-426 59-125 375615 33.00 24-426 50.00 N62-426 375517 33.00 24-426 50.00 N62-426 817537 45.77 33.00 84-426 50.17 50.17 50.17 50.17 50.17 50.14 50.17 50.14 50.17 50.17 50.17 50.14 50.17 50.14 50.16 50.50 50.51.65 50.14 50.50 50	27	89.25'01"	23.41	15.00*	16	
900000 23.56 15.00 5907609 9000100 23.56 15.00 5906479 9000100 23.56 15.00 5906419 9500100 23.56 15.00 597591 9756470 84.14 27.000 8154317 9756150 35.00 84.56 15.00 597317 9756150 35.01 60.00 84.45 57351 57356 57351 3756150 35.01 60.00 84.45 65.00 807316 5744216 3756157 35.00 5.71 330.00 8544218 8444218 874218 874710 200 859536 8544218 8744218<	328	11'18'36"	53.30'	270.00	N48'34'33"E	
24703 7,3,56 15,00 N/17,96/20 900000 23,56 15,00 N/13,96/20 900000 23,56 15,00 N/13,96/20 372909 35,07 60,00 N/13,6/20 372909 35,07 60,00 N/13,6/20 314056 35,07 60,00 N/13,6/20 314105 330,00 336,07 5381/102 817,57 37,00 N/136,20 330,00 817,57 3,71 330,00 S261/26 817,57 3,71 330,00 S261/26 817,57 3,71 330,00 S261/26 817,57 3,71 330,00 S261/26 817,57 3,700 N/1362/26 364/42/9 817,57 3,700 S	029	.00,00.06	23.56	15.00	S80.46.09 E	
900014 23.56 15.00 23.56 132940 64.14 25.00 15.00 53.453 375615 36.75 15.00 83.753 83.153 375615 36.77 15.00 83.753 83.153 375615 36.77 15.00 83.753 83.153 375615 36.77 60.00 N621467 27.455 375615 44.49 60.00 N621467 27.475 474556 45.77 33.000 8347.92 83.67 870526 45.77 33.000 84.42 84.42 87053 35.00 53.14 33.000 85.44 27.76 87053 35.00 54.00 33.000 85.44 27.76 87053 35.00 54.42 33.000 85.74 27.76 87053 35.00 33.000 85.74 27.700 85.74 27.700 87153 35.00 33.000 85.74 33.000 85.74 27.42 </td <td>2</td> <td>24.20.31</td> <td>140.20</td> <td>00.000</td> <td>W C7 OC / 4N</td> <td></td>	2	24.20.31	140.20	00.000	W C7 OC / 4N	
19306 40 2,135 1,200 No No No 19306 40 2,135 10,00 No No No 19306 40 2,135 10,00 No No No 19306 40 38,136 10,00 No No No 13756 15 38,13 60,00 No No No 13756 15 38,07 60,00 No No No 13756 15 38,07 60,00 No No No 13756 15 38,07 60,00 No No No No 13757 15 37,07 60,00 No No No No No 14757 14 27,35 330,00 Sa Sa No	E.	.00.00.06	23.56	00.61	S15'00 41 E	
9756 9.54 1.00 1.3319 372615 3.617 1.00 1.93175 372615 3.617 60.00 1.493277 372959 3.617 60.00 1.493247 434675 3.617 60.00 1.44544 2350578 4.446 60.00 1.447547 2350076 4.447 60.00 1.447547 244754 3.30.00 2.844218 2.844218 244754 3.30.00 2.8444218 2.8444218 27135 3.30.00 1.965729 2.8444218 27135 3.30.00 2.8951267 2.8444218 27135 3.30.00 2.8951267 2.8444218 817777 3.30.00 2.8971267 2.8971267 817757 3.30.00 3.30.00 1.87792726 657245 3.30.00 3.30.00 1.87792726 657245 3.30.00 3.30.00 1.87792727 770356 3.30.00 1.87792727 2.7000 652743	32	90.0014	23.56	00.01	N 92 CC.4/S	
97050109 32.37 60.00 Na9.12 37756159 36.73 60.00 Na9.14 37750193 35.07 60.00 Na9.14 3756159 35.07 60.00 Na9.14 43.4656 45.44 60.00 Na9.145 43.470576 45.74 60.00 Na9.145 35.017 53.01 60.00 Na9.145 35.0100 35.86 33.000 53.44.29 817137 47.77 330.00 53.91/02 817137 47.77 330.00 53.91/02 91737 47.77 330.00 53.97/32 91737 47.77 330.00 N697767 9181737 47.77 330.00 N697767 917356 255.39 330.00 N697767 9181737 370.00 N697767 97.92 9181737 330.00 N697767 97.92 9181737 330.00 N6977167 97.92 9181737 330.00 N697106 <td>33</td> <td>13.36.40</td> <td>64.14</td> <td>270.00</td> <td>W 10 8156N</td> <td></td>	33	13.36.40	64.14	270.00	W 10 8156N	
37:26'05 35.07 60.00 Net56 45 37:26'05 35.07 60.00 Net56 45 42:26'05 35.07 60.00 Net56 45 42:26'05 35.07 60.00 Net56 45 81:75 330.00 8144.97 60.00 Net56 45 81:75 330.00 5444.97 5444.97 5444.97 81:75 330.00 5361.02 5361.02 5364.02 81:75 330.00 5361.02 5364.02 5364.02 81:75 5.71 330.00 5364.02 5364.02 81:75 5.71 330.00 5364.02 5364.02 81:75 5.71 530.00 844.97 657.02 956'02 5.71 530.00 844.97 657.02 956'14 5.71 530.00 849.97 657.06 655'145 5.71 530.00 845.72 657.02 71'55 5.66 330.00 850.72 657.02 70'55 5.66	1	00.00.06	23.56	00.61	M ICCL6S	
35.74 50.00 Me2149 50.00 4.340509 45.74 60.00 Me2146 4.2728595 45.49 60.00 Me2146 3905259 34.49 60.00 Me2147 814153 35.35 330.00 5444218 817573 350.00 5444218 571 817537 47777 330.00 5444218 817537 47777 330.00 5444218 817537 47777 330.00 5244218 817537 47777 330.00 5274228 95728 4.077 330.00 8327428 659728 4.017 330.00 8327420 655728 4.017 330.00 8057706 655728 4.013 330.00 8057702 655149 330.00 81471202 57702 71356 330.00 8157702 57702 71356 330.00 81571702 57702 713557 34.067 77002 577	35	37.56.15	38.73	00.00	W 17 60.094	
4.2.263 4.4.47 60.00 N36-4.36 3005756 44.46 60.00 N36-4.36 3005756 44.47 60.00 N36-4.36 30051737 47.17 330.00 544-42 817'37 47.17 330.00 539-103 817'37 47.17 330.00 529-326 817'37 47.17 330.00 529-432 817'37 47.17 330.00 529-326 7531 5.77 330.00 529-326 7532 5.39 330.00 829-4326 7531 5.77 330.00 827-452 7534 5.77 330.00 827-652 7534 5.77 330.00 857-756 65902 40.07 330.00 859-726 71356 330.00 856-726 530-00 71356 330.00 856-726 530-00 71356 330.00 856-726 530-00 71356 330.00 869-716 770 <td>3</td> <td>R0 87 CC</td> <td>10.00</td> <td>,00,00</td> <td>11-04-00-444</td> <td></td>	3	R0 87 CC	10.00	,00,00	11-04-00-444	
4225'5'5'5'5'5'5'5'5'5'5'5'5'5'5'5'5'5'5	12	43.40.50	42.14	00.00	No 21 46 W	
35/00 27.35 35.00 54.420 81/37 7.37 330.00 54.420 81/37 5.71 330.00 53.91/03 81/37 5.71 330.00 53.91/03 81/37 5.71 330.00 53.91/03 81/37 5.71 330.00 53.91/03 7356 5.71 330.00 52.94/32 770 5.71 330.00 8597/43 77136 5.71 330.00 8597/43 77136 25.39 330.00 8597/36 790 941 330.00 8697/36 71356 330.00 8657/36 330.00 71356 330.00 8657/36 370.00 71356 330.00 8657/36 370.00 71356 330.00 8657/36 370.00 770357 2569 330.00 8671/30 770357 2667 330.00 8671/30 770357 2667 330.00 8671/35	C39	42.28.58	44.49	60.00	N36'43'08'E	
R1737 R2010 S38100 81735 427.75 330.00 S38115 91737 57.00 S28125 S2710 S38100 S28115 91737 57.00 S28125 S27100 S281425 S27100 S281425 91737 5.00 S281425 S300 S281425 S27000 Nu528120 1295728 25.36 330.00 Nu59200 Nu5927026 S281425 S27000 Nu5792705 129574 337.70 S30.00 Nu5792705 S48120 Nu5792705 171354 34.06 270.00 Nu5792705 S49108 S27000 S492108 171354 34.06 270.00 Nu5792705 S49108 S77000 Nu5792705 171354 34.06 270.00 Nu5792705 S27000 Nu5792705 S27012 S27012 </td <td>190</td> <td>38 05 26</td> <td>39.89</td> <td>110.00</td> <td>N// 00 20 E</td> <td></td>	190	38 05 26	39.89	110.00	N// 00 20 E	
B17.37 47.77 330.00 329-53.15 1708321 5.77 330.00 529-51.62 7263231 5.77 330.00 525-162 776323 3.61 230.00 825-162 776323 3.61 230.00 827-162 776323 3.61 230.00 83275-162 776324 3.57 3.50.00 8427-262 551492 3.57.17 3.50.00 8427-3262 551492 3.57.17 3.50.00 8463-702 551492 3.40.05 730.00 8463-702 713545 3.40.06 270.00 84624-90 713545 3.40.05 730.00 84624-90 713545 3.40.05 730.00 84624-90 713545 3.40.05 3.50.00 84624-90 700307 3.50.00 84674-90 3.50.00 700307 3.50.00 84671-90 3.50.00 703007 3.50.00 3.50.00 8671-950 703007 3.5	t S	4.44.04	CC.12	100.022	2 01 74 44C	
951 5.71 330.00 5.259.45 750 25.36 25.00 5.26.45 750 25.36 25.00 10.92 751 330.00 5.77.5 25.97 750 25.36 25.30 30.00 5.77.5 751 25.36 25.30 30.00 5.77.5 751 25.30 330.00 10.57.5 5.97.50 751 25.30 330.00 10.57.5 5.97.70 751 25.37.71 330.00 10.57.75 5.97.70 751 25.4 35.07 330.00 10.57.75 750 10.57 35.07 10.57.75 5.97.97 750 35.00 10.57.75 35.00 10.57.75 750 10.57.75 35.00 10.57.75 10.57.75 750 10.57.75 25.06 130.00 10.57.75 750 10.57.75 25.06 130.00 10.57.75 750 10.57.75 25.06	CHI	10/18	41.11	00.000	5001100 E	
U 05 32 3.5.67 270.00 32.7.7.5 708 52 35.67 270.00 32.5.9 716 52 35.67 330.00 N137675 717 52 35.67 330.00 N137675 718 52 40.17 330.00 N1379716 551 49 35.17 330.00 N1379716 551 49 35.17 330.00 N107212 551 49 35.17 330.00 N107212 713 56 35.74 330.00 N107212 713 56 35.74 330.00 N10972102 713 56 34.08 270.00 N4092120 713 56 35.000 N4092120 270.00 713 56 35.000 N4092120 270.00 713 56 330.000 N5072150 14474100 700 35.01 30.000 N5072150 14475120 700 35.00 40.37 330.00 N5072150 700 35.00 330.00 N5072150 14475120 700 370.00 330.00	C43	12/18	41.11	00.000	2407 CC 676	
724 25 25.39 25.00 Norm 52 25.35 65728 40.07 330.00 Norm 56 25 65924 40.17 330.00 Norm 56 25 65924 40.15 330.00 Norm 56 25 65924 40.15 330.00 Norm 56 25 65924 33.77 330.00 Norm 76 26 71558 34.06 270.00 Norm 56 29 70036 40.37 330.00 Norm 52 20 70037 266 330.00 Norm 22 15 70036 40.37 330.00 Norm 22 15 70037 266 330.00 Norm 22 15 70037 330.00 Norm 22 15 330.00 7037 330.00 Norm 22 15 330.00 7037 330.00		15 66.0	1.0	00.000	3 20 41 025	
57/28 40.07 330.00 MJ 3'9'2'' 657/28 40.15 330.00 MJ 3'9'2'' 659/28 40.15 330.00 MS'72''0'' 659/28 40.15 330.00 MS'72''0'' 659/28 331.00 MS'72''0'' 100''''' 713/58 34.08 270.00 M994''0'' 713'58 34.08 270.00 M494''0'' 662'7 22.66 330.00 M54''0''' 7565'7 22.66 330.00 M54''0''' 7565'7 22.66 330.00 M94''0''' 7505'135 270.00 M494''0''' M94''0''' 7505'135 230.00 M54''0'''' M54'''''''' 7505'135 330.00'''''''''''''''''''''''''''''''''	140	1.00.32	00.00	,00,072	M.12.07 6CN	
6 53 0.2 40.15 33.000 N003706 5 51 49 33.17 330.00 N003702 5 51 49 33.17 330.00 N003702 7 51 49 33.17 330.00 N6077102 7 713 56 34.06 270.00 N469272 7 713 56 34.06 270.00 N469272 7 713 56 34.06 270.00 N469272 7 7 73 566 330.00 N465221 270.00 7 7 73 22.66 330.00 N465271 7 700 300 40.37 330.00 N467321 7 700 300 40.37 330.00 N467321 7 700 300 330.00 N467321 25 7 700 300 330.00 N467321 26 7 700 300 330.00 N467321 27 7 700 300 330.00 N5001155 100 7 700 3000 330.00 N5001155 100 7 700 3000 330.00 330.00 100 7 700 330.00	40	4 24 20	1007	,00,022	M. 10,02.2 FIN	
551 49 33.77 330.00 N6770270 0564 47 33.07 330.00 N6770270 0564 47 34.08 270.00 N657230 71356 34.09 34.08 270.00 N652326 71555 23 30.06 270.00 N4552375 700 30 40.37 330.00 N4552155 700 30 40.37 330.00 N4522155 700 30 40.37 330.00 N6572155 700 30 330.00 330.00 157155 700 30 330.00 330.00 157155		07 / 00	10.04	00.000	10	
0.81 0.84 <th0.84< th=""> 0.84 0.84 <th0< td=""><td></td><td>20 00 0</td><td>111 11</td><td>100.000</td><td>3 2</td><td></td></th0<></th0.84<>		20 00 0	111 11	100.000	3 2	
UTUP 34,08 270,00 MSS-29 571358 34,08 270,00 MSS-29 55255 2266 330,00 MSS-29 77036 2367 330,00 MSS-29 70030 40,37 330,00 MSS-2155 70030 40,37 330,00 MSS-2155 70030 40,37 330,00 MSS-2155 70030 32,00 MSS-2155 330,00 654030 32,00 MSS-61150 MST-6110		AT 100	00.11	00.0022		-
6 72 30.06 270.00 1494108 3'56'25 22.69 330.00 144°3/27 7'00'30' 40.37 330.00 144°5/27 7'00'30' 40.37 330.00 184°9(100) 7'00'30' 330.00 184°9(100) 184°9(100) 7'00'30' 330.00 184°9(10) 184°9(10) 5'40'30' 330.00 184°9(10) 184°9(10)		11 1 1 2 1	14 08'	.00.026		_
3'56'25" 22.66' 330.00' N44'53'Z1 7'00'30" 40.37' 330.00' N45'02'155 0'01'41" 2.08' 330.00' N45'05'155 0'7'41" 2.08' 330.00' N45'05'155 570'50" 32.66' 330.00' N5'16'11	52	127.66.9	30.06	270.00		
7'00'30" 40.37' 330.00' N50'21'55 0'21'41" 2.08' 330.00' N54'03'00 5'40'30" 32.69' 330.00' N57'16'11	C53	3'56'25"	22.69	330.00		
0'21'41" 2.08' 330.00' N54'03'00 5'40'30" 32.69' 330.00' N57'16'11'	C54	7.00'30"	40.37	330.00	N50"21"55"E	
5'40'30" 32.69' 330.00' N57'16'11"	C55	0"21'41"	2.08'	330.00	N54'03'00"E	
	C56	5.40'30"	32.69'	330.00	7-16'11"	

LAND USE	AREAS
PHASE 3	23.6922 ac.
R.O.W.	5.3643 ac.
BLOCK B	2.1747 ac.
BLOCK C	2.8738 ac.
BLOCK D	3.2425 ac.
BLOCK E	2.9284 ac.
BLOCK F	1.0320 ac.
BLOCK P	0.4809 ac.
BLOCK Q	5.5956 ac.

BENG 2148/22 AORES OUT OF 97.848 AORES OF LAND OUT OF THE MALTON B. ATTREENS HATTREENS HATTREENS

ECONOMICA A FOUND CAPEDD IRON ROD STANED "WATERLOD RPLS 4324" IN THE SOUTH R.O.W. LINE OF BUNICH ROLL, FOR THE INGRPLAST COMERY OF CASETIA RANGE, SECTIONE 110 CO.M. 20202566, GFFTIAL DELL, FOR THE INGREAT CONTRY TASK, ALSO BEIND INE MORTHAST COMBINE OF THAT CERTANN 100 ELECTRACE EXEMPTIANE RECORDED IN 300X 148, PAGE 230, EEDE REGORDS LHAYS CONTRY TEXK, ROM WICH A FOUND 1/27, IRON DOD FOR A MALE TECORDED IN 300X 148, PAGE 230, EEDE REGORDS LHAYS CONTRY TEXK, ROM WICH A FOUND 1/27, IRON ADD FOR AN ANGEL A FOUND 1. INE BOUND 1. DATE FOR ADD TO THAT CERTAND CASETIAN MACHT OF REGORDS AND SOUTH TO ADD TO THAT ADD TO THAT ADD FOR AN ANGEL A FOUND 1. THAT ADD TO THAT ADD THAT ADD THAT ADD FOR AN ANGEL A FORMILY EXCHAPTED FOR ADD TO THAT ADD THAT ADD FOR AN ANGEL A FORMILY ELECTRE COOPERANTING FOR THAT CONDIDIN IN DO FOR ADD ADD TO THAT ADD THAT ADD FOR AND CAPEDD RAID ADD THAT ADD THAT ADD THAT ADD THAT ADD THAT ADD THAT ADD FOR AND CAPEDD RAID ADD TO STANED FOR ADD THAT ADD TH

THENCE WITH THE SOUTH LIVE OF BUNTON LIVE AND THE NORTH LIVE HEREN, SHE'JOOD'E FOR A DESTANCE OF 1729 SHE IN ON TON'N THE FORT HE EXCERTIONATE OF THE AFOREDUCE TO A DESTANCE OF SHE A AND SHE'REN COMPARE OF THAT CERTARI THAT'T CONST FOR A THE AFOREDUCE IN THAT A DESTANCE OF ADD STATES AND A THAT HERE RECENS, MINS CHART THAT STATES FOR MANDA A DESTANCE OF A DESTANCE A THAT HERE RECENS, MINS THAT BEAKS SHOW AND A TOWN OF A DESTANCE OF A HERE MURTHEASTERN COMPARE OF SUM LIVE TOANS THAT BEAKS SHOW AND A A DISTANCE OF 937.11 FEET

THENCE LEAVING THE R.O.W. OF BUNTON LAVIE WITH THE COMMON LINE BETWEEN SAID BROHLM HOMES TRACT AND SAID WALTON TEXAS TRACT, SAZSAATI'W FOR DISTANCE OF 1283.37 FEET TO A SET CAPPED TRON FOO STAMPED WALTENCO PRIS 4.275' FOR MAIALE POINT, FROM WHICH A FOUND 1/2" FOR THEO FOR THE SOUTHEAST CORRER OF SAID BROWN HOMES TRACT BEARS S245441"W AT A DISTANCE OF 2000 FEET.

HOLGC ONG A ACCORSES SUB BROWN HOURS: THE FOLLOWING INBUTTY THE [23] COURSES & DETAVIESS.
ANTTYOCYN FER A DESTANCE OF 13203 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4224".
S. SYSTRYGY WE RA DESTANCE OF 13203 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4224".
S. SYSTRYGY WE RA DESTANCE OF 13203 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4234".
E. REULDIMONG SUD CHARCE OF 13263 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. SYSTRYGY FER A DESTANCE OF 1323 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. SYSTRYGY FER A DESTANCE OF 1323 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. MATTYTGW FER A DESTANCE OF 1323 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. MATTYTGW FER A DESTANCE OF 123.1 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. MISSTYSTE FER A DESTANCE OF 123.1 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
S. MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET TO A CAPPED BRON ROS STAMPED "WITENDO PRISS 4324".
MISSTYSTE FER A DESTANCE OF 123.0 FEET

HENCE WIN THE EAST LIVE OF SAUD CASETTA RANCHE SECTION 1, N2953728°E FOR A DISTANCE OF 636.61 FEET TO HE POINT OF BEGINNING, COMTAMING 23.6922 AGRES, NORE OR LESS.



F SHEET 5 0F 5 S



CITY OF KYLE, TEXAS

Acceptance of Brooks Ranch Phase 2 Subdivision

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation:Approve a resolution of the City Council of the City of Kyle, Texas accepting the
Brooks Ranch Phase 2 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 EngineerOther Information:A final walk-through was completed on May 24, 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/ABudget Information:N/A

ATTACHMENTS:

Description

Acceptance Package

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING BROOKS RANCH PHASE 2 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 Brooks Ranch Phase 2. The current maintenance surety is hereby \$651,032.32 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 Brooks Ranch Phase 2 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: Scott Sellers, City Manager

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

DATE: June 14, 2022

SUBJECT: Brooks Ranch Phase 2 Final Acceptance

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

A final walkthrough was completed on May 24, 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. 237696Q) in the amount of \$651,032.32 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

Jamison Civil Engineering LLC

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



June 12, 2022

Mr. Leon Barba, P.E. City of Kyle 100 W. Center St. Kyle, Texas 78640

Re: Brooks Ranch Phase 2 Construction Plans Engineer's Letter of Concurrence

Dear Mr. Barba:

I, the undersigned professional engineer in the State of Texas, or my representative, made periodic visits to the above referenced project and observed that the site grading, drainage structures, streets, water utilities and wastewater utilities were constructed in general conformance with the approved plans.

Punch list items generated during a walk-through on May 24, 2022, have also been addressed to my satisfaction.

A two-year maintenance bond with a minimum amount of \$1,860,092.35, a copy of the asbuilt drawings and digital files will be submitted to the City of Kyle.

Sincerely,

Stephen R. Jamison, P.E. Jamison Civil Engineering LLC



EXHIBIT B

MAINTENANCE BOND

MAINTENANCE BOND

Bond No.: 237696Q

KNOW ALL PERSONS BY THESE PRESENTS, that we, <u>JL Gray Construction, Inc.</u>, as Principal and <u>Westfield Insurance Company</u>, a corporation organized and doing business under and by virtue of the laws of the State of <u>Ohio</u> and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto <u>City of Kyle</u> as Obligee, in the sum of <u>Six</u> <u>Hundred Fifty-one Thousand Thirty-two And 32/100</u> (\$651,032.32) 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: Brooks Ranch Ph 2

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of <u>2</u> year(s) following final acceptance of said improvements: <u>Brooks Ranch Ph 2 - Streets</u>, Water, Wastewater, and Drainage 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 <u>2</u> 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 13th day of June, 2022.

JL Gray Construction, Inc. Principal

Westfield Insurance Company Surety

Seal

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

dan, 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

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

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 railfying 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 entorney 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 meeti

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



County of Medina SS.: By: Gary W. Stumper, National Surety Leader and

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.

I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of in Witness Whereof, I h June A.D., 2022



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

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 țiene 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.

BD5430 (06-15)

Project: BROOKS RANCH PHASE 2 Location: KYLE, TEXAS

COST AND QUANTITIES

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT		COST		AMOUNT
A. EROSIO	ON AND SEDIMENTATION CONTROLS						
1	SILT FENCE	3202	LF	\$	2.50	\$	8,005.00
2	SILT FENCE B.O.C. (In Lieu of Lot Reveg)	6084	LF	\$	2.00	\$	12,168.00
3	CONST. ENTRANCE	1	EA	\$	950.00	\$	950.00
4	REVEGETATION (r.o.w. & easements only)	13,579	SY	\$	1.50	\$	20,368.50
5	TREE PROTECTION	753	LF	\$	3.75	\$	2,823.75
6	INLET PROTECTION	20	EA	\$	80.00	\$	1,600.00
		Erosion and Sedi	mentatior	n Cont	rols Subtotal	\$	45,915.25
B. STREET	IMPROVEMENTS SUBDIVISION						
1	CLEARING & GRUBBING	18.42	AC	\$	830.00		15,288.60
2	EXCAVATION	42270	CY	\$	3.25	\$	137,377.50
3	EMBANKMENT	61066	CY	\$	1.75		106,865.50
4	EMBANKMENT HAUL-IN	20304	CY	\$	10.00	\$	203,040.00
5	SUBGRADE PREP	14760	SY	\$	2.15		31,734.00
6	8" FLEX. BASE (3' behind curb)	14760	SY	\$	7.75	1000	114,390.00
7		11355	SY	\$	11.50		130,582.50
8	6" CURB & GUTTER	6084	LF	\$	15.00	\$	91,260.00
9	CONCRETE SIDEWALK (public sidewalks only)	3984	SF	\$	5.50		21,912.00
10	CONCRETE VALLEY GUTTER	3	EA	\$	6,100.00		18,300.00
11 12	CURB RAMP STREET SIGNS & STRIPING	16 1	EA LS	\$ \$	1,150.00 3,100.00		18,400.00 3,100.00
		St		oveme	ents Subtotal		892,250.10
C. WATER	IMPROVEMENTS						
1	8" C-900 PVC WATER LINE	3859	LF	\$	32.00	\$	123,488.00
2	8" GATE VALVE W/ BOX	10	EA	\$	1,400.00	- 600	14,000.00
3	5-1/4" F.H. ASSEMBLY INCL. 6" G.V.	8	EA	\$	4,200.00		33,600.00
4	RAISE VALVE CASTINGS	18	EA	\$	265.00		4,770.00
5	SINGLE WATER SERVICE	7	EA	\$	1,300.00		9,100.00
6	DOUBLE WATER SERVICE	37	EA	\$	2,125.00		78,625.00
7	CONNECT TO EXISTING WL STUB	5	EA	\$	900.00	\$	4,500.00
8	WATER TESTING	3859	LF	\$	1.00	\$	3,859.00
9	TRENCH SAFETY	3859	LF	\$	1.00		3,859.00
		W	ater Impr	oveme	ents Subtotal	\$	275,801.00
D. WASTEV	WATER IMPROVEMENTS						
1	8" SDR-26 PVC WASTEWATER LINE	1138	LF	\$	28.00		31,864.00
2	4' STD MH (ALL DEPTHS)	4	EA	\$	4,850.00	\$	19,400.00
3	CONNECT TO EXISITNG WASTEWATER STUB	3	EA	\$	900.00	\$	2,700.00
4	ADJUST WASTEWATER MANHOLE TO GRADE	4	EA	\$	325.00		1,300.00
5	SINGLE WW SERVICE	4	EA	\$	1,550.00		6,200.00
6	DOUBLE WW SERVICE	20	EA	\$	1,800.00	\$	36,000.00
7	SINGLE WW SERVICE ON EXISTING LINE	3	EA	\$	2,125.00		6,375.00
8	DOUBLE WW SERVICE ON EXISTING LINE	17	EA	\$		\$	40,375.00
9	ADJUST EXISTING MANHOLE TO GRADE	5	EA	\$	800.00	\$	4,000.00
10	WASTEWATER TESTING	1138	LF LF	\$	2.00		2,276.00
11	TRENCH SAFETY	1138		\$	2.00		2,276.00
		Wastewa	ater Impro	oveme	nts Subtotal	\$	152,766.00
E. DRAINAC	GE IMPROVEMENTS 18" CLASS III RCP	991	LF	\$	47.00	\$	46,577.00
2	24" CLASS III RCP	385	LF	\$		\$	23,870.00
4	30" CLASS III RCP	269	LF	\$		\$	19,099.00
3	8'X5' BOX CULVERT BRIDGE (NO BOTTOM)	63	LF	\$		\$	66,150.00
3	5'X5' BOX CULVERTS	315	LF	э \$		ф \$	119,700.00
4			EA	э \$		Ф \$	51,600.00
4 5				φ		- D	52,800.00
4 5 6	10' CURB INLET	12		\$	6 600 00		
4 5 6 7	10' CURB INLET 15' CURB INLET	8	EA	\$		\$	
4 5 6 7 8	10' CURB INLET 15' CURB INLET 30" HEADWALL	8 1	EA EA	\$	2,675.00	\$	2,675.00
4 5 7 8 9	10' CURB INLET 15' CURB INLET 30" HEADWALL CULVERT HEADWALL FOR BOX CULVERTS	8 1 2	EA EA EA	\$ \$	2,675.00 52,000.00	\$ \$	2,675.00 104,000.00
4 5 6 7 8	10' CURB INLET 15' CURB INLET 30" HEADWALL	8 1	EA EA	\$	2,675.00 52,000.00	\$ \$ \$	2,675.00

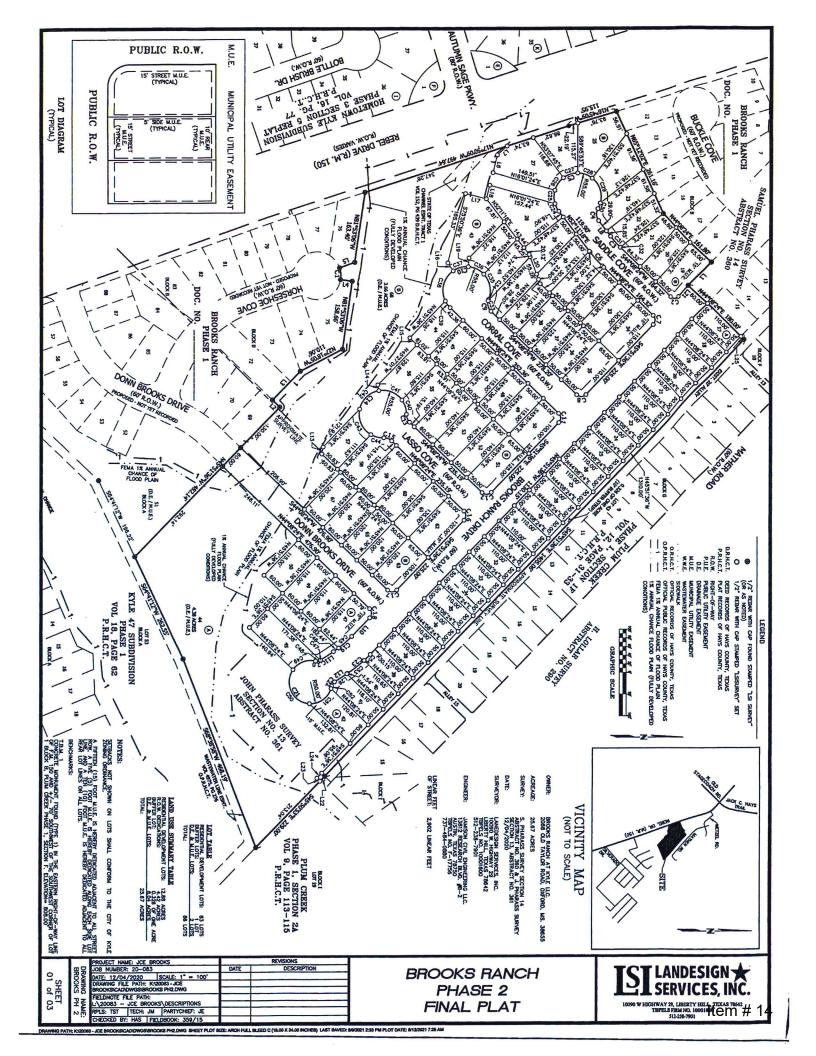
PHASE 2 TOTAL \$ 1,860,092.35

Г

EXHBIT C

SUBDIVISION MAP

Item # 14



111 113 114 115 116 116 116 116 116	Onra I Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl Cl
55.007 282.19 55.007 282.19 25.007 28.56' 15.007 23.56' 15.007 23.56' 15.007 23.56' 15.007 23.56' 15.007 23.56' 15.007 23.56' 15.007 23.56' 15.007 12.03' 55.007 19.95' 55.007 35.62' 55.007 35.62' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007 35.72' 55.007	
2/2705/06 5/27 2/2705/07 1820 2/2702/07 1820 90000/07 1820 90000/07 1820 90000/07 1820 90000/07 1820 92002/07 1820 92002/07 1820 92002/07 1820 92002/07 1820 92002/07 1820 92002/07 1820 92002/07 1820 92002/07 1820 920/07/07 1820 920/07/07 1820 920/07/07 1820 920/07/07 1820 920/07/07 1820 920/07/07 1844 112/14/17 5/21 92/9/26 1843 112/14/9/17 5/22 112/14/9/17 5/22 112/14/9/17 5/22 112/14/9/17 18/2 112/14/9/17 18/2 112/14/9/18 18/3 112/14/9/18 18/3	bbit Char ta Char 700° S00° 755° S48° 732° S86° 732°
SH2 S17 S17 S17 S17 SH2 S17 S17 S17 S17 S17 S19 S17 S17 S17 S17 S17 S19 S17 S27 S27 S27 S17 S19 S17 S17 S17 S17 S17 S17 S17 S17 S17 S17 S17 S17 S17 S17 S17<	Onced Bearing Onced Bearing Onced Bearing Source S007 51 V&E 21.21 50.97 50.92 S487 00' 51 W 23.21' 53.57' 53.21' S007 51 V&E 21.21' 54.50' 50.21' S007 51 V 24.50' 51.21' 54.50' S007 51 V 24.50' 51.21' 51.51' S007 51 V6E 21.21' 51.21' 51.21' H497 00' 24'E 21.21' 51.21' 51.21'
19.562 19.767 21.21' 21.21' 21.21' 21.21' 21.21' 21.21' 23.27' 66.79' 66.79' 66.79' 66.79' 66.79' 33.00' 33	Chord 27:21' 21:21' 34:39' 21:21' 21:21' 21:21' 21:21'
고 21 21 21 21 21 21 21 21 21 21 21 21 21 2	113 12 13 13 14 16 16 16 16 17 16 16 16 17 16 16 16 16 16 16 16 16 16 16 16 16 16
	Lhe Toble Lhe Toble Lhe Toble Long Toble L 54-5 91 36 S06 06 54 S06 06 54 S07 10 337 54 S07 10 54 Lhe Toble Lhe
NBP 01 STE 13.16 NBP 01 STE 23.16 NBP 01 STE 23.00 STE 50' 30°E 23.60 SUS 17 47E 20.00' SUS 50' SSE 15.96' 15.96' N44 06' 07'W 10.00' N42 54' 50' SSE 15.96' N22 54' 34'W 34.25' N32 54' 34'W 34.25'	Lhe Toble Direction Length Star 51' 30°E 74.43' Star 51' 30°W 92.04' Star 51' 30°W 92.04' Star 50' 50'W 27.30' H45' 51' 30°E 50' 30°E Star 50' 50'W 27.78' Star 50' 50'W 27.78' Star 50' 50'W 27.78' Star 50' 50'W 27.78' Star 50'S 30°E 41.07' Star 51' 30°E 50.60' Star 51' 30°E 59.60' Star 51' 30°E 59.60' Star 51' 30°E 59.79' Star 51' 30°E 59.60' Star 51' 30°E 59.60' Star 51' 30°E 59.79' Star 51' 30°E 59.60' Star 51' 30°E 59.60' Star 51' 30°E 59.60' Star 51' 30°E 57.79' H32' 54' 34'E 35.79' H32' 54' 34'E 35.79'
23.19" 22.09" 20.00" 35.54" 15.56" 10.00" 34.25"	Length 22.663 22.564 22.394 22.394 22.394 22.394 22.394 22.394 32.778 33.778 43.774 59.064 33.779 33.779
Y Contraction of the second	
	-
REMISIONS DOB NUMBER: 20-083 DATE: 12/04/2020 [SCALE: 1" = 100" DATE: 12/04/2020 [SCALE: 1" = 100" BROOKS RANCH	TCT LANDESIGN 🛨
	TBPELS FIRM NO. 10001800 512-238-7901



ISSUE LENDESIGN	BROOKS RANCH FINAL PLAT TAJ9 JANF	CHECKED BJ: HAZ LETCBOOK: 728/12 CHECKED BJ: HAZ LETCBOOK: 728/12 DET Second 2 - 70E BK00K/0E20HLID/NE Second 2 - 70E BK00K/2 Seco
6285 F P R	현려면 제 전 유의 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	STATE OF TEXAS 8 COUNTY OF HAYS 8 LEANER A CARDENAL ON THIS COUNTY TEAS, DO HEREY CRIPT THAT THE PROPER OF THE COUNTY CLEAR OF HAYS COUNTY TEAS, DO HEREY CRIPT THAT THE THAT THAT AND THAT AND THAT THAT AND
 CENTEALL NOTES: THIS SUBDYCSION IS LOCATED WITHIN THE CITY LUMITS OF KYLE, HAYS COUNTY, TEXAS. THIS TRACT LIES MAY ZONG THE CITY LUMITS OF KYLE, HAYS COUNTY, TEXAS. THIS TRACT LIES MAY ZONG THE COUNTY, TEXAS AND THE TRACT LIES WITHIN ZONE Y, AREAS STREMARDERS OF DECORPORE HAND TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, AREAS STREMARD SOLUCE TO THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN ZONE Y, TOTAS Y, AND THE TRACT LIES WITHIN THE DOUPOLATED INDEPENDENT SCHOOL DISTINCT LIES WITHIN ZONE Y, AND THE TRACT LIES WITHIN THE DOUPOLATED INDEPENDENT SCHOOL DISTINCT LIES WITHIN THE DOUPOLATED INDEPENDENT SCHOOL DISTINCT LIES WITHIN ZONE. Y AND THE TRACT LIES WITHIN THAT THAT THAT THAT THAT THAT THAT THA	Constructions to the creation reconstruction construction for many the city of write unit deficiency of the creation reconstruction of the construction of the production of the many construction of the construction of the construction of the construction of the many construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the construction of the many construction of the construction o	
STATE OF TEXAS MOM ALL BY THESE PRESONS: COUNTY OF HAYS MOM ALL BY THESE PRESONS: COUNTY OF HAYS MOM ALL BY THESE PRESONS: FIRIS PLAT MOM ALL BY THESE PRESONS: PAROLL FUELO RECORDS AND AT YALE LLO WHERE A 473.2 ACRES OF LAND AS SHOME AND THIS PLAT. SHOME AND AS SHOME AND AT ANLE PAROLL FUELO RECORDS OF HAYS COUNTY, TEXAS; DE RECORD MOCORRAUM AND AND AS DOCUMENT NO. 2000ASOL OF THE PAROLL FUELO RECORD MI DOCUMENT NO. 2000ASOL OF THE ANTOLOGICAL WITH HE ATTACHED PLAT AT ALL DE RECORD AND AS COUNTY, TEXAS; DAMER(S) OF THIS PROFENT, BROOK ALL MOM ALL BUR PRESON AND AND AND AS DOCUMENT NO. 2000ASOL OF THE ANTOCHED PLAT AND AND AS DOCUMENT NO. 2000ASOL OF THE ANTOCHED PLAT TO BE ROOM ALL DEREDOR PLAT AND AND AS DOCUMENT AND AND AS DOCUMENT NO. 2000ASOL OF THE ANTOCHED PLAT TO BE ROOM ALL DIFLUE OF THE UNLUE OF ROOM ALL THE RULL OF RECORD AND AND AS THE AND HAND AND AND AND AND AND AND AND AND AND	A MACHULO IN THE LUC. PLAIR 21 DIRVER ADD PLAIR 21 DIRVER ADD 21 PLAIR 21 DIRVER ADD 21 PLAIR 22 DIRVER ADD 21 PLAIR 22 DIRVER ADD 21 PLAIR 22 DIRVER ADD 22 PLAIR 22 DIRVER ADD 23 PLAIR 22 DIRVER ADD 24 PLAIR 22 DIRVER ADD 25	All All Zotal R., RESTERD PROFESSIONL ENGNETA DRI Cot R., RESTERD PROFESSIONL ENGNETA DRI DRI Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored BLO Dataset restored B



CITY OF KYLE, TEXAS

Burgess and Niple Water Distribution Modeling - Kyle Marketplace Development

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation:	Authorize award and execution of a contract with BURGESS &NIPLE, INC., Austin, Texas in an amount not to exceed \$16,450.00 for providing water distribution modeling for the Kyle Marketplace Development. ~ <i>Leon Barba, P.E., City Engineer</i>
Other Information:	The engineer for the Kyle Marketplace Development has requested an analysis of the water distribution system serving their particular project. The intent is to determine if adequate pressure, velocity and fire flow will be available.
	The developer has already deposited an amount of \$16,450.00 with the City to pay for this analysis.
Legal Notes:	N/A
Budget Information:	Funding in the amount of \$16,450.00 is available in the approved budget of the City's Engineering Services Department for Fiscal Year 2021-2022 in the following General Fund account:
	• 1100-16200-556130

ATTACHMENTS:

Description

B&N Proposal for Water Model Analysis

Mr. Leon Barba, P.E. City Engineer 100 W. Center Street Kyle, TX 78640 Re: Water Distribution Modeling – Marketplace Development

January 21, 2022

Dear Mr. Barba,

THIS IS AN AGREEMENT effective as of ______ ("Effective Date") between City of Kyle, Texas (Owner) and Burgess & Niple, Inc. (B&N). Your signature indicates acceptance of our Proposal and serves as notice to proceed with this instrument as an Agreement between the Owner and B&N.

Owner's Project, of which B&N's services under this Agreement are a part, is generally identified as follows:

• <u>Water Distribution Modeling – Marketplace Development</u>

B&N's Services under this Agreement are generally identified as follows:

1.01 Scope of Services

A. Task 1 – Project Management, Status Reporting & Invoicing

General project administration, supervision and management. Task also includes the quality assurance/control of data management, hydraulic modeling, engineering evaluations, and technical memorandum preparation.

B. Task 2 – Project Meetings

A total of two (2) remote video conferencing meetings will be provided:

- Kickoff Meeting Following notice to proceed
- Project Review Meeting Following completion of the draft technical memorandum

B&N will provide all meeting agendas, handouts, presentation materials, and minutes.

C. Task 3 – Demand Calculations

Average-day, maximum-day, and peak-hour demand calculations will be performed for the proposed Marketplace development using the City of Kyle Utilities Criteria Manual (UCM 2.9.2) and the Austin Water Living Equivalent (LUE) Guidance Document for the following proposed living unit equivalents (LUEs) provided by the City at the time of this evaluation:

- Multi-family: 551 units 386 LUEs
- Carriage Houses: 12 units 9 LUEs
- Retail: 30,000 square feet 18 LUEs

January 21, 2022 Page 2

• Live-Work: 15,000 square feet – 15 LUEs

All demands will be modeled in one phase assuming a buildout year of 2022.

D. Task 4 – Water Model Update

B&N will develop a future model scenario for the proposed development within the current water distribution model (2018 demands) using the future demands determined in Task 3 and the following information to be provided by the City:

- Proposed tie-in location(s) from the existing system to the proposed development
- Proposed water main location and sizing with the development, if known.
- Proposed contour elevations within the new development
- E. Task 5 Water Model Evaluation

The following water model simulations will be evaluated:

- 1. Maximum Day Demand with Existing Development
- 2. Maximum Day Demand with Proposed Development
- 3. Maximum Day Demand + Fire Flow with Proposed Development
- F. Task 6 Deliverables

A draft technical memorandum (electronic) will be provided to the City to summarize the following:

- 1. Purpose and scope, including background information for the proposed development.
- 2. Summary of demand calculations for the proposed development (Task 3).
- 3. Hydraulic results for each water model simulation (Task 5) included in the summary and displayed in exhibits. Exhibits will include model results for pressure, velocity, and fire flow.
- 4. Recommendations for hydraulic improvements needed to adequately serve the proposed development.

The final technical memorandum (electronic) will be completed upon receiving all comments from the City.

Owner and B&N further agree as follows:

2.01 Basic Agreement and Period of Service

- A. B&N shall complete the draft technical memorandum within 30 days from receiving all information requested from the City.
- B. If authorized by Owner, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Owner shall pay B&N for its services as set forth in Section 3 below.

3.01 Basis of Payment—Hourly Rate

- A. Using the Scope of Work outlined in Section 1.01 and procedures set forth below, Owner shall pay B&N as follows:
 - 1. An hourly-rate basis not-to-exceed the amount of **\$16,450** with an estimate of hours in Exhibit A. The hourly rate schedule by position is noted in the table below.

Rates Schedule

Classification	Hourly Rate Range
Principal	\$275
Project Manager; Director	\$220 - \$235
Civil Engineer	\$130 - \$175
Clerical	\$90 - \$115

- B. The amount billed monthly for B&N's services will be based upon man-hours completed during the billing period.
- C. For additional services B&N will negotiate with the Owner a modification to the fee.

3.02 Invoicing

A. B&N shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due B&N for services and expenses within 30 days after receipt of B&N's invoice, B&N may suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against B&N for any such suspension.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay B&N for its services is a substantial failure to perform and a basis for termination.
 - b. By B&N:
 - 1) Upon seven days written notice if owner demands that B&N furnish or perform services contrary to B&N's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if B&N's services for the Project are delayed for more than 90 days for reasons beyond B&N's control.

B&N shall have no liability to Owner on account of a termination by B&N under Section 4.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform

January 21, 2022 Page 4

and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon B&N's receipt of written notice from Owner.
- B. The terminating party under Section 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Section 4.01, B&N will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.01 Successors, Assigns, and Beneficiaries

- A. Owner and B&N are hereby bound and the successors, executors, administrators, and legal representatives of Owner and B&N (and to the extent permitted by Section 5.01.B the assigns of Owner and B&N) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor B&N may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or B&N to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and B&N and not for the benefit of any other party.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. All documents prepared or furnished by B&N are instruments of service, and B&N retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by B&N of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by B&N, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by B&N; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by B&N, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to B&N or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless B&N and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by B&N; and (4) such limited license to Owner shall not create any rights in third parties.
- C. Insurance: The insurance maintained by B&N is summarized below:
 - 1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
 - 2. During the term of this Agreement, B&N will maintain in full force and effect liability insurance coverage, and will provide to the Owner certificates confirming such coverage, upon request.
- J. Indemnification by B&N: To the fullest extent permitted by Laws and Regulations, B&N shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of B&N or B&N's officers, directors, members, partners, agents, employees, or Consultants.
- K. Indemnification by Owner: Notwithstanding any other provisions of this Agreement, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless B&N, its officers, directors, employees, and subconsultants, (collectively, B&N) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the negligent acts or negligent failure to act by B&N.
- L. Owner and B&N agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and B&N and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF KYLE, TX

ENGINEER: BURGESS & NIPLE, INC.

Zellen Hurst en Hurst, P.E.

By:	By: Kellen Hurst, P.E.
Title:	Title: District Director – Austin, Vice President
Date Signed:	Date Signed: 1/21/2022

Address for giving notices:

Address for giving notices:

9601 Amberglen Blvd., Suite 275

Austin, TX 78729

	EXHIBIT A - KYLE WATER DISTRIBUTIO	N MODELI	NG - MARK	ETPLACE DE	/ELOPMEN	NT		
				Team Men	nber Hour	S		
Task	Task Description	Principal	Project Manager	Modeling Engineer	Graduate Engineer	Administrative Assistant		Total Costs
1	Project Management, Status Reporting and Invoicing							
	Reporting, Supervision, Adminstration and Management		8	4		8	\$	3,500.00
						Task 1 Total	\$	3,500.00
2	Project Meetings							
	Kickoff Meeting		2	2			\$	820.00
	Project Review Meeting		4	4			\$	1,640.00
						Task 2 Total	\$	2,460.00
3	Demand Calculations					•		
	Demand Calculations		2	4			\$	1,170.00
						Task 3 Total	\$	1,170.00
4	Water Model Update							
	Future piping layout			8			\$	1,400.00
	Future demand scenario			2			\$	350.00
						Task 4 Total	\$	1,750.00
5	Water Model Evaluation					1		
	Maximum Day Demand with Existing Development			2			\$	350.00
	Maximum Day Demand with Proposed Development			4			\$	700.00
	Maximum Day Demand + Fire Flow with Proposed Development			4			\$	700.00
						Task 5 Total	\$	1,750.00
6	Deliverables			_			<u></u>	050.00
	Background Information Summary			2			\$	350.00
	Demand Summary			2			\$	350.00
	Hydraulic Results Summary			8			\$	1,400.00
	Hydraulic Results Exhibit			8			\$	1,400.00 700.00
	Recommendations			4			\$	
	Tech Memo Revisions			4		8 Task 6 Total	\$ ¢	1,620.00 5,820.00
	Project Estimated Total Hours and Fee	0	16	62	0		-	•
	Project Estimated 10tal Hours and Fee	0	16	62	0	16	Þ	16,450.00



CITY OF KYLE, TEXAS

Air Barrier Testing - PSC

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Approve ECS contract for Testing at Public Safety Center in the amount of \$25,200.00 to perform the necessary Air Barrier Testing that is called out in the specifications to be provided by owner. ~ *David Harding*, *AG*|*CM*

Other Information:

Legal Notes:

Budget Information: Funding in the amount of \$25,200.00 will be provided from the \$37.0 million General Obligation Bonds as authorized by the voters in 2020 for the City's Public Safety Center project from the following bond account:

• 1951-67720-572220

ATTACHMENTS:

Description

- 50-0538-FP Kyle Public Safety Center Building Envelope
- D 07 27 26 FLUID-APPLIED MEMBRANE AIR BARRIERS
- 08 41 13 ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
- 08 51 13 ALUMINUM WINDOWS
- 07 92 00 JOINT SEALANTS



ECS Southwest, LLP

Proposal for Building Envelope Services

Kyle Public Safety Center 1760 Kohlers Crossing, Kyle, Texas 78640

Prepared for AG/CM 1101 Ocean Drive, P.O. Box 2682, Corpus Christi, Texas 78403

ECS Proposal Number 50:0538-FP

June 7, 2022



"Setting the Standard for Service"



Geotechnical • Construction Materials • Environmental • Facilities

June 7, 2022

Mr. David Harding AG/CM 1101 Ocean Drive P.O. Box 2682 Corpus Christi, Texas 78403

ECS Proposal No. 50:0538-FP

Reference: Proposal for Building Envelope Services Kyle Public Safety Center 1760 Kohlers Crossing, Kyle, Texas 78640

Dear Mr. Harding,

ECS Southwest, LLP (ECS) is pleased to provide our estimated cost proposal for providing Building Envelope Services for the referenced project located at 1760 Kohlers Crossing, Kyle, Texas. The services offered are to evaluate the intended building envelope performance and document compliance with the construction documents.

Based on the information available, a project description is noted in Section 1.1. The proposed scope of services for this project is outlined in Section 2.0.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at (210) 383-8750 or slatimer@ecslimited.com.

Steve Latimer, AIA, IIBEC Facilities Senior Associate slatimer@ecslimited.com

Robert J. Gardere Facilities Branch Manager rgardere@ecslimited.com

1.0 PROJECT INFORMATION

1.1 Project Description

We understand that the project is located at 1760 Kohlers Crossing in Kyle, Hays County, Texas, and consists of the new construction of one (1) 59,590 square foot, two-story, mixed-use building. The office building's exterior cladding will consist primarily of brick veneer. The roof will consist of metal and single-ply sheet membrane roofing assemblies. The fenestration systems will consist of aluminum frame double pane and aluminum-framed entrances and storefronts. The scope of services provided herein is intended to provide quality assurance testing of the building enclosure construction.

The anticipated scope of services for this project is outlined in Section 2.0 of this proposal.

1.2 Unit Rate Schedule

An estimated cost has been included in Section 3.0 for your budgeting purposes. Services provided for this project will be billed in accordance with the unit rate schedule provided in Section 4.0 of this proposal. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. Unit prices listed herein shall remain as stated throughout the project.

1.3 Estimated Cost

The total estimated cost for this project is outlined in Section 3.0. This total estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of the information available to us during the preparation of this proposal. The project schedule has not yet been prepared; however, for your preliminary budgeting purposes, we have assumed the anticipated project duration as detailed in the attached estimated cost.

ECS was provided with the Architecture Drawings from PGAL Architects, dated July 14, 2021 and Project Specifications, dated July 14, 2021 for our review to assist with producing this proposal.

Deviations from the assumed quantities and timeframe detailed in the attached estimate are not included and will be considered as an addition to our proposed scope of service. Actual costs may be greater or less than the estimate based upon actual quantities that will be calculated using the enclosed schedule of unit rates.

This estimated cost proposal does not include fees for equipment rental costs. It is assumed that the contractor will provide safe access to the exterior of the specimens being tested. This includes man-lifts, swing-stages, etc. and an operator to run the equipment, if necessary.

1.4 Billing and Contract Conditions

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of



monitoring job expenses as they relate to job progress. We request that payment is rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

1.5 Schedule, Reporting and Communication

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is (210) 383-8750. All scheduling requests must be made one week in advance so that the proper personnel may be scheduled for the required task.

ECS proposes issuing a test report within one week of completing testing. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

2.0 SCOPE OF SERVICES

2.1 Construction Phase - Testing and Quality Assurance

2.1.1 07 27 26 - Fluid-Applied Membrane Air Barriers

Field Testing: ECS will witness or perform the following specified testing methods.

- Air Leakage Testing: Air-barrier assemblies tested for evidence of air leakage according to ASTM E779, chamber positive pressure test and negative pressure test in conjunction with leak detection using door blowers and fog colored smoke at walls, floors and ceilings.
- Diagnostic Testing: Visual observation and feel for air movement at air barrier assemblies in conjunction with Air Leakage Testing of the building envelope.
- Thermography Testing (Option 1): Air barrier assemblies tested for evidence of air leakage to ASTM E1186 standards. Thermographer will use a thermal imaging camera with operating spectral range between 2 and 15 micrometers and 320x240 pixels for recording still frame images. The Thermography Test will be in conjunction with Air leakage Testing.
- For purposes of estimating, we have assumed a total of one (1) visit of field testing will be required.

2.1.2 07 92 00 - Joint Sealants

Field-Adhesion Testing (Option 2): Field test joint sealant adhesion to joint substrate as per specifications is as follows:

1. Test Methodology: According to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C1521.



- 2. Test Area: For each type of sealant and joint substrate, perform procedure ten (10) tests for the first 1,000 linear feet of joint substrate. If no test failure is observed in the first 1,000 feet of joint, perform procedure every 1,000 linear feet thereafter or approximately once per floor per elevation.
 - The appropriate contractor shall be responsible for repairing areas where test cuts were made according to the roofing system manufacturer's written instructions.
- 3. Evaluation of Results: Sealant not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory.
- 4. Test Frequency: As directed by Architect (*For purposes of estimating we have assumed a total of one (1) visit of field testing will be required.*)

2.1.3 08 41 13 - Aluminum-Framed Entrances and Storefronts

Field Testing (Option 3)- Testing and inspecting of representative areas to determine compliance of installed systems per specifications.

- 1. Air Infiltration: Areas shall be tested for air leakage according to ASTM E783.
 - Allowable Air Infiltration: Areas to be tested for air leakage of 1.5 times the rate specified for laboratory testing under "Performance Requirements" Article, but not more than 0.50 cfm/sq. ft. of fixed wall area when tested at a minimum static-air-pressure difference of 6.24 lbf/sq. ft.
 - Test Frequency: As directed by Architect (For purposes of estimating we have assumed one (1) visit will be required.)
- 2. Water Penetration: Areas shall be tested for water penetration according to ASTM E1105.
 - Test Procedure: According to ASTM E1105 at a uniform static air pressure difference of 0.67 times the pressure specified for laboratory testing under "Performance Requirements" Article, but not less than 10.0 lbf/sq. ft., and shall not evidence "uncontrolled" water penetration.
 - Test Frequency: As directed by Architect (For purposes of estimating we have assumed one (1) visit will be required.)
- 3. Water Spray Test: Areas shall be tested according to AAMA 501.2.
 - Test Area: 75 feet by 1 story of aluminum-framed systems designated by Architect and shall not evidence water penetration in accordance with AAMA 501.2.
 - Test Frequency: As directed by Architect (For purposes of estimating we have assumed one (1) visit will be required.)

2.1.4 08 51 13 Aluminum Windows

Field Testing (Option 4) - Testing and inspecting of representative areas to determine compliance of installed systems per specifications.

- 1. Water Penetration: Areas shall be tested for water penetration according to ASTM E1105.
 - Test Procedure: According to AAMA 502 for ASTM E1105 at a uniform static air pressure difference of 0.67 times the pressure specified for laboratory testing under "Performance Requirements" Article, but not less than 10.0 lbf/sq. ft., and shall not evidence "uncontrolled" water penetration.



- Test Frequency: As directed by Architect (For purposes of estimating we have assumed one (1) visit will be required.)
- 2. Water Spray Test: Areas shall be tested according to AAMA 501.2.
 - Test Area: 75 feet by 1 story of aluminum-framed systems designated by Architect and shall not evidence water penetration in accordance with AAMA 501.2.
 - Test Frequency: As directed by Architect (For purposes of estimating we have assumed one (1) visit will be required.)

2.1.5 Testing Assumptions & Limitations

The following assumptions and limitations apply to all testing scopes offered in this proposal:

- Notification and coordination of all parties involved provided by others.
- Any pertinent project documentation provided in electronic format provided by others.
- ECS will be providing testing services only. Investigative and/or consulting services can be provided on a unit rate basis. Our units rates for professional staff are attached should such efforts be necessary.
- ASTM E783 Air Infiltration testing and ASTM E1105 Water Penetration testing will be performed in sequence on the same specimen, air infiltration testing first and water penetration second.
- Locations of the specimens to be tested are selected by others, or as specified.
- The contractor will provide water (30 psi or higher) and electrical power within 100 feet of test areas, as required for the testing.
- If specimens to be tested are not on ground level, the contractor will provide safe access to the exterior of the specimens being tested. This includes man-lifts, swing-stages, etc. and an operator to run the equipment, if necessary. If safe access is not provided, ECS can arrange our own access for a pre-determined additional fee.
- The testing should take place prior to the installation of interior finishes. If the removal of interior finishes is required, the contractor will be responsible for removing the finishes and replacing them once testing has been completed.
- The enclosure area will be provided by the Architect of Record / General Contractor. If ECS is required to calculate the enclosure area prior to testing, additional fees may be incurred.
- The building enclosure is complete at the time of preparation and testing ASTM E779. The building preparation will be completed by others in accordance with the applicable standards.
- If re-testing is requested due to previous failure, additional charges would apply. We will invoice in accordance with the unit rates based on number of days and mobilizations.
- If there is significant standby time or a return trip is required to complete fieldwork due to access limitations, there will be additional charges. Additional time will be billed in accordance with the Unit Rate Schedule.
- ECS is not responsible for any damage to sealants, finishes, or any other construction elements as a result of the testing.
- Should more than the assumed amount of tests be required, additional charges would apply. We will invoice in accordance with the unit rates based on number of days and mobilizations.



ECS Southwest, LLP

3.0 ESTIMATED COSTS



	FEE ESTIMATE						
	BUILDING ENVELOPE QUALITY ASSURANCE TESTING	6					
	Kyle Public Safety Center - Kyle, Texas						
2.1.1 07 27 26 Fluid-Applied Membrane	Air Barriers	Qua	intity		Unit Rate		Cost
1.0 Air Barrier Testing including 4-hr. m	n site visit, equipment, mobilization, and report	1	ls	@	\$8,900.00 / Is	\$	8,900.00
	cluding 4-hr. min site visit, equipment, mobilization, and report	1	ls	@	\$3,000.00 / Is	\$	3,000.00
Fluid-Applied Membrane Air Barriers Su	btotal:					\$	11,900.00
2.1.2 07 92 00 Joint Sealants (Option 2)		Qua	ntity		Unit Rate		Cost
1.0 Tests (ASTM C1193 or C1521) incluc	ing 4-hr. min site visit, equipment, mobilization, and report	1	visit	@	\$1,500.00 / visit	\$	1,500.00
Joint Sealants Subtotal:						\$	1,500.00
2.1.3 08 41 13 Aluminum-Framed Entra	nces and Storefronts (Option 3)	Qua	ntity		Unit Rate		Cost
1.0 Tests (ASTM E783) including 4-hr. m	in site visit, equipment, mobilization, and report	1	visit	@	\$1,200.00 / visit	\$	1,200.00
2.0 Tests (ASTM E1105) including 4-hr.	nin site visit, equipment, mobilization, and report	1	visit	@	\$3,500.00 / visit	\$	3,500.00
3.0 Tests (AAMA 501.2) including 4-hr. I	nin site visit, equipment, mobilization, and report	1	visit	@	\$2,500.00 / visit	\$	2,500.00
Aluminum-Framed Entrances and Store	fronts Subtotal:					\$	7,200.00
2.1.4 08 51 13 Aluminum Windows (Opt	ion 4)	Qua	ntity		Unit Rate		Cost
1.0 Tests (ASTM E783) including 4-hr. m	in site visit, equipment, mobilization, and report	1	visit	@	\$1,200.00 / visit	\$	1,200.00
2.0 Tests (AAMA 501.2) including 4-hr. I	nin site visit, equipment, mobilization, and report	1	visit	@	\$2,500.00 / visit	\$	2,500.00
Aluminum Windows Subtotal:						\$	3,700.00
Travel	Quantity				Unit Rate		Cost
1.0 Trip Charge		6	trips	@	\$150.00 / trip	\$	900.00
 Cancelled Mobilization Fee 	as needed (not included total)			@	\$350.00 / each	\$	-
Travel Subtotal:						\$	900.00
ESTIMATED TOTAL COST:						ć	25,200.00

ECS^{tem # 16}

4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel, directly related to the project as requested.

ECS building envelope field services will be rendered as on-site time only and an economical trip charge to account for travel time and mileage. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

DESCRIPTION	UNIT RATE
Principal	\$230/hour
Senior Project Engineer/Architect	\$180/hour
Senior Project Manager	\$170/hour
Project Manager	\$150/hour
Staff Project Manager	\$135/hour
Building Envelope Technician	\$105/hour
Administrative	\$70/hour
Mileage	\$0.70/mile



5.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form on behalf of AG/CM and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

If the Client has a Consultant Agreement that you wish to execute with ECS, ECS will charge for the time required to fully review and negotiate agreeable terms, including fees from ECS' internal Attorney counsel.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form on behalf of AG/CM will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form.



6.0 PROPOSAL ACCEPTANCE FORM

	PROPOSAL ACCEPTANCE FORM (Please Print or Type)
ECS Proposal Number	50:0538-FP dated June 7, 2022
Project Name	Kyle Public Safety Center
Location	1760 Kohlers Crossing, Kyle, Texas 78640
Fee Estimate	\$25,200.00

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and AG/CM. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

C	CLIENT INFORMATION
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	David Harding
Proposal Addressee - Company	AG/CM
Please Print Below if Invoice Address	ee is Different Than Proposal Addressee or Special Invoicing Instructions
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Invoice Addressee - Phone Number Purchase Order Number	



Pay Application Required



7.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.



Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Southwest, LLP ["ECS"] pursuant to including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and AG/CM (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts. 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials. 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use.

Terms and Conditions of Service

CLIENT understands and agrees that any use of the Documents of Service by anyone other than harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose,

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/ or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount. that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%. 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

Terms and Conditions of Service

ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY **PROVISION OF THIS AGREEMENT.**

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INIURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or anv individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate. 23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision. 25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement. **30.0 TITLES: ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

SECTION 07 27 26 – FLUID-APPLIED MEMBRANE AIR BARRIERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:1. Fluid-applied membrane air barrier, vapor permeable.
- B. Related Sections include the following:
 - 1. Division 04 Section "Unit Masonry" for embedded flashings.
 - 2. Division 06 Section "Sheathing" for wall sheathings, wall sheathing joint-and-penetration treatments.
 - 3. Division 07 Section "Sheet Metal Flashing and Trim" for sheet metal flashings.
 - 4. Division 07 Section "Joint Sealants" for joint-sealant materials and installation.

1.3 DEFINITIONS

- A. ABAA: Air Barrier Association of America.
- B. Air Barrier Assembly: The collection of air barrier materials and auxiliary materials applied to an opaque wall, including joints and junctions to abutting construction, to control air movement through the wall.

1.4 PERFORMANCE REQUIREMENTS

A. General: Air barrier shall be capable of performing as a continuous vapor-permeable air barrier. Air barrier assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits.

1.5 PRECONSTRUCTION TESTING

- A. Mockup Testing: Air barrier assemblies shall comply with performance requirements indicated, as evidenced by reports based on mockup testing by a qualified testing agency.
 - 1. Owner will engage a qualified testing agency.
 - 2. Quantitative Air Leakage Testing: Testing of the mockup for air leakage will be conducted not to exceed the test pressure differential, positive and negative, indicated in

"Performance Requirements" Article for air barrier assembly air leakage when tested according to ASTM E 283.

3. Notify Architect seven days in advance of the dates and times when mockup testing will take place.

1.6 SUBMITTALS

- A. Product Data: Include manufacturer's written instructions for evaluating, preparing, and treating substrate; technical data; and tested physical and performance properties of air barrier.
- B. Shop Drawings: Show locations and extent of air barrier. Include details for substrate joints and cracks, counterflashing strip, penetrations, inside and outside corners, terminations, and tieins with adjoining construction.
 - 1. Include details of interfaces with other materials that form part of air barrier.
 - 2. Include details of mockups.
- C. Product Certificates: For air barriers, certifying compatibility of air barrier and accessory materials with Project materials that connect to or that come in contact with the barrier; signed by product manufacturer.
- D. Qualification Data: For Applicator.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for air barriers.

1.7 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm experienced in applying air barrier materials similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance and that is an ABAA-licensed contractor, employs certified and registered installers, and complies with ABAA's Quality Assurance Program.
- B. Mockups: Before beginning installation of air barrier, build mockups of exterior wall assembly , 150 sq. ft., incorporating backup wall construction, external cladding, window, door frame and sill, insulation, and flashing to demonstrate surface preparation, crack and joint treatment, and sealing of gaps, terminations, and penetrations of air barrier membrane.
 - 1. Coordinate construction of mockup to permit inspection by Owner's testing agency of air barrier before external insulation and cladding is installed.
 - 2. Include junction with roofing membrane and building corner condition.
 - 3. If Architect determines mockups do not comply with requirements, reconstruct mockups and apply air barrier until mockups are approved.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- C. Preinstallation Conference: Conduct conference at Project site.

- 1. Include installers of other construction connecting to air barrier, including roofing, waterproofing, architectural precast concrete, masonry, sealants, windows, glazed curtain walls, and door frames.
- 2. Review air barrier requirements including surface preparation, substrate condition and pretreatment, minimum substrate curing period, forecasted weather conditions, special details and sheet flashings, mockups, installation procedures, sequence of installation, testing and inspecting procedures, and protection and repairs.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store liquid materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air barrier manufacturer.
- B. Remove and replace liquid materials that cannot be applied within their stated shelf life.
- C. Store rolls according to manufacturer's written instructions.
- D. Protect stored materials from direct sunlight.

1.9 **PROJECT CONDITIONS**

A. Environmental Limitations: Apply air barrier within the range of ambient and substrate temperatures recommended by air barrier manufacturer. Protect substrates from environmental conditions that affect performance of air barrier. Do not apply air barrier to a damp or wet substrate or during snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 FLUID-APPLIED MEMBRANE AIR BARRIER

- A. Fluid-Applied, Vapor-Permeable Membrane Air Barrier: Single component acrylic membrane.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Acrylic Membrane:
 - 1) Henry Company.
 - 2) W.R. Grace Perm-A-Barrier VP.
 - 2. Physical and Performance Properties:
 - a. Membrane Air Permeance: Not to exceed 0.004 cfm/ sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E 2178.
 - b. Membrane Vapor Permeance: Not less than 11.2 perms; ASTM E 96.

2.2 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by air barrier manufacturer for intended use and compatible with air barrier membrane. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Primer: Liquid waterborne primer recommended for substrate by manufacturer of air barrier material.
- C. Counterflashing Strip: Modified bituminous, 40-mil- thick, self-adhering sheet consisting of 32 mils of rubberized asphalt laminated to an 8-mil- thick, crosslaminated polyethylene film with release liner backing.
- D. Joint Reinforcing Strip: Air barrier manufacturer's glass-fiber-mesh tape.
- E. Substrate Patching Membrane: Manufacturer's standard trowel-grade substrate filler.
- F. Adhesive and Tape: Air barrier manufacturer's standard adhesive and pressure-sensitive adhesive tape.
- G. Sprayed Polyurethane Foam Sealant: 1- or 2-component, foamed-in-place, polyurethane foam sealant, 1.5 to 2.0 lb/cu. ft density; flame spread index of 25 or less according to ASTM E 162; with primer and noncorrosive substrate cleaner recommended by foam sealant manufacturer.
- H. Adhesive-Coated Transition Strip: Vapor-permeable, 17-mil- thick, self-adhering strip consisting of an adhesive coating over a permeable laminate with a permeance of 37 perms.
- I. Preformed Silicone-Sealant Extrusion: Manufacturer's standard system consisting of cured lowmodulus silicone extrusion, sized to fit opening widths, with a single-component, neutralcuring, Class 100/50 (low-modulus) silicone sealant for bonding extrusions to substrates.
- J. Joint Sealant: ASTM C 920, single-component, neutral-curing silicone; Class 100/50 (low-modulus), Grade NS, Use NT related to exposure, and, as applicable to joint substrates indicated, Use O. Comply with Division 07 Section "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance.
 - 1. Verify that substrates are sound and free of oil, grease, dirt, excess mortar, or other contaminants.
 - 2. Verify that concrete has cured and aged for minimum time period recommended by air barrier manufacturer.
 - 3. Verify that concrete is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 4. Verify that masonry joints are flush and completely filled with mortar.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Clean, prepare, treat, and seal substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air barrier application.
- B. Mask off adjoining surfaces not covered by air barrier to prevent spillage and overspray affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate patching membrane.
- E. Remove excess mortar from masonry ties, shelf angles, and other obstructions.
- F. At changes in substrate plane, apply sealant or termination mastic beads at sharp corners and edges to form a smooth transition from one plane to another.
- G. Cover gaps in substrate plane and form a smooth transition from one substrate plane to another with stainless-steel sheet mechanically fastened to structural framing to provide continuous support for air barrier.

3.3 JOINT TREATMENT

- A. Concrete and Masonry: Prepare, treat, rout, and fill joints and cracks in substrate according to ASTM C 1193 and air barrier manufacturer's written instructions. Remove dust and dirt from joints and cracks complying with ASTM D 4258 before coating surfaces.
 - 1. Prime substrate and apply a single thickness of preparation coat strip extending a minimum of 3 inches along each side of joints and cracks. Apply a double thickness of air barrier membrane and embed a joint reinforcing strip in preparation coat.
- B. Gypsum Sheathing: Fill joints greater than 1/4 inch with sealant according to ASTM C 1193 and with air barrier manufacturer's written instructions. Apply first layer of fluid air barrier membrane at joints. Tape joints with joint reinforcing strip after first layer is dry. Apply a second layer of fluid air barrier membrane over joint reinforcing strip.

3.4 TRANSITION STRIP INSTALLATION

- A. Install strips, transition strips, and auxiliary materials according to air barrier manufacturer's written instructions to form a seal with adjacent construction and maintain a continuous air barrier.
 - 1. Coordinate the installation of air barrier with installation of roofing membrane and base flashing to ensure continuity of air barrier with roofing membrane.
 - 2. Install rubberized asphalt strip on roofing membrane or base flashing so that a minimum of 3 inches of coverage is achieved over both substrates.

- B. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by air barrier sheet in same day. Reprime areas exposed for more than 24 hours.
 - 1. Prime glass-fiber-surfaced gypsum sheathing with number of prime coats needed to achieve required bond, with adequate drying time between coats.
- C. Connect and seal exterior wall air barrier membrane continuously to roofing membrane air barrier, concrete below-grade structures, floor-to floor construction, exterior glazing and window systems, glazed curtain-wall systems, storefront systems, exterior louvers, exterior door framing, and other construction used in exterior wall openings, using accessory materials.
- D. At end of each working day, seal top edge of strips and transition strips to substrate with termination mastic.
- E. Apply joint sealants forming part of air barrier assembly within manufacturer's recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Wall Openings: Prime concealed perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply rubberized asphalt transition strip so that a minimum of 3 inches of coverage is achieved over both substrates. Maintain 3 inches of full contact over firm bearing to perimeter frames with not less than 1 inch of full contact.
 - 1. Rubberized asphalt transition Strip: Roll firmly to enhance adhesion.
- G. Fill gaps in perimeter frame surfaces of windows, curtain walls, storefronts, and doors, and miscellaneous penetrations of air barrier membrane with foam sealant.
- H. Seal strips and transition strips around masonry reinforcing or ties and penetrations with termination mastic.
- I. Seal top of through-wall flashings to air barrier with an additional 6-inch- wide, rubberized asphalt strip.
- J. Seal exposed edges of strips at seams, cuts, penetrations, and terminations not concealed by metal counterflashings or ending in reglets with termination mastic.
- K. Repair punctures, voids, and deficient lapped seams in strips and transition strips. Slit and flatten fishmouths and blisters. Patch with transition strips extending 6 inches beyond repaired areas in strip direction.

3.5 AIR BARRIER MEMBRANE INSTALLATION

- A. Apply air barrier membrane to form a seal with strips and transition strips and to achieve a continuous air barrier according to air barrier manufacturer's written instructions.
- B. Apply air barrier membrane within manufacturer's recommended application temperature ranges.
- C. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by air barrier sheet in same day. Reprime areas exposed for more than 24 hours.

- 1. Prime glass-fiber-surfaced gypsum sheathing with number of prime coats needed to achieve required bond, with adequate drying time between coats.
- D. Apply a continuous unbroken air barrier to substrates according to the following minimum thickness. Apply membrane in full contact around protrusions such as masonry ties.
 - 1. Vapor-Permeable, Low-Build Air Barrier: Total dry film thickness as recommended in writing by manufacturer to comply with performance requirements, applied in one or more equal coats. Apply additional material as needed to achieve void- and pinhole-free surface, but do not exceed thickness on which required vapor permeability is based.
- E. Apply strip and transition strip over cured air membrane overlapping 3 inches onto each surface according to air barrier manufacturer's written instructions.
- F. Do not cover air barrier until it has been tested and inspected by Owner's testing agency.
- G. Correct deficiencies in or remove air barrier that does not comply with requirements; repair substrates and reapply air barrier components.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Inspections: Air barrier materials and installation are subject to inspection for compliance with requirements. Inspections may include the following:
 - 1. Continuity of air barrier system has been achieved throughout the building envelope with no gaps or holes.
 - 2. Continuous structural support of air barrier system has been provided.
 - 3. Masonry and concrete surfaces are smooth, clean and free of cavities, protrusions, and mortar droppings.
 - 4. Site conditions for application temperature and dryness of substrates have been maintained.
 - 5. Maximum exposure time of materials to UV deterioration has not been exceeded.
 - 6. Surfaces have been primed, if applicable.
 - 7. Laps in strips and transition strips have complied with minimum requirements and have been shingled in the correct direction (or mastic has been applied on exposed edges), with no fishmouths.
 - 8. Termination mastic has been applied on cut edges.
 - 9. Strips and transition strips have been firmly adhered to substrate.
 - 10. Compatible materials have been used.
 - 11. Transitions at changes in direction and structural support at gaps have been provided.
 - 12. Connections between assemblies (membrane and sealants) have complied with requirements for cleanliness, preparation and priming of surfaces, structural support, integrity, and continuity of seal.
 - 13. All penetrations have been sealed.
- C. Tests: Testing to be performed will be determined by Owner's testing agency from among the following tests:

- 1. Qualitative Testing: Air barrier assemblies will be tested for evidence of air leakage according to ASTM E 1186, smoke pencil with pressurization or depressurization.
- 2. Quantitative Air Leakage Testing: Testing not to exceed the test pressure differential, positive and negative, indicated in "Performance Requirements" Article for air barrier assembly air leakage according to ASTM E 283.
- D. Remove and replace deficient air barrier components and retest as specified above.

3.7 CLEANING AND PROTECTION

- A. Protect air barrier system from damage during application and remainder of construction period, according to manufacturer's written instructions.
 - 1. Protect air barrier from exposure to UV light and harmful weather exposure as required by manufacturer. Remove and replace air barrier exposed for more than recommended by manufacturer.
 - 2. Protect air barrier from contact with creosote, uncured coal-tar products, TPO, EPDM, flexible PVC membranes, and sealants not approved by air barrier manufacturer.
- B. Clean spills, stains, and soiling from construction that would be exposed in the completed work using cleaning agents and procedures recommended by manufacturer of affected construction.
- C. Remove masking materials after installation.

END OF SECTION 07 27 26

SECTION 08 41 13 – ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior storefront framing.
 - 2. Exterior manual-swing entrance doors and door-frame units.
- B. Related Sections include the following:

1. Division 8 Section "Glazing" for glazing for storefront and entrance door units.

1.3 DEFINITIONS

A. ADA/ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disability Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities."

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:
 - 1. Movements of supporting structure indicated on Drawings including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
 - 2. Dimensional tolerances of building frame and other adjacent construction.
 - 3. Failure includes the following:
 - a. Deflection exceeding specified limits.
 - b. Thermal stresses transferring to building structure.
 - c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
 - d. Glazing-to-glazing contact.
 - e. Noise or vibration created by wind and by thermal and structural movements.
 - f. Loosening or weakening of fasteners, attachments, and other components.
 - g. Sealant failure.

- h. Failure of operating units.
- B. Delegated Design: Design aluminum-framed systems, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- C. Structural Loads:
 - 1. Wind Loads:
 - a. Basic Wind Speed: See Drawing Sheet S0.01 Part E
- D. Deflection of Framing Members:
 - 1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane shall not exceed L/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch, whichever is smaller.
- E. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:
 - 1. When tested at positive and negative wind-load design pressures, systems do not evidence deflection exceeding specified limits.
 - 2. When tested at 150 percent of positive and negative wind-load design pressures, systems, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not fewer than 10 seconds.
- F. Air Infiltration: Provide aluminum-framed systems with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft..
- G. Water Penetration under Static Pressure: Provide aluminum-framed systems that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
- H. Water Penetration under Dynamic Pressure: Provide aluminum-framed systems that do not evidence water leakage through fixed glazing and framing areas when tested according to AAMA 501.1 under dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
 - 1. Maximum Water Leakage: According to AAMA 501.1. Water leakage does not include water controlled by flashing and gutters that is drained to exterior and water that cannot damage adjacent materials or finishes.
- I. Thermal Movements: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures.

Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

- 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- 2. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
 - a. High Exterior Ambient-Air Temperature: That which produces an exterior metalsurface temperature of 180 deg F.
 - b. Low Exterior Ambient-Air Temperature: 0 deg F.
- 3. Interior Ambient-Air Temperature: 75 deg F.
- J. Condensation Resistance: Provide aluminum-framed systems with fixed glazing and framing areas having condensation-resistance factor (CRF) of not less than 45 when tested according to AAMA 1503.
- K. Thermal Conductance: Provide aluminum-framed systems with fixed glazing and framing areas having an average U-factor of not more than 0.57 Btu/sq. ft. x h x deg F when tested according to AAMA 1503.
- L. Sound Transmission: Provide aluminum-framed systems with fixed glazing and framing areas having the following sound-transmission characteristics:
 - 1. Sound Transmission Class (STC): Minimum 26 STC when tested for laboratory sound transmission loss according to ASTM E 90 and determined by ASTM E 413.
 - 2. Outdoor-Indoor Transmission Class (OITC): Minimum 26 OITC when tested for laboratory sound transmission loss according to ASTM E 90 and determined by ASTM E 1332.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for aluminum-framed systems.
- B. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Include details of provisions for system expansion and contraction and for drainage of moisture in the system to the exterior.
 - 2. For entrance doors, include hardware schedule and indicate operating hardware types, functions, quantities, and locations.
- C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- D. Fabrication Sample: Of each vertical-to-horizontal intersection of aluminum-framed systems, made from 12-inch lengths of full-size components and showing details of the following:

- 1. Joinery, including concealed welds.
- 2. Anchorage.
- 3. Expansion provisions.
- 4. Glazing.
- 5. Flashing and drainage.
- E. Other Action Submittals:
 - 1. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.
- F. Delegated-Design Submittal: For aluminum-framed systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Detail fabrication and assembly of aluminum-framed systems.
 - 2. Include design calculations.
- G. Qualification Data: For qualified Installer and testing agency.
- H. Welding certificates.
- I. Preconstruction Test Reports: For sealant.
- J. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for aluminum-framed systems, indicating compliance with performance requirements.
- K. Source quality-control reports.
- L. Quality-Control Program for Structural-Sealant-Glazed System: Include reports.
- M. Field quality-control reports.
- N. Maintenance Data: For aluminum-framed systems to include in maintenance manuals.
- O. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Engineering Responsibility: Prepare data for aluminum-framed systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.

- D. Quality-Control Program for Structural-Sealant-Glazed System: Develop quality control program specifically for Project. Document quality-control procedures and verify results for aluminum-framed systems. Comply with ASTM C 1401 recommendations including, but not limited to, system material-qualification procedures, preconstruction sealant-testing program, procedures for system fabrication and installation, and intervals of reviews and checks.
- E. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
 - 1. Do not revise intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If revisions are proposed, submit comprehensive explanatory data to Architect for review.
- F. Preconstruction Sealant Testing: For structural-sealant-glazed systems, perform sealant manufacturer's standard tests for compatibility with and adhesion of each material that will come in contact with sealants and each condition required by aluminum-framed systems.
 - 1. Test a minimum five samples each of metal, glazing, and other material.
 - 2. Prepare samples using techniques and primers required for installed systems.
 - 3. For materials that fail tests, determine corrective measures necessary to prepare each material to ensure compatibility with and adhesion of sealants including, but not limited to, specially formulated primers. After performing these corrective measures on the minimum number of samples required for each material, retest materials.
- G. Accessible Entrances: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.
- H. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.
- I. Welding Qualifications: Qualify procedures and personnel according to AWS D1.2, "Structural Welding Code Aluminum."
- J. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical wall area as shown on Drawings.
 - 2. Field testing shall be performed on mockups according to requirements in "Field Quality Control" Article.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- K. Preinstallation Conference: Conduct conference at Project site.

1.7 **PROJECT CONDITIONS**

A. Field Measurements: Verify actual locations of structural supports for aluminum-framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration caused by thermal movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Adhesive or cohesive sealant failures.
 - e. Water leakage through fixed glazing and framing areas.
 - f. Failure of operating components.
 - 2. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components on which finishes do not comply with requirements or that fail in materials or workmanship within specified warranty period. Warranty does not include normal weathering.
 - 1. Warranty Period: Five years from date of Substantial Completion.

1.9 MAINTENANCE SERVICE

- A. Entrance Door Hardware:
 - 1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.
 - 2. Initial Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of entrance door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper entrance door hardware operation at rated speed and capacity. Provide parts and supplies the same as those used in the manufacture and installation of original equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Trifab 601UT as manufactured by Kawneer North America or comparable product by one of the following:
 - 1. Arcadia, Inc.
 - 2. Arch Aluminum & Glass Co., Inc.
 - 3. CMI Architectural
 - 4. Commercial Architectural Products, Inc.
 - 5. EFCO Corporation.
 - 6. F-M Enterprises, Inc.
 - 7. Leed Himmel Industries, Inc.
 - 8. Pittco Architectural Metals, Inc.
 - 9. TRACO.
 - 10. Tubelite.
 - 11. United States Aluminum.
 - 12. Vistawall.
 - 13. YKK AP America Inc.
 - 14. Oldcastle

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1. Sheet and Plate: ASTM B 209.
 - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - 3. Extruded Structural Pipe and Tubes: ASTM B 429.
 - 4. Structural Profiles: ASTM B 308/B 308M.
 - 5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.
- B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
 - 1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - 2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - 3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.3 FRAMING SYSTEMS

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - 1. Construction: Thermally broken.

- 2. Glazing System: Retained mechanically with gaskets on four sides.
- 3. Glazing Plane: Front set.
- 4. Size: 2-1/2" x 6" as shown on drawings.
- 5. Exterior glazed system.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
 - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system, fabricated from stainless steel.
- D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.
- E. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- F. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.
 - 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 GLAZING SYSTEMS

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.
- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

2.5 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
 - 1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch- thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.

- a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
- 2. Door Design: As indicated.
 - a. Accessible Doors: Smooth surfaced for width of door in area within 10 inches above floor or ground plane.
- 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.

2.6 ENTRANCE DOOR HARDWARE

- A. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door to comply with requirements in this Section.
 - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
 - 3. Opening-Force Requirements:
 - a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbfto set the door in motion and not more than 15 lbf to open the door to its minimum required width.
 - b. Accessible Interior Doors: Not more than 5 lbf to fully open door.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:
 - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.
 - 2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.
- C. Opening-Force Requirements:
 - 1. Delayed-Egress Locks: Lock releases within 15 seconds after applying a force of not more than 15 lbf for not more than 3 seconds.
 - 2. Latches and Exit Devices: Not more than 15 lbf required to release latch.
- D. Pivot Hinges: BHMA A156.4, Grade 1.
 - 1. Offset-Pivot Hinges: Provide top, bottom, and intermediate offset pivots at each door leaf.
- E. Automatic and Self-Latching Flush Bolts: BHMA A156.3, Grade 1.

- F. Panic Exit Devices: BHMA A156.3, Grade 1, listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.
- G. Cylinders: As specified in Division 08 Section "Door Hardware."
 - 1. Keying: Master key system. Permanently inscribe each key with a visual key control number and include notation "DO NOT DUPLICATE".
- H. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- I. Operating Trim: BHMA A156.6.
- J. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to meet field conditions and requirements for opening force.
- K. Concealed Overhead Holders: BHMA A156.8, Grade 1.
- L. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
- M. Weather Stripping: Manufacturer's standard replaceable components.
 - 1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
 - 2. Sliding Type: AAMA 701, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
- N. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
- O. Silencers: BHMA A156.16, Grade 1.
- P. Thresholds: BHMA A156.21, raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch.
- Q. Finger Guards: Manufacturer's standard collapsible neoprene or PVC gasket anchored to frame hinge-jamb at center-pivoted doors.

2.7 ACCESSORY MATERIALS

- A. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants."
 - 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil thickness per coat.

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 6. Provisions for field replacement of glazing from exterior.
 - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 - 1. At exterior doors, provide compression weather stripping at fixed stops.
- F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.1. At exterior doors, provide weather sweeps applied to door bottoms.
- G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
- 2.10 SOURCE QUALITY CONTROL
 - A. Testing Agency: Owner will engage a qualified testing agency to evaluate structural-sealantglazed systems.
 - B. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General:
 - 1. Comply with manufacturer's written instructions.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure nonmovement joints.
 - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
 - 6. Seal joints watertight unless otherwise indicated.
- B. Metal Protection:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
- D. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.
- E. Install components plumb and true in alignment with established lines and grades, and without warp or rack.
- F. Install glazing as specified in Division 08 Section "Glazing."
- G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
 - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
 - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- H. Install perimeter joint sealants as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

3.3 ERECTION TOLERANCES

- A. Install aluminum-framed systems to comply with the following maximum erection tolerances:
 - 1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet; 1/4 inch over total length.
 - 2. Alignment:
 - a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch.
 - b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
- B. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections.
- B. Testing Services: Testing and inspecting of representative areas to determine compliance of installed systems with specified requirements shall take place as follows and in successive phases as indicated on Drawings. Do not proceed with installation of the next area until test results for previously completed areas show compliance with requirements.
 - 1. Air Infiltration: Areas shall be tested for air leakage of 1.5 times the rate specified for laboratory testing under "Performance Requirements" Article, but not more than 0.09 cfm/sq. ft., of fixed wall area when tested according to ASTM E 783 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft..
 - 2. Water Penetration: Areas shall be tested according to ASTM E 1105 at a minimum uniform and cyclic static-air-pressure difference of 0.67 times the static-air-pressure difference specified for laboratory testing under "Performance Requirements" Article, but not less than 4.18 lbf/sq. ft., and shall not evidence water penetration.
 - 3. Water Spray Test: Before installation of interior finishes has begun, a minimum area of 75 feet by 1 story of aluminum-framed systems designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
- C. Repair or remove work if test results and inspections indicate that it does not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- E. Aluminum-framed assemblies will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports.

3.5 ADJUSTING

A. Adjust operating entrance door hardware to function smoothly as recommended by manufacturer.

1. For entrance doors accessible to people with disabilities, adjust closers to provide a 3second closer sweep period for doors to move from a 70-degree open position to 3 inches from the latch, measured to the leading door edge.

END OF SECTION 08 41 13

SECTION 08 51 13 – ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes fixed aluminum-framed windows for exterior locations.
- B. Related Sections include the following:
 - 1. Division 08 Section "Aluminum-Framed Entrances and Storefronts" for coordinating finish among aluminum fenestration units.
 - 2. Division 08 Section "Glazed Aluminum Curtain Walls" for coordinating finish amoung aluminum fenestration units.
 - 3. Division 08 Section "Glazing" for incorporating glazing aluminum window units.

1.3 DEFINITIONS

- A. Performance class designations according to AAMA/WDMA 101/I.S.2/NAFS:
 - 1. AW: Architectural.
 - 2. HC: Heavy Commercial.
 - 3. C: Commercial.
 - 4. LC: Light Commercial.
 - 5. R: Residential.
- B. Performance grade number according to AAMA/WDMA 101/I.S.2/NAFS:
 - 1. Design pressure number in pounds force per square foot used to determine the structural test pressure and water test pressure.
- C. Structural Test Pressure: For uniform load structural test, is equivalent to 150 percent of the design pressure.
- D. Minimum Test Size: Smallest size permitted for performance class (gateway test size). Products must be tested at minimum test size or at a size larger than minimum test size to comply with requirements for performance class.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of minimum test size indicated below:
 - 1. Size required by AAMA/WDMA 101/I.S.2/NAFS for gateway performance.
- B. Structural Performance: Provide aluminum windows capable of withstanding the effects of the following loads, based on testing units representative of those indicated for Project that pass AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Structural Test:
 - 1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
 - a. Basic Wind Speed: See Drawing Sheet S0.01 Part E
 - 2. Deflection: Design glass framing system to limit lateral deflections of glass edges to less than 1/175 of glass-edge length or 3/4 inch, whichever is less, at design pressure based on testing performed according to AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Deflection Test or structural computations.
- C. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F material surfaces.

1.5 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, fabrication methods, dimensions of individual components and profiles, hardware, finishes, and operating instructions for each type of aluminum window indicated.
 - 1. Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances, installation details, and the following:
 - 1. Mullion details, including reinforcement and stiffeners.
 - 2. Joinery details.
 - 3. Expansion provisions.
 - 4. Flashing and drainage details.
 - 5. Weather-stripping details.
 - 6. Thermal-break details.

- 7. Glazing details.
- 8. Window cleaning provisions.
- 9. For installed products indicated to comply with design loads, include structural analysis data prepared by or under the supervision of a qualified professional engineer detailing fabrication and assembly of aluminum windows and used to determine the following:
 - a. Structural test pressures and design pressures from wind loads indicated.
 - b. Deflection limitations of glass framing systems.
- C. Samples for Verification: For aluminum windows and components required, prepared on Samples of size indicated below.
 - 1. Main Framing Member: 12-inch- long, full-size sections of extrusions with factoryapplied color finish.
 - 2. Window Corner Fabrication: 12-by-12-inch- long, full-size window corner including full-size sections of extrusions with factory-applied color finish, weather stripping, and glazing.
- D. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.
- E. Qualification Data: For manufacturer.
- F. Field quality-control test reports.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed within the last four years by a qualified testing agency for each type, class, grade, and size of aluminum window. Test results based on use of downsized test units will not be accepted.
- H. Warranty: Special warranty specified in this Section.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
 - 1. Installer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 - 2. Engineering Responsibility: Preparation of data for aluminum windows, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations.
- C. Source Limitations: Obtain aluminum windows through one source from a single manufacturer.
- D. Product Options: Information on Drawings and in Specifications establishes requirements for aluminum windows' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies

as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.

- E. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum windows and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements." Do not modify size and dimensional requirements.
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- F. Fenestration Standard: Comply with AAMA/WDMA 101/I.S.2/NAFS, "North American Fenestration Standard Voluntary Performance Specification for Windows, Skylights and Glass Doors," for definitions and minimum standards of performance, materials, components, accessories, and fabrication. Comply with more stringent requirements if indicated.
 - 1. Provide AAMA-certified aluminum windows with an attached label.
- G. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- H. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockup for type(s) of window(s) indicated, in location(s) shown on Drawings.
- I. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
- J. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to aluminum windows including, but not limited to, the following:
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review and discuss the finishing of aluminum windows that is required to be coordinated with the finishing of other aluminum work for color and finish matching.
 - 3. Review, discuss, and coordinate the interrelationship of aluminum windows with other exterior wall components. Include provisions for structural anchorage, glazing, flashing, weeping, sealants, and protection of finishes.
 - 4. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
 - 5. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.7 **PROJECT CONDITIONS**

A. Field Measurements: Verify aluminum window openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating aluminum windows without field measurements. Coordinate wall construction to ensure that actual opening dimensions correspond to established dimensions.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of metals, other materials, and metal finishes beyond normal weathering.
 - e. Failure of insulating glass.
 - 2. Warranty Period:
 - a. Window: Five years from date of Substantial Completion.
 - b. Metal Finish: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide series 601UT as manufactured by Kawneer North America or comparable product by one of the following:
 - 1. All Seasons Windows & Doors; All Seasons Commercial Division, Inc.
 - 2. Boyd Aluminum Manufacturing.
 - 3. Custom Window Company.
 - 4. DeSCo Windows.
 - 5. EFCO Corporation.
 - 6. EXTECH Exterior Technologies, Inc.
 - 7. Fleetwood Aluminum Products, Inc.
 - 8. F-M Enterprises, Inc.
 - 9. Gerkin Windows and Doors.
 - 10. Graham Architectural Products Corp.
 - 11. Mannix; a division of Interstate Window Corp.
 - 12. Peerless Products Inc.
 - 13. Thermal Windows, Inc.
 - 14. TRACO.
 - 15. Wausau Window and Wall Systems.

- 16. Winco Window Company.
- 17. Window Technologies, Inc.; Century Manufacturing, Inc.
- 18. Vistawall.
- 19. YKK AP America Inc.
- 20. Oldcastle

2.2 MATERIALS

- A. Aluminum Extrusions: Alloy and temper recommended by aluminum window manufacturer for strength, corrosion resistance, and application of required finish, but not less than 22,000-psi ultimate tensile strength, not less than 16,000-psi minimum yield strength, and not less than 0.062-inch thickness at any location for the main frame and sash members.
- B. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - 1. Construction: Thermally broken.
 - 2. Glazing System: Retained mechanically with gaskets on four sides.
 - 3. Glazing Plane: Front set.
 - 4. Size: 2-3/4" x 5".
 - 5. Exterior glazed system.
- C. Fasteners: Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by manufacturer to be noncorrosive and compatible with aluminum window members, trim, hardware, anchors, and other components.
 - 1. Reinforcement: Where fasteners screw anchor into aluminum less than 0.125 inch thick, reinforce interior with aluminum or nonmagnetic stainless steel to receive screw threads, or provide standard, noncorrosive, pressed-in, splined grommet nuts.
 - 2. Exposed Fasteners: Unless unavoidable for applying hardware, do not use exposed fasteners. For application of hardware, use fasteners that match finish of member or hardware being fastened, as appropriate.
- D. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.
- E. Reinforcing Members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.
- F. Sealant: For sealants required within fabricated windows, provide window manufacturer's standard, permanently elastic, nonshrinking, and nonmigrating type recommended by sealant manufacturer for joint size and movement.

2.3 WINDOW

A. Window Type: Fixed.

- B. AAMA/WDMA Performance Requirements: Provide aluminum windows of performance indicated that comply with AAMA/WDMA 101/I.S.2/NAFS unless more stringent performance requirements are indicated.
 - 1. Performance Class: AW.
- C. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 45.
- D. Thermal Transmittance: Provide aluminum windows with a whole-window, U-factor maximum indicated at 15-mph exterior wind velocity and winter condition temperatures when tested according to AAMA 1503.
 - 1. U-Factor: 0.40 Btu/sq. ft. x h x deg F or less.
- E. Solar Heat-Gain Coefficient (SHGC): Provide aluminum windows with a whole-window SHGC maximum of 0.40, determined according to NFRC 200 procedures.
- F. Sound Transmission Class (STC): Provide glazed windows rated for not less than 26 STC when tested for laboratory sound transmission loss according to ASTM E 90 and determined by ASTM E 413.
- G. Air Infiltration: Maximum rate not more than indicated when tested according to AAMA/WDMA 101/I.S.2/NAFS, Air Infiltration Test.
 - 1. Maximum Rate: 0.3 cfm/sq. ft. of area at an inward test pressure of 1.57 lbf/sq. ft..
- H. Water Resistance: No water leakage as defined in AAMA/WDMA referenced test methods at a water test pressure equaling that indicated, when tested according to AAMA/WDMA 101/I.S.2/NAFS, Water Resistance Test.
 - 1. Test Pressure: 15 percent of positive design pressure, but not less than 2.86 lbf/sq. ft. or more than 15 lbf/sq. ft..
- I. Forced-Entry Resistance: Comply with Performance Grade 10 requirements when tested according to ASTM F 588.
- J. Life-Cycle Testing: Test according to AAMA 910 and comply with AAMA/WDMA 101/I.S.2/NAFS.

2.4 GLAZING

A. Glass and Glazing Materials: Refer to Division 08 Section "Glazing" for glass units and glazing requirements applicable to glazed aluminum window units.

2.5 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Fabricate aluminum windows that are reglazable without dismantling sash or ventilator framing.

- C. Thermally Improved Construction: Fabricate aluminum windows with an integral, concealed, low-conductance thermal barrier; located between exterior materials and window members exposed on interior side; in a manner that eliminates direct metal-to-metal contact.
 - 1. Provide thermal-break construction that has been in use for not less than three years and has been tested to demonstrate resistance to thermal conductance and condensation and to show adequate strength and security of glass retention.
 - 2. Provide thermal barriers tested according to AAMA 505; determine the allowable design shear flow per the appendix in AAMA 505.
 - 3. Provide hardware with low conductivity or nonmetallic material for hardware bridging thermal breaks at frame or vent sash.
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.
- F. Subframes: Provide subframes with anchors for window units as shown, of profile and dimensions indicated but not less than 0.062-inch- thick extruded aluminum. Miter or cope corners, and weld and dress smooth with concealed mechanical joint fasteners. Finish to match window units. Provide subframes capable of withstanding design loads of window units.
- G. Glazing Stops: Provide snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

D. ALUMINUM FINISHES

1. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate, and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weathertight window installation.
 - 1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
 - 2. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.
- D. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
 - 1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.
- B. Testing Services: Testing and inspecting of installed windows shall take place as follows:
 - 1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502, Test Method [A] [B], by applying same test pressures required to determine compliance with AAMA/WDMA 101/I.S.2/NAFS in Part 1 "Performance Requirements" Article.
 - 2. Testing Extent: Three windows as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested immediately after installation.

- 3. Test Reports: Shall be prepared according to AAMA 502.
- C. Remove and replace noncomplying aluminum window and retest as specified above.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- C. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

END OF SECTION 08 51 13

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
- B. Related Sections:
 - 1. Division 04 Section "Unit Masonry" for masonry control and expansion joint fillers and gaskets.
 - 2. Division 08 Section "Glazing" for glazing sealants.
 - 3. Division 09 Section "Gypsum Board" for sealing perimeter joints.
 - 4. Division 09 Section "Tiling" for sealing tile joints.

1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
 - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each application indicated below:

- a. Each kind of sealant and joint substrate indicated.
- 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
- 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
- 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
- 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.
- E. Qualification Data: For qualified Installer.
- F. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- G. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

- I. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- J. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- K. Field-Adhesion Test Reports: For each sealant application tested.
- L. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.
- E. Preinstallation Conference: Conduct conference at Project site.

1.6 **PROJECT CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by jointsealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Corning Corporation; 790.
 - b. GE Advanced Materials Silicones; SilPruf LM SCS2700.
 - c. May National Associates, Inc.; Bondaflex Sil 290.
 - d. Pecora Corporation; 301 NS.
 - e. Sika Corporation, Construction Products Division; SikaSil-C990.
 - f. Tremco Incorporated; Spectrem 1.

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 **PROTECTION**

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
 - 1. Joint Locations:
 - a. Isolation and contraction joints in cast-in-place concrete slabs.
 - b. Joints between different materials listed above.
 - c. Other joints as indicated.
 - 2. Silicone Joint Sealant: Single component, nonsag, traffic grade, neutral curing.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints between different materials listed above.
 - d. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - e. Control and expansion joints in ceilings and other overhead surfaces.
 - f. Other joints as indicated.
 - 2. Silicone Joint Sealant: Single component, nonsag, neutral curing, Class 100/50.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
 - 1. Joint Locations:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Control and expansion joints in tile flooring.
 - c. Other joints as indicated.
 - 2. Silicone Joint Sealant: Single component, nonsag, traffic grade, neutral curing.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.

- b. Perimeter joints of exterior openings where indicated.
- c. Tile control and expansion joints.
- d. Vertical joints on exposed surfaces of walls and partitions.
- e. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
- f. Other joints as indicated.
- 2. Joint Sealant: Acrylic based.
- 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Tile control and expansion joints where indicated.
 - c. Other joints as indicated.
 - 2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 07 92 00



CITY OF KYLE, TEXAS

Approve a construction contract agreement for the Center Street Wastewater Phase 1 Improvements

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Approve the construction contract agreement between the City of Kyle and TEXAS REALTY/RETAIL PARTNERS, INC., (Developer), in order for the City to reimburse the Developer per the agreement up to a maximum amount not to exceed \$693,796.95 which includes a five (5) percent contingency for the construction of the Center Street Wastewater Phase I improvements. ~ Leon Barba, P.E., City Engineer **Other Information:** Texas Realty Retail Partners is in the process of developing a project (150 Business Park) bounded by Hill St., IH 35 and W FM 150. Wastewater is currently available on the site, but the existing wastewater line needs to be upsized based on the City's wastewater model. The developer has agreed to construct the upsized line while he is constructing his project in order to minimize future disruption on his property. The developer will serve as project manager for the construction of the new line. The City has agreed to reimburse the developer for the cost of constructing the upsized wastewater line. Four bids were opened on April 27, 2022 for the Center Street Wastewater Improvements - Phase 1 project. The base bids varied from \$476,894.60 to \$840,611.35. The low bidder withdrew their bid proposal on May 31, 2022 and the 2nd low bidder is Aken Industries, LLC. Additionally, staff is also recommending acceptance of the alternate bid using polymer concrete manholes instead of the traditional precast concrete manholes. The scope of work includes 1,160 LF of new 21" and 24" gravity line, manholes, connecting to an existing manhole and a crossing on Hill St. The proposed contractor received positive reviews from City staff. Staff recommends this contract be awarded to Aken Industries, LLC. Legal Notes: N/A Funding in the amount of \$693,796.95 is available in the approved budget for Fiscal Year **Budget Information:** 2021-2022 for capital improvements program (CIP) in the following Wastewater Impact Fee Fund account:

• 3420-89400-572220

ATTACHMENTS:

Description

- Construction Agreement Texas Realty Retail Partners
- D Exhibit A Plat
- Exhibit B Plans
- **D** Engineer's Recommendation Letter

WASTEWATER LINE PROJECT AGREEMENT

This Wastewater Line Project Agreement (this "<u>Agreement</u>") is between City of Kyle, Texas, a home-rule municipality located in Hays County, Texas ("<u>the City</u>") and Texas Realty Retail Partners, a Limited Liability Company (the "<u>Developer</u>"). The Developer and the City are referred to herein together as the "Parties".

RECITALS

A. The Developer owns that certain Property, being approximately 12.688 acres, more or less, located in Hays County, Texas, being more particularly described in **Exhibit A**, attached hereto and incorporated herein for all purposes, that the Developer is in the process of developing for the 150 Business Park (the "*Development Project*").

B. The City owns an eighteen $inch(18^n)/twenty-one inch (21^n)$ wastewater line that runs through the Property that the City desires to have replaced with a twenty four inch (24ⁿ) wastewater line, in the location generally shown in **Exhibit B**, in accordance with the plans and specifications approved by the City and in accordance with applicable local, state, and federal regulations (the "*Wastewater Line Project*").

C. The City desires that the Developer cause the installation and construction of the Wastewater Line Project while the Developer is constructing the Development Project.

D. The Developer is agreeable to causing the installation and construction of the Wastewater Line Project while the Developer is constructing the Development Project to minimize disruption to the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Project Design.

(a) The parties agree to cooperate to complete the construction of the Wastewater Line Project as provided in this Agreement and in accordance with the time for completion set forth in the approved Construction Contract (as defined herein) (the "<u>Project Schedule</u>"). The City will cause the Wastewater Line Project to be designed and will cause plans and specifications to be prepared for said Project (the "<u>Construction Plans</u>"). The City has engaged K. Friese & Associates to prepare the Construction Plans, who will serve as the engineer for the Wastewater Line Project (the "<u>Project Engineer</u>"). The City will be responsible for reviewing and approving the Construction Plans.

(b) The estimated cost of the Wastewater Line Project is \$475,000. Upon the City's and the Developer's approval of the award a contract for the Wastewater Line Project, the budget will be updated to equal the amount set forth in the approved bid (the "<u>Contract Amount</u>").

2. Project Management. The Developer will serve as project manager for the Wastewater Line Project. The City will not pay a fee for Developer's service a project manager.

3. Easements for Wastewater Line Project. Upon request by the City, the Developer agrees to dedicate an easement to the City upon and across the portion of the Developer's property required for the Wastewater Line Project in a form acceptable to the City and that abuts or provides access to a public right-of-way.

4. Bidding; Fiscal Security and Contract Requirements.

(a) The Developer will publicly advertise the Wastewater Line Project for bid, in the name of the Developer, on behalf of the City, in accordance with Chapter 252, *Texas Local Government Code*, based on the Construction Plans. The Developer will provide the City Engineer with: (i) prior written notice of the dates for publication of the bid and the opening of the responses to the bid; and (ii) a copy of the public bid notice.

(b) The Developer will coordinate the receipt and opening of the bids, will

provide a copy of the bids and bid tabulation to the City Engineer for review, and will recommend, with the concurrence of the City Engineer, award the contract by the City Council for the Wastewater Line Project to the lowest responsible bidder. In the event the City Council does not approve the bid, the Parties will confer to determine whether the Wastewater Line Project will be rebid or this Agreement will be terminated.

(c) The construction contract(s) for the Wastewater Line Project will include the following provisions, and the provisions set forth in Sections 4(d) and (e):

- (d) That the City will be responsible for paying for the Wastewater Line Project in progress payments under terms that are approved by the City in writing.
- (ii) Construction activities will be conducted in accordance with applicable local, state, and federal regulations.
- (iii) Contractor will agree to be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors in coming upon or performing work on the Wastewater Line Project.
- (iv) That five percent (5%) retainage shall be withheld from each payment made to contractor.
- (v) Indemnification of the City and the Developer in the event of any claims due to contractor's activities in constructing the Wastewater Line Project.
- (vi) That work that is different from the Construction Plans may not be performed without City approval, and the City will not be responsible for paying for work that was not approved in writing prior to the commencement of the work.
- (vii) Any other provisions required to be included in the contract under this Agreement.

The contractor for the Wastewater Line Project will be required to (d) post payment and performance bonds in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and both the City and the Developer will be named as additional insureds or beneficiaries, as appropriate, of such insurance. The City shall approve the form of the payment and performance bonds. The liability insurance will provide that it may not be cancelled without at least 30 days written notice to the City and the Developer and satisfactory proof of the insurance must be provided to the City and the Developer prior to the contractor entering upon or commencing construction. The contractor shall further provide a maintenance bond in a form acceptable to the City to assure the quality of materials, workmanship, and maintenance of the Wastewater Line Project, including the City's costs for collecting the guaranteed funds and administering the correction and/or replacement of the covered improvements.

(e) The Developer and the City will execute the construction contract for the Wastewater Line Project (the "<u>Construction Contract</u>") and, upon execution, will promptly deliver a copy of the contract to the City. The Construction Contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the Construction Contract and to complete the Wastewater Line Project in the event of a default by the Developer under this Agreement, including a failure by the Developer to commence, pursue or cause completion of the construction of the Wastewater Line Project in accordance with the Project Schedule.

5. Construction; Inspection and Financing.

(a) The Developer will cause the contractor for the Wastewater Line Project to proceed with construction in accordance with the Project Schedule and shall cause the Wastewater Line Project to be constructed in strict conformity with the Construction Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. No City inspection fee will be imposed on the Wastewater Line Project.

(b) The Project Engineer will, in conjunction with the City's construction inspector, monitor and confirm the percentage of completion of the Wastewater Line Project upon completion of the Wastewater Line Project.

(c) When the Wastewater Line Project is complete, the Developer must deliver or cause the Project Engineer to deliver to the City (i) a Payment Application from the contractor a "Payment Application") that includes a final statement of the percentage of construction of the Wastewater Line Project completed to the date of the Payment Application (the "Completion Percentage") and has been approved by the Project Engineer and the Developer; (ii) the Project Engineer's certification of the amount of the Payment Application payable by the City; (iii) an affidavit signed by the contractor that all subcontractors and vendors supplying labor and or materials for the Wastewater Line Project; and (iv) any other documents or materials required by the City for acceptance of public infrastructure under the City's site development regulations (the "Certification"). Within thirty (30) days of the delivery of the Payment Application and Certification, the City shall pay the Payment Application, less any other amounts allowed to be withheld under the Construction Contract; provided that the City may dispute a Payment Application by giving written notice of the amount disputed and the reason the amount is disputed within 15 days of receipt of the Payment Application and Certification. The City shall pay the amount that is not in dispute. The parties shall cooperate to resolve the dispute promptly.

(d) Any change orders will be subject to approval by the City Engineer before work contemplated by the change order begins, unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the City and the Developer. The City Manager may approve change orders that do not exceed \$15,000.00.

6. Completion. Upon final City inspection and approval, the Developer will convey the Wastewater Line Project to the City, and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Wastewater Line Project to the City. The City will accept the Wastewater Line Project for operation and maintenance and such acceptance will not be unreasonably withheld, conditioned or delayed.

7. Default and Termination.

If the Developer defaults under this Agreement, the City will have the right to assume the construction contract or contracts for the Wastewater Line Project and proceed with the construction of the Wastewater Line Project in accordance with the Project Schedule. In such case, the City will have the right to call any letter of credit or utilize the proceeds or any cash Fiscal Security posted with the City to complete the Wastewater Line Project. The Developer will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(a) The Developer fails to commence or complete design; commence, diligently pursue or complete construction or fails to achieve completion of the Wastewater Line Project in accordance with the Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(b) The Developer fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within 15 days of receipt of written notice from the City to do so.

At any time following an Event of Default, the City may notify the Developer that the City intends to assume and perform the Developer's outstanding obligations under this Agreement for construction of the Wastewater Line Project. If the City gives notice that the City intends to perform the Developer's outstanding obligations under this Agreement for the construction of the Wastewater Line Project following an Event of Default, then the City may assume the Construction Contract (the *"Performance Rights*")

8. Future Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

9. Notices. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

The City:

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

With copy to:

Paige Saenz City Attorney Executive Office Terrace 223 West Anderson Lane, Suite A-105 Austin, Texas 78752

The Developer:

Texas Realty Retail Partners

With copy to:

Robert W. McDonald, III McDonald Development Group 9811 South IH 35 Building 3, Suite 100 Austin, Texas 78744

10. Construction. This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

11. Enforcement. In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance, and the City may further withhold development approvals with for the Development Project until the Event of Default is cured. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

12. Limit on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

13. Independent Contractors. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder the Developer or its subcontractors or tenants at no time will be acting as agents of the City and that all consultants or contractors engaged by the Developer, its subcontractors or tenants will be independent contractors. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Developer under this Agreement, unless any

such claims are due to the fault of the City.

14. Amendments. This Agreement may only be amended, altered, or revoked by written instrument signed by the Parties and as approved by the City Council of the City of Kyle, Texas.

15. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

16. Statutory Verifications.

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

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

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

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

written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

18. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: The Property

Exhibit B: Depiction of the Wastewater Line Project

19. <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Each party represents and warrants that they have the

Executed on the date or dates indicated below, to be effective as of _____, 2022.

CITY:

CITY OF KYLE, TEXAS

By: Name:<u>Travis Mitchell</u> Title: Mayor Date:

DEVELOPER: Name: Title:

Date

Exhibit A

The Property

<u>Exhibit B</u>

Depiction of Wastewater Line Project

150 BUSINESS PARK SUBDIVISION A REPLAT OF LOT 2 OF THE WARREN SUBDIVISION & LOT 1 OF THE SEC FM 150-IH35 SUBDIVISION & 7.027 ACRES OUT OF THE Z HINTON SURVEY No. 12, ABSTRACT 220

STATE OF TEXAS COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT I ROBERT W. MCDONALD III, MANAGER OF TEXAS REALTY/RETAIL PARTNER, INC., OWNER OF 12.688 ACRES OF LAND OUT OF Z HINTON SURVEY NO 12, ABSTRACT 220, CONVEYED BY CORRECTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19035759 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF LOT 1, SEC FM 150 IH-35 SUBDIVISION, RECORDED IN VOLUME 19, PAGE 72 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS (CALLED 3.144 ACRES), ALONG WITH LOT 2 OF THE WARREN SUBDIVISION, RECORDED IN VOLUME 7, PAGE 12 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS (CALLED 2.495 ACRES), ALONG WITH ALL OF THAT CERTAIN TRACT CALLED 7.027 ACRES DESCRIBED IN DOCUMENT NUMBER 19035759 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 12.688 ACRES (12.666 AC. RECORD) OF LAND TO BE KNOWN AS THE 150 BUSINESS PARK SUBDIVISION.

ROBERT W. MCDONALD, III

10-28-20 DATE

STATE OF TEXAS COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE DAY OF . 2020 BY ROBERT W. MCDONALD. III.

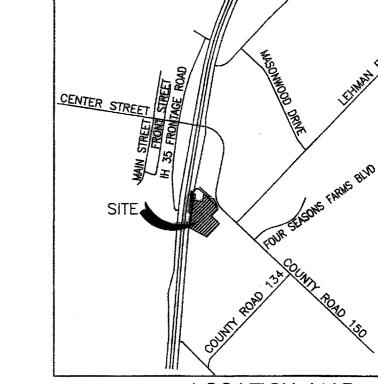
NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES: 02-24-202

STATE OF TEXAS § COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT ! (WE) MAY HAVE AS A RESULT OF THE DEDICATION OF EXACTIONS MADE HEREIN



LOCATION MAP

OPIT PD

STATE OF TEXAS § COUNTY OF HAYS §

REVIEWED BY:

11/5/20

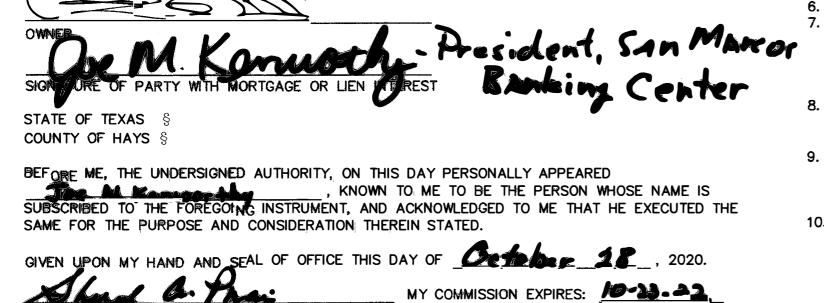
REVIEWED BY:

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

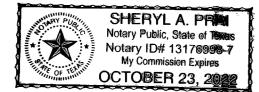
DATED THIS 13th DAY OF October, 2020.

NOTES:

- A FIFTEEN (15) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT 1. MUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE. 2.
- NO OBSTRUCTIONS WILL BE PERMITTED WITHIN DRAINAGE EASEMENTS.
- 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.
- NO PORTION OF THIS PROPERTY IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. 5.
- THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS COUNTY OF HAYS §

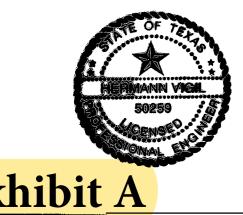
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH ORDINANCE NO. 439 OF THE CITY CODE OF KYLE AND THAT ALL EASEMENTS OF RECORD AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED IN CONJUNCTION WITH THE MOST RECENT PURCHASE OF THE PROPERTY ARE SHOWN HEREON.



REGISTERED PROFESSIONAL LAND SURVEYOR TIMOTHY A. LENZ NO. 4393 - STATE OF TEXAS LENZ AND ASSOCIATES FREIDRICH LANE, STE A1 AUSTIN, TEXAS 78744 512 443-1174

STATE OF TEXAS § COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATED HAS BEEN GIVEN THIS PLAT.



10.20.2020 REGISTERED PROFESSION ENGINEEF HERMANN VIGIL NO: 50259 VIGIL & ASSOCIATES 4005 BANISTER LN STE 225C AUSTIN, TEXAS 78704 512-326-2667

ltem # 17

SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF 150 BUSINESS PARK SUBDIVISION. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.

TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL 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.

SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE BUILT WITHIN THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.

10. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE. SUCH AS OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.

FLOODPLAIN NOTE:

A PORTION OF THIS SUBDIVISION IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN IN FEMA MAP NO. 48209C0405F DATED SEPTEMBER 2, 2005.

WATERSHED NOTE:

THIS PROJECT FALLS WITHIN THE BUNTON BRANCH-PLUM CREEK WATERSHED.

STATE OF TEXAS § COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I. ELAINE CARDENAS, CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 2019, A.D. AT ______ O'CLOCK P_M., AND DULY RECORDED ON THE ____ DAY OF Maxe and c 2020, A.D. AT ____ 0'CLOCK PM., PLAT RECORDS OF SAID COUNTY AND STATE AS DOCUMENT RECORDS NO. 20052937

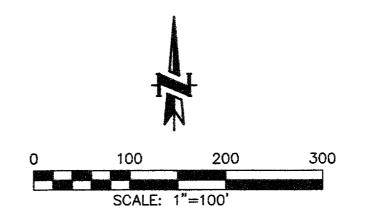
Departy DATE Elaine H. Cardenas ELAINE CARDENAS, COUNTY CLERK HAYS COUNTY, TEXAS

SURVEYOR:	OWNER:	ENGINEER:	
LENZ AND ASSOCIATES FIRM NO. 100290-00 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744 TEL: (512) 443-1174	TEXAS REALTY/RETAIL PARTNERS, INC. 9811 S. IH 35 BUILDING 3, SUITE 100 AUSTIN, TEXAS 78744 TEL: (512) 280–5353	VIGIL AND ASSOCIATES FIRM REG. NO. F-4768 4005 BANISTER LANE SUITE 225C AUSTIN, TEXAS 78704 TEL: (512) 3262667	SHEET 1 of 4 date: 07/07/2020

150 BUSINESS PARK SUBDIVISION

S:\CARLSONPROJECTS\KYLE COMMERCIAL PROJECT\DWG\SUBDIVISION PLAT 2019-0900.dwg, 10/16/2020 10:06:05 AM,

150 BUSINESS PARK SUBDIVISION A REPLAT OF LOT 2 OF THE WARREN SUBDIVISION & LOT 1 OF THE SEC FM 150-IH35 SUBDIVISION & 7.027 ACRES OUT OF THE Z HINTON SURVEY No. 12, ABSTRACT 220



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983 (NAD83) SOUTH CENTRAL ZONE



S:\CARLSONPROJECTS\KYLE COMMERCIAL PROJECT\DWG\SUBDIVISION PLAT 2019-0900.dwg, 10/16/2020 10:09:08 AM,

Item # 17

SHEET 2 of 4 DATE: 07/07/2020

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

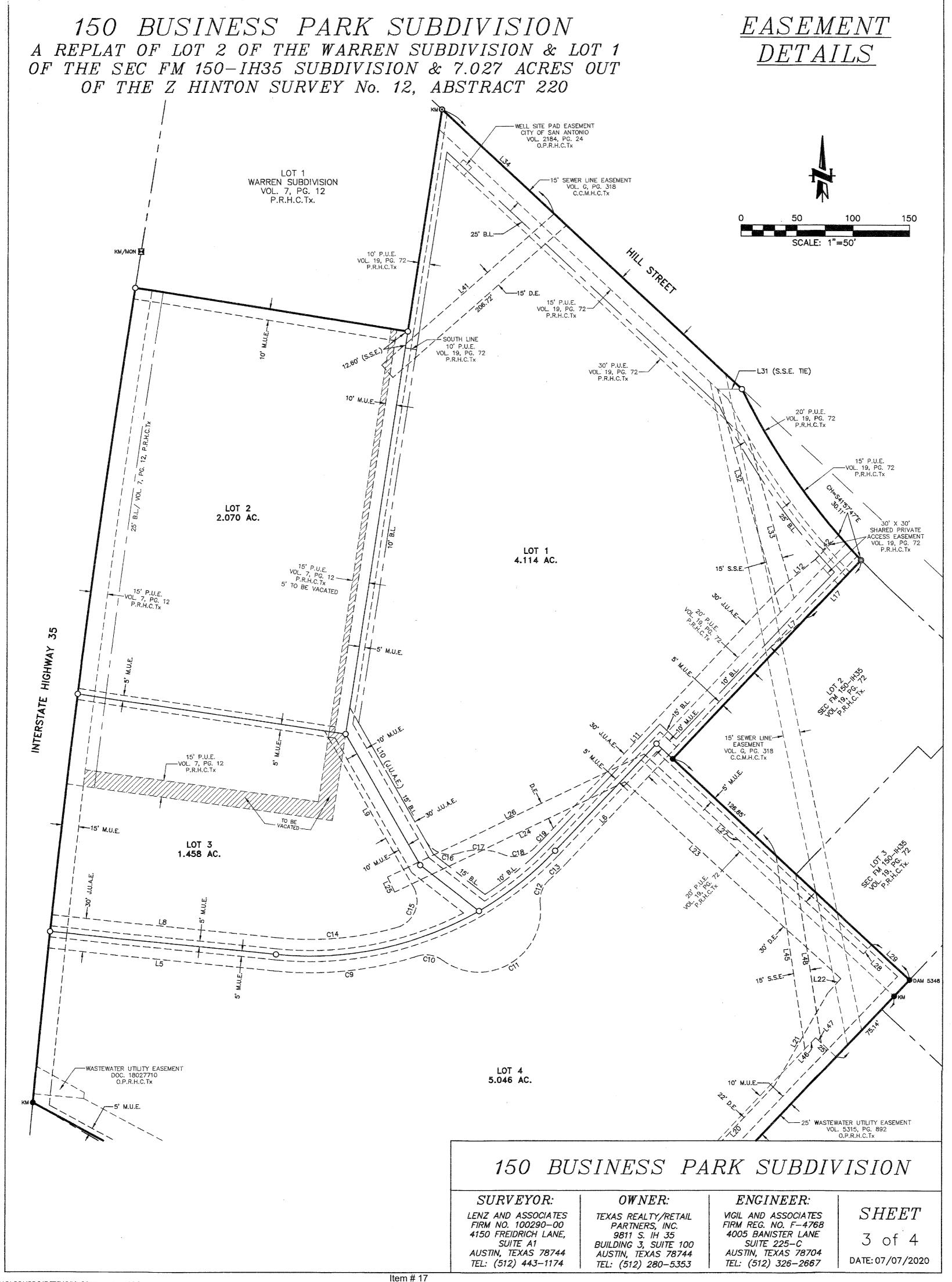
CITY OF KYLE PUBLIC WORKS DEPT. 520 E. RR 150 KYLE, TEXAS 78640

CITY OF KYLE PUBLIC WORKS DEPT. 520 E. RR 150 KYLE, TEXAS 78640

PEDERNALES ELECTRIC COOP 1810 FM 150 WEST KYLE, TEXAS 78640

TEXAS GAS SERVICE 5613 AVENUE F AUSTIN, TEXAS 78751

VERIZON WIRELESS 6601 FM 3237 WIMBERLEY, TEXAS 78676



150 BUSINESS PARK SUBDIVISION A REPLAT OF LOT 2 OF THE WARREN SUBDIVISION & LOT 1 OF THE SEC FM 150-IH35 SUBDIVISION & 7.027 ACRES OUT OF THE Z HINTON SURVEY No. 12, ABSTRACT 220

FIELD NOTE DESCRIPTION OF 12.688 ACRES OUT OF THE Z. HINTON SURVEY NO. 12, ABSTRACT NO. 220, HAYS COUNTY, TEXAS, BEING ALL OF LOT 1, SEC FM 150—IH35 SUBDIVISION, RECORDED IN VOLUME 19, PAGE 72, AND ALL OF LOT 2, WARREN SUBDIVISION, RECORDED IN VOLUME 7, PAGE 12, BOTH OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, ALONG WITH ALL OF THAT CERTAIN 7.027 ACRE TRACT DESCRIBED IN A CORRECTION WARRANTY DEED TO TEXAS REALTY/RETAIL PARTNERS, INC. RECORDED IN DOCUMENT NUMBER 19035759 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE SAID 12.688 ACRES OF LAND BEING MORE PARTICULALRY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE OSTENSIBLE NORTHERLY MOST CORNER OF THE SAID Z. HINTON SURVEY NO. 12, ABSTRACT NO. 220;

THENCE, S 12'02' W, A DISTANCE OF 9654 FEET TO A STEEL PIN FOUND WITH CAP MARKED KENT MCMILLAN ON THE CURVING EAST LINE OF INTERSTATE HIGHWAY 35 AT THE SOUTHWEST CORNER OF THE SAID 7.027 ACRE TRACT FOR THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE EAST LINE OF INTERSTATE HIGHWAY 35, WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03'45'53", A RADIUS OF 11234.19 FEET, AN ARC OF 738.18 FEET AND A CHORD BEARING AND DISTANCE OF N 06'55'18" E, 738.05 FEET TO A STEEL PIN SET AT THE NORTHWEST CORNER OF THE SAID LOT 2;

THENCE, S 80'49'12" E, A DISTANCE OF 246.89 FEET TO A STEEL PIN SET ON THE WEST LINE OF THE SAID LOT 1 AT THE NORTHEAST CORNER OF THE SAID LOT 2;

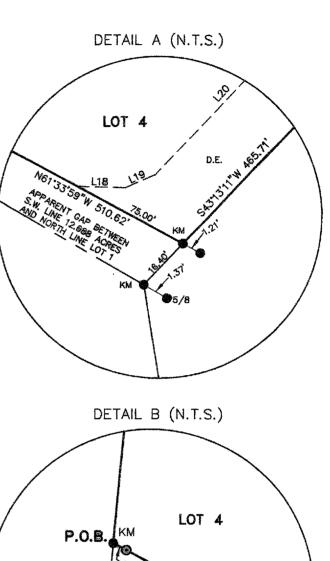
THENCE, N 08'36'24" E, A DISTANCE OF 202.02 FEET TO AN IRON PIPE FOUND WITH CAP MARKED KENT MCMILLAN ON THE SOUTH LINE OF HILL STREET AT THE NORTHWEST CORNER OF THE SAID LOT 1;

THENCE, S 46'50'07" E, A DISTANCE OF 367.99 FEET ALONG THE SOUTH LINE OF HILL STREET TO A STEEL PIN SET;

THENCE, CONTINUING ALONG THE SOUTH LINE OF HILL STREET, WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17'02'06", A RADIUS OF 630.00 FEET, AN ARC OF 187.31 FEET AND A CHORD BEARING AND DISTANCE OF S 34'48'54" E, 186.62 FEET TO A MAG NAIL SET WITH WASHER AT AN EXTERIOR CORNER OF THE SAID LOT 1;

LINE TABLE						
LINE	BEARING	DISTANCE				
L1	S43*01'31"W	20.06'				
L2	S84*10'19"E	202.47'				
L2	S52'03'32"E	66.73'				
L3	S46*51'39"E	20.00'				
L4	N43'09'06"E	131.77'				
L5	S84'10'19"E	202.46'				
L6	N43'09'06"E	264.82'				
L7	N50'09'54"E	40.95'				
L8	S84'10'19"E	202.46'				
L9	N29'39'34"W	161.40'				
L10	S29'39'34"E	137.52'				
L11	N43'09'06"E	308,79'				
L12	N50'09'54"E	40.95'				
L13	S79'50'39"E	19.04'				
L14	N43'09'06"E	187.20'				
L15	S29'39'34"E	135.48'				
L16	S84"10'19"E	202.47'				
L17	N43'09'06"E	71.58'				
L18	S88'29'31"E	49.97'				
L19	N66'15'05"E	33.78'				
		289.46'				
L20	N43'13'11"E					
L21	N29'23'36"E	95.14'				
L22	N41'42'36"E	17.66'				
L23	N47'34'43"W	261.87'				
L24	S64"12'47"W	227.78'				
L25	N25'47'13"W	15.00'				
L26	N6412'47"E	254.09'				
L27	S47'34'43"E	265.66'				
L28	N41'42'36"E	11.03'				
	N46*51'39"W	46.22'				
	N61*33'59"W	75.00'				
L31	N89*56'04"W	21.95'				
L32	S15'50'55"E	208.30'				
	S15'50'55"E	150.78'				
L34	S46'50'07"E	137.45'				
L35	S47'02'39"E	169.12'				
L36	S29'58'44"E	200.85'				
L37	S08'24'00"E	60.63'				
L38	S47°02'39"E	156.62'				
L39	S29'58'44"E	195.74'				
L40	S08'24'00"E	69.68'				
L41	S48'32'35"W	205.31'				
L42	N43'09'06"E	30.17'				
L43	S79'50'39"E	56.22'				
	N43'09'06"E	198.06'				
	S08'32'35"E	175.82'				
	N43'12'32"E	13.85'				
L47	S46'46'49"E	6.67				
L48	N08°32'35"W	153.50'				
L+0	1100 JZ JJ W	100.00				

Item # 17



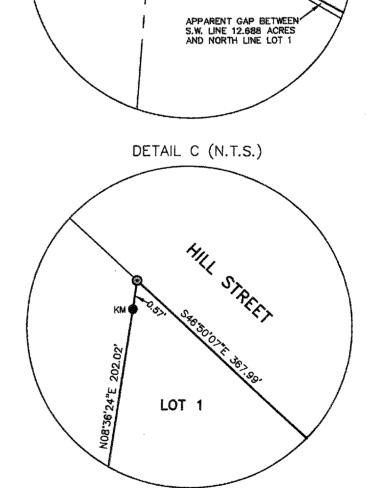
THENCE, S 43'09'06" W, A DISTANCE OF 245.27 FEET TO A STEEL PIN FOUND AT AN INTERIOR CORNER OF THE SAID LOT 1;

THENCE, S 46'51'39" E, A DISTANCE OF 289.88 FEET TO A STEEL PIN FOUND WITH CAP MARKED DAM 5348 AT AN EXTERIOR CORNER OF THE SAID LOT 1;

THENCE, S 43'01'31" W, A DISTANCE OF 20.06 FEET TO A STEEL PIN FOUND WITH CAP MARKED KENT MCMILLAN AT THE SOUTHERLY MOST CORNER OF THE SAID LOT 1, THE SAME BEING THE EASTERLY MOST CORNER OF THE SAID 7.027 ACRE TRACT;

THENCE, S 43°13'11" W, A DISTANCE OF 465.71 FEET TO A STEEL PIN FOUND WITH CAP MARKED KENT MCMILLAN AT THE SOUTHERLY MOST CORNER OF THE SAID 7.027 ACRE TRACT;

THENCE, N 61'33'59" W, A DISTANCE OF 510.62 FEET TO THE PLACE OF BEGINNING. CONTAINING 12.688 ACRES OF LAND, MORE OR LESS.



35

Ξ.

	CURVE TABLE									
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH					
C1	11234.19'	3*45'53"	738.18'	N06'55'18"E	738.05'					
C2	630.00'	17*02'06"	187.31'	\$34*48'54"E	186.62'					
C3	11234.19'	0*47*20"	154.66'	N05°26'01"E	154.66'					
C4	11234.19'	1 *05 '47"	215.00'	N06'22'34"E	215.00'					
C5	300.00'	36'03' 21"	188.79'	N77'48'00"E	185.69'					
C6	300.00'	1 6°37' 13"	87.02'	N51°27'43"E	86.72'					
C7	11234.19'	1*52'46"	368.52'	N07°51'51"E	368.50'					
C8	300.00'	52'40' 34"	275.81'	N69'29'23"E	266.20'					
C9	315.00'	23*36'08"	129.76'	N84'01'36"E	128.84'					
C10	25.00'	53*58'05"	23.55'	S80'47'25"E	22.69'					
C11	55.00 '	132 50'37"	127.52'	N59*46'19"E	100.82'					
C12	25.00'	53*58'05"	23.55'	N20'20'03"E	22.69'					
C13	315.00'	4*09 '59"	22.91'	N45'14'06"E	22.90'					
C14	285.00'	21*35'22"	107.39'	N85'02'00"E	106.76'					
C15	25.00'	103*53'52"	45.33'	N22"17"22"E	39.37'					
C16	25.00'	7 9*3 0'16"	34.69'	S69'24'42"E	31.97'					
C17	55.00'	42*03'58"	40.38'	S88'07'51"E	39.48'					
C18	25.00'	67*22'48"	29.40'	N79'12'43"E	27.74'					
C19	285.00'	2*22'13"	11.79'	N44"20'13"E	11.79'					



CITY OF KYLE **CENTER STREET WASTEWATER IMPROVEMENTS - PHASE 1**

SHEET INDEX

1. COVER 2. GENERAL NOTES

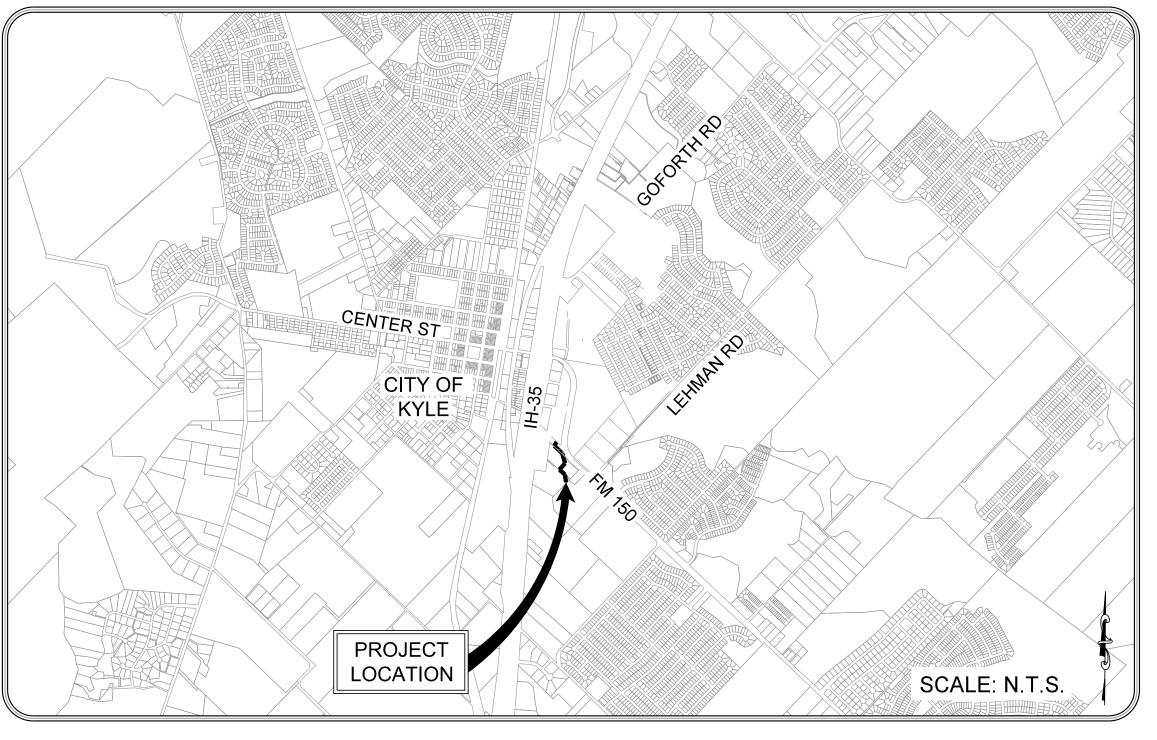
3. PROJECT LAYOUT

4. WASTEWATER LINE BEGIN TO STA 18+00 5. WASTEWATER LINE STA 18+00 TO END

6-7. GENERAL DETAILS . EROSION CONTROL PLAN

TRAFFIC CONTROL PLAN 10-21. TRAFFIC CONTROL DETAILS

22. SOUTHSIDE WASTEWATER IMPROVEMENTS (FOR CONTRACTOR INFORMATION ONLY)





PREPARED FOR:

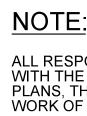


CITY OF KYLE, TEXAS PUBLIC WORKS DEPARTMENT 100 W. CENTER STREET KYLE, TX 78640

PREPARED BY:



1120 S. CAPITAL OF TEXAS HIGHWAY CITYVIEW 2, SUITE 100 AUSTIN, TEXAS 78746 (512) 338-1704 FIRM NO. 6535







11110

SUBMITTED FOR APPROVAL BY

GREG BLACKBURN, P.E. K FRIESE & ASSOCIATES, INC

ACCEPTED FOR CONSTRUCTION

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

HARPER WILDER DIRECTOR OF PUBLIC WORKS CITY OF KYLE

AUS20200603155152 TXDOT PERMIT NO.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF KYLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

1/17/2022 DATE

DATE

DATE

06/19/2020 DATE

GENERAL CONSTRUCTION NOTES	EROSION & SEDIMENTATION CONTROL NOTES
 ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE FOLLOWING REGULATIONS AND SPECIFICATIONS. THE FIRST LISTED WILL HAVE PRIORITY OVER THOSE LISTED BELOW: PERMITS ISSUED FOR PROJECT BY ANY REGULATORY AGENCIES. 	1. AFTER THE PRECONSTRUCTION MEETING IS HELD, THE CONTRACTOR SHALL I
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REGULATIONS. CITY OF KYLE CONSTRUCTION STANDARDS. PLANS FOR THIS PROJECT.	 AFTER THE PRECONSTRUCTION MEETING IS HELD, THE CONTRACTOR SHALL I FOR AREAS OUTSIDE OF THE CONSTRUCTION AREA PRIOR TO ANY SITE PREP 2. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT EVENTS TO ENSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED A
PRIOR TO THE BEGINNING OF CONSTRUCTION, THE DEVELOPER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE. PRE-CONSTURCTION SHALL BE SCHEDULED WITH THE PW OFFICE. 512-262-3024 AND HELD AT THE PW FACILITY LOCATED AT 520 E	REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
RR150, KYLE, TEXAS.REPRESENTATIVES FROM THE FOLLOWING ORGANIZATIONS SHALL BE INVITED: CITY OF KYLE STAFF INCLUDING THE DIRECTOR OF PUBLIC WORKS, CITY ENGINEER AND THE PUBLIC WORKS INSPECTOR. CONTRACTOR.	 ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED FIELD REVISIONS TO THE EROSION AND SEDIMENTATION CONTROL PLAN MAY OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES. PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORE
DESIGN ENGINEER. ELECTRIC, GAS, PHONE AND CABLE UTILITY REPRESENTATIVES, IF APPROPRIATE. RIOR TO THE BEGINNING OF CONSTRUCTION, ALL PLAN REVIEW AND CONSTRUCTION INSPECTION FEES SHALL BE PAID TO THE CITY F KYLE AND THE FOLLOWING PERMITS SHALL BE IN PLACE, IF NEUESSARY:	OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES. 5. PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORI
	 A. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL SHALL BE PLACED IN ALL DRA AND RIGHT-OF-WAY. B. TRASH, WOOD, BRUSH, STUMPS, ROCKS OVER 1½INCHES IN SIZE AND OTHER
COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) CONSTRUCTION GENERAL PERMIT (TXR150000).	B. TRASH, WOOD, BRUSH, STUMPS, ROCKS OVER 1½INCHES IN SIZE AND OTH REMOVED AND DISPOSED OF AS DIRECTED BY THE ENGINEER OR INSPEC ITEM. GRASS AND OTHER HERBACEOUS PLANT MATERIALS MAY REMAIN. I C. THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE APPLIED O\
U.S. CORPS OF ENGINEERS, SECTION 404, FOR CONSTRUCTION IN FLOOD PLAIN. COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) CONSTRUCTION GENERAL PERMIT (TXR150000). TEXAS DEPARTMENT OF LICENSING AND REGULATION FOR ACCESSIBILITY. TCEQ FOR SIGNIFICANT WATER AND WASTEWATER FACILITIES, INCLUDING LIFT STATIONS. BENCHMARKS FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS: THE STREET PAVEMENT THICKNESS IS BASED ON A REPORT BY DATED, 20 WHICH	BROADCAST SEEDING: (I) FROM OCTOBER TO FEBRUARY, SEEDING SHALL BE WITH ONE (1) PC THREE (3) POUNDS PER 1,000 SQUARE FEET OF WINTER RYE. (II) FROM MARCH TO SEPTEMBER, SEEDING SHALL BE WITH HULLED BEI
THE STREET PAVEMENT THICKNESS IS BASED ON A REPORT BY DATED, 20 WHICH RECOMMENDS THE FOLLOWING STREET SECTIONS.	FEET.
STREET STREET LIME STABILIZATION BASE HOT MIX SSIFICATION WIDTHOF SUBGRADETHICKNESS_ASPHALT	FERTILIZER, IF USED, SHALL BE SLOW RELEASE GRANULAR OR PALETTE BE APPLIED AT THE RATE OF ONE (1) POUND PER 1,000 SQUARE FEET, ON TIME OF ESTABLISHMENT.
	MULCH TYPE USED SHALL BE STRAW OR HAY APPLIED AT A RATE OF 45 F HYDRAULIC SEEDING: (I) FROM OCTOBER TO FEBRUARY, SEEDING SHALL BE WITH ONE (1) PC
	 (I) FROM OCTOBER TO FEBRUARY, SEEDING SHALL BE WITH ONE (1) PC THREE (3) POUNDS PER 1,000 SQUARE FEET OF WINTER RYE. (II) FROM MARCH TO SEPTEMBER, SEEDING SHALL BE WITH HULLED BE FEET.
ANY EXISTING PAVEMENT, CURBS, AND/OR SIDEWALKS DAMAGED OR REMOVED SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION. THE CONTRACTOR SHALL GIVE THE CITY OF KYLE (PHONE NO. 512-262-3024), 48 HOURS NOTICE PRIOR TO CONNECTING TO ANY	FERTILIZER, IF USED, SHALL BE A WATER SOLUBLE FERTILIZER WITH AN A SQUARE FEET. MULCH TYPE SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45
EXISTING CITY UTILITY LINE. SIDEWALKS FRONTING PUBLIC RIGHT-OF-WAY LAND OR INCLUDING ALL SIDEWALK RAMPS REQUIRED BY CITY ORDINANCE SHOWN ON THESE PLANS SHALL BE CONSTRUCTED WITH THIS PROJECT.	AT A RATE OF 1.4 POUNDS PER 1,000 SQUARE FEET. D. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER TH
THE CONTRACTOR SHALL BE RESPONSIBLE FOR WARNING AND SAFETY SIGNS, BARRICADES AND TRAFFIC CONTROL DURING CONSTRUCTION ALL ROAD SIGNAGE SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	SOAK TO A DEPTH OF SIX (6) INCHES. THE IRRIGATION SHALL OCCUR AT RAINFALL OCCURRENCES OF ½INCH OR MORE SHALL POSTPONE THE WA E. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN A
CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE CITY OF KYLE FOR THE USE OF ALL WATER FOR CONSTRUCTION. ALL FILL OR CUT ON LOTS WHICH IS GREATER THAN TWELVE (12) INCHES SHALL BE SHOWN ON THE PLANS AND SHALL CONFORM TO THE FOLLOWING:	BARE SPOTS LARGER THAN 20 SQUARE FEET EXIST. F. A SOIL RETENTION BLANKET SHALL BE PLACED ON ALL SLOPES EQUAL T MUST BE LISTED ON THE TXDOT APPROVED PRODUCTS LIST OR APPROV
FILL MATERIAL SHALL NOT CONTAIN ANY ROCKS HAVING A MAXIMUM DIMENSION GREATER THAN SIX (6) INCHES. FILL MATERIAL SHALL HAVE AT LEAST FIFTY PERCENT (50%) PASSING THE NO. 4 SIEVE. FILL MATERIAL SHALL BE REASONABLY FREE OF ROOTS, TRASH, CONCRETE RUBBLE AND OTHER ORGANIC MATERIAL.	
COMPACTION SHALL BE TO NINETY-FIVE PERCENT (95%) OF MAXIMUM LABORATORY DENSITY DETERMINED IN ACCORDANCE WITH THE ASTM D 698. THE MATERIAL SHALL BE WITHIN THREE (3) PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT DURING COMPACTION.	
PLACEMENT SHALL BE IN LIFTS NOT EXCEEDING EIGHT (8) INCHES AFTER COMPACTION. EACH COMPACTED LIFT SHOULD BE INSPECTED AND/OR TESTED FOR DENSITY COMPLIANCE BY A GEOTECHNICAL ENGINEER PRIOR TO PLACING THE NEXT LIFT. THE FILL AREA SHOULD EXTEND AT LEAST 24 INCHES (36 INCHES ON FILLS OVER SIX (6) FEET IN HEIGHT) BEYOND THE BACK OF CURB	
OR FOUNDATION LINE BEFORE SLOPING DOWNWARD ON NOT MORE THAN THREE (3) TO ONE (1) SLOPE TO NATURAL SOIL. BACKSLOPES SHALL BE WELL COMPACTED. MAXIMUM FILL HEIGHTS SHOULD NOT EXCEED TEN (10) FEET WITHOUT ENGINEERING CONSULTATION.	PROJECT SPECIFIC NOTES
CONTRACTOR SHALL GIVE CITY INSPECTOR 36 HOURS NOTICE OF THE NEED FOR MATERIALS TESTING. ALL TESTING WILL BE ARRANGED AND PAID FOR BY THE CONTRACTOR. THE CITY SHALL RECEIVE A COPY OF TEST RESULTS.	 ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLO EXIST THE MOST STRINGENT SHALL APPLY. A. PERMIT ISSUED BY ANY REGULATORY AGENCIES
CONTRACTOR OR THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND CUT SHEETS FOR PIPE LINES LAID ON GRADE AND ROAD CONSTRUCTION. CUT SHEETS SHALL BE DELIVERED TO THE CITY INSPECTOR 36 HOURS PRIOR TO CONSTRUCTION.	B. CITY OF KYLE CONSTRUCTION STANDARDS C. PLANS AND PROJECT MANUAL FOR THIS PROJECT 2. THE CONTRACTOR SHALL GIVE THE CITY OF KYLE (PHONE NO. 512-268-3024), 48 HO
IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND STABLE OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO	UTILITY LINE. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WARNING AND SAFETY SIGNS, BAI ROAD SIGNAGE SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CO
BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR. IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN EMPLOYEES ARE	 4. CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE CITY OF KYLE FOR THE USE 5. CONTRACTOR SHALL GIVE CITY INSPECTOR 36 HOURS NOTICE OF THE NEED FOR M FOR BY THE CONTRACTOR. THE CITY SHALL RECEIVE A COPY OF TEST RESULTS.
REQUIRED TO BE IN TRENCHES 4 FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL. NO TREES OVER 6 INCHES IN DIAMETER SHALL BE REMOVED UNLESS DESIGNATED TO BE REMOVED ON THE APPROVED PLANS. ALL	 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND CU CONSTRUCTION. CUT SHEETS SHALL BE DELIVERED TO THE CITY INSPECTOR 36 H
TREE LIMBS REMOVED OR TRIMMED SHALL BE VERTICALLY CUT AND DRESSED. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO PROPERTY OWNED BY THE DEVELOPER OR PUBLIC RIGHT-OF-WAY AND	 NO TREES OVER 6 INCHES IN DIAMETER SHALL BE REMOVED UNLESS DESIGNATED REMOVED OR TRIMMED SHALL BE VERTICALLY CUT AND DRESSED. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO PUBLIC RIGHT-OF-WAY AN
EASEMENT UNLESS WRITTEN PERMISSION IS OBTAINED BY THE CONTRACTOR FROM THE PROPERTY OWNER AFFECTED. THE CITY OF KYLE DOES NOT ALLOW ANY BLASTING WITHIN THE CITY LIMITS.	CONTRACTOR FROM THE PROPERTY OWNER AFFECTED. 9. PIPE MATERIAL FOR GRAVITY SEWER SHALL BE SDR-26 PVC IF LOCATED GREATER PRESSURE RATED PIPE.
ATER & WASTEWATER NOTES	 BEDDING FOR FLEXIBLE GRAVITY PIPE (I.E. SDR-26 PVC) SHALL CONFORM TO ASTW ROCK. ALL MANHOLES SHALL BE INTERNALLY COATED TO CITY OF AUSTIN SPECIFICATION
PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900, DR-14) OR DUCTILE IRON (AWWA C-151, CLASS 350). PIPE MATERIAL FOR GRAVITY SEWER SHALL BE SDR-26 PVC IF LOCATED GREATER THAN 9 FEET FROM A WATERLINE, OTHERWISE SHALL BE PRESSURE RATED PIPE.	 ALL MANHOLES SHALL BE INTERNALLY COATED TO CITY OF AUSTIN SPECIFICATION 12. ALL PUBLIC MANHOLE COVERS WITHIN THE CITY LIMITS OF KYLE SHALL HAVE THE 13. CONTRACTOR TO ABANDON EXISTING MANHOLES NOTED IN THE PLANS PER DETAI 14. WATERTIGHT MANHOLES SHALL BE GASKETED AND BOLTED TO PREVENT INFLOW.
BEDDING FOR FLEXIBLE GRAVITY PIPE (I.E. SDR-26 PVC) SHALL CONFORM TO ASTM 2321 CLASS 1 MATERIAL, I.E., 3/4" - 1" CLEAN ANGULAR CRUSHED ROCK. CITY INSPECTOR SHALL OBSERVE ALL TAPS TO CITY UTILITY LINES AND PRIOR TO ANY UTILITY RELOCATION.	15. NSPI MEANS NO SEPARATE PAY ITEM.16. EXISTING SEWER TO BE ABANDONED SHALL BE PLUGGED AT EXIST MANHOLES AS
CONTRACTOR SHALL DISINFECT AND PRESSURE TEST ALL WATER LINES AND PERFORM LEAK AND DEFLECTION TESTS ON GRAVITY WASTEWATER LINES AT HIS EXPENSE.	 VERY HARD ROCK MAY BE ENCOUNTERED. REFER TO GEOTECHNICAL REPORT IN \$ THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED ON PLANS GUARANTEED, BUT SHALL BE INVESTIGATED AND VERFIED BY THE CONTRACTOR E
THE CITY INSPECTOR SHALL BE NOTIFIED 36 HOURS PRIOR TO ALL UTILITY LINE TESTING. CONTRACTOR, WITH CITY STAFF PRESENT, IS RESPONSIBLE FOR SAMPLING. CITY STAFF WILL TRANSPORT BACTERIOLOGICAL TEST SAMPLES TO THE STATE DEPARTMENT OF HEALTH. ALL TEST RESULTS, WHETHER PASSING OR FAILING, SHALL BE PROVIDED TO THE CONTRACTOR. MANDREL DEFLECTION TESTING SHALL	 CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SERVICE TO EXISTING MAINS AN WITH THE CITY OF KYLE IN ADVANCE. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND PROTECTING THE INTEGRIT
NOT BE CONDUCTED UNTIL THE PIPES HAVE BEEN BACKFILLED FOR 30 DAYS. FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION OR APPROVED EQUAL. THE CONTRACTOR SHALL SUBMIT TO THE DESIGN ENGINEER, DESCRIPTIVE INFORMATION FOR MATERIALS TO BE USED ON THE PROJECT	CONSTRUCTION (NSPI). 21. PROPERTY LINES SHOWN ARE APPROXIMATE. 22. CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS THROUGH ALL DRIVEWAYS FO
FOR REVIEW. A COPY OF THE ACCEPTED MATERIAL SHALL ALSO BE PROVIDED TO THE CITY OF KYLE TEN DAYS PRIOR TO THE INSTALLATION OF UTILITIES. PRESSURE TAPS SHALL BE IN ACCORDANCE WITH THE CITY OF KYLE. THE CONTRACTOR SHALL DO ALL EXCAVATION ETC., AND SHALL	
FRESSURE TAPS SHALL BE IN ACCORDANCE WITH THE CITT OF KTLE. THE CONTRACTOR SHALL DO ALL EXCAVATION ETC., AND SHALL FURNISH, INSTALL AND AIR TEST THE SLEEVE AND VALVE. A CITY OF KYLE INSPECTOR MUST BE PRESENT WHEN TAP IS MADE. "SIZE ON SIZE" TAPS WILL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. CONCRETE BLOCKING SHALL BE PLACED BEHIND AND UNDER ALL TAP SLEEVES TWENTY-FOUR (24) HOURS PRIOR TO MAKING THE WET TAP.	
PLACED BEHIND AND UNDER ALL TAP SLEEVES TWENTY-FOUR (24) HOURS PRIOR TO MAKING THE WET TAP. ONE CALL NOTE_CONTRACTOR MUST CALL CITY OF KYLE (512-262-3024) FOR LOCATION OF CITY UTILITIES. 200 PSI, BLACK, POLYETHYLENE TUBING SHALL BE USED ON WATER SERVICES. ALL MANHOLES SHALL BE INTERNALLY COATED TO CITY OF AUSTIN SPECIFICATIONS, INCLUDING THE TIE-IN MANHOLE, UNLESS WAIVED BY	
 ALL MANHOLES SHALL BE INTERNALLY COATED TO CITY OF AUSTIN SPECIFICATIONS, INCLUDING THE TIE-IN MANHOLE, UNLESS WAIVED BY THE DIRECTOR OF PUBLIC WORKS. ALL PUBLIC MANHOLE COVERS WITHIN THE CITY LIMITS OF KYLE SHALL HAVE THE CITY OF KYLE LOGO. 	
OWER POLE BRACING;	
POWER POLE BRACING: CONTRACTORS SHOULD BE ADVISED THAT THERE ARE EXISTING OVERHEAD UTILITY POLES ALONG THE PROJECT CORRIDOR. CONTRACTORS SHOULD FURTHER BE ADVISED THAT IF THE DISTANCE FROM THE OUTSIDE FACE OF A UTILITY TRENCH TO THE	
FACE OF A UTILITY POLE IS LESS THAN 5 FEET, SAID UTILITY POLE IS SUBJECT TO BRACING, BASED ON A DETERMINATION MADE BY UTILITY POLE IS POLE OWNER. COSTS INCURRED BY CONTRACTOR FOR BRACING OF THESE UTILITY POLES IS SUBSIDIARY TO THAT RESPECTIVE UTILITY	
COMPANY'S WORK. IT IS ADVISABLE FOR THE CONTRACTOR TO REVIEW THE CONSTRUCTION DOCUMENTS, AND VISIT THE CONSTRUCTION SITE TO DETERMINE POTENTIAL IMPACTS.	SEQUENCE OF CONSTRUCTION
RENCH EXCAVATION SAFETY PROTECTION	 COORDINATE WITH CONTRACTOR ON ADJACENT PROJECT TO VERIFY TIMING C SEQUENCE ASSUMES MH NO. 1 IS INSTALLED AND TESTED. INSTALL EROSION AND SEDIMENTATION CONTROLS AS SOWN IN THE PLANS AN
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL	 INSTALL TRAFFIC CONTROLS AS SHOWN IN THE PLANS AND DETAILS. SET UP BYPASS PUMPING AS NEEDED AND INSTALL MAIN BETWEEN MH NO. 1 A
INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES	RECONNECT EXISTING 18" WWL TO NEW 24" WWL AT MH NO. 6. 5. INSTALL PERMANENT PAVEMENT REPAIRS. PLACE TOPSOIL AND SEEDING. 6. REMOVE TEMPORARY SWPPP DEVICES ONCE VEGETATION IS ESTABLISHED.
WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY	7. PERFORM FINAL CLEANUP

WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OF SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

- 1. PERFURINI FINAL CLEANUP

L INSTALL EROSION/SEDIMENTATION CONTROLS AND FENCING EPARATION WORK (CLEARING, GRUBBING OR EXCAVATION). AT WEEKLY INTERVALS, AND AFTER SIGNIFICANT RAINFALL DN(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND D AREAS. SILT ACCUMULATION AT CONTROLS MUST BE

CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR HE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL SED OF IN APPROVED SPOIL DISPOSAL SITES. AY BE REQUIRED BY THE CITY INSPECTOR DURING THE COURSE

DRED AS NOTED BELOW: DRAINAGE CHANNELS (EXCEPT ROCK), AND BETWEEN THE CURB

OTHER OBJECTIONABLE MATERIAL ENCOUNTERED SHALL BE ECTOR PRIOR TO BEGINNING OF WORK REQUIRED BY THIS N. LARGE CLUMPS SHALL BE BROKEN UP. OVER AREAS DISTURBED BY CONSTRUCTION AS FOLLOWS: POUND PER 1,000 SQUARE FEET OF UNHULLED BERMUDA OR BERMUDA AT A RATE OF ONE (1) POUND PER 1,000 SQUARE E TYPE, AND SHALL HAVE AN ANALYSIS OF 15-15-15, AND SHALL ONCE AT THE TIME OF PLANTING, AND AGAIN ONCE DURING THE 5 POUNDS PER 1,000 SQUARE FEET.

POUND PER 1,000 SQUARE FEET OF UNHULLED BERMUDA, OR BERMUDA AT A RATE OF ONE (1) POUND PER 1,000 SQUARE N ANALYSIS OF 15-15-15 AT A RATE OF 1.5 POUNDS PER 1,000 45 POUNDS PER 1,000 SQUARE FEET, WITH A SOIL TACKIFIER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY AT 10-DAY INTERVALS DURING THE FIRST TWO (2) MONTHS. WATERING SCHEDULE FOR TEN (10) DAYS. AT LEAST 1 INCH HIGH WITH 85% COVERAGE, PROVIDED NO TO OR GREATER THAN 3:1. ALL SOIL RETENTION BLANKETS OVED BY THE CITY.

LOWING REGULATIONS AND SPECIFICATIONS. WHERE CONFLICTS

HOURS NOTICE PRIOR TO CONNECTING TO ANY EXISTING CITY BARRICADES AND TRAFFIC CONTROL DURING CONSTRUCTION. ALL CONTROL DEVICES. JSE OF ALL WATER FOR CONSTRUCTION.

R MATERIALS TESTING. ALL TESTING WILL BE ARRANGED AND PAID CUT SHEETS FOR PIPE LINES LAID ON GRADE AND ROAD HOURS PRIOR TO CONSTRUCTION.

ED TO BE REMOVED ON THE APPROVED PLANS. ALL TREE LIMBS AND EASEMENT UNLESS WRITTEN PERMISSION IS OBTAINED BY THE ER THAN 9 FEET FROM A WATERLINE, OTHERWISE SHALL BE

TM 2321 CLASS 1 MATERIAL, I.E., 3/4" - 1" CLEAN ANGULAR CRUSHED ONS, INCLUDING THE TIE-IN MANHOLE.

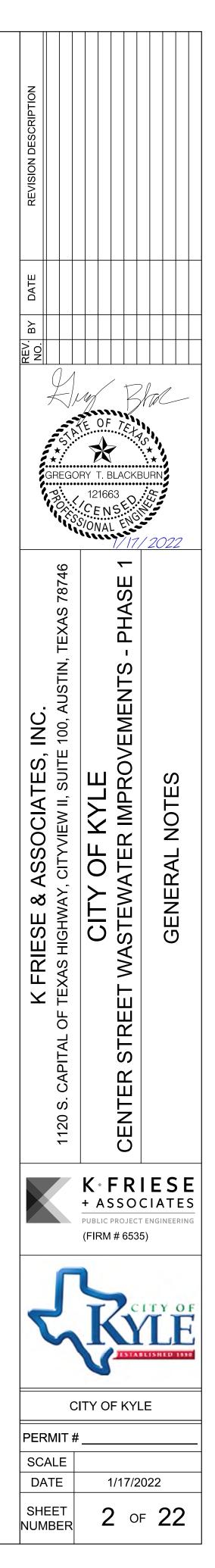
IE CITY OF KYLE LOGO. TAIL ON SHEET 6. W

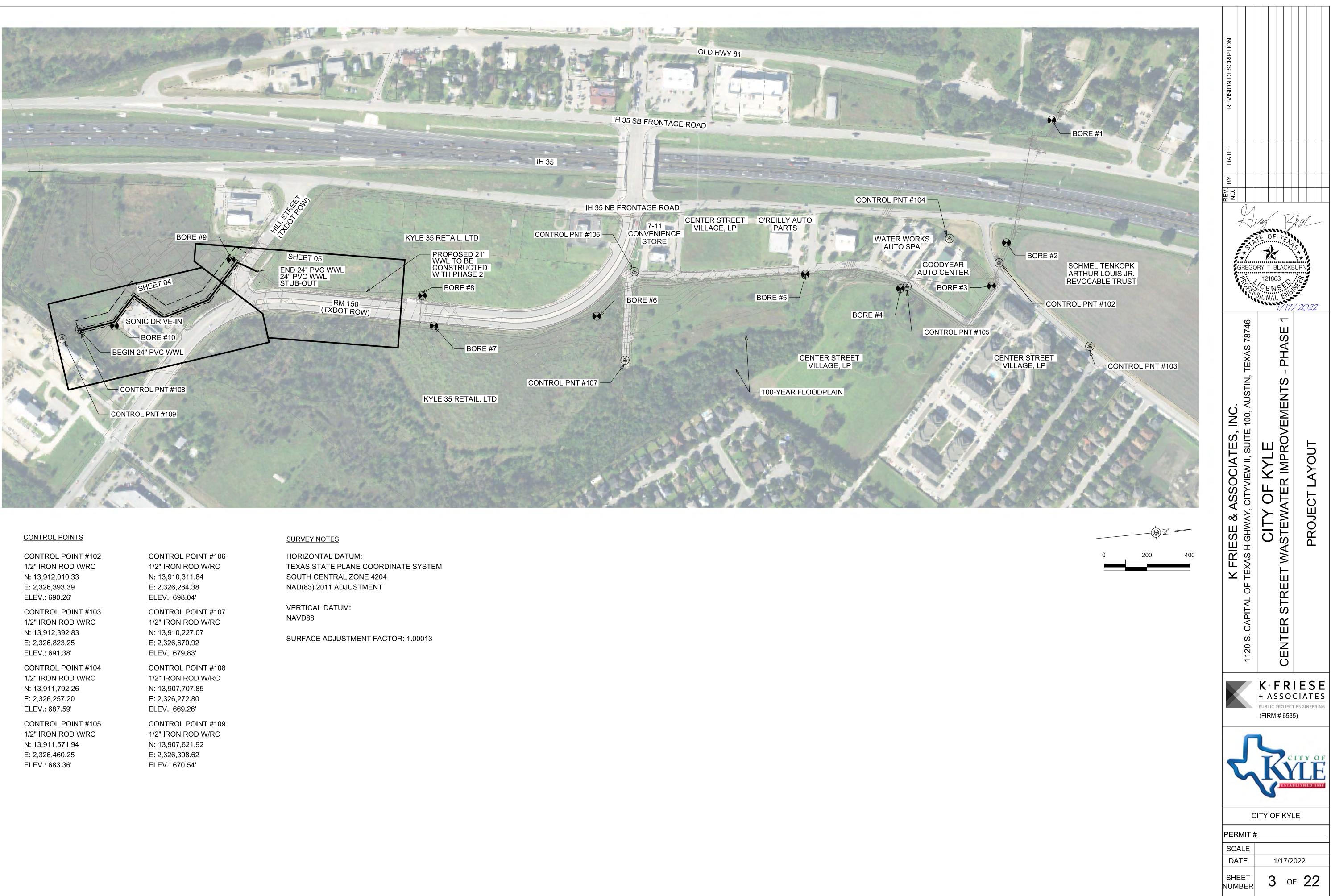
AS NOTED ON PLANS WITH 12" LONG CEMENT GROUT. N SPECIFICATIONS. ANS ARE TAKEN FROM AVAILABLE RECORDS AND ARE NOT R BEFORE STARTING WORK. AND SERVICES. ANY TEMPORARY SERVICE SHALL BE COORDINATED RITY OF ALL UTILITIES, POWER POLES, AND GUY WIRES DURING

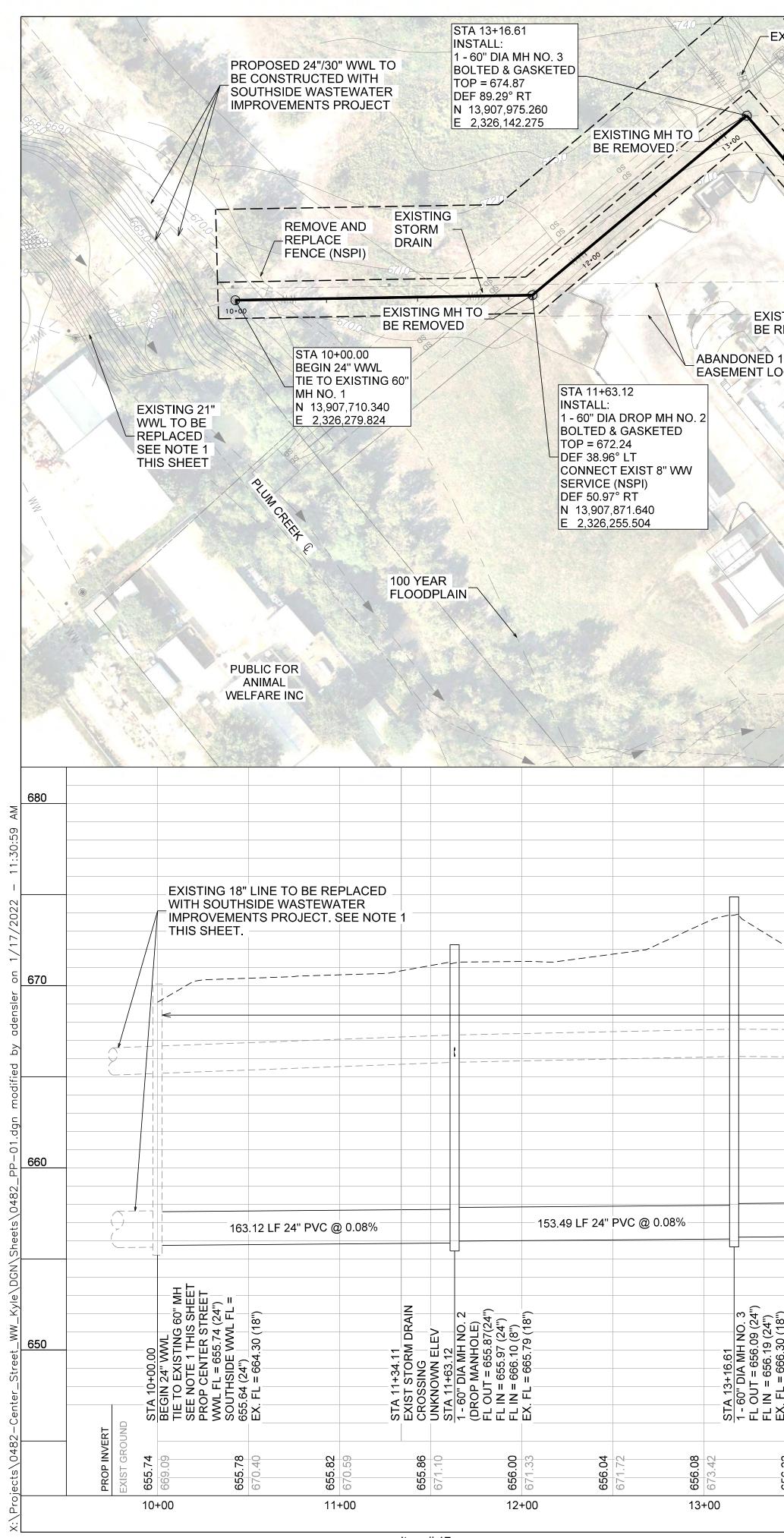
FOR EMERGENCY ACCESS.

IG OF CONSTRUCTION FOR MH NO. 1. SEE NOTE 1 PAGE 4. AND DETAILS.

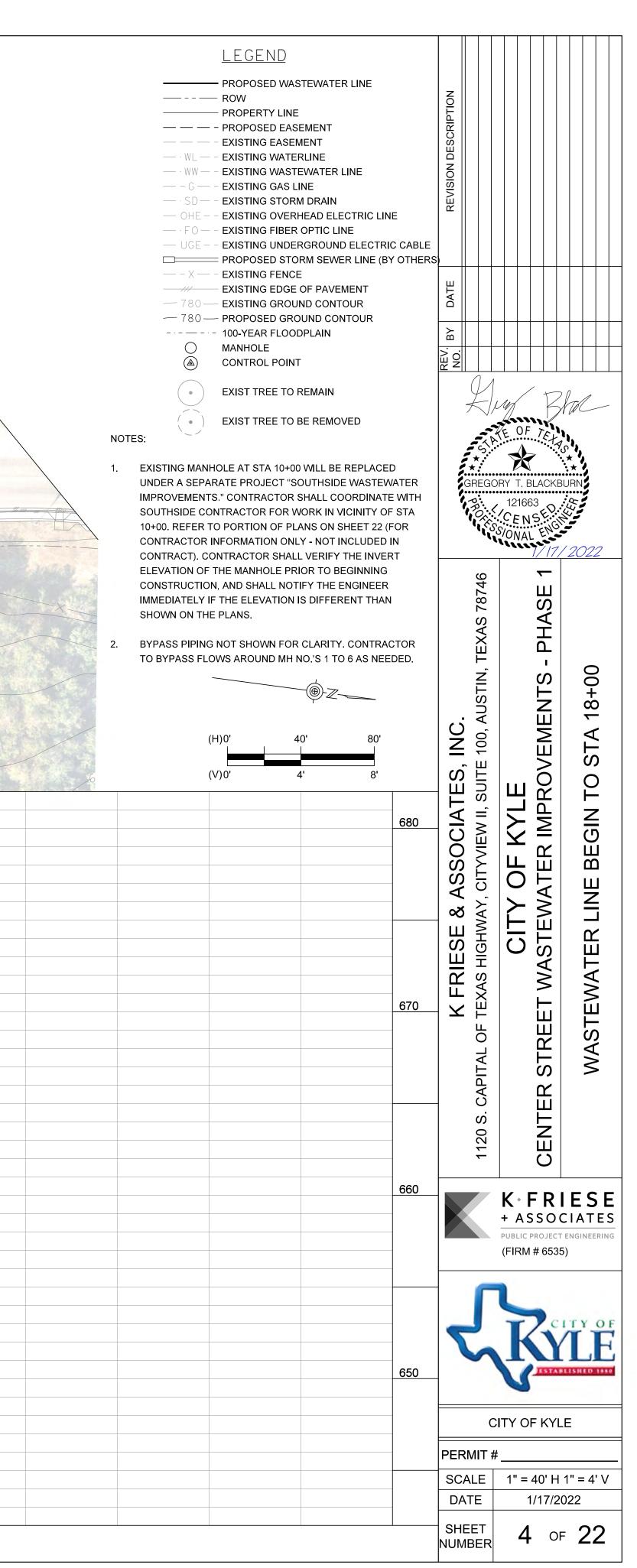
I AND MH NO 7. TEST NEW MAIN AND PLACE INTO SERVICE.

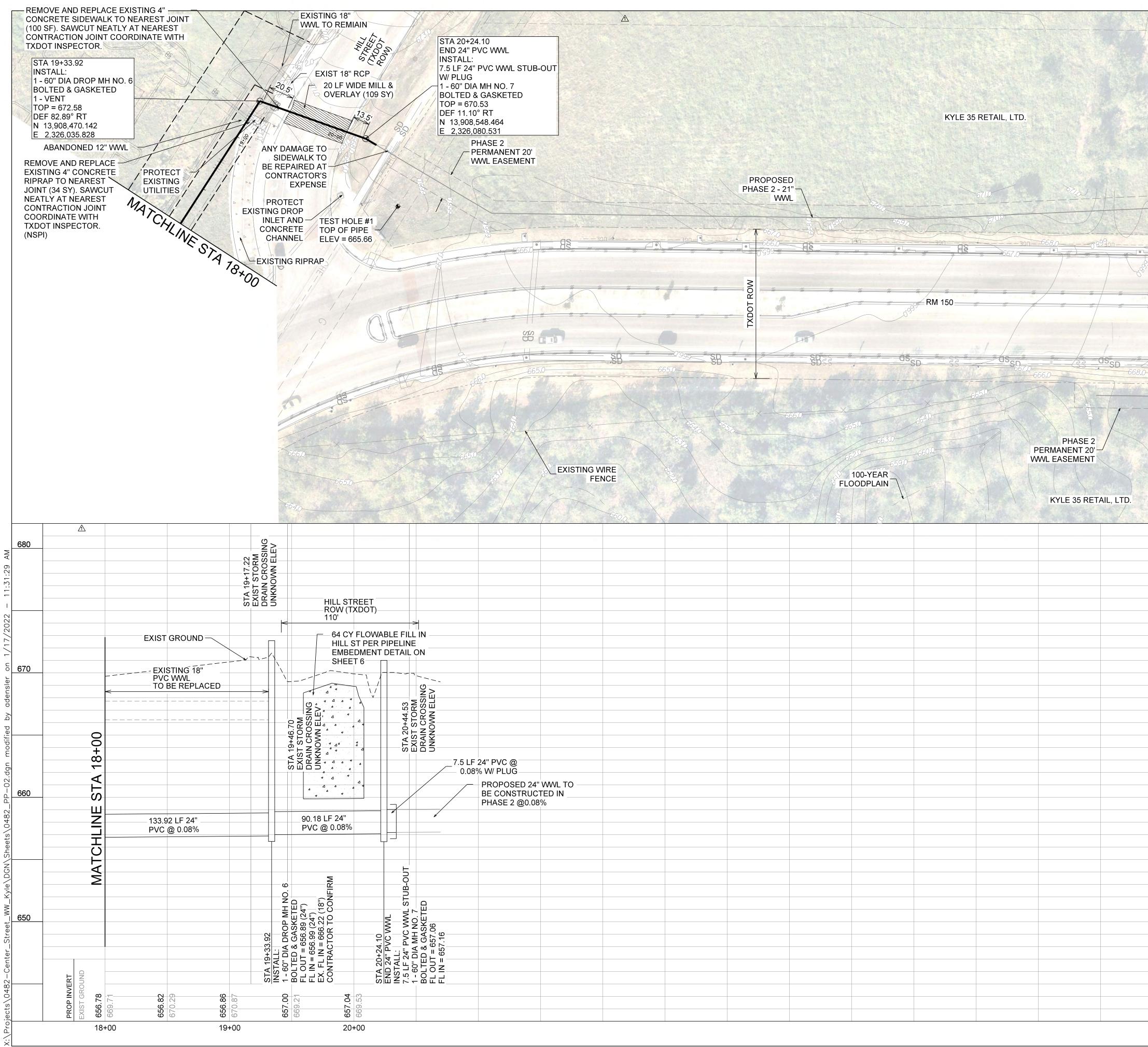






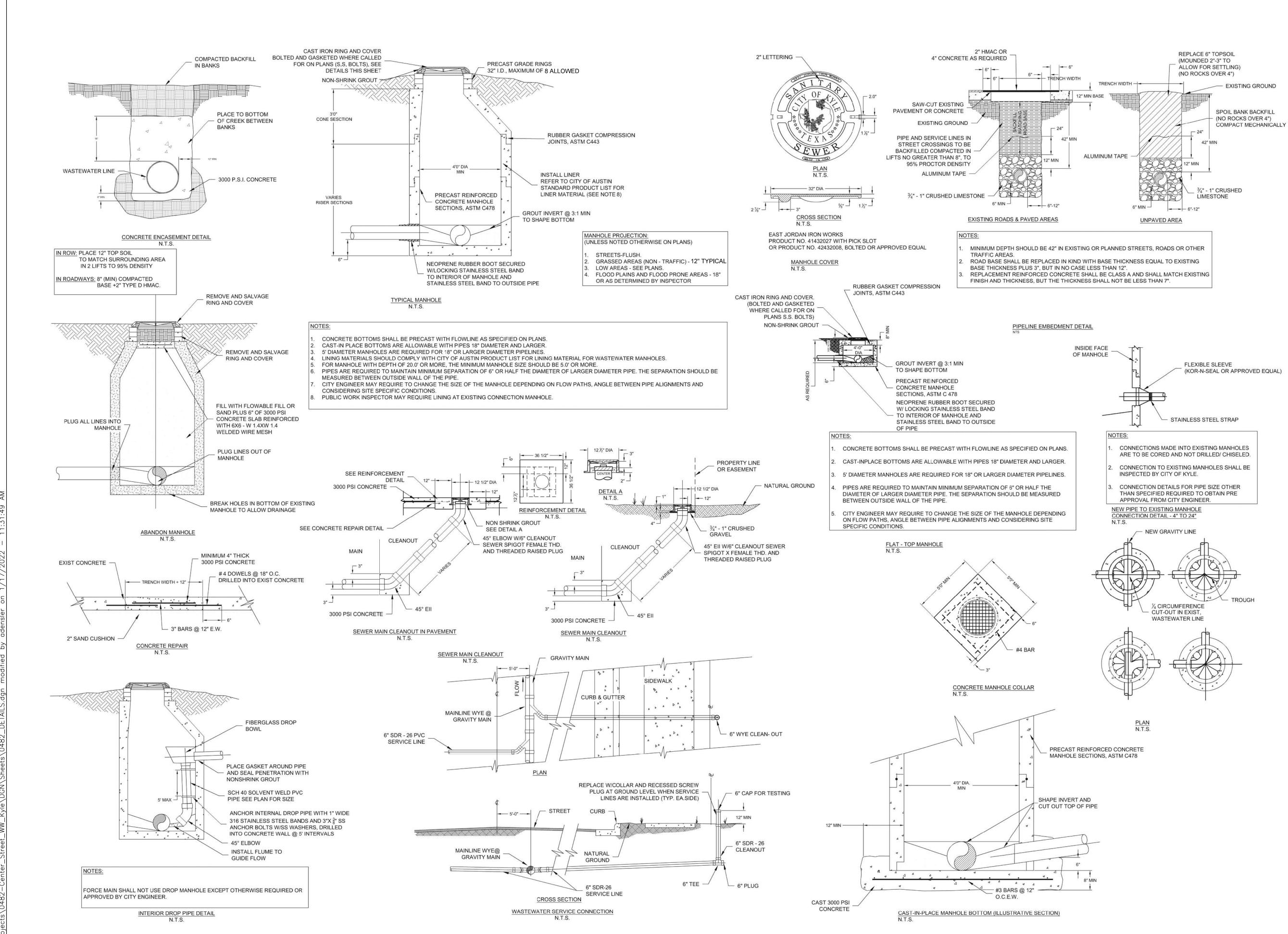
STI	672.0	WWL E EXISTING 18" P 24" PVC WWL IN NT -EX	SAME STA 14+90.19 INSTALL: 1 - 60" DIA MH BOLTED & GA TOP = 669.50 DEF 57.61° LT N 13,908,104.7 E 2,326,257.8 WW	M DRAIN NO. 4 SKETED 755	50' TE CONS 670.0	EVELOPMENT, L 720 15' W EMPORARY STRUCTION EASEMENT 42	ASTEWATER I (VOL. WATER EASE EXIS WL - ABANDON EXISTING MANHOLE	G, PG. 319)	STING M	IH TO	A TA TOSTOS		
18"		ORIVE-IN 15' WASTEWATE (VOL. G, PG. 319	EREASEMENT		IN 1 B T C D	TA 17+13.24 JSTALL: - 60" DIA MH NO OLTED & GASK OP = 669.86 EF 39.09° LT 13,908,319.310 2,326,196.925	ETED		REMOVE	667.0	36" RCP EXI	ST 48" RCP	
		- G 18" PVC E REPLACED			EXIST	· GROUND						NE STA 18+00	
EX. FL = 666.30 (18")	73.59 LF 24" PVC	© 0.08%	STA 14+90.19 1 - 60" DIA MH NO. 4	FL OUT = 656.33 (24") FL IN = 656.43 (24") EX. FL = 666.00 (18")	STA 15+23.43 EXIST STORM DRAIN CROSSING UNKNOWN ELEV	23.04 LF 24" PVC	@ 0.08%	STA 16+76.99 EXIST WATERLINE CROSSING	STA 17+13.24	1 - 60" DIA MH NO. 5 FL OUT = 656.61 (24") FL IN = 656.71 (24") EX. FL = 666.20 (18") EX. FL = 666.20 (18")	4" PVC @ 0		
656.22	9 92 92 92 92 92 92 94 94	670.84 656.30 00+		5+00	656.48		+00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	09 09 09 09 09 09 00 17+00	656.74	669.22	82.5 959 18+00	

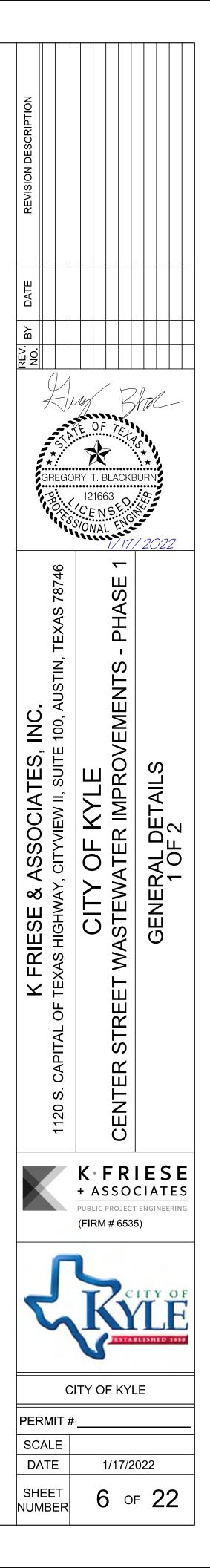


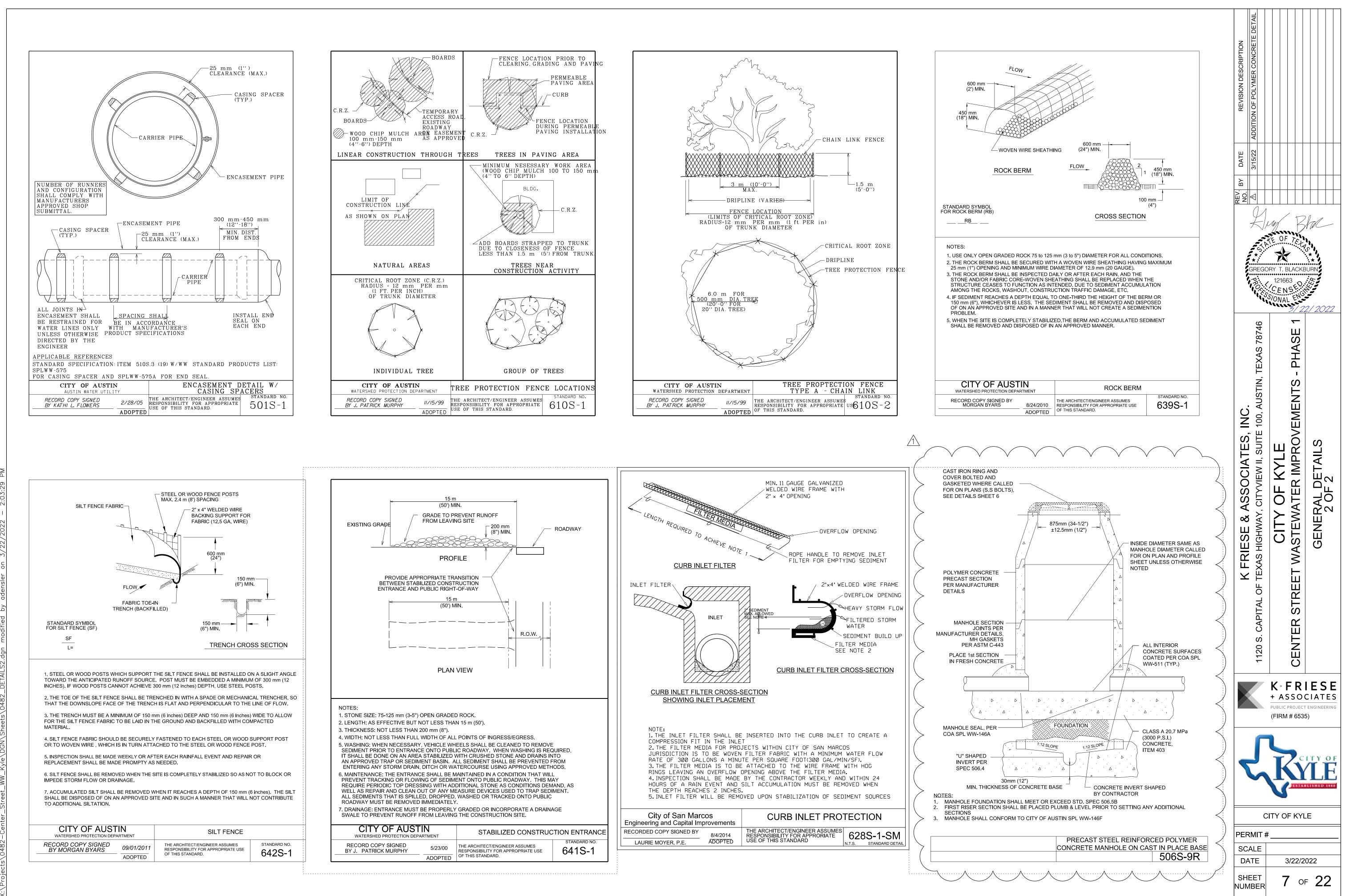


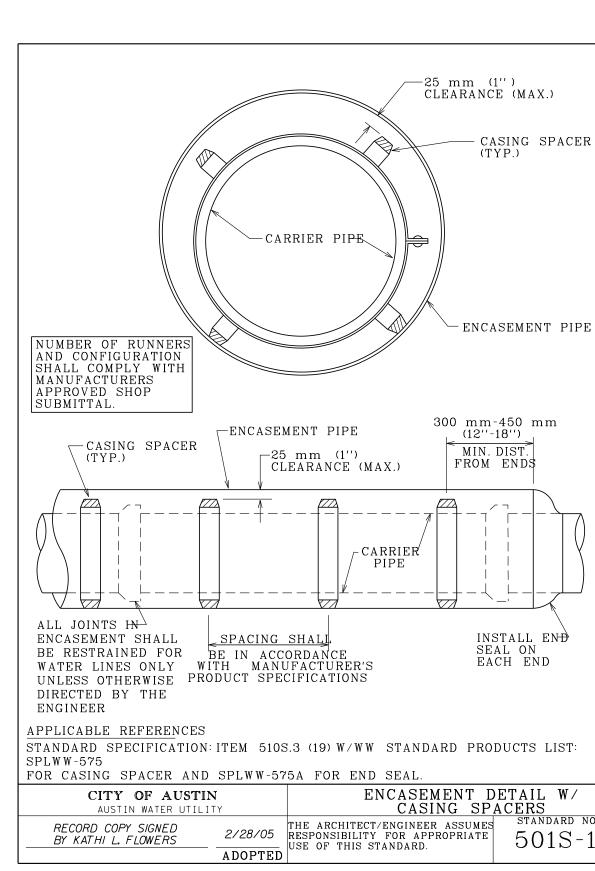
PF 	OW ROPERTY LINE ROPOSED EASEMENT XISTING EASEMENT XISTING WATERLINE XISTING WASTEWAT XISTING WASTEWAT XISTING GAS LINE XISTING STORM DRA XISTING FIBER OPTIO XISTING FIBER OPTIO XISTING FIBER OPTIO XISTING FENCE XISTING EDGE OF PA XISTING EDGE OF PA XISTING FENCE XISTING GROUND CO ROPOSED GROUND O 00-YEAR FLOODPLAID ANHOLE ONTROL POINT XIST TREE TO BE RE XIST TREE TO BE RE	IT ER LINE AIN ELECTRIC LINE C LINE UND ELECTRIC O EWER LINE (BY C AVEMENT ONTOUR CONTOUR N IN MOVED	DTHERS		RY T. BLACKB	
МН № (H)0'	NO.'S 1 TO 6 AS NEEL ()	DED.	680	20 S. CAPITAL OF TEXAS HIGHWAY, CITYVIEW II, SUITE 100, AUSTIN, TEXAS 78746	CITY OF KYLE INTER STREET WASTEWATER IMPROVEMENTS - PHASE 1	WASTEWATER LINE STA 18+00 TO END
			<u>660</u>	-	K • F R I + ASSOC PUBLIC PROJECT (FIRM # 6535	EIATES
			=		·	E 1" = 4' V
		 ROW PROPERTY LINE PROPOSED EASEMENT KWL = EXISTING EASEMENT WW = EXISTING WATERLINE WW = EXISTING WASTEWAT -G = EXISTING GAS LINE SD = EXISTING STORM DRA OHE = EXISTING OVERHEAD FO = EXISTING OVERHEAD FO = EXISTING FIBER OPTIO UGE = EXISTING FIBER OPTIO UGE = EXISTING GROUND CO PROPOSED STORM SI -X = EXISTING GROUND CO 780 = PROPOSED GROUND CO 780 = CONTROL POINT EXIST TREE TO REMAN EXIST TREE TO BE RE NOTES: BYPASS PIPING NOT SHO CONTRACTOR TO BYPAS MH NO.'S 1 TO 6 AS NEED (H)0' 40'	PROPERTY LINE PROPOSED EASEMENT PROPOSED EASEMENT PROPOSED EASEMENT PROPOSED STORM DRAIN OHE FOO FOO FXO FXO FXO FXO FXO FX	ROW PROPOSED EASEMENT	BOW PROPERTY LINE PROPOSED EASEMENT EXISTING CACEMENT SUB- EXISTING CACEMENT SUB- EXISTING CACEMENT SUB- EXISTING STORM DRAIN OC- EXISTING FIRER OPTIC LINE CO- EXISTING FIRER OF OFTIC LINE CO- EXISTING FIRER EXISTING GROUND CONTOUR T- TSO- EXISTING GROUND CONTOUR CONTROL POINT EXIST TREE TO REMAIN EXIST TREE TO BE REMOVED NOTES: 1. BYPASS PIPING NOT SHOWN FOR CLARITY. CO- EXIST TREE TO BE REMOVED NOTES: 1. BYPASS PIPING NOT SHOWN FOR CLARITY. CONTRACTOR TO BYPASS FLOWS ARDINO MH NO.S 1 TO 6 AS NEEDED.	PROPERTY LINE CONTENTING VARIERUM CONTENTING VARIERUM PROPERTY LINE PROPERTY PRO

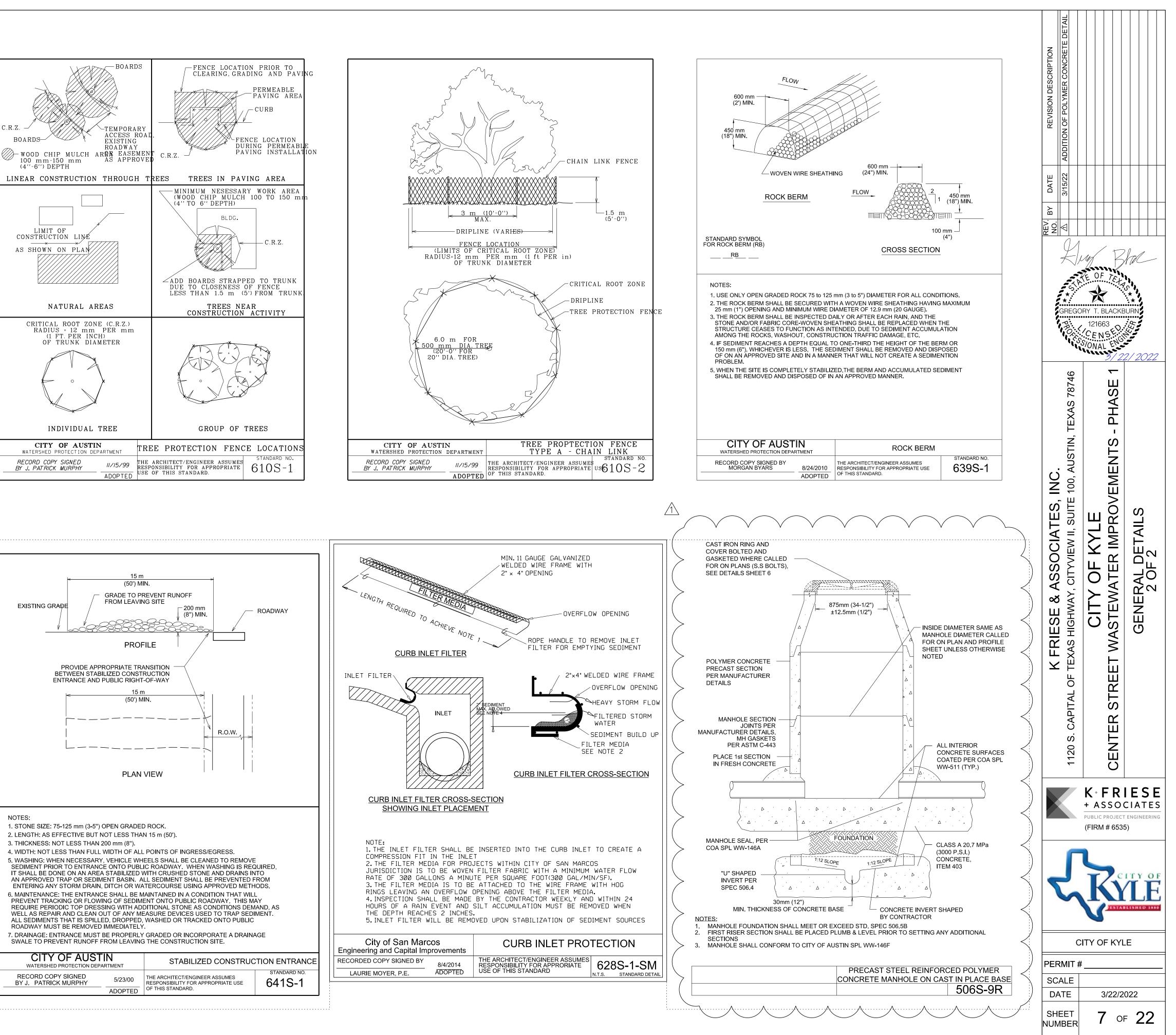


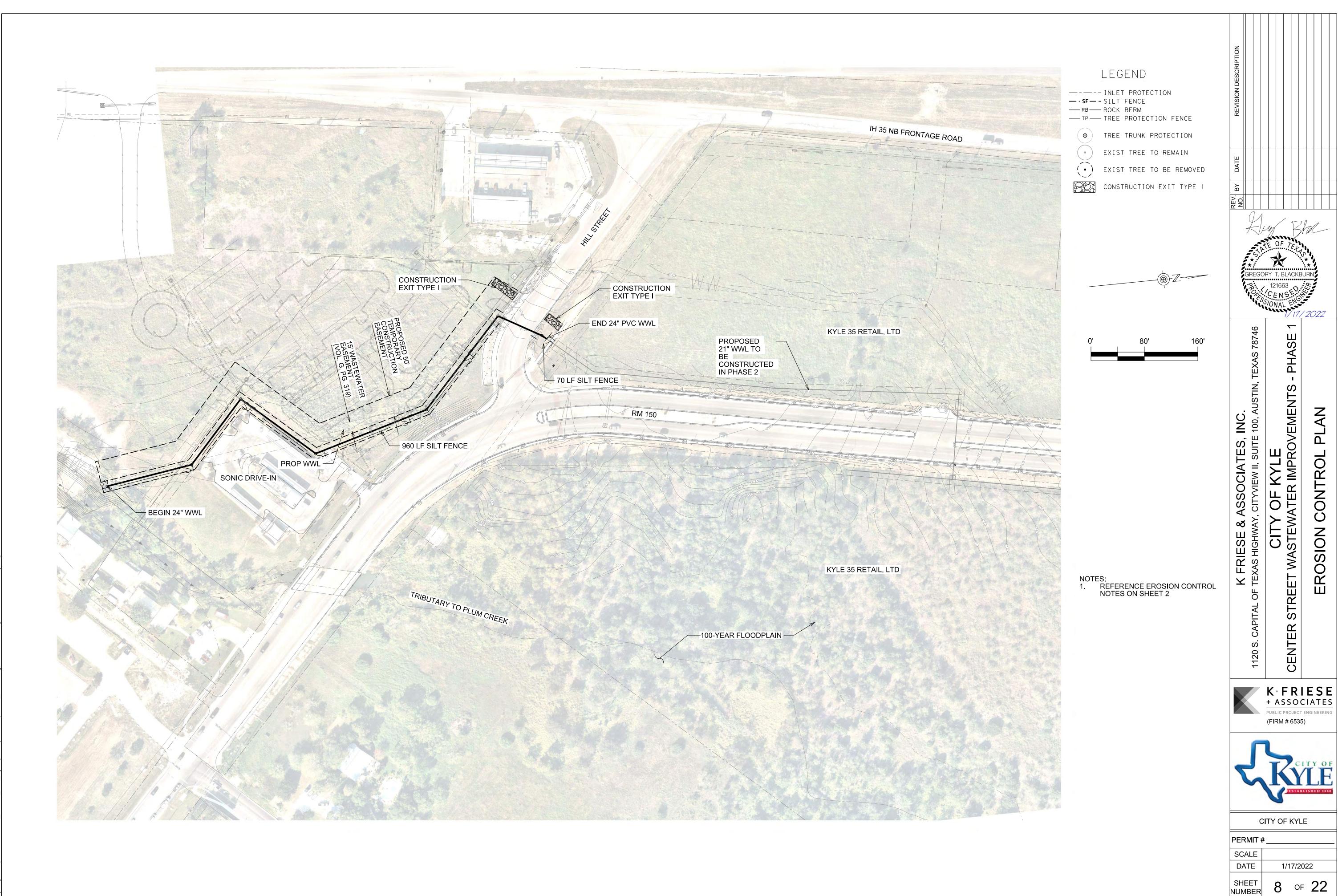


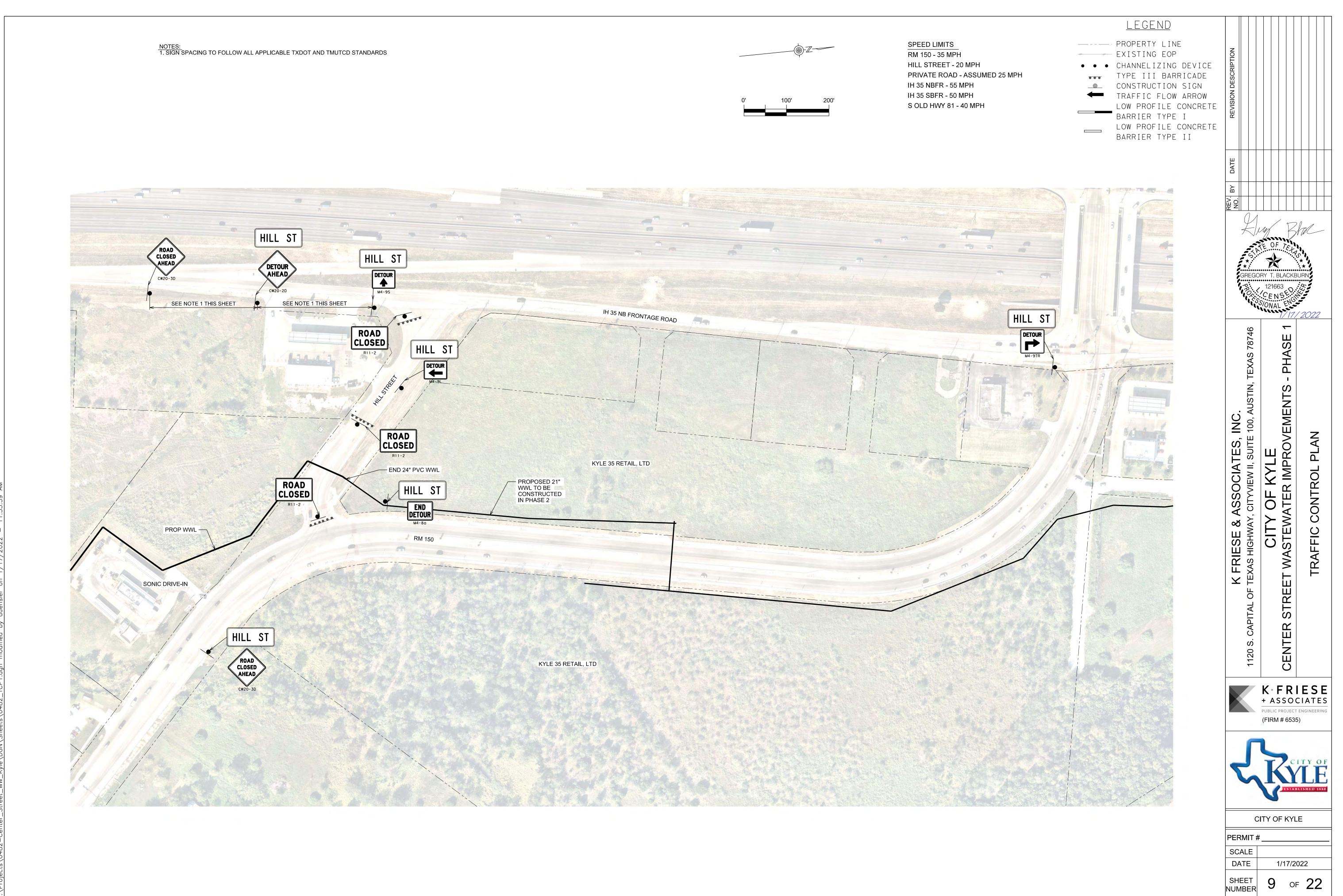


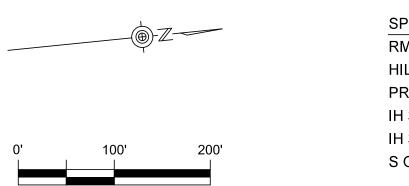












BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES: 1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD). 2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer. 3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes. The Contractor is responsible for installing and maintaining the traffic 4. control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer. 5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO),

When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC 6. FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

Design Manual" or engineering judgment.

- 7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- 8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- 9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- 10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
- 11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
- 12. The Engineer has the final decision on the location of all traffic control devices.
- 13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel, " or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

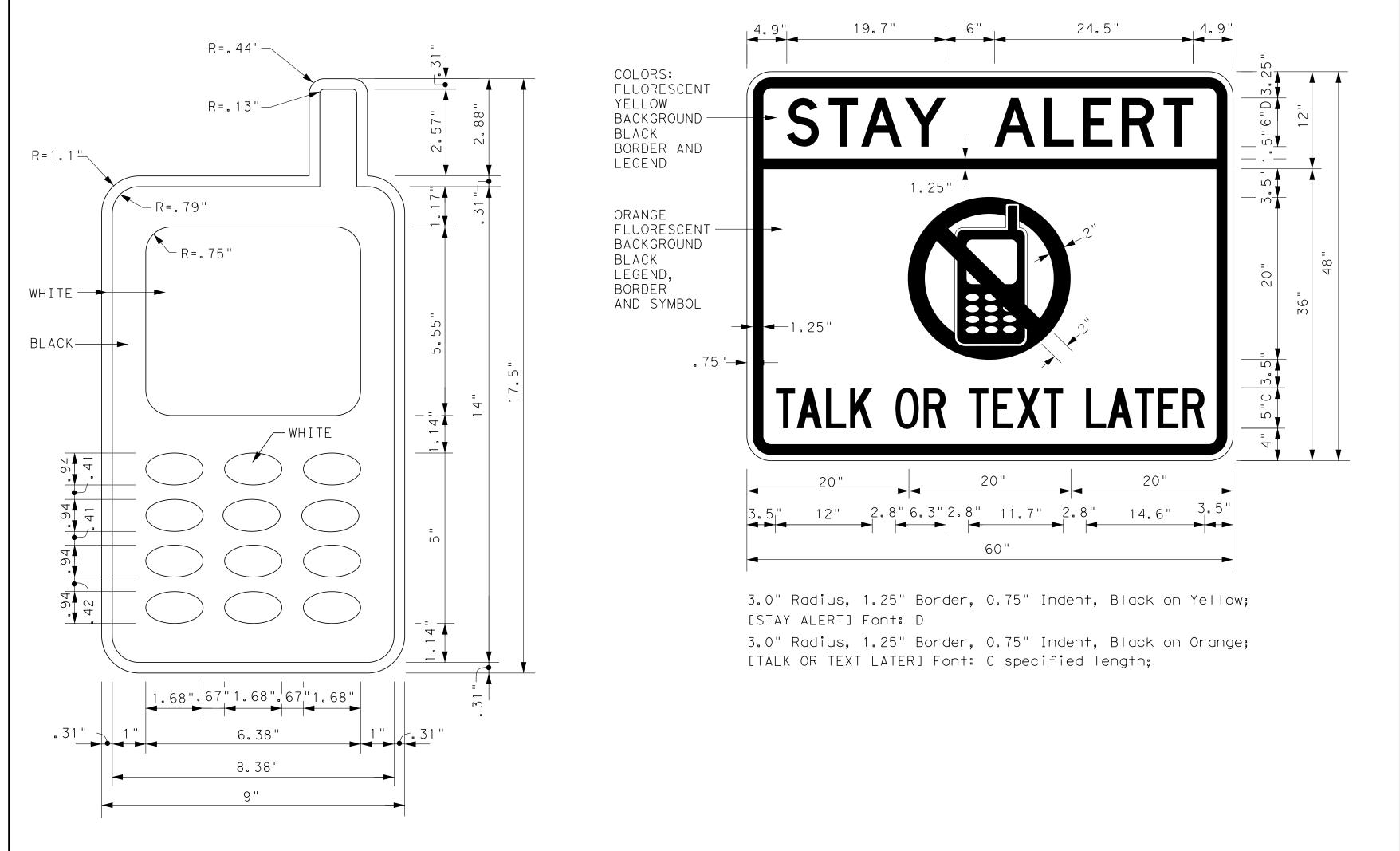
is governed by the "Texas Engineering Practice Act". No warranty purpose whatsoever. TxDOT assumes no responsibility for the conv mats or for incorrect results or damages resulting from its use. MER: e use of this standard is made by TxDOT for any p s standard to other forme SCLAIN The nd is this

A T E : I L E :

any sion

of /er

"A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway

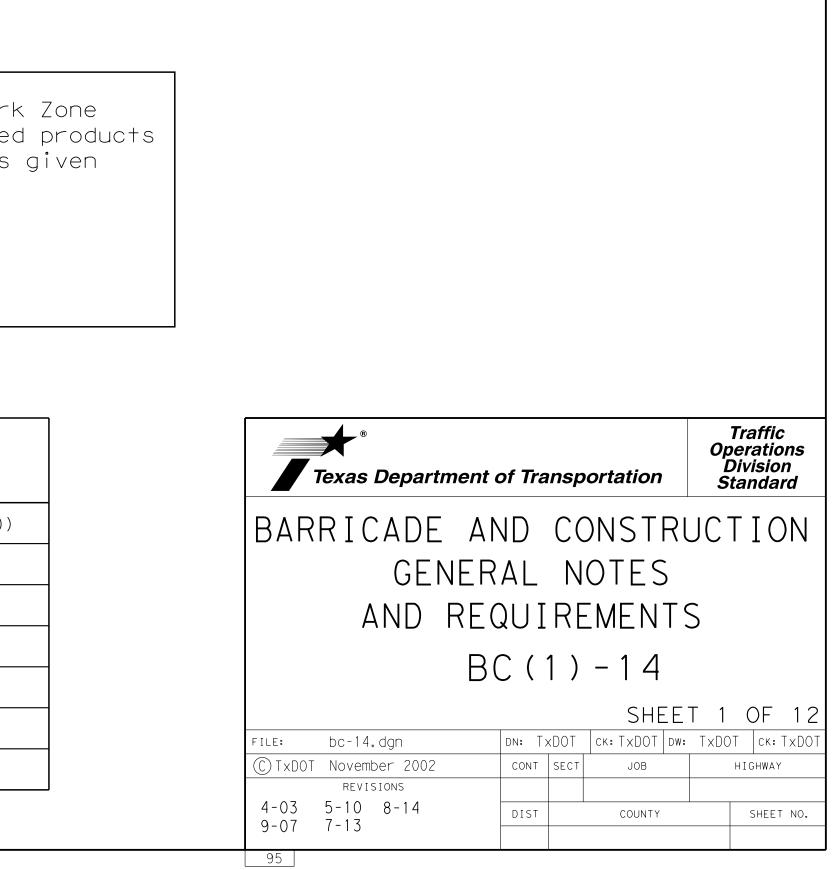


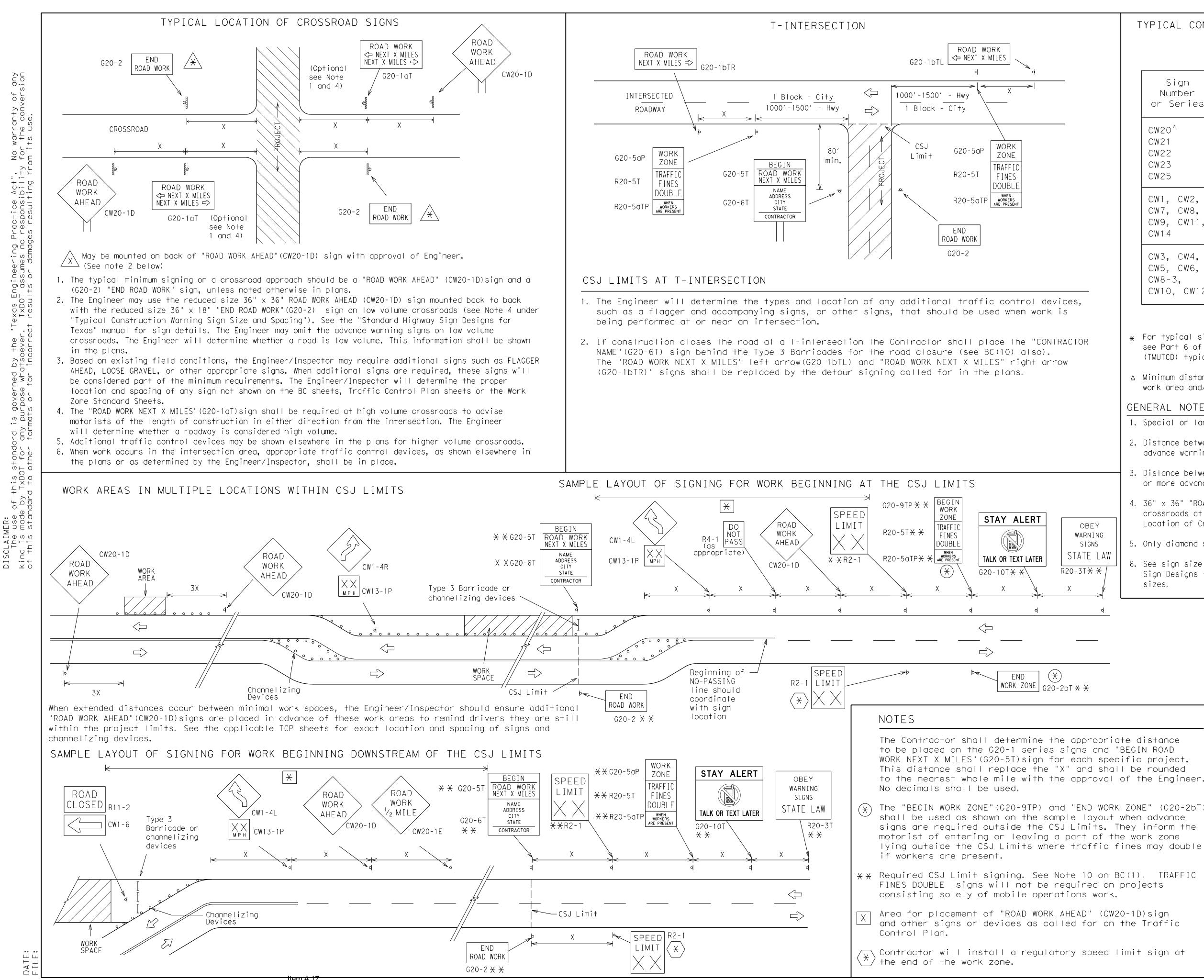
SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contactina:

Texas Department of Transportation Traffic Operations Division - TE Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT
http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS





Texas Engineering Practice Act". No warranty TxDOT assumes no responsibility for the con t results or damages resulting from its use. y the " | soever. ncorrec' is governed by purpose whats mats or for in of this standa e by TxDOT for ndard to other NEK: USE (made stan(CLAIN The id is this

						1-5-6
τγριςδι	CONSTRUCTION	WARNING	SIGN	SI7F		SPACING """
I I ICAL	CONSTRUCTION	MANNINO	JION	JIZE	AND	JIACINO

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway		
CW20 ⁴ CW21 CW22 CW23 CW25	48" × 48"	48" × 48"		
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" × 36"	48" × 48"		
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" × 48"	48" × 48"		

JIACINO						
Posted Speed	∆ Sign Spacing "X"					
MPH	Feet (Apprx.)					
30	120					
35	160					
40	240					
45	320					
50	400					
55	500 ²					
60	600 ²					
65	700 2					
70	800 ²					
75	900 ²					
80	1000 ²					
*	* 3					

SPACING

* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

- 1. Special or larger size signs may be used as necessary.
- 2. Distance between signs should be increased as required to have 1500 feet advance warning.
- 3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- 5. Only diamond shaped warning sign sizes are indicated.
- . See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

	LEGEND
⊢ −−−1	Type 3 Barricade
000	Channelizing Devices
_	Sign
Х	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Traffic

Operations

Division

Standard

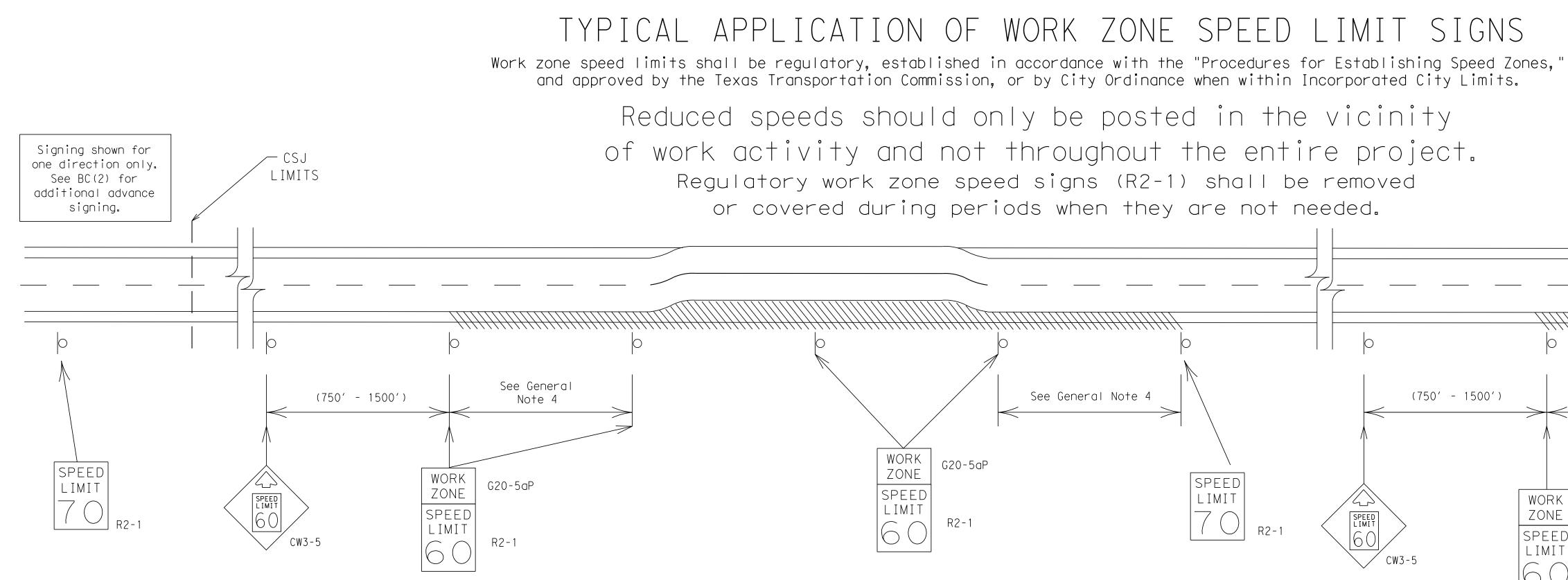
				SHEE	T 2	OF 12
FILE:	bc-14.dgn	DN: T;	× DOT	CK: TXDOT DW:	TxDOT	ск: ТхDОТ
(C) T x D O T	November 2002	CONT	SECT	JOB	ŀ	HIGHWAY
	REVISIONS					
9-07 7-13	8 - 1 4	DIST		COUNTY		SHEET NO.
96						

BARRICADE AND CONSTRUCTION

PROJECT LIMIT

BC(2)-14

Texas Department of Transportation



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction detours
- d) grade
- e) width
- f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

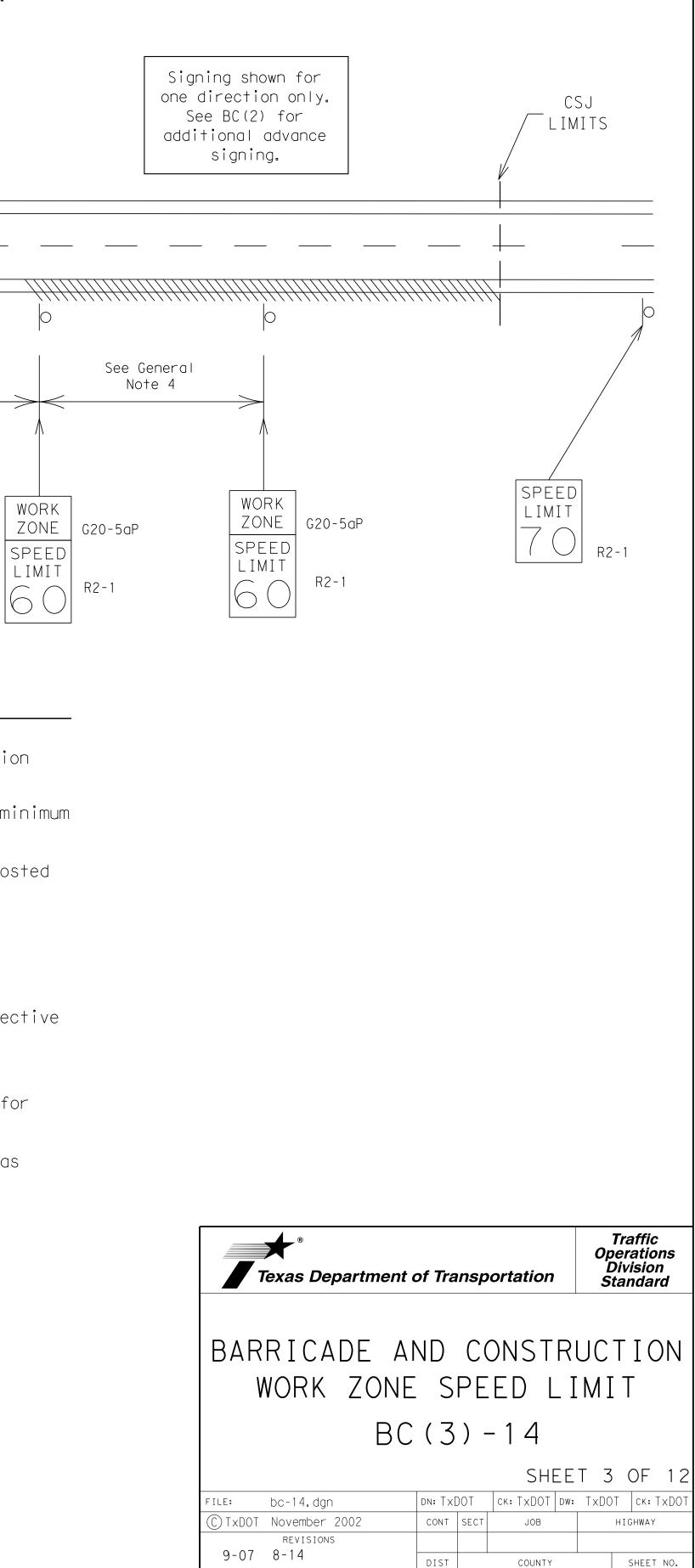
GENERAL NOTES

- 1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- 2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- 3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.

4. Frequency of work zone speed limit signs should be: 40 mph and greater 0.2 to 2 miles 35 mph and less 0.2 to 1 mile

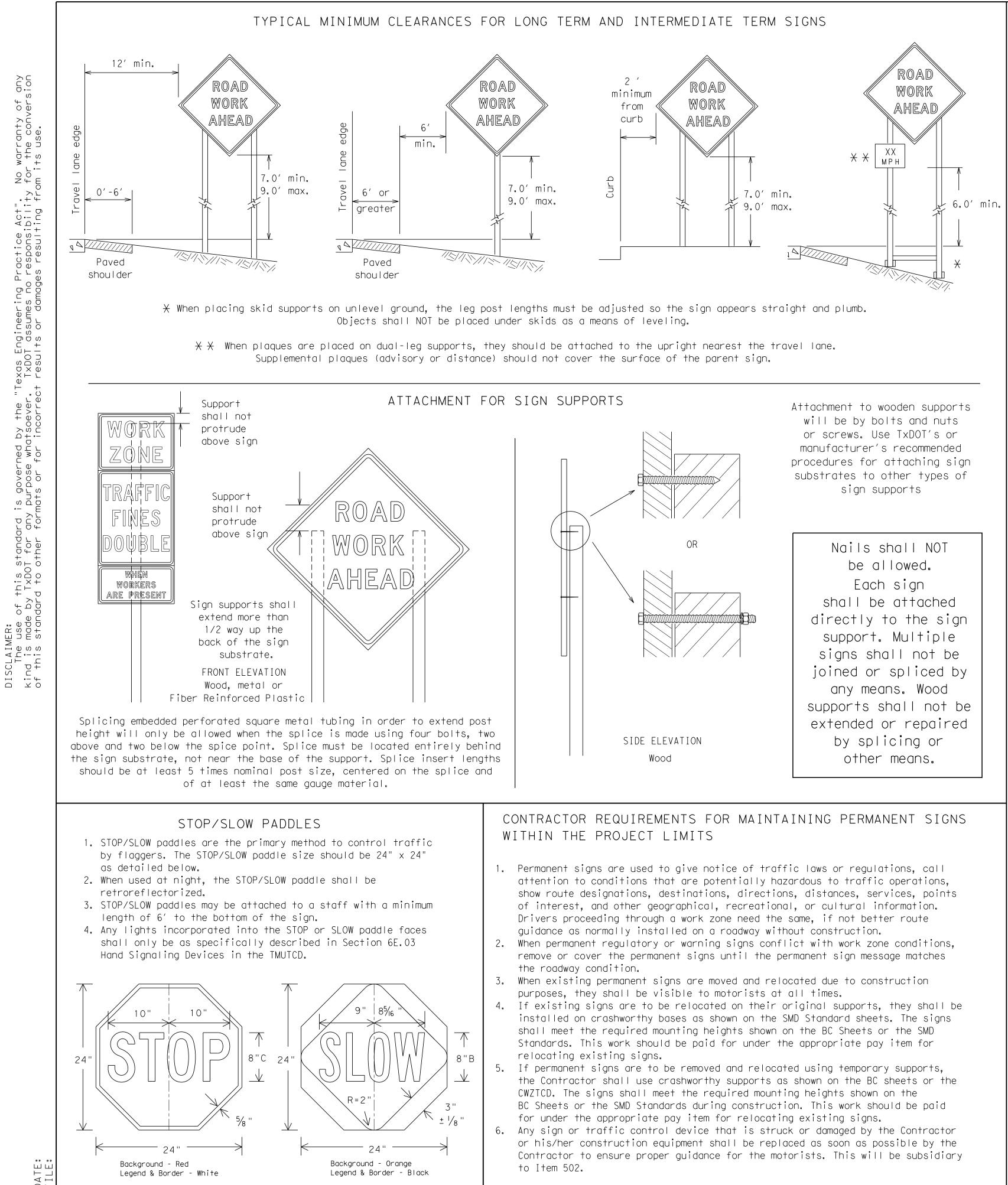
- 5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- 6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- 7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- 8. Techniques that may help reduce traffic speeds include but are not limited to: A. Law enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power (drone) radar transmitter.
 - E. Speed monitor trailers or signs.
- 9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- 10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.





⁹⁷

7-13



GENERAL NOTES FOR WORK ZONE SIGNS

- 1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer. 2. Wooden sign posts shall be painted white.
- 3. Barricades shall NOT be used as sign supports.
- guide the traveling public safely through the work zone.
- the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes. verify the correct procedures are being followed.
- damaged or marred reflective sheeting as directed by the Engineer/Inspector.
- for identification shall be 1 inch.

9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6) 1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.

- a. Long-term stationary work that occupies a location more than 3 days. more than one hour.
- c. Short-term stationary daytime work that occupies a location for more than 1 hour in a single daylight period.
- d. Short, duration work that occupies a location up to 1 hour.
- e. Mobile work that moves continuously or intermittently (stopping for up to approximately 15 minutes.) SIGN MOUNTING HEIGHT

- as shown for supplemental plaques mounted below other signs.
- the around.
- 3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
- appropriate Long-term/Intermediate sign height.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer. SIGN SUBSTRATES

- 2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave. centers. The Engineer may approve other methods of splicing the sign face. REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1). 2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds. SIGN LETTERS

first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

- 1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- intersections where the sign may be seen from approaching traffic.
- 3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
- 5. Burlap shall NOT be used to cover signs.
- 6. Duct tape or other adhesive material shall NOT be affixed to a sign face. 7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

- 1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used. 2. The sandbags will be tied shut to keep the sand from spilling and to
- maintain a constant weight.
- 3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
- 4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. 5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
- 6. Rubber ballasts designed for channelizing devices should not be used for
- ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list. 7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or
- hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
- 8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and

5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in

6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can

7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or

8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used

b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except

2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above

4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to

5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports. 3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide,

fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6"

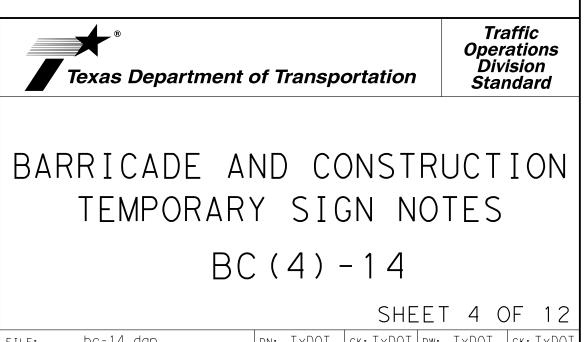
1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of

2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any

4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the

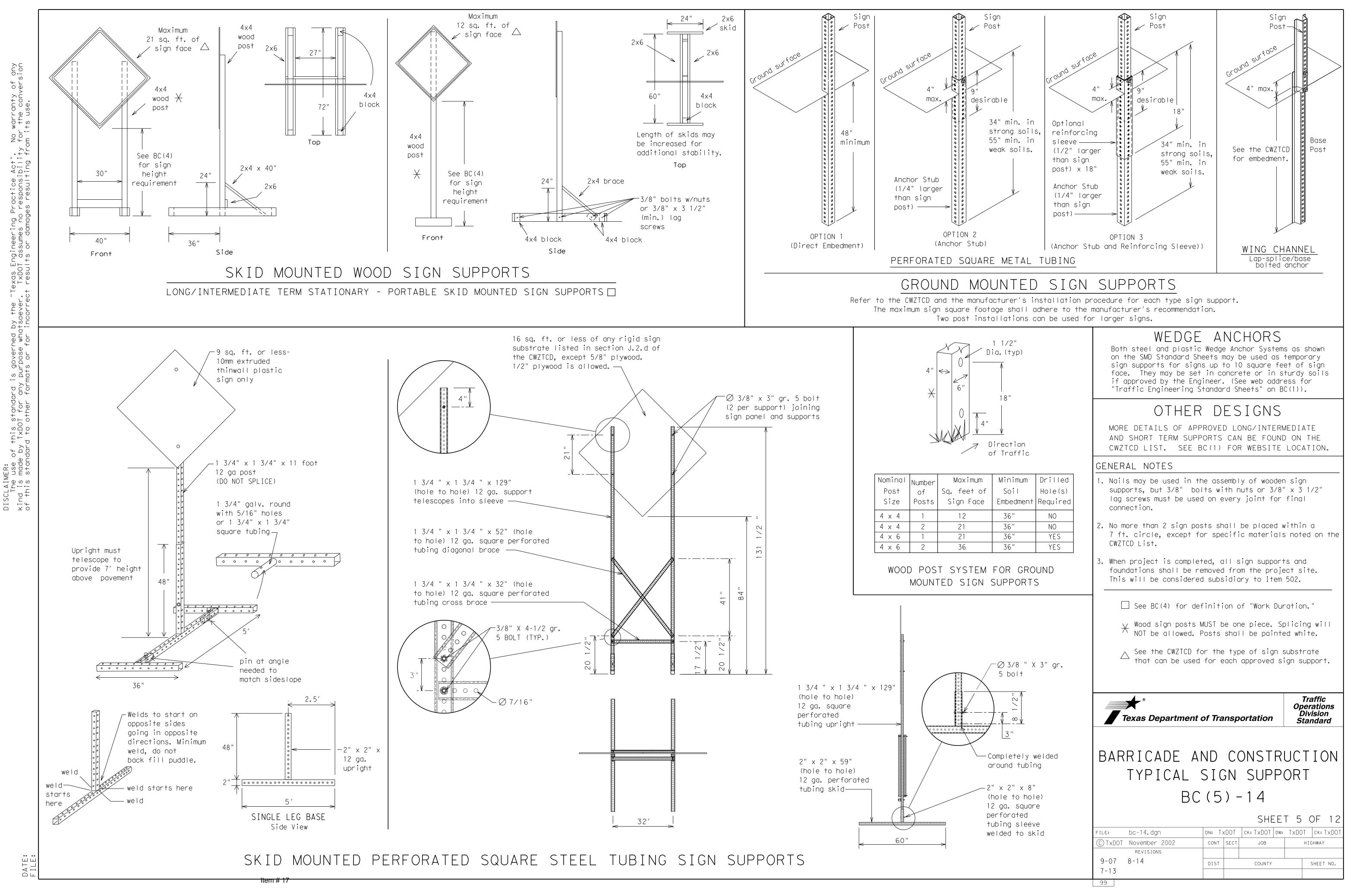
entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.

98



				0	· - ·		• • • •
FILE:	bc-14.dgn	DN: T>	K DOT	ск: ТхDОТ	DW:	TxDOT	ск: ТхDОТ
© TxDOT	November 2002	CONT	SECT	JOB		Н	IGHWAY
	REVISIONS						
0 0 .	8 - 1 4	DIST		COUNTY			SHEET NO.
7-13							

ISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any ind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion f this standard to other formats or for incorrect results or damages resulting from its use.

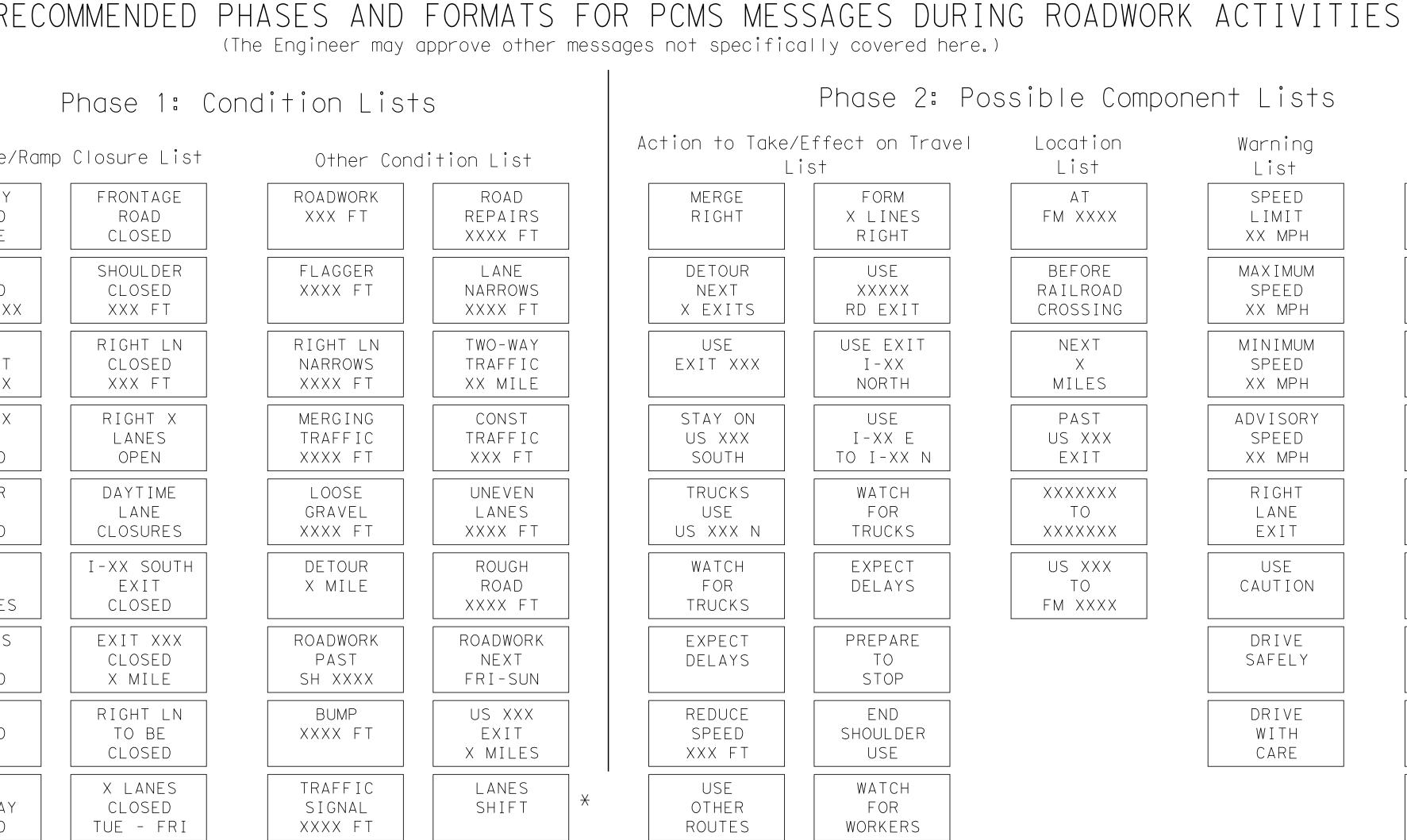


	I NOT IN USE, REMOVI ND BARRIER OR GUARI					F
PC	RTABLE CHANGEABL	_E MESSAGE S	IGNS			
1.	The Engineer/Inspec changeable message		ve all messages used	on portable		
2.	Messages on PCMS sh	nould contain no	more than 8 words			
	eight characters pe "FOR," "AT," etc.	er word), not in	cluding simple words	s such as "IO,"		Road/Lane
3.	-		e phase, or two phas e not allowed. Each			
	message should conv	-	ught, and must be ur			FREEWA
4.	itself. Use the word "EXIT"	to refer to an	exit ramp on a free	eway; i.e.,		CLOSEE X MILE
5.	"EXIT CLOSED." Do r	not use the term				
	along with the numb	per when referri	ng to a roadway.			ROAD CLOSEE
6.	When in use the bot a minimum 7 feet ab		nary PCMS message po , where possible.	inel should be		AT SH X
7.	-		be used only if the by Sunday evening at			ROAD
	Actual days and hou	irs of work shou	Id be displayed on t	he PCMS if work	<	CLSD A
8.	-		or continue into Mor one of two options v		-	FM XXX
	able for displaying	, a two-phase me	ssage on a PCMS. Eac	ch phase may be		RIGHT
9.	Do not "flash" mess	ages or words i	-			LANES CLOSEI
10.	should be steady bu . Do not present redu		. –	essage; i.e.,		
	-	of the message t	he same and changing	• • •	e .	CENTEF LANE
	. Do not display the	message "LANES	SHIFT LEFT" or "LANE	S SHIFT RIGHT"		CLOSE
13.	on a PCMS. Drivers . Do not display mess		•	ertically across	6	NIGHT
	the face of the sig . The following table	jn.		-		LANE
14.	are acceptable for	use on a PCMS.	Both words in a phro	ise must be		CLOSURE
	displayed together. abbreviated, unless		es not on this list MUTCD.	should not be		VARIOL
15.	. PCMS character heig		least 18 inches for at least 1/2 (.5) m			LANES CLOSEI
	should be legible f	from at least 60	0 feet at night and			
	daviliant Truck me	Nuntad unite mue	+ have a character t	$a_{a} = a_{b} + a_{b$	shac	
1.0	daylight. Truck mo and must be legible	e from at least	400 feet.	-		EXIT CLOSEI
16.		e from at least should be center	400 feet.	-		
	and must be legible Each line of text s left or right justi If disabled, the PC	e from at least should be center fied. CMS should defau	400 feet. ed on the message bo	bard rather than display that wi	٦	CLOSEE MALL
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists	e from at least should be center fied. CMS should defau s and will only pned. A pattern	400 feet. ed on the message bo It to an illegible o	bard rather than display that wi tkers that the	ר 	CLOSED MALL DRIVEWA
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctio	e from at least should be center fied. CMS should defau s and will only pned. A pattern	400 feet. ed on the message bo It to an illegible o be used to alert wor	bard rather than display that wi tkers that the	ר 	CLOSED MALL DRIVEWA CLOSED
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate	e from at least should be center fied. CMS should defau s and will only oned. A pattern e.	400 feet. ed on the message bo It to an illegible o be used to alert wor such as a series of	bard rather than display that wi kers that the horizontal sol	n I I I d	CLOSED MALL DRIVEWA
	and must be legible Each line of text so left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate	e from at least should be center fied. CMS should defau s and will only oned. A pattern e.	400 feet. ed on the message bo It to an illegible o be used to alert wor such as a series of WORD OR PHRASE	ard rather than display that wi kers that the horizontal sol	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT	400 feet. ed on the message bo It to an illegible o be used to alert wor such as a series of WORD OR PHRASE Major Miles	ABBREVIATION	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text so left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE Access Road Alternate Avenue	e from at least should be center fied. CMS should defau s and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour	ABBREVIATION	n I I I d	CLOSED MALL DRIVEWA CLOSED
	and must be legible Each line of text so left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard	e from at least should be center fied. MS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday	ABBREVIATION MAJ MNR MON	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text so left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot	e from at least should be center fied. CMS should defau s and will only oned. A pattern c. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday Normal North	ABBREVIATION MAJ MI MNR MON NORM N	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge	e from at least should be center fied. CMS should defau s and will only oned. A pattern c. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday Normal North Northbound	ABBREVIATION MAJ MI MNR MON NORM N (route) N	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road	ABBREVIATION MAJ MI MNR MON NORM NORM NORM NORM NORM NORM N	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday	Dard rather than display that wi kers that the horizontal sol ABBREVIATION MAJ MI MPH MNR MON NORM NORM N (route) N PKING RD RT LN SAT	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD
	and must be legible Each line of text so left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING	e from at least should be center fied. CMS should defau and will only oned. A pattern c. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road	ABBREVIATION MAJ MI MPH MON NORM N (route) N PKING RD RT LN SAT SERV RD	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text so left or right justi If disabled, the PC not alarm motorists PCMS has malfunction bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound	e from at least should be center fied. CMS should defau and will only oned. A pattern c. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery	ABBREVIATION MAJ MI MAJ MI MPH MNR MON NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Vehicle	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER VEH	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound	ABBREVIATION MAJ MI MAJ MI MPH MNR MON NORM NORM NORM NORM NORM NORM N	n I I I d	CLOSE MALL DRIVEW CLOSE XXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South	ABBREVIATION MAJ MI MPH MNR MON NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP S	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Expressway	e from at least should be center fied. CMS should defau and will only oned. A pattern ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER VEH ENT EXP LN EXPWY	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday	ABBREVIATION ABBREVIATION ABBREVIATION ABBREVIATION MAJ MI MPH MNR MON NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP S (route) S SPD ST SUN	n I I I d	CLOSE MALL DRIVEW CLOSE XXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express way XXXX Feet Fog Ahead	e from at least should be center fied. MS should defau and will only oned. A pattern accs RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER VEH ENT EXP LN EXPWY XXXX FT FOG AHD	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary	ABBREVIATION MAJ MI MAJ MI MPH MNR MON NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP S (route) S SPD ST SUN PHONE TEMP	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express way XXXX Feet Fog Ahead Freeway Freeway Blocked	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER EMER EMER EMER EMER EM	400 feet. ed on the message bo It to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone	ABBREVIATION MAJ MI MPH MNR MON NORM NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP S (route) S SPD ST SPD ST SUN PHONE	n I I I d	CLOSE MALL DRIVEW CLOSE XXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Expressway XXXX Feet Fog Ahead Freeway	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER EMER VEH ENT EXP LN EXP LN EXP LN EXP WY XXXX FT FOG AHD FRWY, FWY FWY BLKD FRI	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic	ABBREVIATION MAJ MI MAJ MI MPH MNR MON NORM NORM NORM NORM NORM NORM N	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express Lane Expressway XXXX Feet Fog Ahead Freeway Freeway Blocked Friday Hazardous Driving Hazardous Materia	e from at least should be center fied. CMS should defau and will only oned. A pattern e ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER EMER VEH ENT EXP LN EXP LN EXP LN EXP LN EXP WY XXXX FT FOG AHD FRWY, FWY FWY BLKD FRI HAZ DRIVING HAZMAT	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers Tuesday	ABBREVIATION ABBREVIATION ABBREVIATION MAJ MI MPH MNR MON NORM NORM NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP S (route) S SPD ST SERV RD SHLDR SLIP S (route) S SPD ST SUN PHONE TEMP THURS TO DWNTN TRAF TRVLRS TUES	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express Lane	e from at least should be center fied. CMS should defau and will only oned. A pattern e. ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER VEH ENT EXP LN EXPWY XXXX FT FOG AHD FRWY, FWY FWY BLKD FRI HAZ DRIVING	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of WORD OR PHRASE Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers	ABBREVIATION ABBREVIATION ABBREVIATION MAJ MI MPH MNR MON NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP SLIP S SHLDR SLIP SLIP S SHLDR SLIP SLIP S SHLDR SLIP S SHLDR SLIP THURS TO DWNTN TRAF TRVLRS TUES TIME MIN	n I I I d	CLOSE MALL DRIVEW CLOSE XXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East East East East East East East Eas	e from at least should be center fied. CMS should defau and will only oned. A pattern and will only oned. A pattern and will only oned. A pattern and will only oned. A pattern and will only only and and and and and and ACCS RD ALT AVE BEST RTE BEST RTE BEST RTE BEVD BRDG CANT CTR CONST AHD STR BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER VEH ENT EXP LN EXP LN EXP LN EXP LN EXP LN EXP WY XXXX FT FOG AHD FRWY, FWY FWY BLKD FRI HAZ DRIVING HAZMAT HOV	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Miles a series of Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers Tuesday Time Minutes Upper Level Vehicles (s)	ABBREVIATION ABBREVIATION ABBREVIATION MAJ MI MPH MNR MON NORM N NORM N (route) N PKING RD RT LN SAT SERV RD SHLDR SLIP SLIP S SHLDR SLIP SLIP S SHLDR SLIP S SHLDR SLIP S ST SUN PHONE TEMP THURS TO DWNTN TRAF TRVLRS TO DWNTN TRAF TRVLRS	n I I I d	CLOSE MALL DRIVEWA CLOSE XXXXXXX BLVD
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express Vehicle Freeway Freeway Blocked Friday Hazardous Driving Hazardous Materia High-Occupancy Vehicle Highway Hour(s) Information	e from at least should be center fied. CMS should defau and will only oned. A pattern ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER EMER VEH ENT EXP LN EXPWY XXXX FT FOG AHD FRWY, FWY FWY BLKD FRI HAZ DRIVING I HAZMAT HOV HWY HR, HRS	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers Tuesday Time Minutes Upper Level Vehicles (s) Warning Wednesday	ABBREVIATION ABBREVIATION ABBREVIATION MAJ MI MPH MNR MON NORM N (route) N PKING RD RT LN SAT SERV RD SLIP S (route) S SERV RD SLIP SLIP S (route) S SPD ST SUN PHONE TEMP THURS TO DWNTN TRAF TRVLRS TO DWNTN TRAF TRVLRS TUES TIME MIN UPR LEVEL VEH, VEHS	n I I I d	CLOSEI MALL DRIVEWA CLOSEI XXXXXXX BLVD CLOSEI
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express	e from at least should be center fied. MS should defau and will only oned. A pattern ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER VEH ENT EXP LN EXPWY XXXX FT FOG AHD FRU EXPWY XXXX FT FOG AHD FRI HAZ DRIVING I HAZMAT HOV HWY HR, HRS INFO ITS JCT	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers Tuesday Time Minutes Upper Level Vehicles (s) Warning	Dard rather than bard rather that isplay that wi kers that the horizontal solf ABBREVIATION MAJ MI MPH MPH MNR MON NORM NORM NORM NORM NORM NORM N	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD CLOSED I. When Full Matrix
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express	e from at least should be center fied. MS should defau and will only oned. A pattern defau and will only oned. A pattern defau and will only oned. A pattern defau and will only oned. A pattern defau and will only and defau and defau	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers Tuesday Time Minutes Upper Level Vehicles (s) Warning Wednesday Weight Limit Westbound	ABBREVIATION ABBREVIATION ABBREVIATION ABBREVIATION AAJ AJ MI MAJ MI MPH MNR MON NORM NORM NORM NORM NORM NORM N	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD CLOSED 1. When Full Matri CHANGEABLE MES
	and must be legible Each line of text s left or right justi If disabled, the PC not alarm motorists PCMS has malfunctic bars is appropriate WORD OR PHRASE Access Road Alternate Avenue Best Route Boulevard Bridge Cannot Center Construction Ahead CROSSING Detour Route Do Not East Eastbound Emergency Emergency Vehicle Entrance, Enter Express Lane Express	e from at least should be center fied. MS should defau and will only oned. A pattern ABBREVIATION ACCS RD ALT AVE BEST RTE BLVD BRDG CANT CTR CONST AHD XING DETOUR RTE DONT E (route) E EMER EMER VEH ENT EXP LN EXPWY XXXX FT FOG AHD FRWY, FWY FWY BLKD FRI HAZ DRIVING HAZMAT HOV HWY HR, HRS INFO ITS JCT LFT	400 feet. ed on the message bo lt to an illegible of be used to alert wor such as a series of Major Miles Miles Per Hour Minor Monday Normal North Northbound Parking Road Right Lane Saturday Service Road Shoulder Slippery South Southbound Speed Street Sunday Telephone Temporary Thursday To Downtown Traffic Travelers Tuesday Time Minutes Upper Level Vehicles (s) Warning Wednesday Weight Limit West	ABBREVIATION ABBREVIATION ABBREVIATION ABBREVIATION AAJ AJ AJ AI AN AI APH ANR AON NORM NORM NORM NORM NORM NORM NORM NO	n I I I d	CLOSED MALL DRIVEWA CLOSED XXXXXXX BLVD

ATE: ILE:

Roadway designation # IH-number, US-number, SH-number, FM-number

same size arrow.



 \star LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

APPLICATION GUIDELINES

- 1. Only 1 or 2 phases are to be used on a PCMS.
- 2. The 1st phase (or both) should be selected from the
- "Road/Lane/Ramp Closure List" and the "Other Condition List". 3. A 2nd phase can be selected from the "Action to Take/Effect
- on Travel, Location, General Warning, or Advance Notice Phase Lists".
- 4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- 5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- 6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

STAY ΙN

LANE

- 1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- 2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- 3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- 4. Highway names and numbers replaced as appropriate.
- 6. AHEAD may be used instead of distances if necessary.
- 7. FT and MI, MILE and MILES interchanged as appropriate.
- 8. AT. BEFORE and PAST interchanged as needed.
- 9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

CMS SIGNS

ix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE SAGE SIGNS" above.

gns, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it the legibility/visibility requirement listed above.

gns are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute ce that sign.

4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the

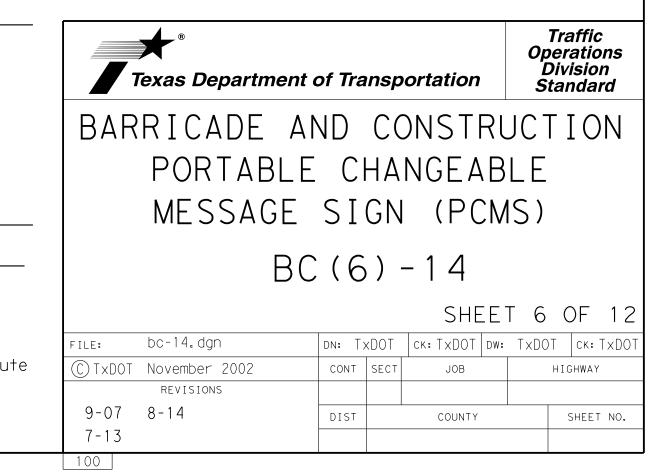
Phase 2: Possible Component Lists

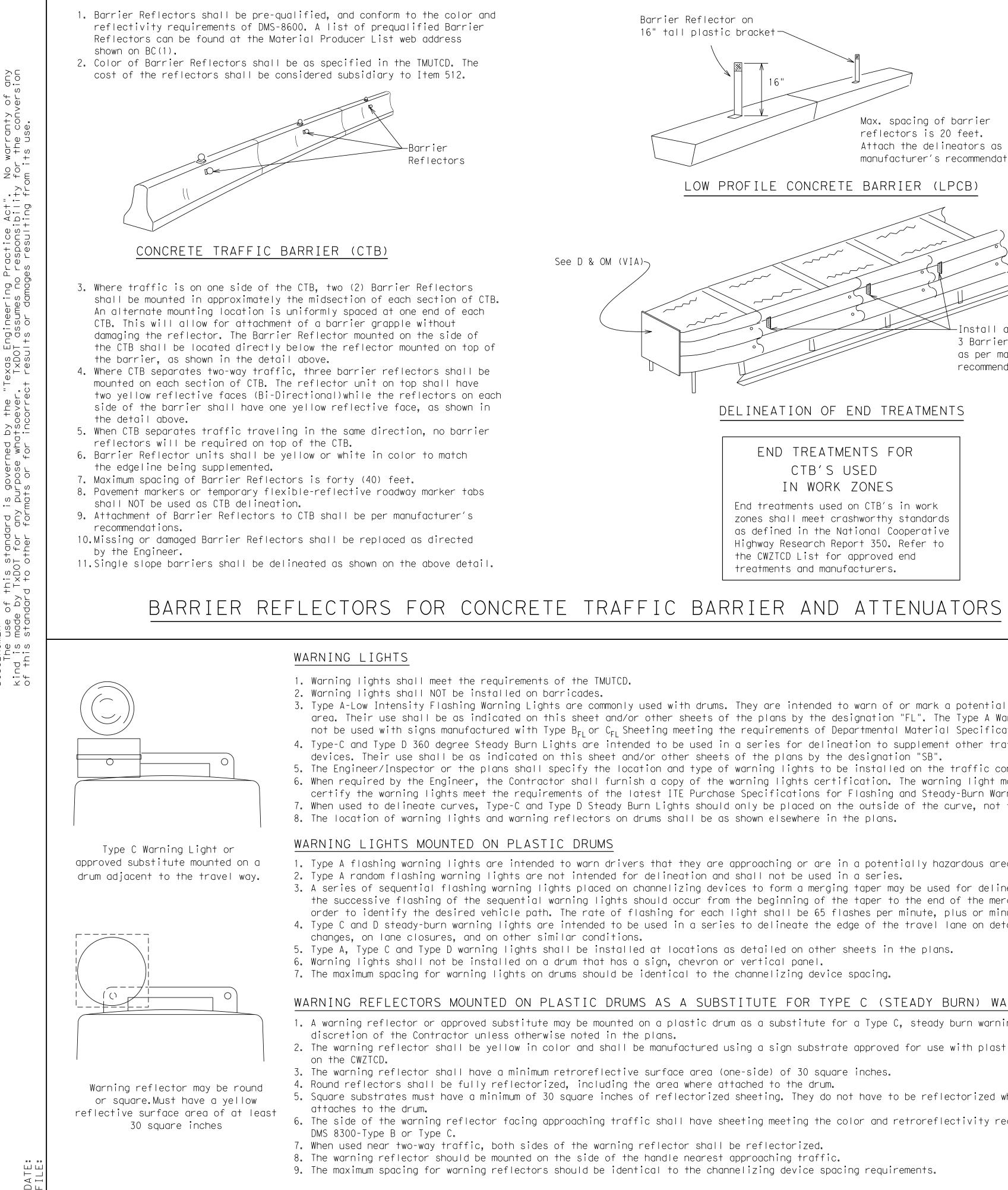
Location List	Warning List	** Advance Notice List
AT FM XXXX	SPEED LIMIT XX MPH	TUE-FRI XX AM- X PM
BEFORE RAILROAD CROSSING	MAXIMUM SPEED XX MPH	APR XX- XX X PM-X AM
NEXT X MILES	MINIMUM SPEED XX MPH	BEGINS MONDAY
PAST US XXX EXIT	ADVISORY SPEED XX MPH	BEGINS MAY XX
XXXXXXX TO XXXXXXX	RIGHT LANE EXIT	MAY X-X XX PM - XX AM
US XXX TO FM XXXX	USE CAUTION	NEXT FRI-SUN
	DRIVE SAFELY	XX AM TO XX PM
	DRIVE WITH CARE	NEXT TUE AUG XX
		TONIGHT XX PM-

 \star X See Application Guidelines Note 6.

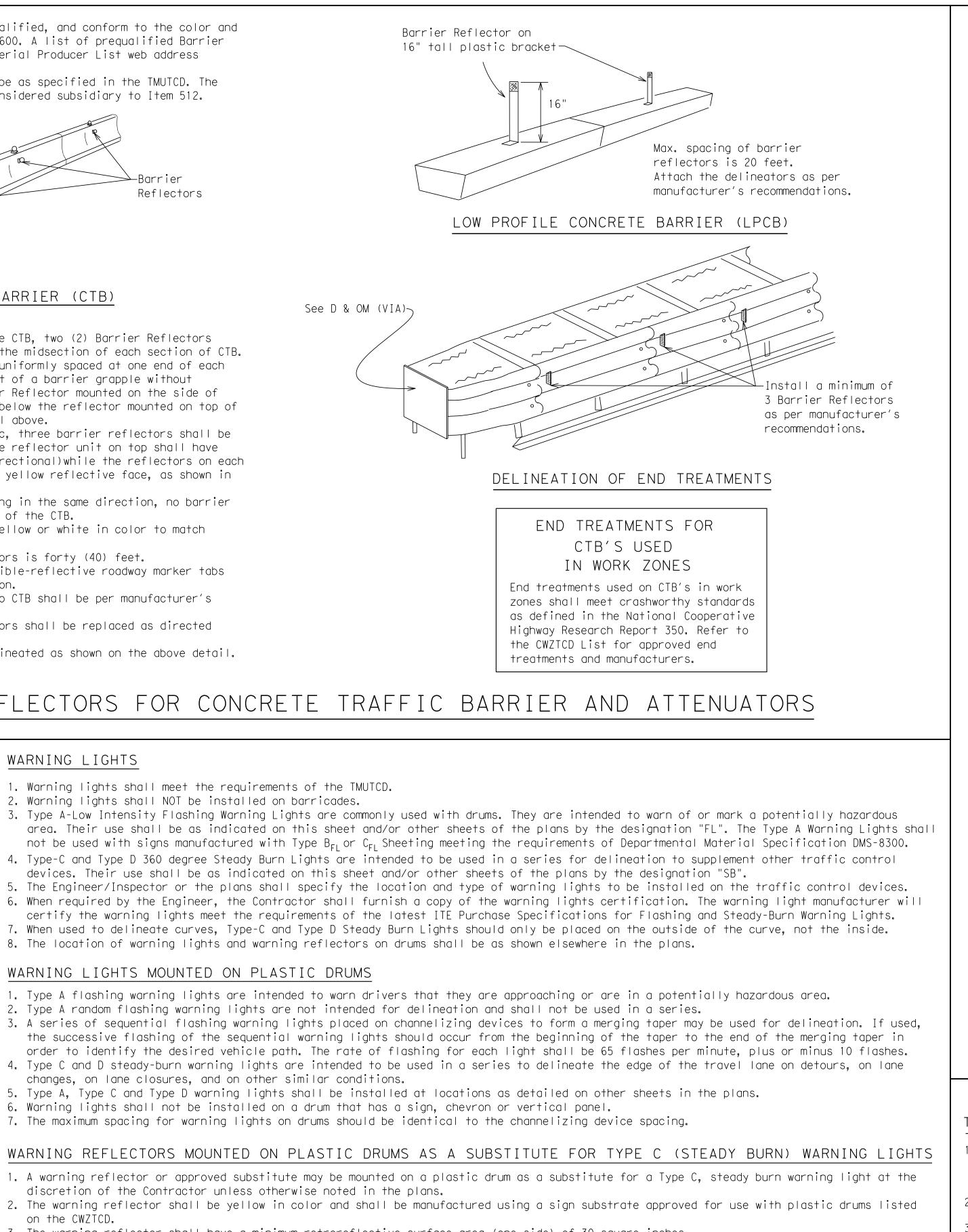
XX AM

5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.





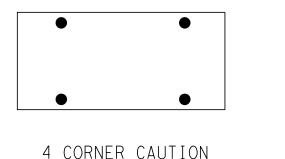
ng Practice Act". No warranty no responsibility for the con nages resulting from its use. erin Jes dam 'Texas Enginee TxDOT assume ot results or o s governed by the "T(purpose whatsoever. Nats or for incorrect any forr of this standa e by TxDOT for ndard to other AER: use c made stanc SCLAIN The nd is this $\Box \times 0$



5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it

6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.





DOUBLE ARROW

5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.

- 6. The straight line caution display is NOT ALLOWED.

- 9. The sequential arrow display is NOT ALLOWED.

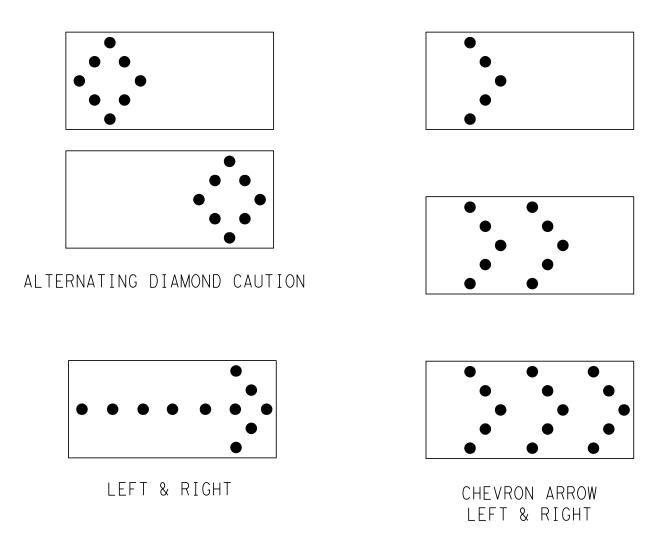
- to bottom of panel.

	R	EQUIREMENTS	
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
В	30 x 60	13	3/4 mile
С	48 x 96	15	1 mile

TRUCK-MOUNTED ATTENUATORS

- 1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
- 2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- 3. Refer to the CWZTCD for a list of approved TMAs. 4. TMAs are required on freeways unless otherwise noted
- in the plans.
- 5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- 6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes. 2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used. 3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board. 4. The Flashing Arrow Board should be able to display the following symbols:



7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute. 8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.

10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.

11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support. 12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic. 13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility,

flash rate and dimming requirements on this sheet for the same size arrow.

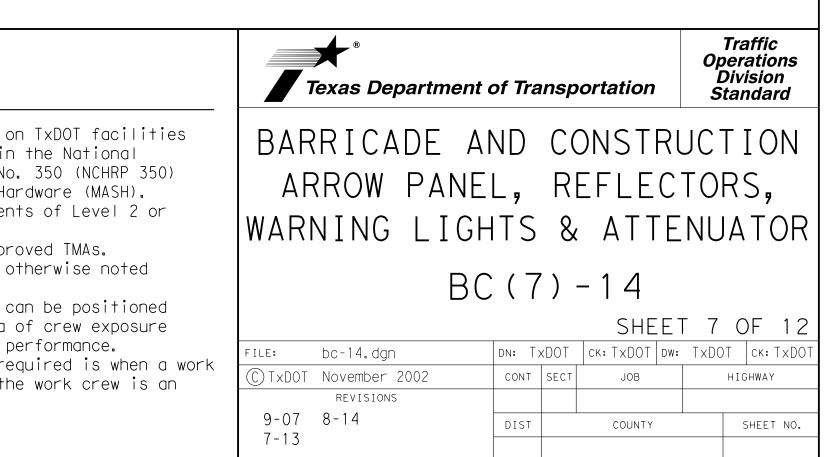
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway

ATTENTION Flashing Arrow Boards shall be equipped with automatic dimming devices.

101

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS



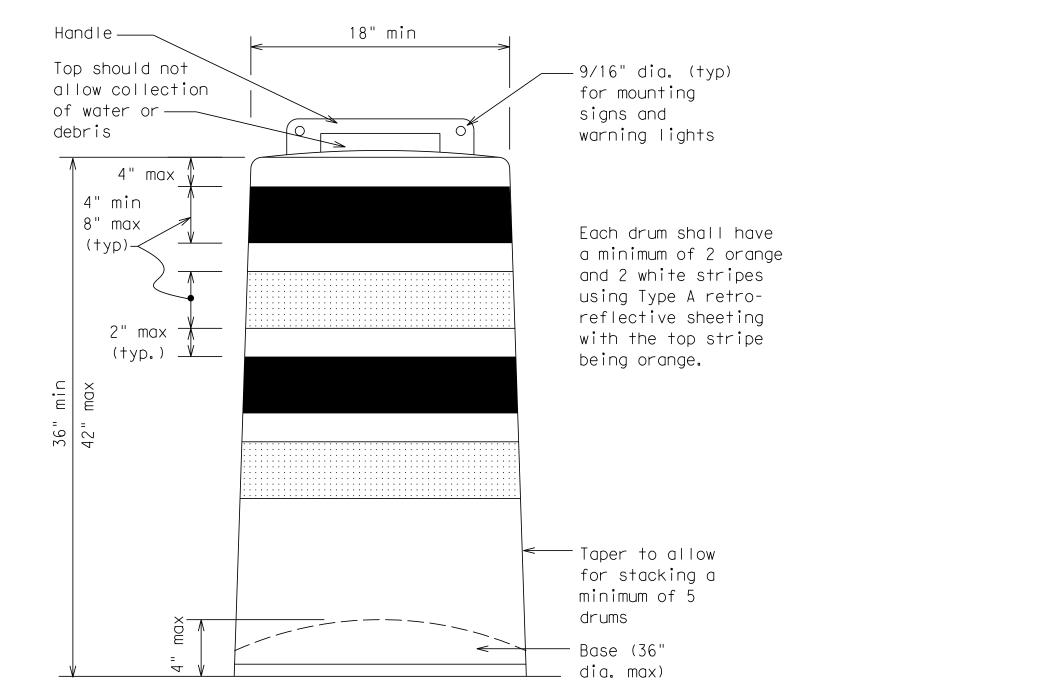
OR

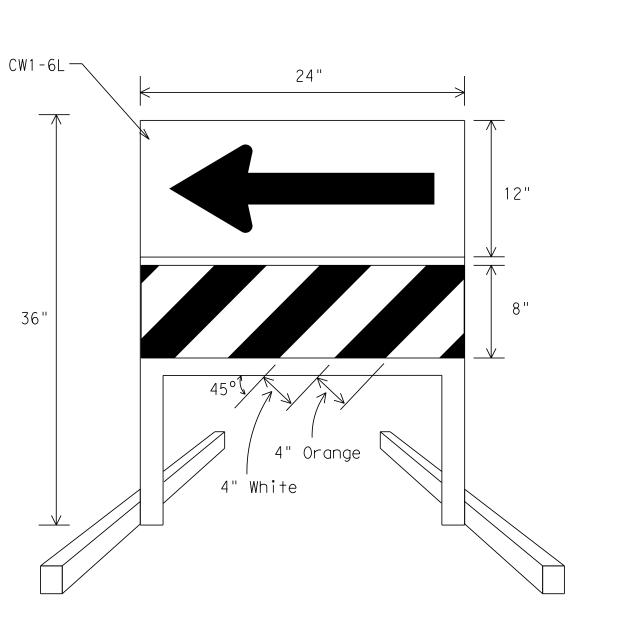
	For long term stationary work zones on freeways, drums shall be used as
2.	the primary channelizing device. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent
	sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the
	cones in proper position and location. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent
4.	sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer. Drums and all related items shall comply with the requirements of the
	current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5.	Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
	The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replace- ment device must be an approved device.
<u>GE</u>	NERAL DESIGN REQUIREMENTS
Pre	-qualified plastic drums shall meet the following requirements:
2.	Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed
3.	of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or
4.	single piece plastic drums as channelization devices or sign supports. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and
5.	a maximum of 42 inches. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved
6.	compliant sign. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in
	width. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base
8.	to be held down while separating the drum body from the base. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
	Drum body shall have a maximum unballasted weight of 11 lbs. Drum and base shall be marked with manufacturer's name and model number.
RE	TROREFLECTIVE SHEETING
	The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain
	adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.
BA	LLAST
	Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement
2.	surface may not exceed 12 inches. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or
3.	a solid rubber base. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4.	The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
	When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6.	Ballast shall not be placed on top of drums. Adhesives may be used to secure base of drums to pavement.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: File:

GENERAL NOTES



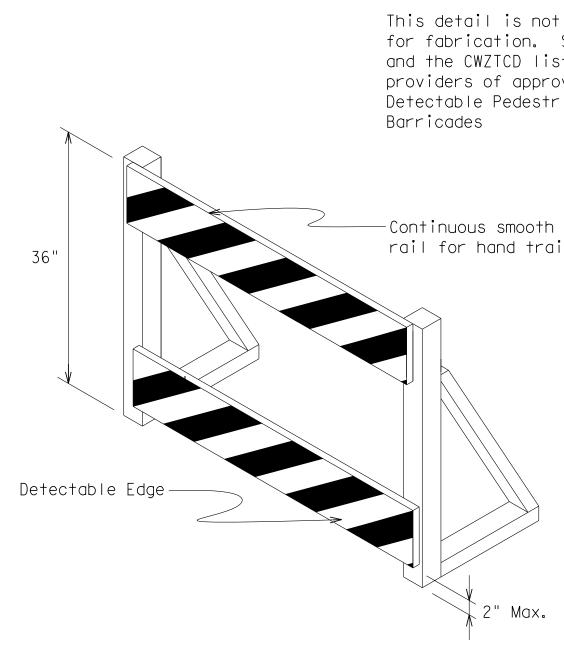


DIRECTION INDICATOR BARRICADE

36"

allowed.

- 1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional
- guidance to drivers is necessary.
- 2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- 3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types
- shall be as per DMS 8300. 4. Double arrows on the Direction Indicator Barricade will not be
- 5. Approved manufacturers are shown on the CWZTCD List.
- Ballast shall be as approved by the manufacturers instructions.

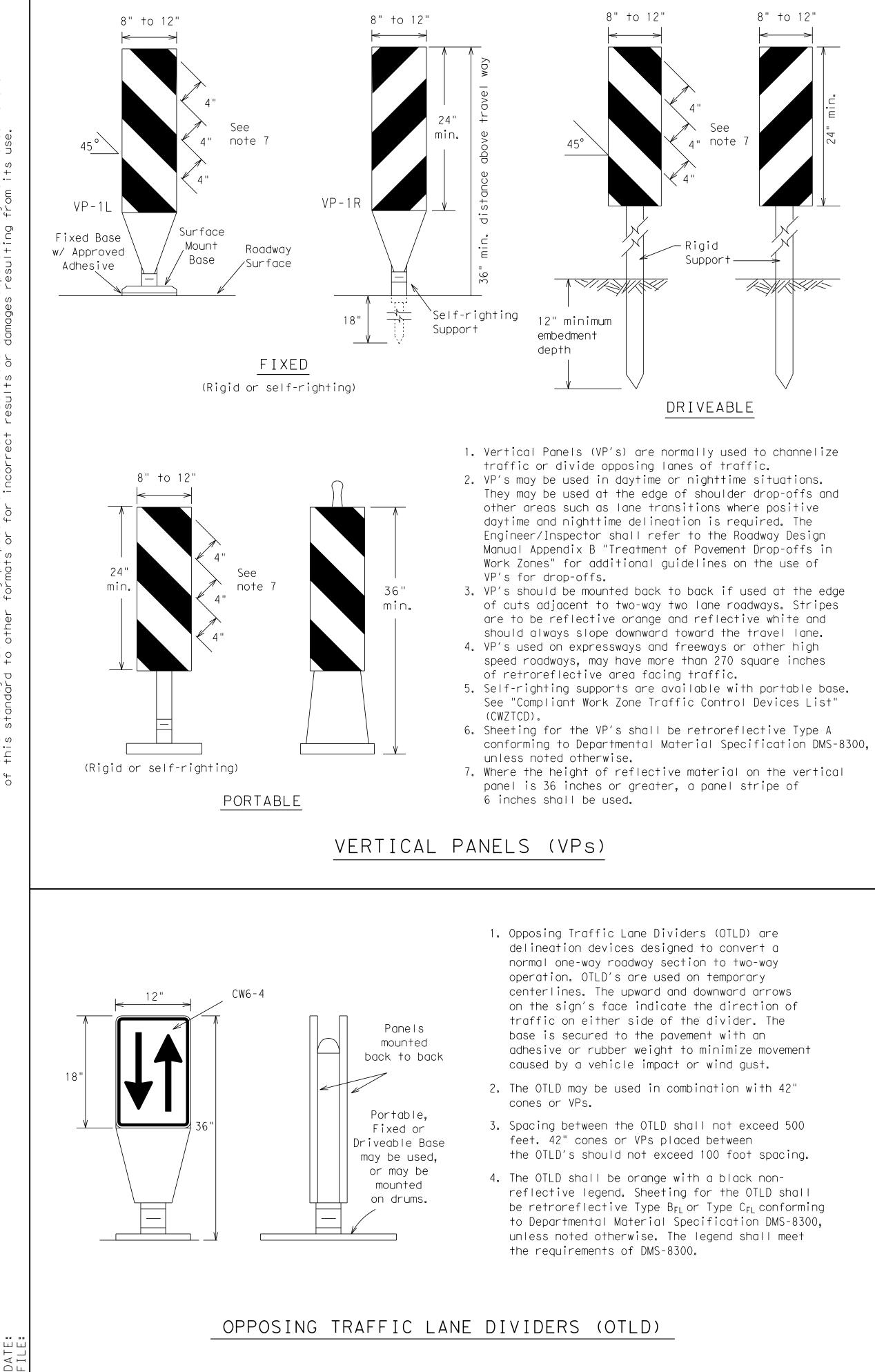


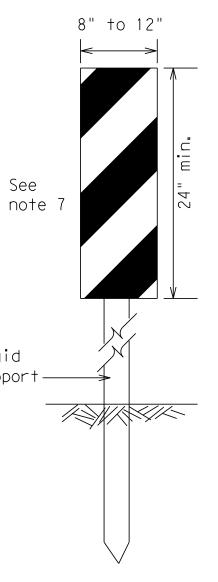
DETECTABLE PEDESTRIAN BARRICADES

- 1. When existing pedestrian facilities are disrupted, cl relocated in a TTC zone, the temporary facilities sho detectable and include accessibility features consist the features present in the existing pedestrian facil
- 2. Where pedestrians with visual disabilities normally u closed sidewalk, a device that is detectable by a per with a visual disability traveling with the aid of a shall be placed across the full width of the closed
- 3. Detectable pedestrian barricades similar to the one above, longitudinal channelizing devices, some concre barriers, and wood or chain link fencing with a conti detectable edging can satisfactorily delineate a pede path.
- 4. Tape, rope, or plastic chain strung between devices detectable, do not comply with the design standards "Americans with Disabilities Act Accessibility Guidel for Buildings and Facilities (ADAAG)" and should not as a control for pedestrian movements.
- 5. Warning lights shall not be attached to detectable pe barricades.
- 6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the rail provides a smooth continuous rail suitable for trailing with no splinters, burrs, or sharp edges.

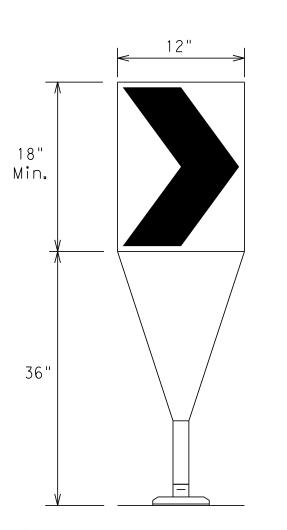
	Image: Non-State of the sign of the si
	Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums
	SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS
t intended	 Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
See note 3 st for oved rian	 Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL}Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
iling	 Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
	 Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
	5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
	 Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
	 Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
	8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.
losed, or all be tent with lity. use the	
rson long cane sidewalk. pictured ete inuous	Traffic Operations Division Standard
estrian are not in the	BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES
lines be used edestrian	BC(8) - 14
top hand	FILE: bc-14.dgn DN: TxDOT CK: TxDOT DW: TxDOT CK:
	4-03 7-13 9-07 8-14

of any version ird is governed by the "Texas Engineering Practice Act". No warranty any purpose whatsoever. TxDOT assumes no responsibility for the con formats or for incorrect results or damages resulting from its use. ISCLAIMER: The use of this standar ind is made by TxDOT for c if this standard to other f $\Box \times 0$





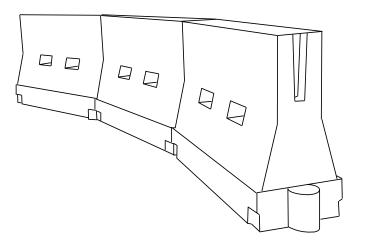




Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

- 1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- 2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- 3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- 4. To be effective, the chevron should be visible for at least 500 feet.
- 5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- 6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- 1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target val connected together. They are not designed to contain or redirect a vehicle on impact.
- 2. LCDs may be used instead of a line of cones or drums.
- 3. LCDs shall be placed in accordance to application and installation requirements specific to the dev used only when shown on the CWZTCD list.
- 4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers. 5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers
- on BC(7) when placed roughly parallel to the travel lanes. 6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective
- sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- 1. Water ballasted systems used as barriers shall not be used solely to channelize road users. but als work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and be 2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retrorefled
- or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with 3. Water ballasted systems used as barriers shall be placed in accordance to application and installat specific to the device, and used only when shown on the CWZTCD list.
- 4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the should be designed to optimize road user operations considering the available geometric conditions. 5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be at as per manufacturer recommendations or flared to a point outside the clear zone.

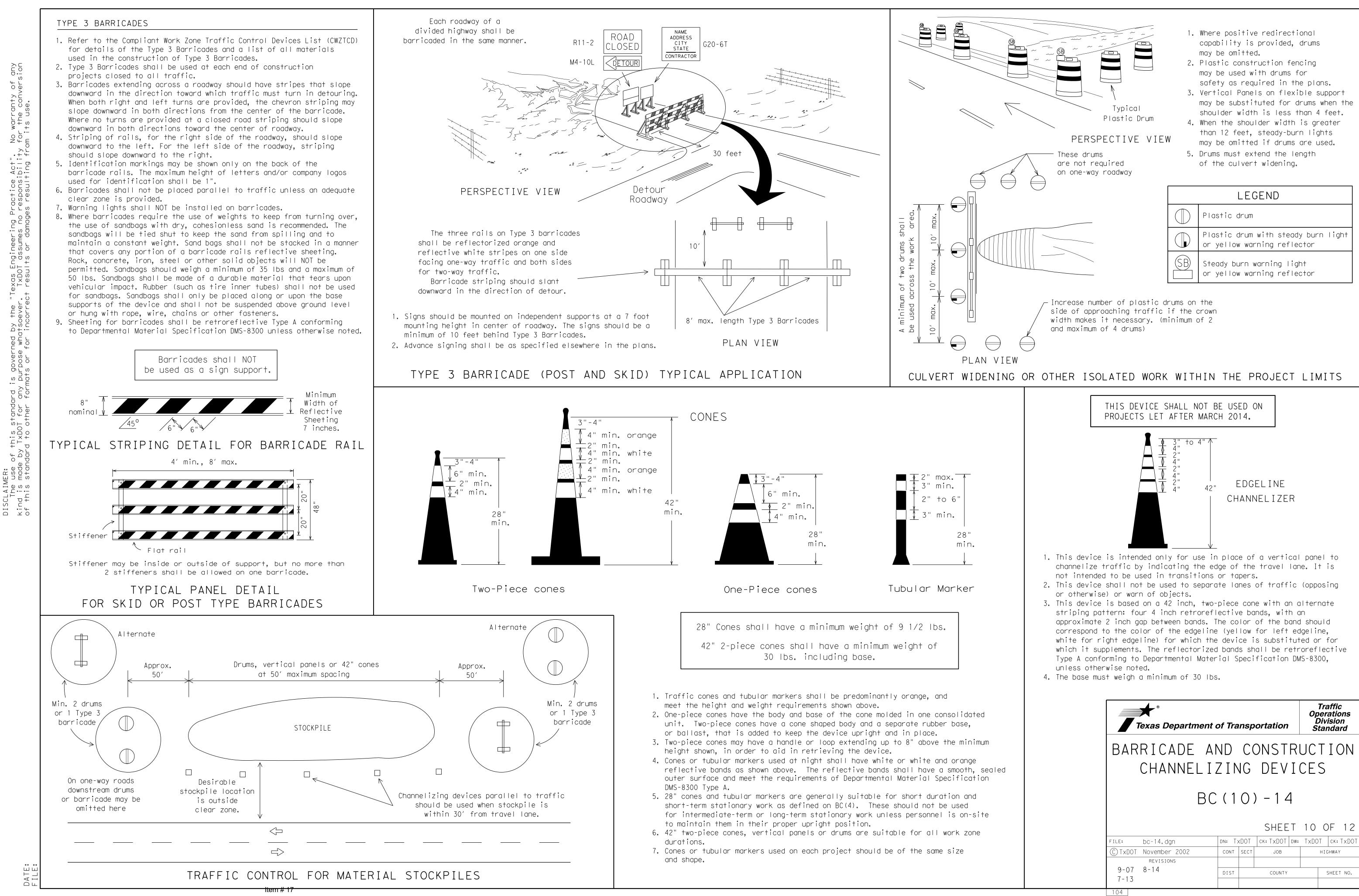
If used to channelize pedestrians, longitudinal channelizing devices or water ballast systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

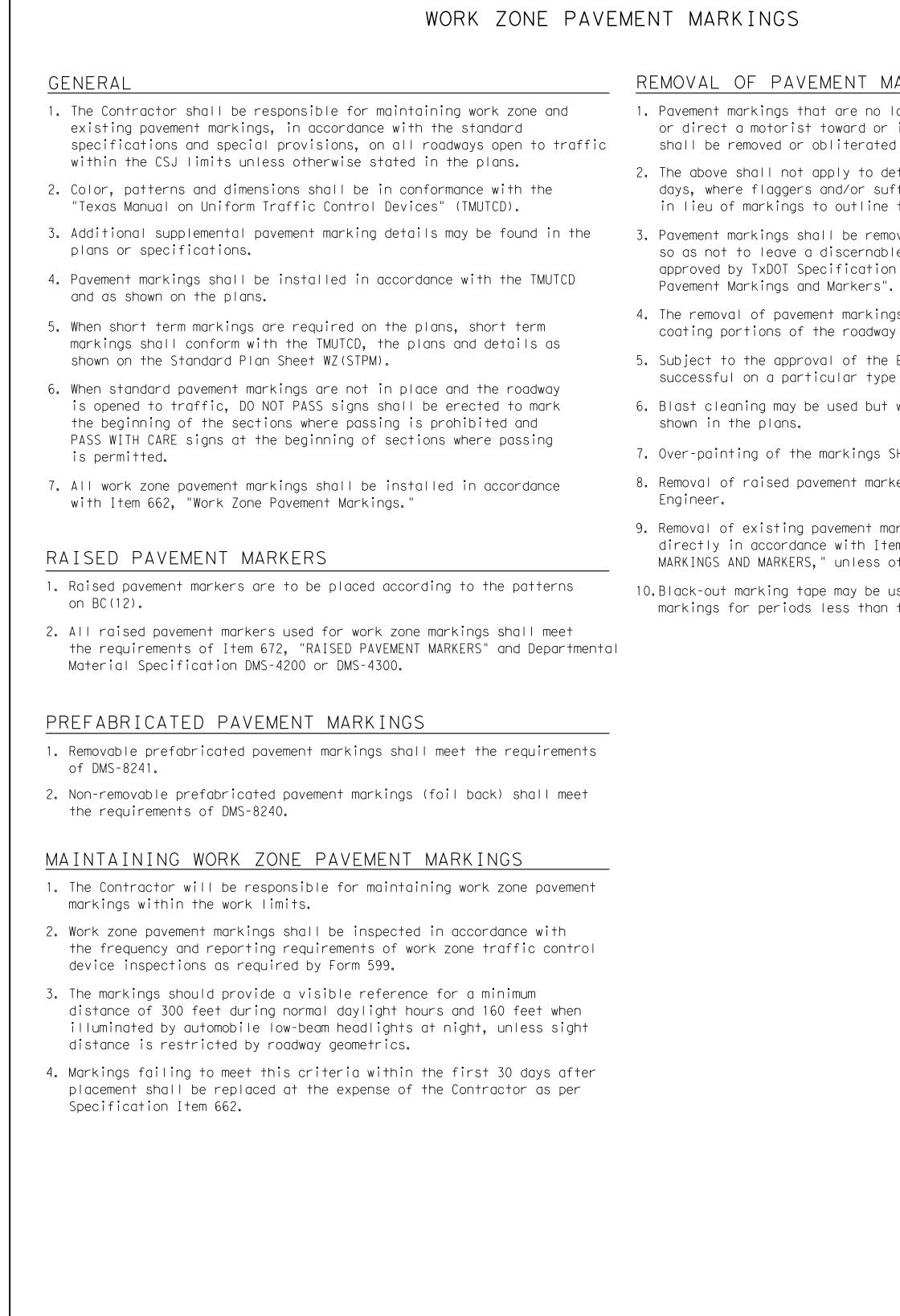
HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

- 1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- 2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- 3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- 4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- 5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- 6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- 7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

	Posted Speed	Formula	Minimum Desirable Taper Lengths X X			Suggested Maximum Spacing of Channelizing Devices	
	*		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
	30	2	150′	165′	180′	30′	60'
	35	$L = \frac{WS^2}{60}$	205′	225′	245′	35′	70′
	40	60	265′	295′	320′	40′	80′
	45		450′	495′	540′	45 <i>′</i>	90′
	50		500′	550′	600′	50′	100′
	55	L=WS	550′	605′	660′	55′	110′
	60		600′	660′	720′	60′	120′
	65		650′	715′	780′	65′	130′
lue and can be	70		700′	770′	840′	70′	140′
	75		750′	825′	900′	75′	150′
vice, and	80		800′	880′	960′	80′	160′
2		CHANN	ELIZ	ZING	DEV	SPACI	AND
so to protect the arrier application. ctive delineation		CHANN	ELIZ	ZING	DEV	ICES	
so to protect the arrier application. ctive delineation n pavement markings. tion requirements d (less than 45 MPH)	MINI	CHANN	ESIF	<u>ZING</u> Rable	DEV E TAI	ICES PER L	AND
so to protect the arrier application. tive delineation pavement markings. tion requirements d (less than 45 MPH) e taper length ttenuated	MINI MINI Tex BARF	CHANN MUM D	ESIF	ING ABLE of Trai	DEV E TAI	ICES PER L	AND ENGTHS Traffic Operations Division Standard
so to protect the arrier application. ctive delineation n pavement markings. tion requirements d (less than 45 MPH) e taper length	MINI MINI Tex BARF	CHANN MUM D	ELIZ	ING ABLE of Trai	DEV E TAI	ICES PER L ation STRU EVIC	AND ENGTHS Traffic Operations Division Standard
so to protect the arrier application. tive delineation pavement markings. tion requirements d (less than 45 MPH) e taper length ttenuated	MINI MINI BARF C	CHANN MUM D	ELIZ	ZING RABLE of Tra ND ZIN	DEV E TAI	ICES PER L Ation STRU EVIC 4 SHEET	AND ENGTHS Division Standard
so to protect the arrier application. tive delineation pavement markings. tion requirements d (less than 45 MPH) e taper length ttenuated	MINI MINI BARF C	CHANN MUM D * * * * * * * * * * * * *	ELIZ ESIF	ZING RABLE Cof Trai ND ZIN C(9	<u>DEV</u> <u>E TAI</u> nsporta CON G D) — 1	ICES PER L Ation STRU EVIC 4 SHEET	AND ENGTHS Division Standard
so to protect the arrier application. tive delineation pavement markings. tion requirements d (less than 45 MPH) e taper length ttenuated	MINI MINI BARF C	CHANN MUM D	ELIZ ESIF	ZING RABLE Cof Trai ND ZIN C(9	DEV E TAI	ICES PER L Ation STRU EVIC 4 SHEET	AND ENGTHS Division Standard
so to protect the arrier application. tive delineation a pavement markings. tion requirements d (less than 45 MPH) taper length tenuated	MINI MINI BARF C	CHANN MUM D MUM D Kas Depa CAD CAD CAD CAD CAD CAD CAD CAD	ELIZ ESIF	ZING RABLE Cof Trai ND ZIN C(9	$\frac{\text{DEV}}{\text{E} \text{TA}}$	ICES PER L Ation STRU EVIC 4 SHEET	AND ENGTHS Division Standard





REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.

2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.

3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing

4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.

5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.

6. Blast cleaning may be used but will not be required unless specifically

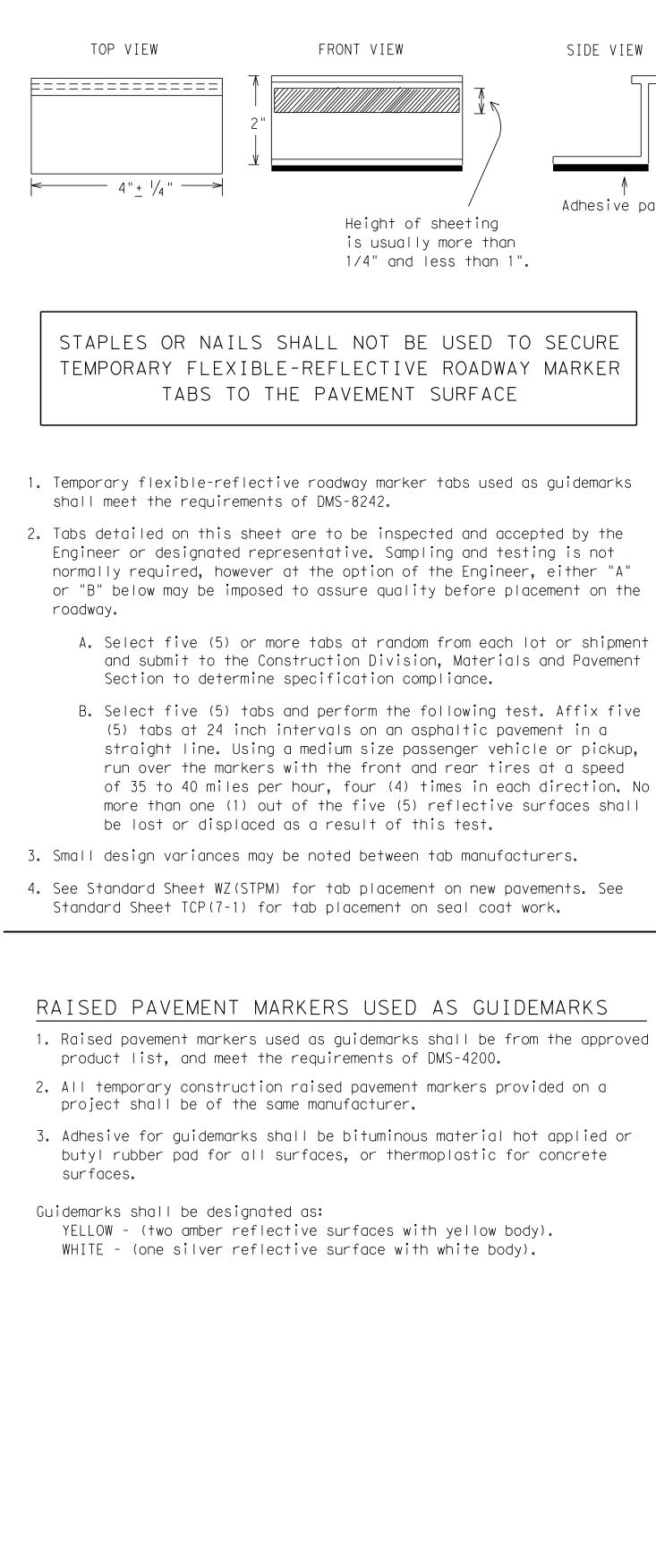
7. Over-painting of the markings SHALL NOT BE permitted.

8. Removal of raised pavement markers shall be as directed by the

9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS, " unless otherwise stated in the plans.

10.Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs

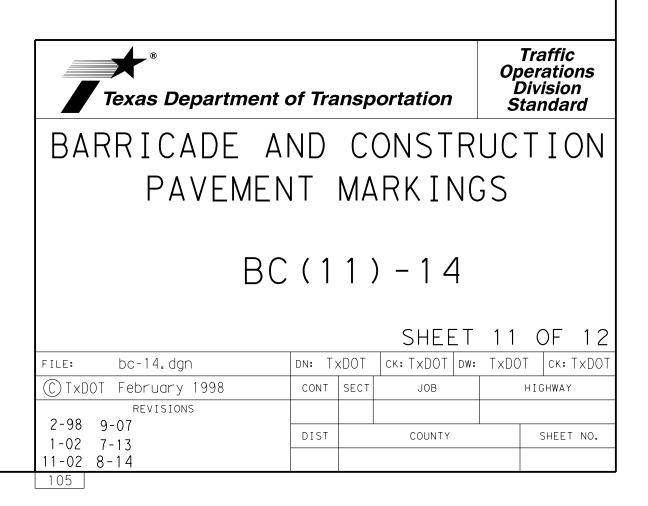


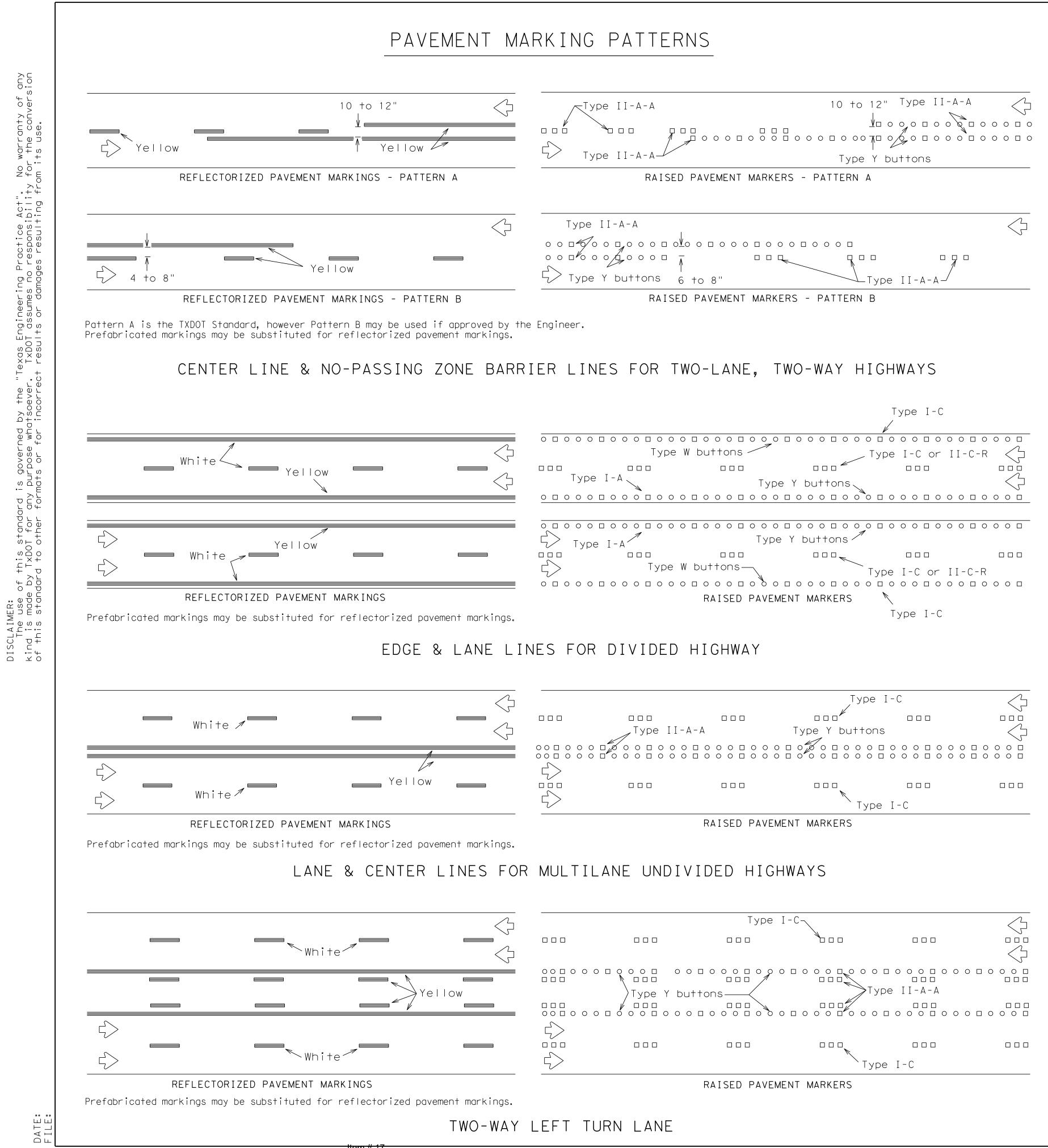
-	VIEW	

Adhesive pad

DEPARTMENTAL MATERIAL SPECIFICATIO	NS
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

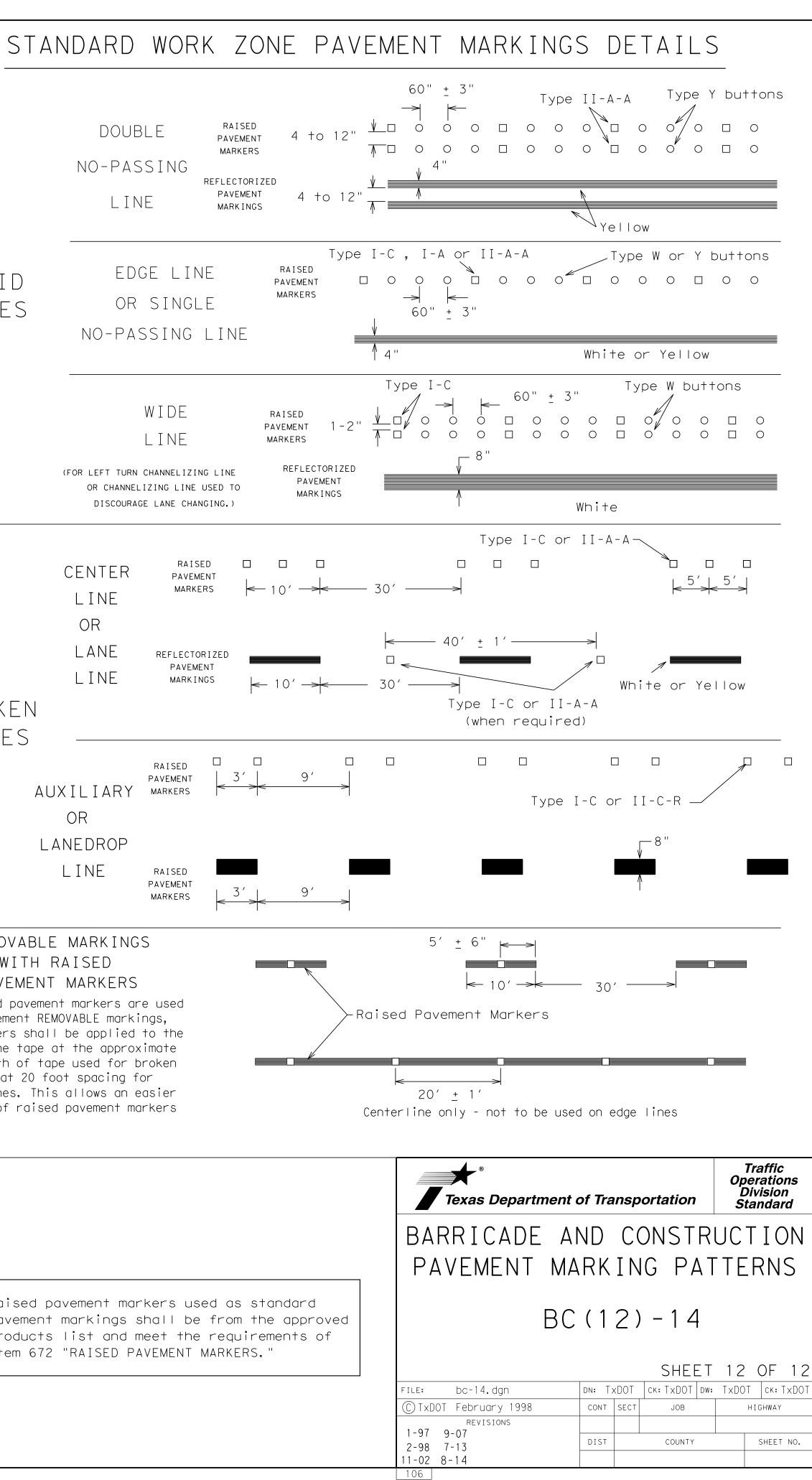


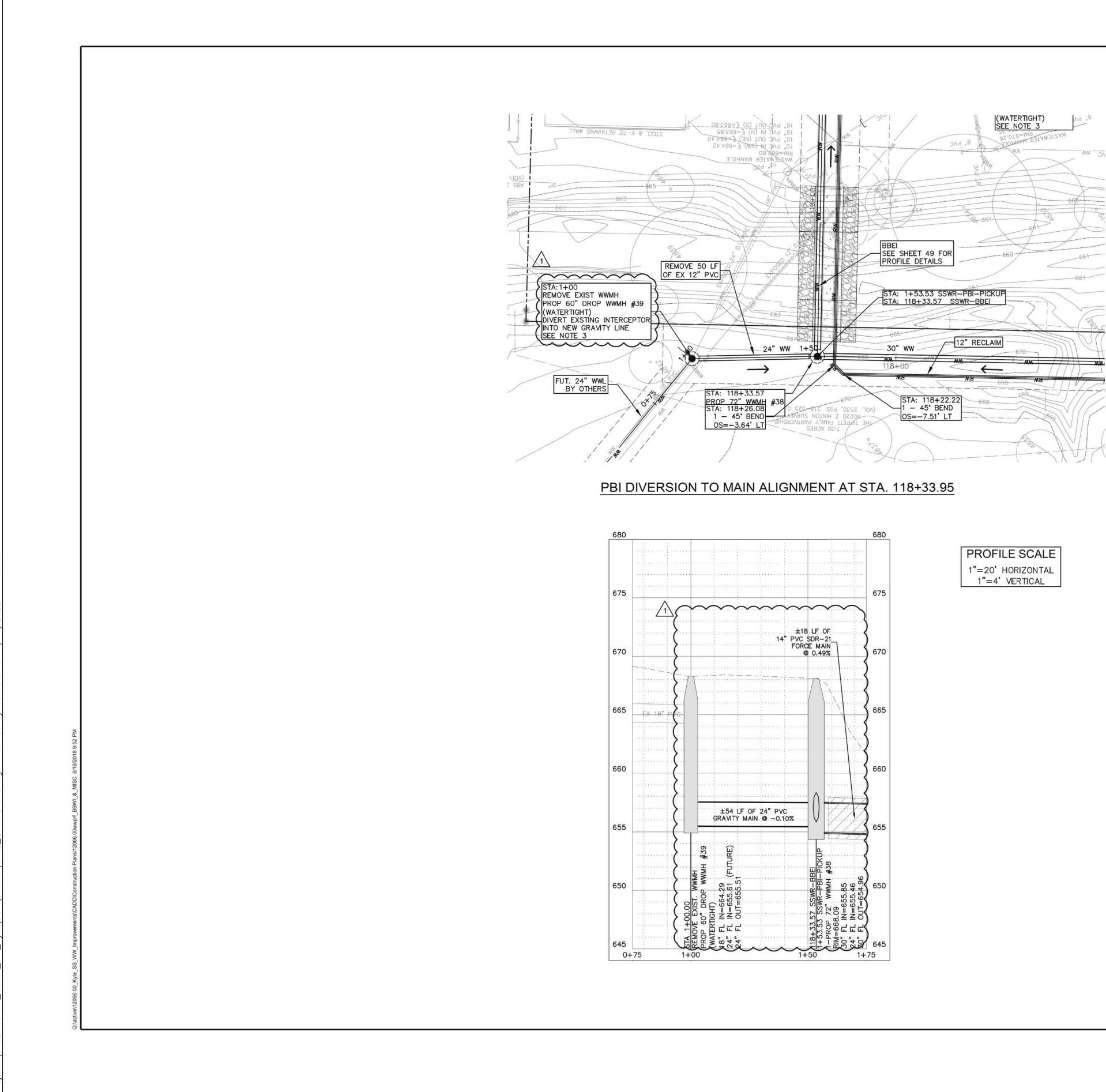


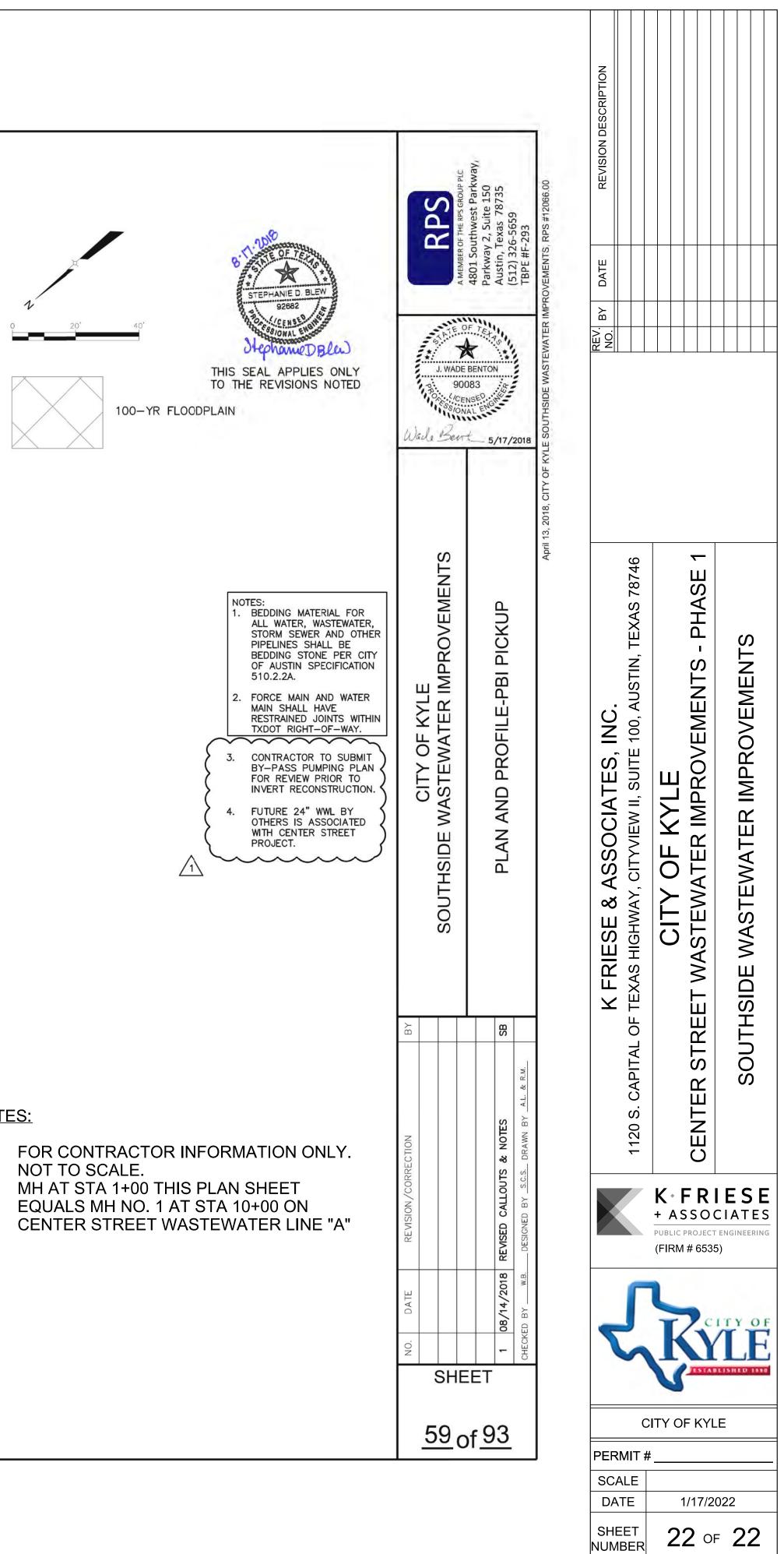
	Type I-0	2~		$\langle \neg \rangle$
				$\langle \rangle$
			$\begin{smallmatrix} \circ & \circ \\ & & & &$	
\	/ buttons		→Type II-A-A	
			Туре I-C	
	RAISED PAVEMEN	T MARKERS		

	Doue	BLE	RA PAVI
	NO-PAS	SSING	MAR
			REFLEC PAVI
	LIN	NE	MAR
SOLID	ED	ge lin	١E
LINES	OR	SINGL	Ē
	NO-PA	SSING	LIN
		WIDE	
		LINE	
		CHANNELIZI LIZING LINE GE LANE CHA	USED T
		RAIS	ED
	CENTER LINE	PAVEM MARKI	
	OR		
	LANE	REFLECTO	DRIZED
	LINE	PAVEM MARKI	
BROKEN			
LINES			
		RAISED	
Αι	JXILIARY	PAVEMENT MARKERS	<
	OR		
L	ANEDROP		
	LINE	RAISED PAVEMENT MARKERS	
			<
	E MARKING	S	
_	RAISED I markers		
If raised paveme			
to supplement RE the markers shal	I be applied	to the	
top of the tape mid length of to	ipe used for t	oroken	
lines or at 20 f solid lines. Thi	s allows an e	easier	
removal of raise and tape.	a pavement ma	orkers	
[
Raisedr	avement mai	rkers us	sed a:

pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."







PROFILE SCALE		
1"=20' HORIZONTAL		
1"=4' VERTICAL		

NOTES:

1.	FOR CONTRACT
	NOT TO SCALE.
2.	MH AT STA 1+00



1120 S. Capital of Texas Highway CityView 2, Suite 100 Austin, Texas 78746 TBPE Firm #6535 P - 512.338.1704 F - 512.338.1784 kfriese.com

June 13, 2022

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

RE: Center Street Wastewater Improvements - Phase 1

Dear Mr. Barba,

Sealed bids were received for the above-referenced project on April 27, 2022 at 2:00 PM, with a total of four (4) bids being received. The project includes approximately 1,160 LF of 21- and 24-inch diameter gravity wastewater main, manholes, and a connection to an existing manhole. The bid form requested that contractors provide bids for two alternate manhole materials: precast concrete (base bid) and polymer concrete (alternate bid).

Below is a listing of the Contractors who bid on the contract and their total bid ordered from lowest to highest based on the **Base Bid (utilizing precast concrete manholes)**:

1.	Green Dream International	-	\$476,894.60
2.	Aken Industries, LLC	-	\$599,759.00
3.	Lowden Excavating, Inc.	-	\$651,437.60
4.	Patin Construction, LLC	-	\$840,611.35

No mathematical errors were found in the bids.

Below is a listing of the Contractors who bid on the contract and their total bid ordered from lowest to highest based on the Alternate Bid (utilizing polymer concrete manholes):

1.	Green Dream International	-	\$457,134.60
2.	Aken Industries, LLC	-	\$660,759.00
3.	Patin Construction, LLC	-	\$858,379.35
4.	Lowden Excavating, Inc.	-	Non-Responsive

No mathematical errors were found in the bids. Lowden Excavating, Inc. did not provide a bid price for the alternate bid item, and therefore is considered non-responsive for the Alternate Bid.

After review of the Base and Alternate bids, and per consultation with City of Kyle Staff, the Alternate Bid utilizing polymer concrete manholes has been selected to be the form of the project based on best value to the City. Therefore, the low bidder is Green Dream International at \$457,134.60. However, Green Dream International withdrew their bid proposal on May 31, 2022.

KFA has reviewed the qualifications of the 2nd low bidder, Aken Industries, LLC, and we have found them to have recent utility and pipeline experience. Aken Industries, LLC also has recent experience with the City of Kyle and have received positive reviews for the other projects that they have performed. Therefore, it is KFA's recommendation that the City of Kyle proceed with award of this construction contract to Aken Industries, LLC for their polymer concrete manhole base bid amount of \$660,759.00.

Mr. Leon Barba, P.E. June 13, 2022 Page 2 of 2

Should you have any questions, please feel free to contact me.

Sincerely,

Greg Blackburn, P.E. Project Manager

Attachments



6/13/2022



CITY OF KYLE, TEXAS

Brick and Mortar Phase 1B - Site Plan (SD-22-0136) Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation:	Approve Brick and Mortar Phase 1B - Site Plan (SD-22-0136) 8.72 acres; 2 lots located at the intersection of Benner and Jack Ryan. ~ <i>Amber Lewis, Assistant City Manager</i>
	Planning and Zoning Commission voted 5-0 to recommend approval.
Other Information:	See attached.
Legal Notes:	N/A
Budget Information:	N/A

ATTACHMENTS:

Description

- Staff Memo
- Site Plan and Landscape Plan
- Landowner Authorization Form
- D Deed
- D Deed
- D Franchise Tax Status Form
- D Franchise Tax Status Form



CITY OF KYLE

Community Development Department



MEMORANDUM

- TO: Mayor & City Council
- FROM: Kaela Sharp City Planner
- DATE: Tuesday, June 21, 2022
- SUBJECT: Brick & Mortar District Phase 1B Site Development (SD-22-0136)

REQUEST

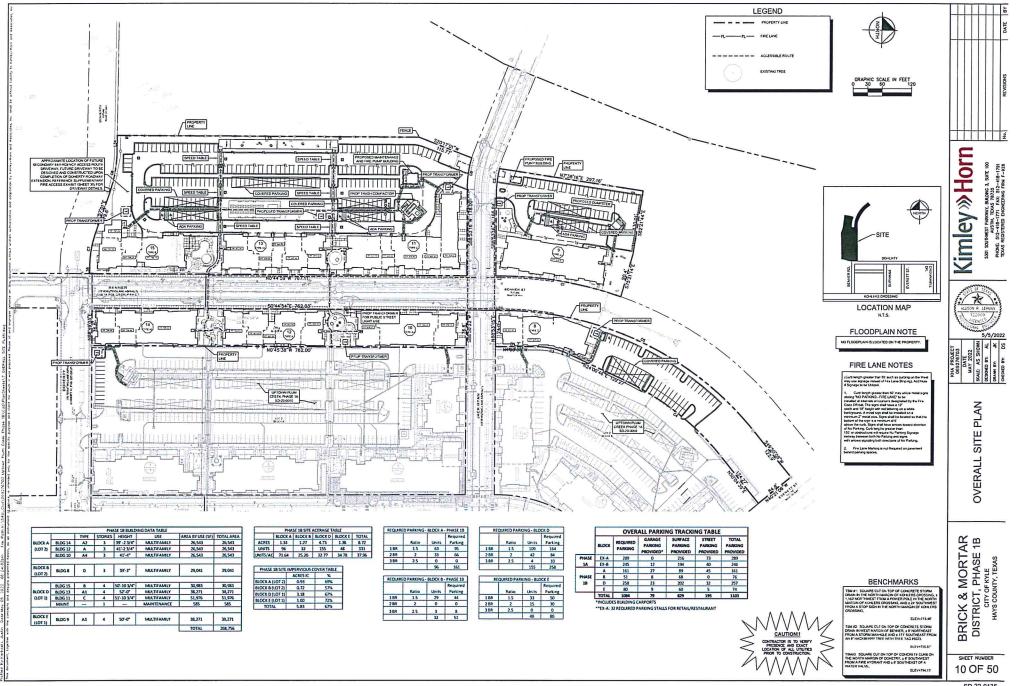
On behalf of the owner (Mountain Plum LTD), the applicant has submitted a request to develop approximately 8.72 acres zoned PC MXD and PC R-3, as a second phase to the "Uptown at Plum Creek" multifamily project. The site is zoned appropriately for the proposed development and will consist of 331 multi-family units with urban style architecture (when approved via site plan and building permits). The buildings will be a mix of 3 and 4 stories.

The site will comprise of 4 development lots. The associated public improvements require a portion of the streets to be constructed (Benner & Jack Ryan), which will connect the Brick & Mortar District to the Lennar neighborhood to the west.

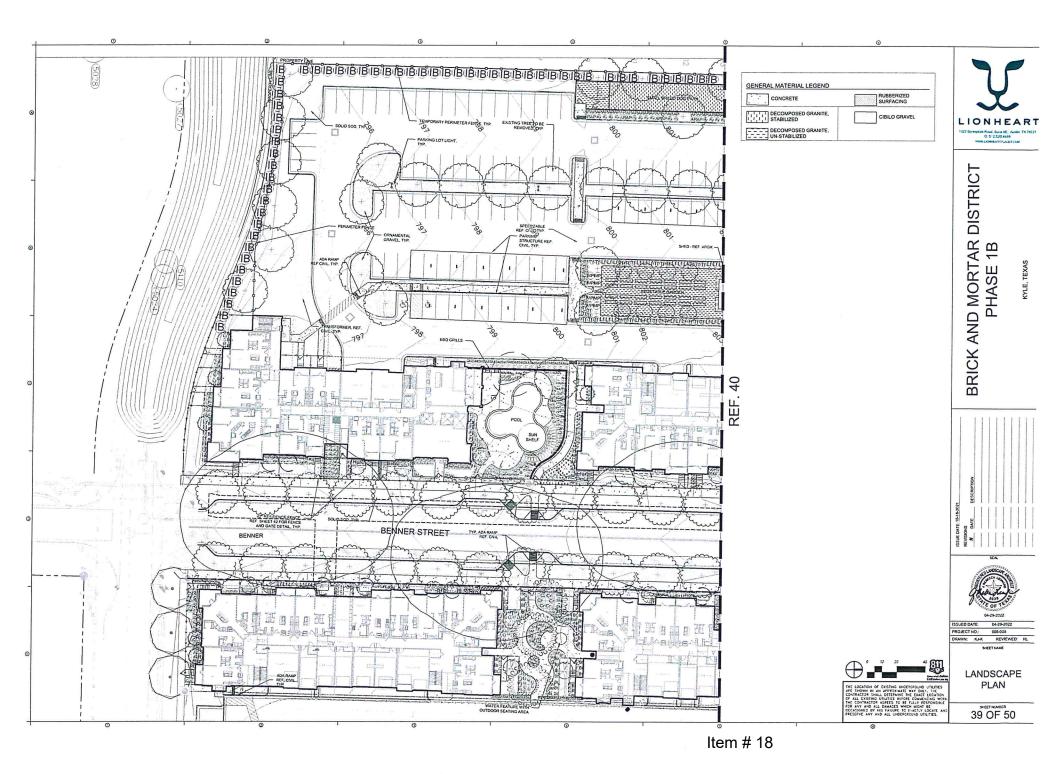
RECOMMENDATION

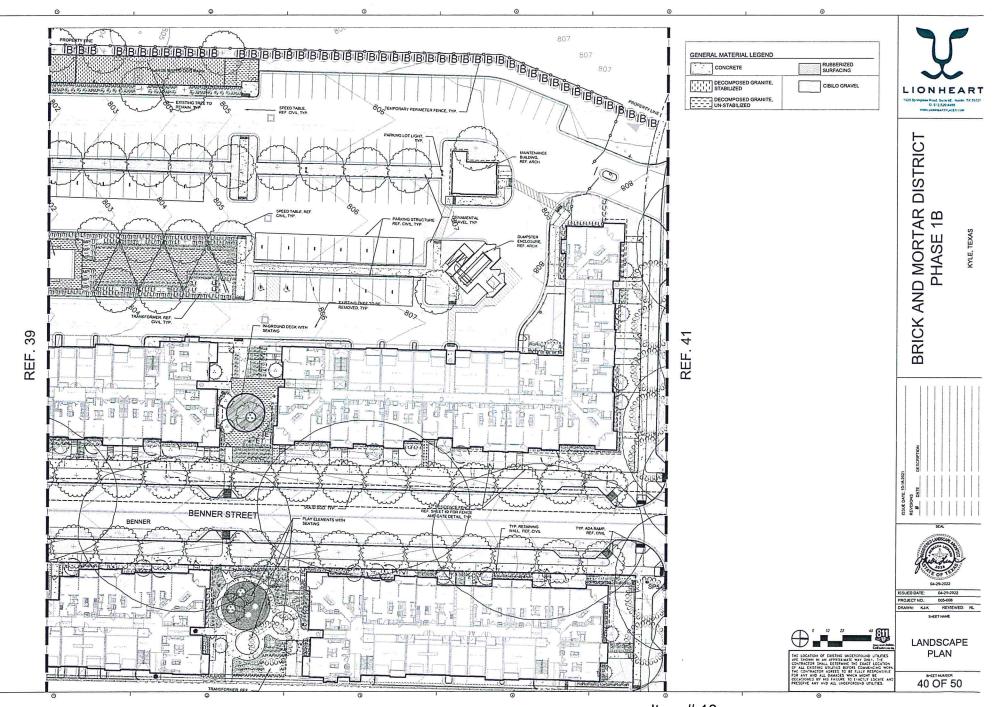
City staff has reviewed the site development permit and has found it compliant. Staff asks the Mayor & Council to approve the plat as presented.

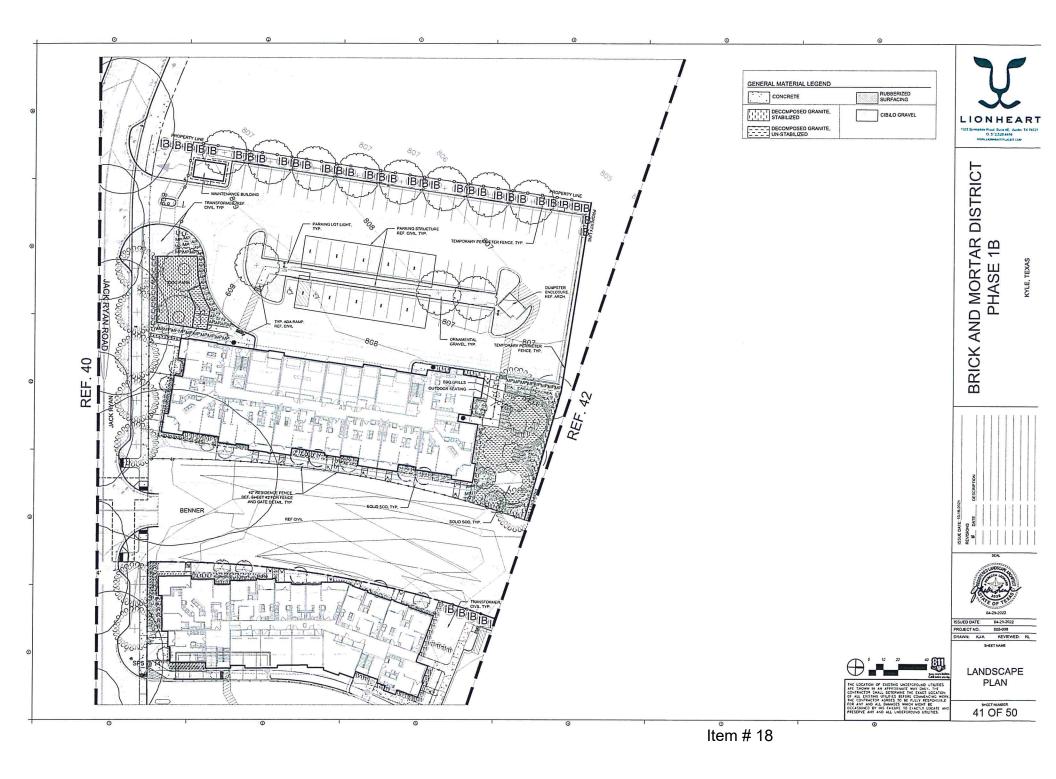
On June 14, 2022 the Planning and Zoning Commission voted 5-0 to recommend approval of the request.

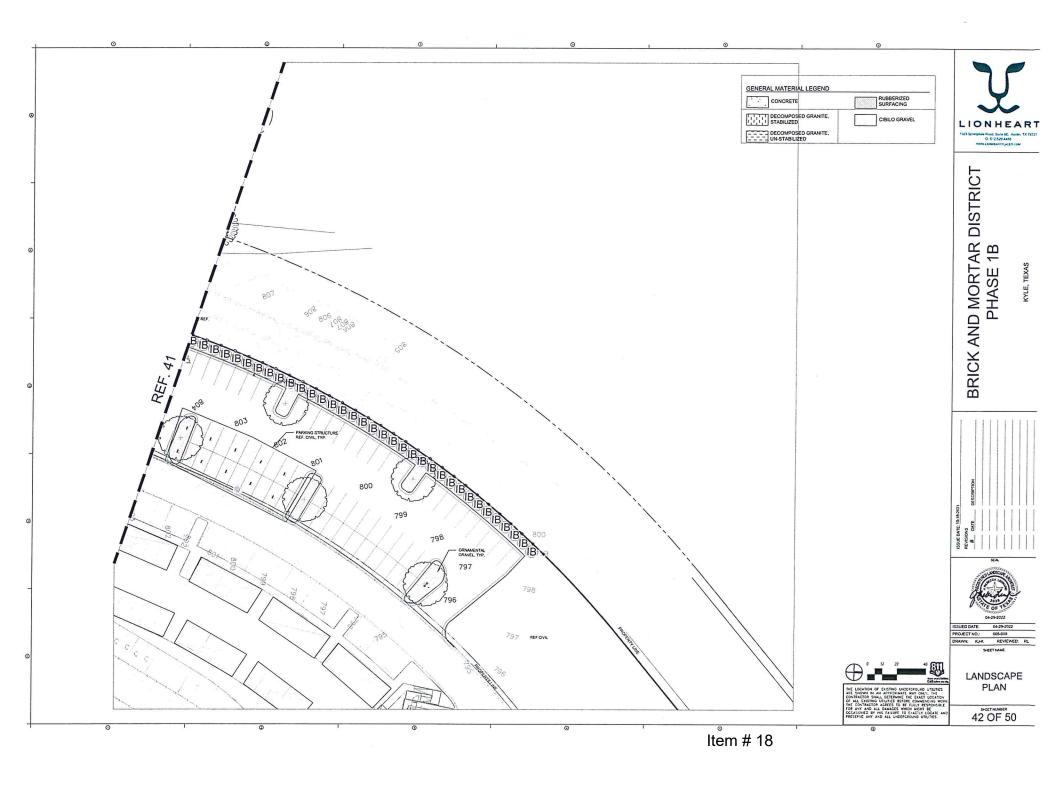


SD-22-0136









TREE SCHEDULE

TREES

+

(.)

0

0

0

0

0

5026

5047

5049

5054

5056

5058

5064

5066

0

TREE TABLE TREE NUMBER DESCRIPTION

5025 10" HACKBERRY REMOVED

5044 8" MESQUITE REMOVED

5045 14" MESQUITE REMOVED 5046 16" MESQUITE REMOVED

5052 12" MESQUITE REMOVED 5053 15" MESQUITE REMOVED

15" MESQUITE REMOVED 5048 10" MESQUITE REMOVED

10" HACKBERRY REMOVED 5050 11" MESQUITE REMOVED 5051 21" MESQUITE REMOVED

13" MESQUITE REMOVED 5055 22" MESQUITE REMOVED

16" MESQUITE REMOVED 5057 14" MESQUITE REMOVED

8" MESQUITE REMOVED 5059 12" MESQUITE REMOVED 5060 11" MESQUITE REMOVED 5052 23" MESOUITE REMOVED 5053 13" MESQUITE REMOVED

13" MESQUITE REMOVED

9" MESQUITE REMOVED 5057 11" MESQUITE REMOVED
 5069
 34" MESQUITE
 REMOVED

 5077
 11" HACKBERRY
 REMOVED

 6768
 16" MESQUITE
 REMOVED

5065 19" MESQUITE REMOVED

9" MESQUITE REMOVED

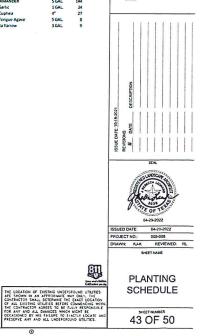
REMOVED

SCHEDUL	.E				
ES	CODE	BOTANICAL / COMMON NAME	CAL	CONT	QTY
3	PM	PLATANUS MEXICANA / MEXICAN SYCAMORE	3" CAL. MIN.	B&B / CONT.	50
(\cdot)	QA	QUERCUS ALBA / WHITE OAK	4" CAL. MIN.	B&B / CONT.	3
S' Eaucour	QM	QUERCUS POLYMORPHA 'MONTEREY' / MONTEREY OAK	4" CAL. MIN.	B&B / CONT.	21
	QT	QUERCUS TEXANA / TEXAS RED OAK	3" CAL. MIN.	B&B / CONT.	64
	QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	3" CAL. MIN.	B&B / CONT.	5
S	РМ	PRUNUS MEXICANA / MEXICAN PLUM	2" CAL. MIN.	B&B / CONT.	38
)	СМ	CERCIS MEXICANA / MEXICAN REDBUD	2" CAL. MIN.	B&B / CONT.	29
2 2 2	сх	CERCIDIUM X 'DESERT MUSEUM' / THORNLESS PALO VERD	E 2" CAL. MIN.	B&B / CONT.	6
}	ID	ILEX DECIDUA / POSSUMHAW HOLLY	2" CAL. MIN.	B&B / CONT.	20
(\cdot, \cdot)	хс	XYLOSMA CONGESTUM / XYLOSMA	2" CAL. MIN.	B&B / CONT.	3

Code	Botanical	Common	Size	Quantity
A	Liriope muscari	Artec Grass	2 GAL	Quantity 296
Ac	Asoidistra elation	Cast trop Plant	2 GAL	90
AP	ARTEMISIA X POWIS CASTLE	POWS CASTLE ARTEMISIA	3 GAL	
	BOUTELOUA GRACILIS 'ELONDE AMBITION'	BLONDE AMBITION BLUE GRAMA	3 GAL	
RA	BERBERIS THUNBERGI	REDUCAT BARBERRY	SGAL	
ST	Bambusa textilis	Weavers Bamboo	SGAL	
c	Cares praticola	Meadow Sedae	ZGAL	
Cd	Carex divulsa	BerekeleySedee	2 GAL	43
Co	Caesalpinia pulcherrima	Red Bird of Paradise	SGAL	13
Cr .	Cycas revoluta	Sago Palin	SGAL	
Db	DIETES BICOLOR	BICOLOR IRIS	3 GAL	
ET	Evsenhardtia texana	Kidneywood	SGAL	2
F	Agave attenuata	Blue Fantastic	SGAL	3
Fi	FATSIA JAPONICA	JAPANESE AREUA	SGAL	37
Fm	Tetraneuris scaposa	Four Nerve Daisy	3 GAL	22
	Graptopetalum paraguayense	Ghost Plant	ZGAL	17
G	A. attenuata x A. ocahui	Blue Glow	SGAL	5
GL	GAURA UNDHEIMERI	WHITE GAURA	2 GAL	61
н	Hakonechioa	Japanese Forest Grass	2 GAL	75
Ho	HAMELIA PATENS	FIREBUSH	SGAL	19
b	Ilex cornuta 'Dwarf Burfford'	Dwarf Bufford Holly	3 GAL	33
8	Ilex cornuta 'Burfordii'	Bufford Holly	10 GAL	178
V	lles vomitoria 'Nana'	Dwarf Yaupon Holly	SGAL	16
Jb	Justicia brandegeeana	Shrimp Plant	SGAL	34
1	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE TRELLIS	3 GAL	68
ĸ	Anigozanthos	Kangaroo Paw	3 GAL	58
L	LANTANA CAMARA 'RADIATION'	ORANGE LANTANA	ZGAL.	7
u	LEONOTIS LEONURUS	LION'S TAIL	3 GAL	13
LF	LEUCOPHYLLUM FRUTESCENS	TEXAS SAGE ' GREEN CLOUD'	SGAL	163
IT	LIGULARIA TUSSILAGINEA 'GIGANTEA'	GIANT LEOPARD PLANT	3 GAL	150
MA	MALVAVISCUS ARBOREUS VAR. DRUMMOND	I DWARF TURK'S CAP	SGAL	18
MP	Myrica cerifera var. pumila	Dwarf Wax Myrtle	3 GAL	43
1.6.	Pachycereus marginatus	Mexican Fencepost Cactus	3 GAL	35
Nt	NASSELLA TENUISSIMA	MEXICAN FEATHERGRASS	3 GAL	197
0	Ophiopogon japonicus	Mondo Grass	*	168
De	Opuntia etfisiana	Spineless Prickly Pear	3 GAL	39
2	Phlomis fruticosa	Sinai Jerusalem Sage	3 GAL	157
2	Uppia graveolens	Mexican Oregano	3 GAL	21
Px	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	SGAL	50
RE	RUSSELIA EQUISETIFORMIS	FIRECRACKER FERN	3 GAL	123
2	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	SGAL	26
10	Rosmarinus officinalis Upright'	Upright Rosemary	3 GAL	77
Ry.	HESPERALOE PARVIFLORA	RED YUCCA	SGAL	80
	Tradescantia pallida	Purple Heart	4"	12
u.	SALVIA LEUCANTHA	MEXICAN BUSH SAGE	SGAL	9
M	SABAL MINOR	DWARF PALMETTO	SGAL	57
0	Scutellaria ovata Hill	Heartleaf Skullcap	2 GAL	57
12	Salvia farinacea	Mealy Blue Sage	2 GAL	298
	Dasylirion texanum	Texas Sotol	5 GAL	11
F	TEUCRIUM FRUTICANS	BUSH GERMANDER	SGAL	144
le.	Tulbaghia violacea	Society Garlic	1 GAL	34
	Cuphea Ilavea	Batface Cuphea	4"	27
N	Agave ovatifolia	Whales Tongue Agave	5 GAL	3
	Achillea terracotta	Terracotta Yarrow	3 GAL	9



DISTRICT BRICK AND MORTAR PHASE 1B



0

0

KYLE, TEXAS

LANDOWNER AUTHORIZATIONAND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION	LOT 1 BLOCK "D" AND LOT 1, BLOCK "E" OF PLUM CREEK UPTOWN
Subdivision Name, Block, Lot, or legal description if not s	PHASE 1B SUBDIVISION; LOT 2, BLOCK "A" AND LOT 2, BLOCK "B" ubdivided: OF PLUM CREEK UPTOWN PHASE 1A SUBDIVISION
# of lots (if subdivided): # of acres:8	.72
Site APN/Property ID #(s): _R11209, R172966, R172964	
Location: <u>NWC & NEC OF BENNER & DOHERTY</u> County: <u>HAYS</u>	
Development Name: BRICK & MORTAR DISTRICT PHASE 1B	
OWNER	TERRY REPRESENTS

Company/Applicant Name: MG-CARDINAL UPTOWN AT PLUM CREEK, LLC + MOUNTAIN PLUM (BOTH LANDON NEWS)
Authorized Company Representative (if company is owner): TERPY MITCHEN
Type of Company and State of Formation:
Title of Authorized Company Representative (if company is owner): MANAGER ·
Applicant Address: 1711 E CESAL CHIVEZ SVITE B AUSTIN TX 78702
Applicant Fax:
Applicant Phone: 512 924 8066
Applicant/Authorized Company Representative Email: + Mitchell @ momarkdeve opment. com

APPLICANT REPRESENTATIVE

Check one of the following:

_____. I will represent the application myself; or

X I hereby designate ALLISON LEHMAN (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the "City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

Owner's Signature:	Some	Date: 1.19.2022
State of TEXAS	ş	
County of TRAMS	9 §	

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



SUBSCRIBED AND SWORN TO before me, this the 19th day of January 2027 Notary Public's Signature 19-11-22 My Commission Expires

Representative Name:	ALLISON LEHMAN, PE		
Representative Address:	5301 SOUTHWEST PARKWAY, BUILDING 3, SUIT	E 100, Al	JSTIN, TX 78735
Representative Phone:	(512) 271-6327		
Representative Email:	Allison.Lehman@kimley-hern.com		
Representative's Signatur		Date:	1/18/2022

Doc Bk Vol Pg 03027104 OPR 2297 139

DEED WITHOUT WARRANTY

THE STATE OF TEXAS	2	
	S	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	S	

THAT THE UNDERSIGNED, William Negley, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased and William Negley, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records (collectively, "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by Mountain Plum, Ltd., a Texas limited partnership ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, subject to the matters set forth herein, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Hays County, Texas ("Land"), being more particularly described by metes and bounds in **Exhibit A** attached hereto and made part hereof for all purposes, together with any and all other right, title and interest of Grantor in and to the Land, and all of Grantor's right, title and interest in and to all improvements and fixtures located on the Land and all and singular the rights and appurtenances thereto including, but not limited to, strips and gores between the Land and abutting properties and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to Land (all of which is collectively referred to herein as the "Property").

This conveyance is expressly made and accepted subject to any and all conditions, restrictions, easements, liens, encumbrances, and all other matters of record that affect the Property.

Ad valorem taxes and special assessments, if any, against the Property for the year 2003 have been prorated between Grantor and Grantee as of the date of this Deed Without Warranty and Grantee hereby expressly assumes and agrees to pay the same.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

[Signature Page to Follow]

1

064485.0001 SAN ANTONIO 334798 v1

Doc Bk Vol Pg 03027104 OPR 2297 140

IN WITNESS WHEREOF, this instrument is executed this $\frac{191}{1000}$ day of August, 2003.

GRANTOR:

WILLIAM NEGLEY, as Life Tenant

with Power of Sale under the Will of Laura Burleson Negley, deceased

WILLIAM NEGLEY, as Life Tenant

with Power of Sale pursuant to Deed recorded under Volume 270, Page 350, Hays County Deed Records

§ STATE OF TEXAS ş COUNTY OF BEXAR S

This instrument was acknowledged before me this $\sqrt{q+\gamma}$ day of August, 2003, by William Negley, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased.



Δc State Notary Public of Teylas

STATE OF TEXAS COUNTY OF BEXAR

This instrument was acknowledged before me this 1944 day of August, 2003, by William Negley, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records.

\$ \$ \$ \$ \$

USAN S. PASCHALL Notary Public State of Texas **Commission** Expir February 10, 2005 064485.0001 SAN ANTONIO 334798 vI

State Notary\Public the Texas

Doc Bk Vol Pg 03027104 OPR 2297 141

AFTER RECORDING, PLEASE RETURN TO:

Akin, Gump, Strauss, Hauer & Feld, L.L.P. 300 Convent Street, Suite 1500 San Antonio, Texas 78205 Attn: Ami E. Gordon

064485.0001 SAN ANTONIO 334798 v1

METES AND BOUNDS DESCRIPTION

1170.2 ACRES OF LAND, ALL IN HAYS COUNTY, TEXAS, COMMONLY KNOWN AS THE NEGLEY RANCH, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING DESCRIBED IN TRACTS 2, 4, AND 5 INCLUSIVE AS FOLLOWS:

TRACT 2

983.99 ACRES OF LAND OUT OF THE M. M. MCCARVER LEAGUE NO. 4 IN HAYS COUNTY, TEXAS , BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

> 51.1 ACRES RECORDED IN VOLUME 119, PAGE 517 51.2 ACRES RECORDED IN VOLUME 117, PAGE 288 51.3 ACRES RECORDED IN VOLUME 117, PAGE 288 51.2 ACRES RECORDED IN VOLUME 124, PAGE 447 51.3 ACRES RECORDED IN VOLUME 123, PAGE 545

AND BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO NEGLEY AS FOLLOWS:

211 ACRES RECORDED IN VOLUME 116, PAGE 209 100 ACRES RECORDED IN VOLUME 116, PAGE 209 331 ACRES RECORDED IN VOLUME 117, PAGE 288 28 ACRES RECORDED IN VOLUME 125, PAGE 69 38.7 ACRES RECORDED IN VOLUME 127, PAGE 139 25.9 ACRES RECORDED IN VOLUME 124, PAGE 477 11 ACRES RECORDED IN VOLUME 127, PAGE 139

201.14 ACRES RECORDED IN VOLUME 185, PAGE 402 ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 983.99 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" rebar set at the northwest intersection of County Road No. 171 and the Missouri-Pacific Railroad for the southeast corner and POINT OF BEGINNING hereof, from which Point Of Beginning the southwest corner of the herein described Tract 1 bears N 89° 55' 35" E 206.51 feet

THENCE, with the north R.O.W. line of County Road No. 171 (average 42' fenced R.O.W.) the south line of said 100 acre Negley tract and the south line of said 331 acre Negley tract as found fenced and used upon the ground the following 4 calls:

> S 89° 25' 16" W passing at 2.45 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 251 of the Hays County Deed Records and continuing on the same course for a total distance of 3643.95 feet to a 60D nail set in fence post for an angle point hereof . •

METES AND BOUNDS DESCRIPTION CONT. PAGE 2

S 88° 14' 14" W 1299.23 feet to a 1/2" rebar set for an angle point hereof

S 87° 47' 15" W 819.56 feet to a 1/2' rebar set for an angle point hereof

S 87° 08' 30" W 1241.83 feet to a concrete highway monument found at the intersection of the north R.O.W. line of County Road No. 171 and the east R.O.W. line of R.M. Hwy. No. 2770 for the southwest corner hereof

THENCE, with the east R.O.W. line of R.M. Hwy. 2770 (100' R.O.W.) the following 13 calls:

N 35° 59' 15" W 125.51 feet to a concrete highway monument found at a point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 45' 23", whose radius is 1859.86 feet, whose arc length is 154.40 feet and whose long chord bears N 13° 58' 00" E 154.35 feet to a concrete highway monument found at the end of said curve

N 16° 15' 03" E 617.68 to a concrete highway monument found at the point of curvature of a curve to the left

Along said curve to the left whose central angle is 05° 49' 10", whose radius is 2914.79 feet whose arc length is 296.05 feet and whose long chord bears N 13° 22' 28" E 295.93 feet to a concrete highway monument found at the end of said curve

N 10° 26' 02" E 1260.09 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 02° 41; 05", whose radius is 5680.59 feet, whose arc

METES AND BOUNDS DESCRIPTION CONT. PAGE 3

length is 266.12 feet and whose long chord bears N 11° 46' 57" E 266.10 feet to a concrete highway monument found at the end of said curve

N 13° 07' 35" E 554.80 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 06° 47' 29", whose radius is 2814.79 feet, whose arc length is 333.65 feet, and whose long chord bears N 16° 29' 50" E 333.45 feet to a concrete highway monument found at the end of said curve

N 19° 54' 45" E 1612.78 feet to a concrete highway monument found at the point of curvature of a curve to the left

Along said curve to the left whose central angle is 02° 16' 57", whose radius is 5779.58 feet, whose arc length is 230.24 feet, and whose long chord bears N 18° 44' 45" E 230.22 feet to a concrete highway monument found at the end of said curve

N 17° 37' 49" E passing at 256 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company), passing at 699.22 feet and 3.28 feet left a State Highway Department Satellite Station marker # S 1060165, whose grid azimuth to the "Lone Man Microwave Tower" visible on the horizon to the west, northwest is 100° 00' 14" (bearing basis used for this survey), and continuing on the same course of N 17° 37' 49" E for a total distance of 1341.81 feet to a concrete highway monument found at engineers centerline station 199+53.99 and being the point of curvature of a curve to the right

Along said curve to the right whose central angle is 24° 37' 05", whose radius is 1095.92 feet, whose arc length is 470.88 feet, and whose long chord bears N 29° 55' 08" E 467.26 feet to a concrete highway monument found at the end of said curve

N 42° 12' 35" E 285.38 feet to a 1/2" rebar set in in the occupied north line of said 201.14 acre Negley tract beng the occupied south line of that certain 348 acre tract of land known as Lot 2 by deed of partition of record in Volume 34, Page 313 of the Hays County Deed Records, said Lot 2 as conveyed to R. C. Barton of record in Volume 178, Page 282 of the Hays County Deed Records for the northwest corner hereof from which point a concrete highway monument found bears N 42° 12' 35" E 813.10 feet

METES AND BOUNDS DESCRIPTION CONT. PAGE 4

THENCE, with the north line of said 201.14 acre Negley tract and the south line of said 348 acre R. C. Barton tract as found fenced and used upon the ground the following 2 calls:

N 88° 40' 14" E 1197.12 feet to a 2" iron pipe found at a fence corner

S 01° 16' 00" E 870.05 feet to a 1/2" rebar found at a fence corner at the most southerly southwest corner of said R. C. Barton tract for an ell corner hereof

THENCE continuing with the north line of said 201.14 acre Negley tract, the south line of said R. C. Barton tract and the south line of that certain 97.38 acre tract of land conveyed to Meditex Development Corp. of record in Volume 432, Page 555 of the Hays County Deed Records as found fenced and used upon the ground N 88° 41' 49" E 3747.10 feet to a 1/2" rebar set at the occupied northeast corner of said 201.14 acre Negley tract, being the most westerly northwest corner of that certain tract of Land conveyed to J. D. Meador being Lot 3 of said Partition deed of record in Volume 24, Page 313 of the Hays County Deed Records for an angle point hereof

THENCE, with the east line of said 201.14 acre Negley Tract and the west line of said J. D. Meador tract as found fenced and used upon the ground S 01° 23' 20" E 1296.55 feet to a 1/2" rebar set at the occupied southeast corner of said 201.14 acre Negley tract, being the most southerly southwest corner corner of said J. D. Meador tract and being in the occupied north line of said 211 acre Negley tract, for an ell corner hereof

THENCE, with the north line of said 211 acre Negley tract and the south line of said J. D. Meador tract as found fenced and used upon the ground N 88°50' 15" E 1022.96 feet to a 1/2" rebar set on the west R.O.W. line of the Missouri-Pacific Railroad, for the northeast corner hereof

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 100.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 2474.39 feet to a 1/2" rebar set on the south line of said 211 acre Negley tract, being the north line of the 118.2 acre Negley tract above mentioned in Tract 1, for an ell corner hereof

THENCE, with the south line of said 211 acre Negley tract the north line of said 118.2 acre Negley tract and continuing with the west R.O.W. line of the Missour-Pacific Railroad S 88° 50' 15" W 378.23 feet to a 1/2" rebar set at the northwest corner of said 118.2 acre Negley tract, being the northeast corner of said 100 acre Negley tract, for an angle point hereof

METES AND BOUNDS DESCRIPTION CONT. PAGE 5

THENCE, with the west line of said ll8.2 acre Negley tract, the east line of sid 100 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 00° 09' 45" E 1693.23 feet to a 1/2' rebar set for an angle point hereof

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 842.55 feet to the POINT OF BEGINNING and containing 983.99 acres of land, more or less.

SAVE AND EXCEPT ROW 1626:

28.91 ACRES OF LAND IN THE M. M. MCCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE FOLLOWING FOUR TRACTS: TRACT ONE BEING THAT CALLED 201.14 ACRE TRACT CONVEYED TO LAURA B. NEGLEY BY DEED OF RECORD IN VOLUME 185, PAGE 402, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), TRACT TWO BEING A CALLED 51.3 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX., TRACT THREE BEING A CALLED 51.2 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX. AND TRACT FOUR BEING CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (SECOND TRACT) D.R.H.C.TX, SAID 28.91 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING A PORTION OF THE PROPOSED RIGHT-OF-WAY (ROW) FOR FM 1626, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod found for the northwest corner of said Laura B. Negley 201.14 acre Tract One and being the southwest corner of a called 10 acre tract of land conveyed to Texas Lehigh Cement Company (T.L.C.C.), designated as Tract I, of record in Volume 609, Page 843, Real Property Records Hays County, Texas (R.P.R.H.C.TX.);

THENCE N 88° 06° 51" E, with the north line of said Tract One, being the south line of said T.L.C.C. 10 acre tract and with the south line of a 20 acre tract of land conveyed to T.L.C.C., designated as Tract III, of record in Volume 609, Page 843, R.P.R.H.C.TX., a distance of 715.24 feet to ½-inch iron rod found for the southeast corner of the said T.L.C.C. 20 acre tract same being the southwest corner of a 97.38 acre tract conveyed to T.L.C.C., designated as Tract IV, of record in Volume 609, Page 843, R.P.R.H.C.TX;

THENCE N 88' 08' 15" E, with the south boundary line of said 97.38 acre tract and being the north line of said Tract One, a distance of 301.20 feet to a calculated point in the proposed west

METES AND BOUNDS DESCRIPTION CONT. PAGE 6

ROW line of said FM 1626 for the northwest corner and POINT OF BEGINNING of the tract described herein;

THENCE N 88° 08' 15" E, crossing said proposed ROW of said P.M. 1626 and with said common line of said Tract One and said 97.38 acre tract, a distance of 200.03 feet to a calculated point for the northeast corner of the tract described herein;

THENCE crossing said Tracts One, Three and Four and with the proposed east ROW line of said F.M. 1626 the following seven (7) courses and distances:

1. with a curve to the left having a radius of 2,764.79 feet, an arc distance of 899.20 feet, a chord bearing of S 12' 13' 49" E and a chord distance of 895.24 feet to a calculated point of tangency;

2. S 21' 32' 51" E, at a distance of approximately 458 feet pass the south line of said Tract One and being the north line of said Tract Three, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet,

3. with said curve to the right an arc distance of 1,306.85 feet and having a chord bearing of S 08^{\circ} 55^{\circ} 11^{\circ} E, a chord distance of 1,296.30 feet to a calculated point of tangency,

4. S 03' 42' 29" W, at a distance of approximately 227 feet pass the south line of said Tract Three, being the north line of said Tract Four, at approximately 919 feet pass the north line of a called 100-foot wide ROW agreement with the Lower Colorado River Authority (L.C.R.A.) of record in Volume 254, Page 254, D.R.H.C.TX., and continuing a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.78 feet,

5. with said curve to the left an arc distance of 355.80 feet and having a chord bearing of S 00° 01' 17" W, a chord distance of 355.55 feet to a calculated point of tangency,

6. S 03' 39' 55" E, a distance of 355.99 feet to a calculated point for an angle point in the east line of the tract described herein, and

7. S 47[•] 23[•] 20" E, a distance of 72.34 feet to a calculated point for the southeast corner of the tract described herein and being in the north ROW line, as fenced, of Hays County Road 171 (HCR 171) same being the south line of said Tract Four:

THENCE S 88° 51' 11" W, with said north ROW line of HCR 171 and said south line of Tract Four, a distance of 300.29 feet to a calculated point for the southwest corner of the tract described herein and being in the proposed west ROW line of FM 1626;

METES AND BOUNDS DESCRIPTION CONT. PAGE 7

THENCE leaving said north ROW line of HCR 171, with said proposed west ROW line of FM 1626 and crossing said Tracts Four through One the following seven (7) courses and distance;

1. N 42' 46' 53" E, a distance of 68.99 feet to a calculated point for an angle point in the west line of the tract described herein,

2. N 03' 39' 55" W, a distance of 347.54 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.78 feet,

3. with said curve to the right an arc distance of 381.54 feet, a chord bearing of N 00° 01' 17" E and a chord distance of 381.27 feet to a calculated point of tangency,

4. N 03[•] 42[•] 29" E, at a distance of approximately 1,171 feet pass said north line of the said L.C.R.A. ROW, at a distance of approximately 1,680 feet pass the south line of said Tract Three, and continuing for a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.79 feet,

5. with said curve to the left an arc distance of 1,218.69 feet and having a chord bearing of N 08° 55' 11" W and a chord distance of 1,208.85 feet to a calculated point of tangency,

6. N 21' 32' 51" W, at a distance of approximately 803 feet pass the west line of said Tract Three and being the east line of said Tract Two, at a distance of approximately 1005 feet pass the north line of said Tract Two, being the south line of said Tract One, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet, and

7. with said curve to the right an arc distance of 967.91 feet, a chord bearing of N 12' 11' 41" W and a chord distance of 963.62 feet to the **POINT OF BEGINNING** and containing 28.91 acres of land, more or less.

BEARING BASIS: Bearings recited herein are Texas Coordinate System, South Central Zone, NAD83, Grid (the foregoing tract and parcel of land is sometimes hereinafter referred to as the "Property").

METES AND BOUNDS DESCRIPTION CONT. PAGE 8

SAVE AND EXCEPT THE WELL YARD:

-.

A portion of land containing 1.016 acres of land, more or less, out of the Henry Loller Survey No 19. Recorded in Vol. 1336, Page 515, Hays County Deed Records.

Commencing at a Tx.D.O.T. marker on the R.O.W. of F.M. 2770 and County Road 171

Thence N 84°46'28" E for a distance of 3337.91 feet to a point on the R.O.W. of County Road 171 and the POINT OF BEGINNING;

Thence N 01°02'15" W for a distance of 260.82 feet to an angle point;

Thence N 88°57'45" E for a distance of 170.00 feet to an angle point;

Thence S 01°02'15" E for a distance of 259.84 feet to an angle point on said R.O.W. of County Road 171

Thence S 88°37'57" W for a distance of 170,00 feet along said R.O.W. to the Point of Beginning.

Recorder's Note: ORIGINAL DOCUMENT ILLEGIBLE

METES AND BOUNDS DESCRIPTION CONT. PAGE 9

SAVE AND EXCEPT:

DESCRIPTION OF 10.00 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, AND THE JOHN COOPER SURVEY, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAURA BURLESON NEGLEY OF RECORD IN VOLUME 117, PAGE 288, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 10.00 ACRE TRACT OF LAND, AS SHOWN ON LOOMIS AUSTIN, INC. PLAN NO. 2085, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "LAT" set at the intersection of the east right-of-way (ROW) line of FM 2770 with the north ROW line of Hays County Road 171, being the southwest corner of soid Negley tract

THENCE with the north line of said County Road 171, same being the south line of said Negley traot, the following six (6) courses and distances:

- S 87° 02' 08" E a distance of 294.17 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
- S 64° 15' 42" E a distance of 30.92 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,
- 3. N 87° 03' 42" E a distance of 935.83 feet to a ¹/₂-inch iron rod with plastic cap stamped ¹/₂LAI" set for an angle point,
- N 87° 08' 40" E a distance of 819.54 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,
- 5. N 87° 34' 40" E a distance of 1,299.21 feet to a ½-inch iron rod with plastic cap stamped "LAP" set for an angle point, and
- 6. N 88° 54' 08" B a distance of 630.90 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most southern southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north line of said County Road 171 and crossing said Negley tract the following nine (9) courses and distances:

- 1. N 01° 06' 44" W a distance of 230.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell comer of the tract described herein,
- S 88° 53' 16" W a distance of 167.83 feet to a ½-inch iron rod with plastic cap stamped "LAP" set for the most western southwest corner of the traot described herein,
- N 01° 06' 44" W a distance of 304.50 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most western northwest comer of the tract described herein,

Recorder's Note: ORIGINAL DOCUMENT ILLEGIBLE

METES AND BOUNDS DESCRIPTION CONT. PAGE 10

4. N 88° 53' 16" E a distance of 187.46 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,

- N 01° 06' 44" W a distance of 48.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
- 6. N 88° 53' 16" E a distance of 89.05 feet to a ½-inch iron tod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
- 7. N 00° 32° 48" W a distance of 107.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most northern northwest corner of the tract described herein,
 - N 88° 50° 25" E a distance of 465.45 feet to a 12-inch iron rod with plastic cap stamped "LAI" set for northeast comer of the tract described herein, and
- ·9.

8.

S 01° 06° 44" E a distance of 691.18 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the north line of said County Road 171 for the southeast corner of the tract described herein;

THENCE S 82° 54° 08" W, with the north line of said County Road 171, a distance of 575.20 feet to the **POINT OF BEGINNING** and containing 10.00 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

I hereby certify that this description was prepared from an actual survey made on the ground by Loomis Austin, Inc. during the months of April to July 2001, and February 2002, under my direction and supervision and is irue and correct to the best of my knowledge.

O'HAR!

William D. O'Hara Registered Professional Land Surveyor No. 4878 - State of Texas

> Recorder's Note: ORIGINAL DOCUMENT ILLEGIBLE

28

Date

. 65

EXHIBIT "A'

METES AND BOUNDS DESCRIPTION CONT. PAGE 11

Tract 4

185.77 ACRES OF LAND OUT OF THE JOHN COOPER SURVEY NO. 13, THE JESSE DAY SURVEY NO. 162, THE JESSE DAY SURVEY, THE THOMAS ALLEN SURVEY NO. 1 AND THE JOHN KING SURVEY NO. 20 IN HAYS COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

151 ACRES OF RECORD IN VOLUME 133, PAGE 148

35 ACRES OF RECORD IN VOLUME 137, PAGE 574 ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 185.77 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northwest corner of said 151 acre Negley tract, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning the southwest corner of the herein described Tract 1 bears N 71° 48' 57" E 153.99 feet

THENCE, with the south R.O.W. line of County Road No. 171 (averaged fenced R.O.W. being 42') and the north line of said 151 acre and 35 acre Negley tracts as found fenced and used upon the ground the following 4 calls:

N 89° 17' 28" E 3106.53 feet to a 1/2" rebar set for an angle point hereof

N 89° 43' 51" E 400.45 feet to a 60-D nail set in a hackberry tree for an angle point hereof

N 89° 34' 30" E 309.22 feet to a 1/2" rebar set for an angle point hereof

S 21° 02' 41" E 12.52 feet to a 1/2" rebar set on the west R.O.W. line of County Road No. 210 for the northeast corner hereof

METES AND BOUNDS DESCRIPTION CONT. PAGE 12

THENCE, with the west R.O.W. line of County Road 210 (R.O.W. varies) and the east line of said 35 acre Negley tract as found fenced and used upon the ground the following 3 calls:

S 00° 58' 29" W 492.71 feet to a 1/2" rebar set for an angle point hereof

S 09° 25' 53" W 965.98 feet to a 1/2" rebar set for an angle point hereof

S 14° 16' 52" W 229.23 feet to a 1/2" rebar found at the southeast corner of said 35 acre Negley tract being the the northeast corner of that certain tract of land described in deed to J. A. Burton in Volume 366, Page 215 of the Hays County Deed Records for the southeast corner hereof

THENCE, with the south line of said 35 acre Negley tract and the north line said J. A. Burton tract as found fenced and used upon the ground the following 2 calls:

76m.

.....

N 66° 36' 49" W for a distance of 1130.44 feet to a 60D nail set for an angle point hereof

N 66° 34' 22" W 353.85 feet to a 1/2" rebar set at a fence corner occupying the southwest corner of said 35 acre Negley tract being in the southeast line of said 151 acre Negley tract and being the northwest corner of said J. A. Burton tract for an ell corner hereof

METES AND BOUNDS DESCRIPTION CONT. PAGE 13

THENCE, with the southeast line of said 151 acre Negley tract and the northwest line of said J. A. Burton tract as found fenced and used "upon the ground S 46° 37' 31" W passing at 899 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 254 of the Hays County Deed Records and continuing on the same course for a total distance of 4063.40 feet to a 1/2" rebar set on the east R.O.W. line of the Missouri-Pacific Railroad, being the south corner of said 151 acre Negley tract, for the south corner hereof

THENCE with the east line of the Missouri-Pacific Railroad (This line being 20.00 feet east of and parallel with the centerline of the tracks), and the west line of said 151 acre Negley the following 3 calls:

N 09° 35' 53" E 2797.00 feet to a 1/2" rebar set at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 25' 39", whose radius is 5709.65 feet, whose arc length is 441.20 feet and whose long chord bears N 11° 48' 43" E 441.09 feet to a 1/2" rebar set at the end of said curve

N 14° 01' 32" E passng at 655 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company) and continuing on the same course for a total distance of 668.33 feet to the POINT OF BEGINNING and containing 185.77 acres of land more or less.

AS SURVEYED BY: RALPH HARRIS SURVEYOR INC.

mes M. JAMES M. GRANT REG. PUBLIC SURVEYOR NO. 1919 1406 Hether Austin, Texas 78704 February 14, 1986

Updated: October 21, 1987

El6:negley05.fn El6negley04.fn



METES AND BOUNDS DESCRIPTION CONT. PAGE 14

TRACT 5

0.44 ACRES OF LAND OUT OF THE HENRY LOLLAR SURVEY, IN HAYS COUNTY, TEXAS, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 at the southwest corner of that certain 214.661 acre tract of land as conveyed to Richard V. W. Negley in Volume 275, Page 103 of the Hays County Deed Records, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning a concrete highway monument found at engineers station 286+58.38 bears N 05° 13' 41" W 939.55 feet

THENCE with the south line of said 214.661 acre Negley tract as found fenced and used upon the ground S 46° 15' 17" E 130.24 feet to a 1/2" rebar set at the northwest corner of that certain 262.33 acre tract of land as conveyed to Richard V.W. Negley in Volume 133, Page 147 of the Hays County Deed Records, for the northeast corner hereof

THENCE with the west line of said 262.33 acre Negley tract S 11° 09'17" W 424.33 feet to a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 for the south corner hereof

THENCE with the east r.o.w. line of R.M. Highway No. 2770 as found fenced and used upon the ground the following 2 calls:

N 02° 19! 26" E 247.29 feet to a 60-D nail set in a fence post for an angle point hereof

N 04° 51' 20" W 260.21 feet to the POINT OF BEGINNING and containing 0.44 acres more or less.

AS SURVEYED BY: RALPH HARRIS SURVEYOR, P.C.

ZAND / Y

1.11

/JAMES M. GRANT REG. PUB. SURVEYOR NO. 1919 1406 Hether Austin, Texas 78704 February 18, 1986

15:Lollar.044 UPDATED: OCTOBER 21, 1987



FILED AND RECORDED OFFICIAL PUBLIC RECORDS On: Aug 25,2003 at 12:49P Document Number: 03027104

Amount	41.1
Lee Carlisle County Clerk	.;

By Rose Robinson, Deputy Hays County

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

SPECIAL WARRANTY DEED

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

THAT UPTOWN AT PLUM CREEK PHASE IA LLC, an Oklahoma limited liability company ("Grantor"), whose address is 1711 East Cesar Chavez Street, Suite B, Austin, Texas 78702, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for which no lien of any character is retained, either express or implied, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto UPTOWN AT PLUM CREEK PHASE IB LLC, an Oklahoma limited liability company ("Grantee"), whose address is 1021 River Park, San Antonio, Texas 78216, all of that certain real property located in Hays County, Texas and legally described in Attachment \underline{A} attached hereto, and all improvements thereon and thereto (the "Property").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor but not otherwise, subject to the reservations from and exceptions to conveyance and warranty as reflected on <u>Attachment B</u> attached hereto (the "Permitted Exceptions").

Taxes on the Property for the year 2020 have been prorated between Grantor and Grantee, and taxes for 2020 and subsequent years shall be assumed by Grantee as of the Effective Date (as hereinafter defined).

For the same consideration stated above, Grantor does hereby grant and convey to Grantee all of Grantor's right, title and interest in and to (i) all improvements on the Property, (ii) all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon and pertaining to the Property, and (iii) all approvals, licenses, permits, water and sewer capacity commitments and other rights and interests owned or held by Grantor to the extent such items pertain solely to the use of the Property; all of which are subject to the Permitted Exceptions.

Grantee expressly acknowledges that the Property is being sold and accepted AS IS, WHERE-IS WITH ALL FAULTS, and except as expressly set forth in the warranty of title included in this Special Warranty Deed, Grantor makes no representations or warranties, express or implied, with respect to the physical condition or any other aspect of the Property, including, without limitation, (i) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring or sufficiency of drainage to, from or across the Property; (ii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area or within any area that may be considered wetlands or jurisdictional waters of the United States; (iii) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition, or whether the Property is in compliance with applicable laws, rules and regulations; (iv) general and/or specific economic conditions

and/or the impact thereof on the market for the leasing or re-sale of the Property and/or any other impact on the Property or the financial performance thereof; (v) any tax consequences of ownership of the Property.

[Signature Page Follows]

EXECUTED effective the 12th day of November, 2020 ("Effective Date").

ş ş ş

GRANTOR:

UPTOWN AT PLUM CREEK PHASE IA LLC, an Oklahoma limited liability company

B١ ame: tle: Manager Ť

STATE OF TEXAS	
COUNTY OF TRAVIS	

This instrument was acknowledged before me on the 12^{H} day of November, 2020, by F_{HACH} , Manager of UPTOWN AT PLUM CREEK PHASE IA/LLC, an Oklahoma limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:

γ.	Manufacture (1997) File (1997)
ε.	provide the second se
В.	A STATE OF A STAT
2	1 AND DEDELL THE
х.	T NERVERS DEBRAT STRATTON F
8	DEBRA L. STRATTON
8	
Ĕ.	Notary Public, State of Texas
\$	ナトン・ ルー・スと いいけるい せいちじろ なまかれつ みたていしょうお
ε.	
ε.	
Ĕ.	おいい おもい ふとう ふうしょう 目的 しょうしょう しょうしょ しょうしょう しょう
٤.	Leiste Brazz Common Evenings no 11 noon 1
ε.	国家会社会 Comm Expires 09-11-2022
2.1	
	E 54 C DE 12 AP 1. 1
Εi	「小山山 Notary ID 131719416
ς ι	I TREEVE RUIDEVELLENTZERZEN D
81	

Special Warranty Deed

ATTACHMENT A

Property

Tract 1:

Being 1.394 acres of land, more or less, in the M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, situated in Hays County, Texas, being a portion of a certain 983.99 acre tract designated as Tract 2 in Deed recorded in Volume 2297, Page 139, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds in Exhibit "A" attached hereto.

Tract 2:

Lot 1, Block A, and Lot 1, Block B, of PLUM CREEK UPTOWN PHASE 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Document No. 20039087, Official Public Records of Hays County, Texas.

Ţ

County: Hays Project: Plum Creek Uptown Phase 1A Project No.: 30194242.00

EXHIBIT "A"

TRACT 2 - BEING 1.394 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS TRACT NO. 2 IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 1.394 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found with a cap stamped "LAI" in the north line of that certain 5.002 acre tract of land being described as Tract 3, Parcel One in a Special Warranty Deed to PC Operating Partners, Ltd., of record in Volume 5233, Page 198, O.P.R.H.C.T.; from which point a 1/2-inch iron rod found with a cap stamped "LAI" at an interior ell corner in said north line of said 5.002 acre tract bears, North 88°50'50" East, a distance of 43.33 feet;

THENCE, over and across a remainder of said Tract 2, the following six (6) courses and distances:

- 1. North 01°11'10" West, with the east line of a proposed right-of-way, a distance of 260.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509;
- 2. North 01°11'10" West, a distance of 75.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509;
- 3. North 01°11'10" West, with said east line of a proposed right-of-way, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509;
- 4. North 88°53'16" East, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509 in the west line of a proposed right-of-way;
- 5. North 01°06'44" West, with said west line of a proposed right-of-way, a distance of 15.53 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509; and
- 6. North 88°53'16" East, over and across a proposed right-of-way, a distance of 78.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509 in the easterly line of said proposed right-of-way for the **POINT OF BEGINNING** and southwest corner of the tract described herein;

THENCE, with the west line of the tract described herein, continuing over and across the remainder of said Tract 2, with the east line of a proposed right-of-way, the following two (2) courses and distances:

- 1. 266.59 feet along the arc of a curve to the left, with a radius of 389.00 feet, a central angle of 39°15'58", and whose chord bears, North 20°44'43" West, a distance of 261.40 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
- 2. North 40°22'42" West, a distance of 53.44 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the intersection of two proposed rights-of-way, for the northwest corner of the tract described herein;

County: Hays Project: Plum Creek Uptown Phase 1A Project No.: 30194242.00 Page 2 of 2 November 5, 2019

THENCE, with the north line of the tract described herein, continuing over and across said remainder of Tract 2 described in Volume 2297, Page 139, O.P.R.H.C.T., with the south line of a proposed right-of-way, the following two (2) courses and distances:

- 1. 132.26 feet along the arc of a curve to the right, with a radius of 215.00 feet, a central angle of 35°14'49", and whose chord bears, North 71°13'17" East, a distance of 130.19 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
- 2. North 88°50'41" East, a distance of 68.04 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the northeast corner of the tract described herein;

THENCE, with the east line of the tract described herein, continuing over and across said Tract 2, 349.01 feet along the arc of a curve to the right, with a radius of 564.00 feet, a central angle of 35°27'20", and whose chord bears, South 18°50'16" East, a distance of 343.47 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509", for the southeast corner of the tract described herein;

THENCE, with the south line of the tract described herein, continuing over and across said Tract 2, South 88°53'39" West, a distance of 175.00 feet to the **POINT OF BEGINNING** and containing 1.394 acres of land within these metes and bounds.

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are grid. Units: U.S. Survey Feet.

There is a survey plat of even date herewith.

I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that this description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision. The field work was completed on October 28, 2019.

2019

Date



Coleen M. Johnson, RPLS Registered Professional Land Surveyor Texas Registration No. 4871 Wantman Group, Inc. 2021 East 5th Street, Suite 200 Austin, Texas 78702 TBPELS Survey Firm Nos. 10194451 & 10194509

ATTACHMENT B

Permitted Exceptions as to Tract 1 and Tract 2 unless otherwise noted.

- 1. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years.
- 2. Restrictive covenants of record set out in Volume 3339, Page 197; Volume 3339, Page 245; Volume 3339, Page 256; Volume 5233, Page 108; and Volume 5233, Page 123, Official Public Records of Hays County, Texas.
- 3. Restrictive covenant of record set out in Document No. 20039087, Official Public Records of Hays County, Texas (Tract 2 only).
- 4. Easement granted to Pedernales Electric Cooperative, Inc., by William Negley, recorded August 5, 1999, in Document No. 9918596, Official Public Records of Hays County, Texas.
- 5. Matters in the document recorded May 2, 1985, in Volume 516, Page 27, Official Public Records of Hays County, Texas.
- 6. Terms, conditions, stipulations, and fees of Addendum Number Two Agreement evidenced by Notice of Fees and Encumbrances recorded September 23, 2004, in Volume 2548, Page 138, Official Public Records of Hays County, Texas.
- 7. Covenants providing for assessments as set out in instrument recorded in Volume 3339, Page 197, Official Public Records of Hays County, Texas.
- 8. Terms, conditions and stipulations of that certain Memorandum of Site Development Agreement dated August 25, 2016, recorded in Document No. 16029622, Official Public Records of Hays County, Texas.
- 9. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the Property, together with all rights relating thereto, express or implied, reserved unto Dr. Orvis E. Meadow, et al in deed to Dr. A. Ross Meador, dated July 29, 1960, and recorded in Volume 184, Page 121, Deed Records of Hays County, Texas.
- Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the Property, together with all rights relating thereto, express or implied, reserved unto Dr. A. Ross Meador, et al in deed to Laura B. Negley, dated February 23, 1961, and recorded in Volume 185, Page 402, Official Public Records of Hays County, Texas.
- 11. The Property is subject to North Hays County Municipal Utility District No. 2.
- 12. Lack of a right of access to and from the Property (Tract 1 only).
- 13. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document recorded in Volume 5233, Page 198, Official Public Records of Hays County, Texas.
- 14. The Property lies within the boundaries of Plum Creek Conservation District and may be subject to taxes or special assessments by reason thereof.

- 15. The Property lies within the boundaries of Plum Creek Underground Water District and may be subject to taxes or special assessments by reason thereof.
- 16. Minerals reserved unto Mountain Plum, Ltd. in deed to Uptown At Plum Creek Phase IA LLC, dated May 28, 2020, and recorded in Document No. 20020919, Official Public Records of Hays County, Texas. Said mineral interest not traced subsequent to the above cited instrument.
- 17. Repurchase Options and construction provisions contained in deed to Uptown At Plum Creek Phase IA LLC, dated May 28, 2020, and recorded in Document No. 20020919, Official Public Records of Hays County, Texas.
- Easements, terms, conditions and stipulation of that certain Declaration of Easements dated May 28, 2020, and recorded in Document No. 20020920, Official Public Records of Hays County, Texas.
- 19. Easements, terms, conditions and stipulation of that certain Agreement Regarding Declaration dated May 28, 2020, and recorded in Document No. 20020921, Official Public Records of Hays County, Texas.
- 20. Terms, conditions, and stipulations in that certain Shared Amenities and Cost Sharing Agreement, dated May 28, 2020, as recorded in Document No. 20021300, of the Official Public Records of Hays County, Texas.
- 21. Terms, conditions, and stipulations in that certain Agreement by and between the City of Kyle, Plum Creek Partners, Ltd and William Negley, Trustee for Development and Annexation of Phase 1 of the Plum Creek Ranch Property and all amendment thereto, as evidenced in Deed recorded in Volume 5233, Page 198, of the Official Public Records of Hays County, Texas.

Franchise Search Results





Franchise Tax Account Status

As of : 02/11/2022 16:17:30

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

MOUNTAIN PLUM, LTD.					
Texas Taxpayer Number	32035881153				
Mailing Address	4040 BROADWAY STE 501 SAN ANTONIO, TX 78209- 6368				
Right to Transact Business in Texas	ACTIVE				
State of Formation	TX				
Effective SOS Registration Date	07/10/2002				
Texas SOS File Number	0800101625				
Registered Agent Name	LAURA NEGLEY GILL				
Registered Office Street Address	4040 BROADWAY STE. 501 SAN ANTONIO, TX 78209				

Franchise Search Results





Franchise Tax Account Status

As of : 02/11/2022 16:16:42

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

MG-CARDINAL UPTOWN AT PLUM CREEK LLC						
Texas Taxpayer Number	32071137858					
Mailing Address 1021 RIVER PARK SAN ANTONIO, TX 78216-						
Right to Transact Business in Texas	ACTIVE					
State of Formation	TX					
Effective SOS Registration Date	06/21/2019					
Texas SOS File Number	0803349543					
Registered Agent Name BRYAN P BROWN						
Registered Office Street Address	1021 RIVER PARK SAN ANTONIO, TX 78216					



IT Networking Equipment for Public Safety Center Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation:	Authorize award and execution of a Purchase Order to Solid Border in an amount not to exceed \$165,174.00 for the purchase of IT networking equipment for the new Kyle Public Safety Center. ~ <i>Matt Dawson, Director Information Technology</i>
Other Information:	
Legal Notes:	
Budget Information:	 Funding in the amount of \$165,174.00 will be provided from the \$37.0 million General Obligation Bonds as authorized by the voters in 2020 for the City's Public Safety Center project from the following bond account: 1951-67720-571110

ATTACHMENTS:

Description

DIR Buyboard Quote

City of Kyle Palo Alto 460HA, Ruckus R750(21) RT750(2) & Extreme Networks DIR 2022



DATE 6/14/2022 QUOTE 61032-RR

CONTACT David Williams 800.213.8175 x85 toll-free 210.402.0475 office david@solidborder.com



PREMIER SECURITY PARTNER

TO City of Kyle Matt Dawson 100 W Center Street Kyle, TX 78640 (737) 414-3622 mdawson@cityofkyle.com

PLEASE SEND PURCHASE ORDER				
BY EMAIL	orders@solidborder.com			
BY FAX	800.887.9974			

		PREMIER SECORITY PARTNER				
ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-460	Palo Alto Networks PA-460. DIR-TSO-4850	2	\$5,025.00	\$3,467.00	\$6,934.00
2	PAN-PWR-50W-AC	50W AC power adapter for PA-440, PA-450 and PA-460	2	\$125.00	\$86.00	\$172.00
3	PAN-PA-400-RACKTRAY	Rack mountable tray for up to two PA-400s and 4 power adapters for a 4 post rack mount	1	\$200.00	\$138.00	\$138.00
4	PAN-PA-460-BND-PRO	PA-460, Professional Subscription Bundle (Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security), 1 year (12 months) term	2	\$2,190.00	\$1,598.00	\$3,196.00
5	PAN-SVC-PREM-460	PA-460, Premium support, 1 year (12 months), term	2	\$905.00	\$850.00	\$1,700.00
		Above Palo Alto Products on DIR Contract # DIR-TSO-4850				
6	901-R750-US00	RUCKUS WIRELESS : R750 xx dual band ax indoor AP 4x4:4	21	\$1,510.00	\$981.00	\$20,601.00
7	901-T750-US01	RUCKUS WIRELESS : Ruckus T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out	2	\$3,775.00	\$2,453.00	\$4,906.00
8	CLD-RWED-5001	RUCKUS WIRELESS : Ruckus Cloud Wi-Fi 5 year subscription for 1 AP, US hosted, SLED pricing	23	\$190.00	\$171.00	\$3,933.00
9	902-1170-US00	RUCKUS WIRELESS : Spares of US Power Adapter for Ruckus R720, R730 - quantity of 1	1	\$45.00	\$29.00	\$29.00
10	902-0120-0000	RUCKUS WIRELESS : Secure Mounting Bracket for Ruckus R720, R710. Mounts to hard wall/ceiling, pole, and truss. Also fits R500, R510, R610, R600, R310, R320, M510 and R700 without pad-lock support.	1	\$38.00	\$24.00	\$24.00
11	902-0180-US00	RUCKUS WIRELESS : Spares of Power over Ethernet (PoE) Injector (10/100/1000 Mbps) quantity of 1 unit (R720, T710-series, T610-series, 7762-series, 7782-series, and 8800-S Access points),US Plug	1	\$150.00	\$97.00	\$97.00
		Above Ruckus Products on DIR Contract # DIR-CPO-4401				
12	10052H	1000BLX SFP HI	2	\$1,334.00	\$514.00	\$1,028.00
13	10061	PWR CORD NA 10A NEMA 5-15P IEC320 C13 11	4	\$18.00	\$7.00	\$28.00
14	10099	PWR CORD 13A USA NEMA 5-15 IEC320-C15	20	\$29.00	\$11.00	\$220.00
15	10099	PWR CORD 13A USA NEMA 5-15 IEC320-C15	5	\$29.00	\$11.00	\$55.00
16	10302	10GBLR SFP+ 1310NM LC 10KM SMF	20	\$2,672.00	\$1,049.00	\$20,980.00
17	10960	770W AC P/S FRONT TO BACK AIRFLOW	2	\$755.00	\$291.00	\$582.00
18	16790	X590-24X-1Q-2C BASE SYS	1	\$15,665.00	\$6,031.00	\$6,031.00
19	16795	EXTREMESWITCHING X590 EXTREMEXOS CORE	1	\$2,592.00	\$998.00	\$998.00
20	17115	X870 FAN MOD FRONT-TO-BACK AIRFLOW	4	\$364.00	\$140.00	\$560.00

City of Kyle Palo Alto 460HA, Ruckus R750(21) RT750(2) & Extreme Networks DIR 2022

21	20G-DACP-SFPDD1M	20G PASSIVE DAC SFPDD TO SFPDD 1M	19	\$478.00	\$184.00	\$3,496.00
22	5420F-48P-4XE	5420F 48PT POE+ SWCH	20	\$9,987.00	\$3,845.00	\$76,900.00
23	97000-16795	EW TAC & OS 16795	1	\$163.00	\$143.00	\$143.00
24	97004-16790	EW NBD AHR 16790	1	\$1,160.00	\$1,020.00	\$1,020.00
25	97004-5420F-48P-4XE	EW NBD AHR 5420F-48P-4XE	20	\$438.00	\$385.00	\$7,700.00
26	97004-X435-8T-4S	EW NBD AHR X435-8T-4S	2	\$70.00	\$61.00	\$122.00
27	X435-8T-4S	8 10/100/1000BASE-T HALF DUPLX 4 1/2.5G	2	\$995.00	\$383.00	\$766.00
28	XN-ACPWR-920W	920W AC P/S	5	\$1,463.00	\$563.00	\$2,815.00

Above Extreme Products on DIR Contract # DIR-TSO-4339

TOTAL	\$165,174.00
SALES TAX (8.25%)	\$0.00
SUBTOTAL	\$165,174.00
SHIPPING	INCLUDED

QUOTE EXPIRES	7/14/2022
PAYMENT TERMS	30 days
	Credit cards not accepted
EMPLOYER ID #	EIN # 33-1009121
REMIT TO	SOLID BORDER, INC
	1806 TURNMILL ST
	SAN ANTONIO, TX 78248





Water Effluent Pump #1 Emergency Pump Repairs

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Ratify emergency pump repairs to reclaimed water effluent pump #1 at the Wastewater Treatment Plant, in an amount not to exceed \$18,604.53 payable to AUSTIN ARMATURE WORKS, LP, Buda Texas. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information:

Funding the amount of \$18,604.53 is available in the approved operating budget of the Public Works Department for Fiscal Year 2021-2022 in the following Wastewater Utility Fund account:

• 3110-82600-541520

ATTACHMENTS:

Description

□ AAW INVOICE FRI10122

				Invoi	Ce ^{1/2}
	Customer Num	ber	[Invoice Number	
Pumps Motors Controls	000850 Contact			FRI10122	Investore Data
Austin Armature Works, LP 496 Commercial drive, Buda, TX 78610 Phone (512)312 0088 Fax (512)312 0988	Tim Manford		Order Date 5/23/2022	Shipped Date 6/6/2022	Invoice Date 6/6/2022
Bill To:		Ship To:			
CITY OF KYLE Attn: ACCTS PAYABLE PO BOX 40 KYLE, TX 78640 (512) 268-5341 x		CITY OF K PO BOX 4 KYLE, TX (512) 268-	0 78640		
Ship Via Terms Net 30	Received By		Customer PO	Ori	iginal Order # FR10679

Product ID	Qty	Ship	Description	Sales Price	Total
CRANE TRUCK	2	2	Hourly Billing Rate for Use of Crane Truck	80.00	160.00
Labor	5	5	Tobin G - 6/2/2022 - Regular Time Field Service Helper - Installation	60.00	300.00
Labor	3.5	3.5	Zachary M - 5/23/2022 - Regular Time For Field Tech - Removal	100.00	350.00
Labor	5	5	Zachary M - 6/2/2022 - Regular Time For Field Tech - Installation	100.00	500.00
Labor	3.5	3.5	Derek S - 5/23/2022 - Regular Time For Field Tech - Removal	100.00	350.00
Labor and Materials for RU	JSH Teardow	n Inspecti	on and Repair of Pump. Build new Shafts and Couplings		16.944.53

own ins **Rebuild Paint and Test**

Reason Sent For Repair: Heindreich Ln - Vertical Pump #1

Required Work: Megged motor and faied. Pulled motor. Pulled pump. Dropped of at rebuild shop. Shop Incoming test/ inspection Disassembly Build new Shafts and Couplings Rebuild Paint and Test 6/2 - Installed rebuilt pump. Installed and wired new motor. Bump checked motor to check rotation. Ran unit. Adjusted Subtotal: 18,604.53 Freight: 0.00 Other: 0.00 0.0000% Sales Tax 1: 0.00 0.00 0.0000% Sales Tax 2: Charge Card: Exp Date: No Sales Tax Total: 18,604.53 ...

					Invoi	Ce 2/2
	M	Customer Nu	nber		Invoice Number	
Pumps Motors Co	ntrols	000850			FRI10122	
Austin Armature Works,	LP	Contact		Order Date	Shipped Date	Invoice Date
496 Commercial drive, Buda, Ť Phone (512)312 0088 Fax (512)3		Tim Manfor	d	5/23/2022	6/6/2022	6/6/2022
Bill To:			Ship To:			
CITY OF KYLE Attn: ACCTS PAYABLE PO BOX 40 KYLE, TX 78640 (512) 268-5341 x			CITY OF K PO BOX 4 KYLE, TX (512) 268-	0 78640		
Ship Via	Terms Net 30	Received By]	Customer PO	Ori	ginal Order # FR10679

Product ID	Qty	Ship	Description	Sales Price	Tota
	FLA 49 FLA 49 Leg A Leg B Leg C -	AMPS 43.9 45	ked amperage 50 GPM		

				Subtotal:	18,604.53
				Freight:	0.00
				Other:	0.00
			0.0000 %	Sales Tax 1:	0.00
			0.0000 %	Sales Tax 2:	0.00
	Charge Card:	Exp Date:		Total:	18,604.53
			No Sales Tax	Total.	10,004.55
Our Tax ID:	Your Tax ID:			-	



Authorization to Dispose Salvage/Junk City Property by Library Services Department

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: In compliance with Ordinance No. 566, the Library Services Department is requesting the City Council to declare all furniture and associated equipment identified by attached photographs as salvage or junk property and authorize the disposal of said city property as appropriate by the department. ~ *Paul Phelan, Director of Library Services*

Other Information:

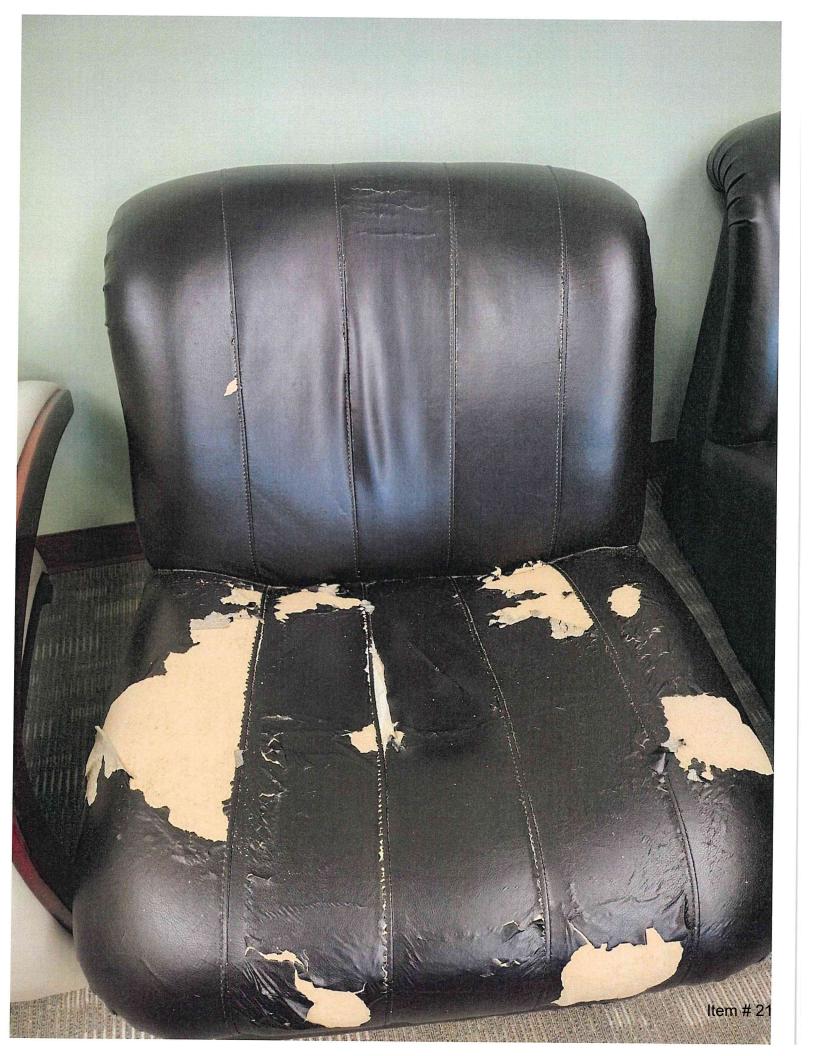
Legal Notes:

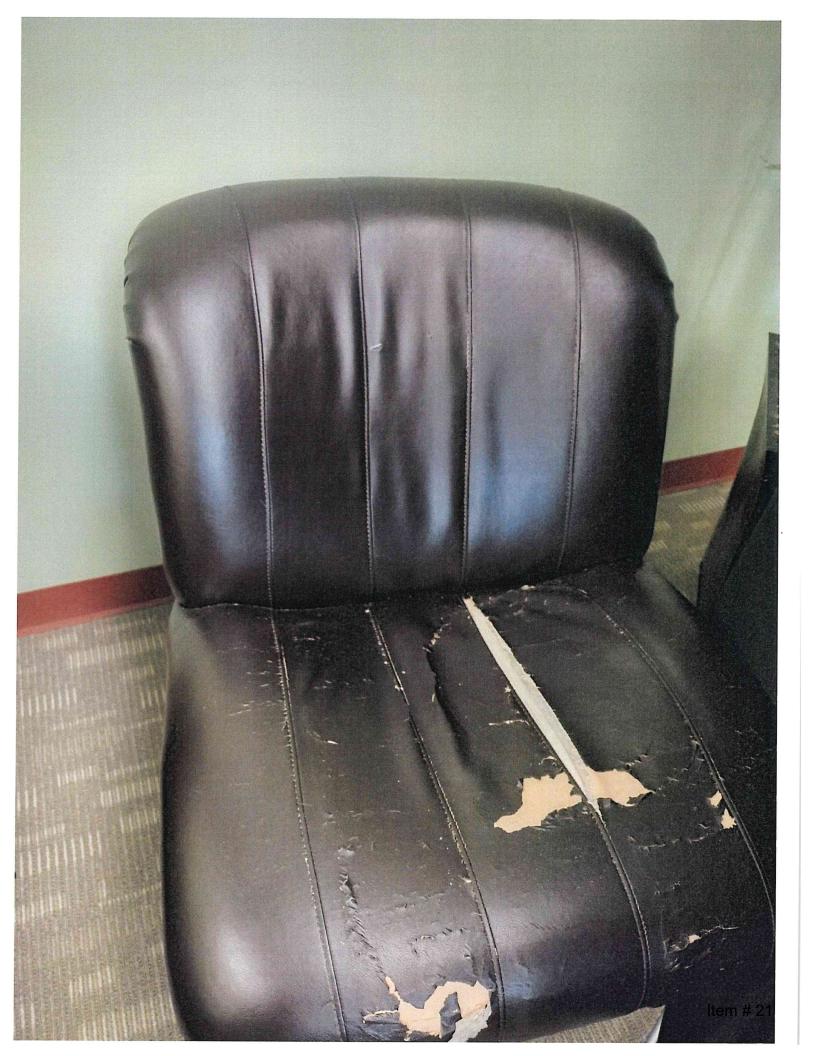
Budget Information:

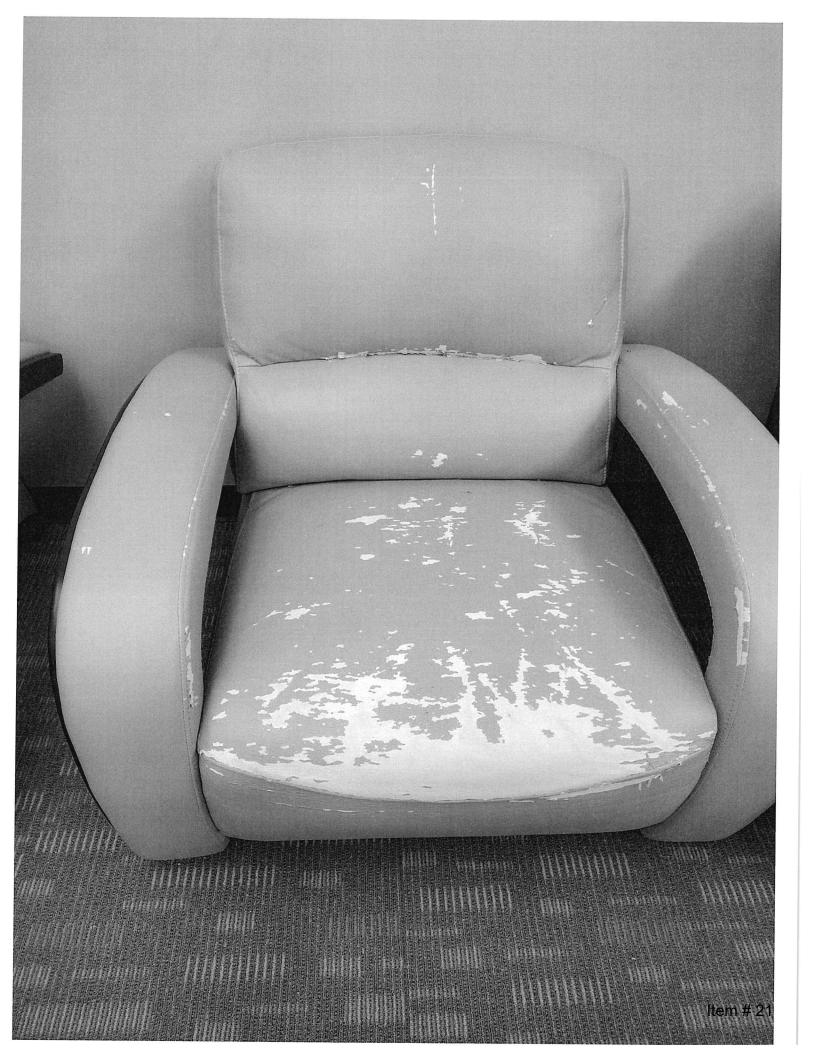
ATTACHMENTS:

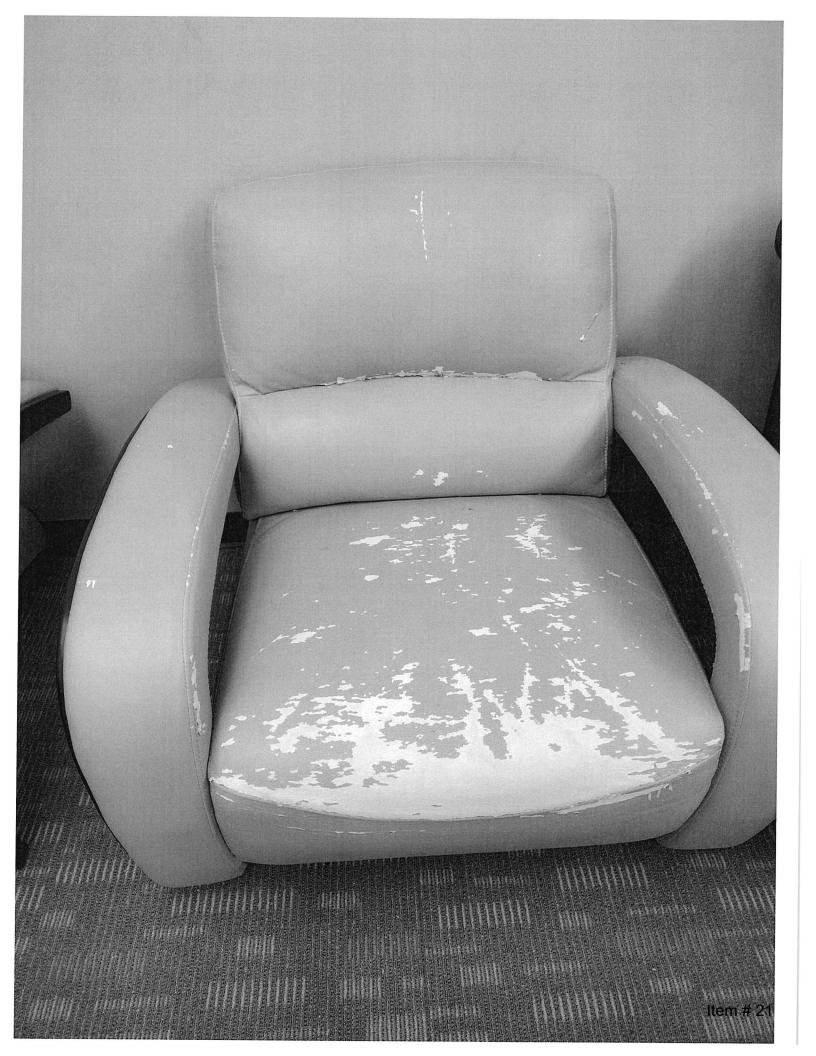
Description

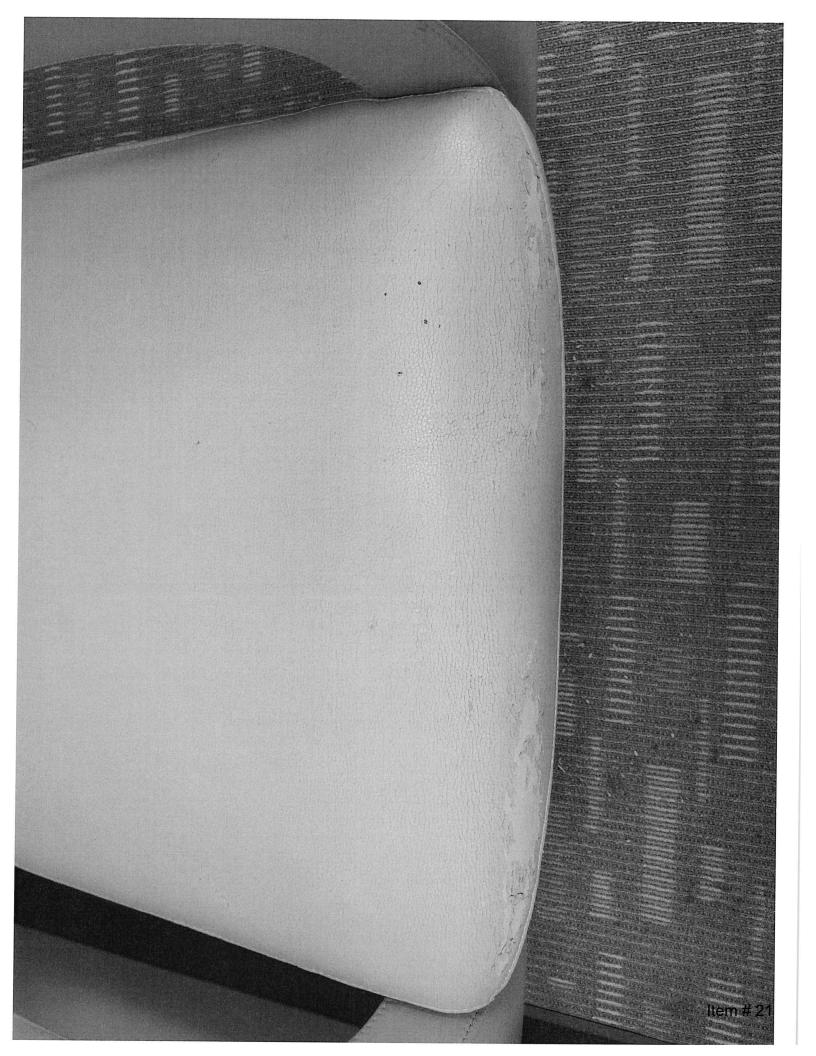
D Photos of Salvage/Junk Property















Meeting Date: 6/21/2022 Date time:7:00 PM

TIRZ Resolution

Subject/Recommendation: Consideration and approval of a resolution of the City Council of the City of Kyle, Texas, Authorizing the acceptance of certain revenues in the tax increment fund from Tax Increment Reinvestment Zone Number Two, City of Kyle, Texas to pay certain project costs, including projects to be financed by the City through the issuance of Certificates of Obligation; Agreeing to be reimbursed by TIRZ #2 for all annual debt service payments on the Certificates of Obligation until their stated maturity or prior redemption; Making findings of fact; and Other matters in connection therewith. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

TIRZ Resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN REVENUES IN THE TAX INCREMENT FUND FROM TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF KYLE, TEXAS TO PAY CERTAIN PROJECT COSTS, INCLUDING PROJECTS TO BE FINANCED BY THE CITY THROUGH THE ISSUANCE OF CERTIFICATES OF OBLIGATION; AGREEING TO BE REIMBURSED BY TIRZ #2 FOR ALL ANNUAL DEBT SERVICE PAYMENTS ON THE CERTIFICATES OF OBLIGATION UNTIL THEIR STATED MATURITY OR PRIOR REDEMPTION; MAKING FINDINGS OF FACT; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council (the *City Council*) of the City of Kyle, Texas (the *City*) created Tax Increment Reinvestment Zone Number Two, City of Kyle, Texas (*TIRZ* #2) through the adoption of Ordinance No. 1022, effective December 18, 2018 (the *Original Ordinance*), all pursuant to Chapter 311, as amended, Texas Tax Code (the *TIF Act*); and

WHEREAS, the City Council amended the Creation Ordinance through the adoption of Ordinance No. 1064, effective December 3, 2019 (the Amending Ordinance and, together with the Original Ordinance, the *Creation Ordinance*); and

WHEREAS, the City Council adopted a Project and Financing Plan (the *Project and Financing Plan*) through the adoption of the Amending Ordinance; and

WHEREAS, Section 311.010(b) of the TIF Act provides that the City Council and the Board of Directors (the *Board*) of TIRZ #2 may enter into agreements as the Board or City Council considers necessary or convenient to implement the project plan and reinvestment zone financing plant and achieve their purposes, including an agreement to dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the reinvestment zone or the construction of a road, sidewalk, or other public infrastructure in or out of the zone, including the cost of acquiring the real property necessary for the construction of the road, sidewalk, or other public infrastructure; and

WHEREAS, one of the amendments to the Creation Ordinance through the adoption of the Amending Ordinance included providing additional powers and authority to TIRZ #2, including authorizing the Board and TIRZ #2 to use tax increment funds for payments on debt issued to finance eligible facilities and infrastructure in the Project and Financing Plan, including debt issued or undertaken by the City; and

WHEREAS, the Board has identified facilities and infrastructure projects eligible under the Project and Financing Plan, as further described in Exhibit A hereto (the *Projects*), and such Projects are eligible for cost reimbursement from the Tax Increment Fund (as detailed in the Creation Ordinance); and

WHEREAS, it is anticipated that the City Council will authorize the issuance of its "City of Kyle, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series

2022" in an amount not to exceed \$8,000,000 (the *Certificates of Obligation*) to finance the costs of the Projects; and

WHEREAS, the Board desires to authorize the use of certain revenues in the Tax Increment Fund for the repayment of the annual debt service on the Certificates of Obligation and has presented the City Council with a resolution (the *TIRZ #2 Resolution*) evidencing the Board's desire and agreement to reimburse the City; and

WHEREAS, the Board, in the TIRZ #2 Resolution, (i) determined that the Projects detailed in Exhibit A thereto and associated infrastructure improvements are eligible projects under the Project and Financing Plan and eligible for cost reimbursement from the Tax Increment Fund; (ii) authorized the use of certain revenues in the Tax Increment Fund to finance the costs of the Project, including reimbursing the City on an annual basis in an amount sufficient to allow the City to repay the annual debt service and expenses on the Certificates of Obligation until their stated maturity; and (iii) fully and completely accepted its commitment, responsibility, and financial obligation to the City which is created and established under the TIRZ #2 Resolution and agreed to fully reimburse the City for all debt service payments and expenses due on the Certificates of Obligation on an annual basis from the property tax revenue revenues in the Tax Increment Fund; and

WHEREAS, the City Council recognizes and concurs with certain findings related to the Project and financing thereof as detailed in Section 1 of this Resolution; and

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

SECTION 1. <u>Findings</u>. The City Council hereby finds that:

(a) expediting the design and construction of the Projects and associated infrastructure improvements will accelerate and stimulate economic development activities in the City;

(b) accelerated economic development activities will result in attracting major employers and creating good paying jobs for the residents of the City;

(c) expedited design and construction of the Projects and associated infrastructure improvements will enhance and complement three major capital improvement projects that are underway for the benefit of TIRZ #2 (Uptown Center Park, Uptown Cultural Trails, and the Heroes Memorial Park);

(d) should the design and construction of the Projects and associated infrastructure improvements be not expedited, then the accelerated positive economic benefits to the residents, businesses, and the City will be significantly delayed with adverse impacts;

(e) it is the full and complete financial responsibility and obligation of the Board and TIRZ #2 to reimburse the City for all debt service payments and expenses due on the Certificates of Obligation on an annual basis until their stated maturity from the revenues in the Tax Increment Fund; and

(f) the recitals are hereby found to be true and correct and are hereby adopted by the Board and made a part hereof for all purposes as findings of fact.

SECTION 2. Acceptance of Use of Certain Revenues in the Tax Increment Fund.

The City Council hereby authorizes the acceptance of the Board's commitment, responsibility, and financial obligation to reimburse the City with certain revenues in the Tax Increment Fund to finance the costs of the Project, including reimbursing the City on an annual basis in an amount sufficient to allow the City to repay the annual debt service and expenses on the Certificates of Obligation until their stated maturity.

SECTION 3. Resolution Adoption Authorization.

This Resolution is hereby adopted in compliance with the requirements set forth in the rules of order as applicable and granted to the Board under the Creation Ordinance.

SECTION 4. Open Meetings.

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 5. Effective Date.

This Resolution shall take effect from and after the date of its passage. 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 City Council hereby declares that this Resolution would have been enacted without such invalid provision.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this the 21st day of June, 2022.

CITY OF KYLE, TEXAS

ATTEST:

Mayor

City Secretary City of Kyle, Texas

EXHIBIT A

Projects

Description of Transportation Improvements

The Transportation Improvements consist of the design, construction, and installation the following roadway, trail, and streetscape improvements and associated infrastructure improvements:

- Avenue "A" Street Extension and associated utilities from Burnham to 1626, including raised paver table road section between Burnham & Everett, and a raised paver table intersection at Cromwell & Avenue "A";
- (ii) Cromwell Road Extension and associated utilities from Avenue "A" to existing roundabout;
- (iii) Heroes Park Drive Extension and associated utilities from Cromwell to 1626;
- (iv) Cultural Trail & Streetscape;
- (v) Avenue "A" Streetscape (Lights/Landscape only) from Burnham to Cromwell (southside), consistent with the attached street section diagram;
- (vi) Cromwell Street Streetscape (Lights/Landscape only) from Avenue "A" to existing roundabout (westside), consistent with the attached street section diagram;
- (vii) Enhanced Safety at Kohler's Crossing/Cromwell intersection (Pedestrian Crossing/Streetlight);
- (viii) PEC direct costs applicable to new roadway construction; and
- (ix) Restaurant Pad Parking and Streetscape.



Moving Forward Resolution -Certificates Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consideration and approval of a resolution approving the City's plan of finance pertaining to the contemplated issuance of obligations to be designated as "City of Kyle, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2022"; Authorizing City staff and the City's financial advisor and bond counsel to proceed with this plan of finance; and Authorizing other matters related to the foregoing. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

Moving Forward Resolution - Certificates

RESOLUTION NO.

A RESOLUTION APPROVING THE CITY'S PLAN OF FINANCE TO THE CONTEMPLATED PERTAINING ISSUANCE OF **OBLIGATIONS TO BE DESIGNATED AS "CITY OF KYLE, TEXAS** COMBINATION TAX AND LIMITED PLEDGE REVENUE **CERTIFICATES OF OBLIGATION, SERIES 2022"; AUTHORIZING** CITY STAFF AND THE CITY'S FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED WITH THIS PLAN OF FINANCE; AND AUTHORIZING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the City Council (the *City Council*) of the City of Kyle, Texas (the *City*) has the legal authority pursuant to laws of the State of Texas to issue certificates of obligation (the *Certificates*) for various purposes, including (i) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto, (ii) designing, constructing, renovating, improving, and equipping the City's parks and recreational facilities, and (iii) the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements (collectively, the *Project*); and

WHEREAS, the City has previously retained SAMCO Capital Markets, Inc., San Antonio, Texas (the *Financial Advisor*) and Norton Rose Fulbright US LLP, Austin, Texas (*Bond Counsel*), as its financial advisor and bond counsel, respectively, relating to the proposed issuance of any debt; and

WHEREAS, on this date the Financial Advisor has presented a plan of finance (the *Plan* of *Finance*) describing a methodology to finance the capital improvements described above, among other matters; and

WHEREAS, the City Council authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director, City Secretary, and the City Attorney, as appropriate, or their designees, to consult and assist the Financial Advisor and Bond Counsel in the preparation of the required financing documents relating to the sale of the Certificates; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Financial Advisor is hereby authorized to coordinate the sale of the Certificates by the City with the City staff and Bond Counsel, to apply for and facilitate the acquisition of a municipal bond insurance policy, if any, concerning the repayment of debt service on the Certificates, to apply for and receive ratings on the Certificates from national rating services, if any, and to otherwise coordinate the financial aspects relating to this transaction to ensure that the City's sale of the Certificates is accomplished in the most efficient and advantageous manner available, given then-prevailing market conditions, and to comply with all regulations and rules promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rule Making Board.

SECTION 2. The Financial Advisor and Bond Counsel will assist the City staff in the preparation of the disclosure documents to be used in connection with the negotiated sale, or financial institution in a competitive private sale, of the Certificates.

SECTION 3. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager Finance Director, City Secretary, and the City Attorney, as appropriate, are authorized to consult and assist the Financial Advisor and Bond Counsel in the preparation of the required financing documents, including an ordinance authorizing the issuance of the Certificates, such ordinance to be formally approved at a future meeting of the City Council.

SECTION 4. 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 City Council.

SECTION 5. All ordinances and resolutions of the City, 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 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 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 City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. 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 9. 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 21st day of June, 2022.

CITY OF KYLE, TEXAS

ATTEST:

Mayor

City Secretary

(CITY SEAL)



Moving Forward Resolution -Bonds Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consideration and approval of a resolution approving the City's plan of finance pertaining to the contemplated issuance of obligations to be designated as "City of Kyle, Texas General Obligation Bonds, Series 2022"; Authorizing City staff and the City's financial advisor and bond counsel to proceed with this plan of finance; and Authorizing other matters related to the foregoing. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

Moving Forward Resolution - Bonds

RESOLUTION NO.

A RESOLUTION APPROVING THE CITY'S PLAN OF FINANCE PERTAINING TO THE CONTEMPLATED ISSUANCE OF OBLIGATIONS TO BE DESIGNATED AS "CITY OF KYLE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2022"; AUTHORIZING CITY STAFF AND THE CITY'S FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED WITH THIS PLAN OF FINANCE; AND AUTHORIZING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the City Council (the *City Council*) of the City of Kyle, Texas (the *City*) has the legal authority pursuant to laws of the State of Texas to issue general obligation bonds (the *Bonds*) for various purposes, including (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 purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements, as approved by the voters at an election held on November 3, 2020 (collectively, the *Project*); and

WHEREAS, the City has previously retained SAMCO Capital Markets, Inc., San Antonio, Texas (the *Financial Advisor*) and Norton Rose Fulbright US LLP, Austin, Texas (*Bond Counsel*), as its financial advisor and bond counsel, respectively, relating to the proposed issuance of any debt; and

WHEREAS, on this date the Financial Advisor has presented a plan of finance (the *Plan of Finance*) describing a methodology to finance the capital improvements described above, among other matters; and

WHEREAS, the City Council authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director, City Secretary, and the City Attorney, as appropriate, or their designees, to consult and assist the Financial Advisor and Bond Counsel in the preparation of the required financing documents relating to the sale of the Bonds; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Financial Advisor is hereby authorized to coordinate the sale of the Bonds by the City with the City staff and Bond Counsel, to apply for and facilitate the acquisition of a municipal bond insurance policy, if any, concerning the repayment of debt service on the Bonds, to apply for and receive ratings on the Bonds from national rating services, if any, and to otherwise coordinate the financial aspects relating to this transaction to ensure that the City's sale of the Bonds is accomplished in the most efficient and advantageous manner available, given thenprevailing market conditions, and to comply with all regulations and rules promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rule Making Board. SECTION 2. The Financial Advisor and Bond Counsel will assist the City staff in the preparation of the disclosure documents to be used in connection with the negotiated sale, or financial institution in a competitive private sale, of the Bonds.

SECTION 3. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director, City Secretary, and the City Attorney, as appropriate, are authorized to consult and assist the Financial Advisor and Bond Counsel in the preparation of the required financing documents, including an ordinance authorizing the issuance of the Bonds, such ordinance to be formally approved at a future meeting of the City Council.

SECTION 4. 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 City Council.

SECTION 5. All ordinances and resolutions of the City, 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 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 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 City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. 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 9. 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 21st day of June, 2022.

CITY OF KYLE, TEXAS

ATTEST:

Mayor

City Secretary

(CITY SEAL)



Reimbursement Resolution

Meeting Date: 6/21/2022 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

Reimbursement 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 a public safety facility, specifically a new police station and emergency operations center in the City, (b) planning, designing, constructing, improving and equipping of, and acquisition of real property for, parks in the City, and (c) 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 \$47,000,000 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, on August 17, 2020, the Issuer previously declared its expectation to reimburse such prior expenditures related to the Project with proceeds of the Obligations (the *Original Reimbursement Resolution*);

WHEREAS, because of a scrivener's error concerning the scope of the Project, the Original Reimbursement Resolution did not appropriately reflect the total amount of the Obligations to be issued as approved by the Governing Body;

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 memorialization of the Issuer's previously declared intention 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 of the Original Reimbursement Resolution (attached hereto as Exhibit A)) 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 21st day of June, 2022.

CITY OF KYLE, TEXAS

ATTEST:

Mayor

City Secretary

(CITY SEAL)

Signature page to the Reimbursement Resolution

EXHIBIT A

[insert prior reimbursement resolution and Official Minutes from August 17, 2020 meeting]



CITY OF KYLE, TEXAS

Verdunity Proposal and Budget for the City's Comprehensive Plan Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consider and possible action on a proposal from Verdunity, Inc. for Professional Services for the Comprehensive Plan Update and to authorize the City Manager to execute a contract in an amount not to exceed \$300,000.00. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

Kyle-CompPlan&UDC-ProposalV2_06.16



June 16, 2022

Will Atkinson Senior Planner City of Kyle, Texas

Reference: Proposal for Professional Consulting Services - Comprehensive Plan & Update of Existing Code

Mr. Atkinson,

Thank you for selecting the Verdunity team to partner with you on your comprehensive plan update and update to your existing code. Per your request, we are pleased to submit this revised scope and fee proposal for your consideration. Details of our proposal are outlined below.

PURPOSE AND NEED

This is a critical time for Kyle. As a community poised for growth and expansion, you are experiencing the opportunities and challenges that come with a rapid infusion of residents and businesses. Where, when, and how you develop over the next 10-20 years will have a direct impact on the long-term vitality and affordability of your community. A successful planning effort will ask the hard questions and push the community to come together around solutions that are inspiring, but realistic.

The City has selected Verdunity's team to develop a fiscally based comprehensive plan and implementation program to proactively plan for these gaps and guide growth in a manner that will make Kyle a vibrant, prosperous place for current and future generations. Verdunity is a Texas-based, award-winning consulting firm with innovative approaches we've developed to address challenges we've seen cities dealing with as they struggle to implement current plans. We are committed to helping you grow in a manner that is fiscally sustainable, inclusive, and resilient, and our implementation philosophy prioritizes making meaningful progress right now, with the resources you have.

PROPOSED APPROACH

Our approach is a hybrid between a strategic plan, a comp plan, and incremental action plan that leverages Verdunity's land use fiscal analysis process to align your vision, policies, budget, and actions with what your citizens are willing and able to pay for – now and in the future. Our land use fiscal assessment process will help city leaders and residents to better understand the relationship between growth and development patterns, property tax revenues, and long-term infrastructure and service costs – including understanding how to generate additional tax revenue without having to raise the tax rate. This information can be used to inform future land use and zoning decisions, economic development and housing incentives, capital improvement programs, service delivery optimization efforts, grant applications, and more. Our project website will serve as both a community education platform and the backbone of our engagement and plan development process.

The final plan deliverable will include updated vision, identity, and guiding principles; a section on the economics of land use; community snapshot (existing conditions, including the land use fiscal analysis baseline and engagement summary); new components for Land Use & Growth Management and Housing & Neighborhoods; a framework to reference and connect previously completed plan for mobility, parks, facilities, and economic development; and and implementation program.



A detailed outline of the scope and deliverables is included as **Attachment A**.

SCHEDULE

The work outlined above will be completed within **12-14 months** after receiving notice to proceed. A more detailed schedule by project phase is included as **Attachment B**.

YOUR INVESTMENT

We believe investing in quantifying and communicating the fiscal impacts of development decisions and developing a community-wide effort to develop responsibly is one of the most productive and high-returning investments a community can make. Community leaders will gain clarity about the relationships between development, revenue and costs and have tools to make more informed decisions, but more importantly, the city could potentially save millions in infrastructure costs and incentives and increase revenues from current and future development without necessarily having to raise the tax rate.

We are proposing to complete the work described in the Scope of Services for a **total lump sum fee** of \$300,000 broken out as follows.

PHASE	TOTAL
1. Launch & Assess	\$83,000
2. Explore	\$77,00
3. Organize	\$74,000
4. Prioritize	\$43,000
5. Adopt & Implement	\$14,000
TOTAL	\$300,000

Invoices will be sent monthly based on completion of deliverables as outlined in this proposal. Final payment will be due once deliverables, checkpoints and tasks for each month have been completed and submitted to the City.

Monthly progress reports will be submitted via email summarizing work completed and any critical items requiring staff assistance.

TERMS OF ENGAGEMENT

This proposal is valid for a period of 45 days from the date of this proposal. This information was prepared specifically for the City and its designated representatives and may not be provided to others without Verdunity's written permission. Work will be completed using the City's standard contract terms. Acceptance of this proposal indicates the City's review and understanding of the scope of services, fee and terms. We are prepared to begin work as soon as we receive an electronic copy of the executed agreement and written notice to proceed (email is acceptable).

If you have any questions about this proposal, please give me a call at 214-425-6720 or email me at <u>kevin@verdunity.com</u>. We look forward to the opportunity to partner with you to craft a plan that is technically sound, that can be implemented with the resources you have today, and that will be both adaptable and lasting.



Respectfully Submitted,

VERDUNITY, Inc.

Texas Registered Engineering Firm F-13496

FEVIN STAPHERD

Kevin Shepherd, P.E. Founder & CEO Accepted By:

CITY OF KYLE

Ву

Name & Title

Attachment A – Scope of Services Attachment B – Project Schedule Date



ATTACHMENT A – SCOPE OF SERVICES Comprehensive Plan Update City of Kyle, Texas

BASIC SERVICES

PROJECT INITIATION, MANAGEMENT AND ENGAGEMENT

Primary Objective(s): This phase covers project setup, management and communication, and community engagement efforts that will run through the duration of the project.

Project Initiation – VU will prepare documents and coordinate project setup and progress with Staff and internal team members. Subtasks will include:

- Internal project setup and kickoff meeting
- Kickoff coordination call with Staff (via Zoom)
- Prepare and submit data request for information from City

Community Engagement – VU will work with staff to develop and execute a community engagement strategy for the duration of the project, including a project website, email newsletters, , and several in-person and virtual engagement events spread over the duration of the project. City staff will identify 8-12 members of the community to serve as a Comp Plan Advisory Committee (CPAC) that will assist in reviewing drafts and sharing information about the plan with the community. Additional engagement activities connected to specific phases of the project are outlined in other tasks. Subtasks will include:

- Project website VU will partner with CivicBrand to create a standalone URL for the project and set up and maintain a project website that serves as the central hub for capturing and distributing information for the project.
 - o Monthly updates
- Email newsletters Monthly email updates will be sent to an email list of people who are interested in keeping up with the project.
- Social media (by City) As a company policy, we do not get directly involved with social media, and rely on the City to handle this aspect of engagement. Information provided for the website, emails, and other engagement efforts (such as survey links) will be shared with Staff so it can be distributed via the city's media channels.

Project Management – VU's Project Manager will coordinate tasks, deliverables, QC reviews, and invoicing on a monthly basis. Subtasks will include:

- Subconsultant management and coordination
- Regular coordination meetings with internal team members
- Monthly coordination videocalls with internal team and client
- Review and update deliverables and internal work assignments (monthly)
- Prepare and submit monthly progress reports via email
- Prepare and submit invoices

1.0 PHASE 1 – ASSESS (VISION AND GUIDING PRINCIPLES)

Primary Objective(s): In this phase, our team will lead the community through the process of vetting the community's vision, core values, and desired outcomes and explaining how land use regulations, mobility infrastructure, economic development policies, and budgeting all need to work together to cultivate a prosperous, equitable, and resilient community.

- **Survey # 1: Community Baseline Assessment** VU will distribute an online survey based off Quint Studer's Vibrant Community Blueprint to get an initial baseline assessment of how the community feels the city is doing across 10 elements that make up a vibrant community. Results will be included in engagement summary.
- Data Collection, Review, and Organization VU will review available data, existing plans and policies, and built conditions and organize it for use in existing condition assessments.
- **TRIP 1 (Community Kickoff)** VU team will visit Kyle to participate in two full days of kickoff discussions. Subtasks will include:
 - Trip Preparation (Agendas, slides, maps, etc.)
 - Day One & Two Agendas to include time with staff, tour, media, officials, & public. Activities will align with finalized engagement plan.
- **Stakeholder Interviews:** VU will conduct up to 8 hours of Zoom interviews with key stakeholder groups and individuals. City staff will be responsible for identifying the people to be interviewed and facilitating the signing up for interview slots by those identified. Results will be included in engagement summary.
- Land Use Fiscal Assessment: VU will complete a parcel level, GIS-based assessment of the fiscal performance of the city's development model. This information along with context from other communities will be used to communicate the fiscal impacts of development patterns, including property tax revenues, general fund service costs, infrastructure liabilities, housing affordability, and return on taxpayer investment. Subtasks will include:
 - Budget assessment
 - Population and annexation history
 - Street infrastructure liability estimates
 - Property tax revenue/acre mapping
 - General fund cost mapping
 - Net/acre modeling for current budget and budget plus projected costs
 - Analysis of results for land use and zoning categories.
 - Prepare summary presentation
- **Existing Conditions Assessment** VU will organize all data analysis and input received and summarize existing conditions for the following elements of the plan:
 - Current plans, policies, and projects
 - Demographics and population (past, current, and projected)
 - Land use and zoning
 - Housing and neighborhoods
 - Mobility and connectivity (reference information from most recent transportation plan documents)
 - Parks and natural resources (reference information from most recent park master plan documents)

VERDUNITY



- Survey # 2: Guiding Principles VU will prepare an online survey to get community input on community values, strengths, challenges, and opportunities. Results will be included in engagement summary.
- **Draft Guiding Principles and Plan Outline** VU will prepare guiding principles and a working outline for the Plan. The plan outline will include an outline of the plan chapters and subsections as well as an InDesign template reflecting the proposed graphic design for the final Plan.
- Virtual CPAC/P&Z Workshop (Guiding Principles) VU will prepare for and facilitate a virtual meeting with the CPAC and/or P&Z to review and finalize the guiding principles and plan outline.

2.0 PHASE 2: EXPLORE (SCENARIO EVALUATION AND PREFERRED LAND USE & GROWTH MANAGEMENT PLAN)

Primary Objective(s): This phase will be focused on conducting more in-depth engagement and assessment efforts to evaluate and explore potential growth opportunities and priorities. Community preferences will be organized into a draft future land use plan and complementary maps for neighborhoods, mobility, and parks and public space.

- Final Guiding Principles and Plan Outline VU will incorporate comments received from P&Z and finalize guiding principles, along with updating the plan outline.
- Supplementary Data Collection VU will review assessment needs, compare with data received, and coordinate with staff to collect any additional data that is needed to support the emerging concepts for the plan. Where data is not available, VU will work with staff to identify an appropriate method for presenting the concept and recommendations.
- Website Mapping Tool VU will coordinate with CivicBrand to set up mapping tools on the project website to capture location-based input from the community on areas they like and avoid in the city, specific areas of concern, and opportunities. The mapping tool will capture citywide feedback as well as input at the neighborhood level.
- **Community Snapshot (Baseline and Goals)** VU will organize all data analysis and input received in previous tasks and develop a summary of existing conditions, goals, and barriers to success for the following elements of the plan:
 - Current plans, policies, and projects
 - Demographics and population (past, current, and projected)
 - Budget and land use fiscal analysis (including land use and zoning)
 - Housing and neighborhoods (including Downtown)
 - Mobility and connectivity reference and summarize data from most recent transportation plan
 - Parks and natural resources reference and summarize data from most recent park master plan
 - Community commerce (economic, workforce, and local business ecosystem development)

 reference and summarize information from most recent market studies and/or economic development strategic plan documents

Page 3



- TRIP 2 (Future Land Use, Neighborhood Framework, and Growth Scenario Development) VU team will visit Kyle to participate in two full days of engagement activities and work sessions with staff, CPAC, P&Z, and Council to refine the FLUM, growth management, and neighborhood framework. Subtasks will include:
 - Trip Preparation (Agendas, slides, maps, etc.)
 - Day One and Two Agendas to include time with staff, media, officials, & public. Includes Workshop with CPAC/P&Z. Activities will align with finalized engagement plan.
- **Preliminary Future Land Use Map** VU will use input collected to prepare a preliminary version of the Future Land Use Map (FLUM) and work with Staff to refine prior to sharing with P&Z.
- Growth Scenarios VU will prepare two growth scenarios to accompany the FLUM. One will be based on continuing current development trends and the second will be based on prioritizing fiscal sustainability and affordability.
- **Draft Plan: Introduction Chapter** VU will continue to prepare the introduction chapter, which will include introductory text (purpose of the plan, how to use it, etc), guiding principles, community snapshot, and the land use fiscal assessment baseline.
- Virtual CPAC/P&Z Workshop (Intro Chapter and Land Use/Growth Management) VU will prepare for and facilitate a virtual meeting with the CPAC and/or P&Z to review assessment results and get input on the preliminary FLUM and growth scenarios.

3.0 PHASE 3: ORGANIZE (PREPARE THE DRAFT PLAN)

Primary Objective(s): This phase consists of organizing information and preparing a full draft of the Plan with all chapters and subsections.

- **Prepare updated (final) outline for the document** VU will incorporate input into a final outline document that will be used to prepare the plan.
- **Organizational Components** VU will prepare text for two organizational components of the plan to include Land Use & Growth Management and Housing & Neighborhoods. *Information on mobility, parks and recreation, economic development, and facilities will be referenced from the most recent adopted plans.*
- **FLUM and Growth Scenarios** VU will prepare for and facilitate a meeting with the P&Z to get input on the FLUM and growth scenarios.
- **TRIP 3 (Preferred Growth Scenario)** VU team will visit Kyle to participate in two full days of workshops focused on refining the FLUM and growth management strategy. Subtasks will include:
 - Trip Preparation (Agendas, slides, maps, etc.)
 - Day One & Two Agendas to include time with staff, media, officials, & public. Activities will align with finalized engagement plan.
- Implementation Brainstorming VU will work with staff, P&Z, and the community to build an initial list of implementation suggestions using meetings, activities, and online tools.



4.0 PHASE 4: PRIORITIZE (PREPARE FINAL PLAN AND IMPLEMENTATION PROGRAM)

Primary Objective(s): This phase consists of incorporating final comments and preparing the final deliverables for adoption.

- **Draft Plan: Full Plan Document** VU will prepare a full formatted draft of the entire plan document for final review.
- **TRIP 4 (Implementation)** VU team will visit Kyle to participate in one full day of engagement activities and work sessions to refine the implementation program. Subtasks will include:
 - Trip Preparation (Agendas, slides, maps, etc.)
 - Day One Agenda to include time with staff, media, officials, & public. Includes a final workshop with CPAC/P&Z. Activities will align with finalized engagement plan.
- Implementation Tools VU will develop a document (table or spreadsheet) that can be posted on the client's website and updated periodically by staff to summarize and communicate progress.

5.0 PHASE 5: ADOPT AND IMPLEMENT

Primary Objective(s): This phase includes the formal process for adoption of the plan and efforts to kick off implementation.

- Final Plan Refinement VU will incorporate input into the plan document and finalize all deliverables.
- Adoption VU will present the final plan and recommendations to the appropriate groups to get the plan formally adopted, including P&Z and City Council.
- **TRIP 5 (Adoption of Comprehensive Plan)** VU team will make a one day trip to present the final product to P&Z and City Council for hearing & adoption. If required, additional meetings can be attended virtually.

OPTIONAL (ADDITIONAL) SERVICES

The first year after a plan is adopted is critical – especially the first few months. The following services are additional tasks we would welcome the opportunity to assist the City with to help transition into implementation. Budget for these services is not included in the proposed fee, but if the City would like to consider these services at a later date, we would be happy to discuss.

Implementation Dashboard – Tracking and communicating progress on implementation of a new comprehensive plan is something most elected officials and citizens want and expect. Once the plan is complete, if desired VU can work with the city to develop an online dashboard and reporting templates that can be used to measure and communicate progress.

Community Summit – A summit with city leaders and the community is a great way to celebrate completion of the plan and officially kick off implementation. If the City elects to do this, Verdunity can prepare and facilitate a full-day summit for the community and key implementation partners that

Page 5



will include presentations summarizing the plan along with a series of coaching sessions for various roles to ensure successful rollout and implementation.

Stand Alone Downtown Plan – A vibrant downtown is critical to a healthy community. The base scope outlined above will incorporate some general input and suggestions for Downtown into the Comprehensive Plan as they relate the Future Land Use Map, Mobility, and Neighborhood elements, but a more detailed plan may be needed to guide and focus branding, development, programming, and investment activities in the Downtown. If desired, this same team can assist in developing a more robust Downtown Plan that can be inserted into the overall document or completed as a standalone process and document at a later date.

Code Diagnostic and Revisions/Update to Unified Development Code– Oftentimes with a rollout of a new Comprehensive Plan there will be disconnects with the existing development codes and design standards. If desired, this same team can assist the City with completing a code diagnostic and associated amendments or rewrites of the UDC.

Development Fiscal Impact Analysis (DFIA) Tool – One of the recommendations coming out of a fiscally-based Plan like the one being proposed will be to develop and utilize a set of tools to evaluate the fiscal impact of proposed development and capital improvement projects. Upon completion of the Plan, Verdunity can work with staff to build customized input, analysis, and reporting tools that can be used to communicate the impacts of projects on critical fiscal metrics to aid in Council decisions and budgeting.

On-Call Implementation Support – Our team wants to make sure the recommendations in the plan are implemented and understands that sometimes staff won't have the capacity to continue driving things forward. As such, our team can be available to staff on an on-call retainer type basis to answer questions, provide additional resources, and execute certain implementation tasks as directed by staff.

ATTACHMENT B – DETAILED SCHEDULE

Comprehensive Plan & Unified Development Code Update - City of Kyle, Texas

The work outlined in the Scope of Services will be completed within 12-14 months after receiving notice to proceed. The following schedule is based on a 12 month timeline for the Basic Services tasks and deliverables. Up to 2 additional months may be required dependent on scheduling around holidays and availability of staff, P&Z, and Council for reviews and meetings.

Phase	Approximate Month of Completion	To Be Invoiced (Proj Mgmt + Ongoing Engagement)	Deliverable(s)	Important Checkpoints & Tasks	Client Responsibilities	To Be Invoiced (Tied to Deliverables & Checkpoints)	Total Amount to be Invoiced
1: Launch & Assess	June (setup & launch)	\$3,000	 Data Request Community Survey #1 (draft) Plan Outline V1 Agenda & outline of needs for Trip 1 	 Data request status & data-specific clarification Kickoff Call w staff Discussion of plan outline Establish standing monthly video call Discussion/refinement of engagement plan 	 Prompt & complete response to data request, outline, and drafted survey questions Attendance and participation in kickoff call and monthly coordination calls Prompt clarification or decisions when requested 	\$3,000	\$6,000 on 7/1
	July	\$4,000	 Plan Outline V1 Agenda & outline of needs for Trip 1 Engagement Plan Community Survey #1 (final) Community Survey #2 (draft) 	 Trip 1 – Community Kickoff (2 days) Provide presentation slides & other materials used at conclusion of trip Discussion/refinement of engagement plan Updates/previews of website Survey progress LUFA progress & questions of clarification for client 	 Make arrangements for trip, including inviting appropriate contacts with 2-3 weeks' notice, arranging meeting places & related meals or refreshments, making staff available, advertising elements intended for public or specific audiences, providing supplies as needed Introductions to & assistance with local media & other local means of coverage Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, reserving and setting up rooms for events, posting the events in accordance with Texas statutes, promoting survey 1 Compiling all information/responses collected through the survey and other online posts & providing to consultant Prompt & complete response to any questions or decisions request as part of website, engagement plan, LUFA, & drafted survey questions Attendance and participation in monthly coordination calls 	\$25,000	\$29,000 on 8/1

	August	\$4,000	 Survey #1 Results Community Survey #2 (final) 	 Updates on progress of existing conditions Provide presentation slides used in community meeting & joint work session at conclusion of events Updates/previews of plan layout Completion of project website, ongoing updates Preliminary results of LUFA 	 Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, reserving and setting up rooms for events, posting the events in accordance with Texas statutes, promoting survey 2 Compiling all information/responses collected through the survey and other online posts & providing to consultant Selecting subjects for interviews according to capacity of consultant, & distributing information about how they can sign up for interview slots Prompt & complete response to any questions or decisions request as part of website, engagement plan, LUFA, & drafted survey questions Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested 	\$20,000	\$24,000 on 9/1
	September	\$4,000	 Survey #2 Results Engagement Summary Document Final LUFA Baseline 	 Updates on interviews & coordination (consultant to handle once information about interview slots is distributed) Ongoing summary of interviews Interview notes Finalizing of LUFA Virtual CPAC/PZ workshop to refine guiding principles (with committee) Ongoing website updates 	 Prompt & complete response to any questions or decisions request as part of website, engagement plan, guiding principles Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, promoting website and social media. Compiling all information/responses collected through the survey and other online posts & providing to consultant 	\$20,000	\$24,000 on 10/3
2: Explore	October	\$4,000	Final Guiding Principles	 Finalizing of guiding principles Formulation & discussion about FLUM and land use categories Updates on modifications to plan outline & graphic layout Formulation & ideas around website mapping tool Ongoing website updates 	 Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, reserving and setting up rooms for events, posting the events in accordance with Texas statutes, promoting website and social media Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested 	\$20,000	\$24,000 on 11/1
	November	\$4,000	•	 Trip 2 – Growth & Future Land Use (3 days) Provide presentation slides & other materials used at conclusion of trip Finalizing of plan outline & graphic layout Creation, updates & previews on progress of intro and snapshot components Ongoing website updates 	 Prompt & complete response to any questions or decisions requested as part of land use tasks Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, promoting website and social media 	\$25,000	\$29,000 on 12/1
	December	\$4,000	Preliminary FLUM	 Refinement of FLUM and growth scenarios Creation, updates & previews on progress of intro, snapshot, and land use components Virtual CPAC/PZ workshop to refine guiding principles (with committee) Ongoing website updates 	 Prompt & complete response to any questions or decisions requested as part of FLUM Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested 	\$20,000	\$24,000 on 12/30

3: Organize	January	\$4,000	•	 Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, promoting website and social media Finalize preferred growth scenario (FLUM, categories, and growth sectors) Ongoing website updates Prompt & complete response to any questions or decisions requested as part of growth scenarios, land use and land use categories Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, reserving and setting up rooms for events, posting the events in accordance with Texas statutes, promoting website and social media 	\$17,000	\$21,000 on 2/1
	February	\$4,000	•	 Trip 3 – Preferred Growth Scenario (2 days) Provide presentation slides & other materials used at conclusion of trip Formulation & discussion around table of contents, text elements of land use and neighborhoods Formulation & ideas around website brainstorming tool Ongoing website updates Prompt & complete response to any questions or decisions requested as part of text elements Attendance and participation in monthly coordination calls Prompt clarification or decisions when requested Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, promoting website and social media Prompt provision of any graphics, photos, logos, and other material requested for the draft document 	\$25,000	\$29,000 on 3/1
	March	\$4,000	•	 Finalize FLUM, table of contents, text elements of land use and neighborhoods Finalize website brainstorming tool Ongoing website updates Review of implementation brainstorming list from website Prompt clarification or decisions when requested Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, reserving and setting up rooms for events, posting the events in accordance with Texas statutes, promoting website and social media 	\$20,000	\$24,000 on 3/31
4: Prioritize	April	\$4,000	Comprehensive Plan Draft	 Formulation & discussion of staff's suggestions for implementation Provide comprehensive plan draft for review Trip 4 - Implementation (1.5 days) Provide presentation slides & other materials used at conclusion of trip Ongoing website updates Provide presentation slides & other materials used at conclusion of trip 	\$20,000	\$24,000 on 5/1
	May	\$4,000	•	 Finalize implementation table Refinement of draft after comment period/discussions Ongoing website updates Attendance and participation in monthly coordination calls Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, promoting website 	\$15,000	\$19,000 on 6/1

					Handle any ordinances, scheduling, agendas, and other items related to adoption of comprehensive plan		
5: Adopt & Implement	June	\$4,000	Final print quality comprehensive plan document	 Prepare for plan adoption Discuss & brainstorm final presentations for adoption, related items (media, for ex) Ongoing website updates 	 Prompt & complete response to any questions or decisions requested as part of adoption process Prompt clarification or decisions when requested Execute engagement elements that include publicizing information to the community, advertising, utilizing city relationships, promoting website, promoting adoption Handle any ordinances, scheduling, agendas, and other items related to adoption of comprehensive plan Attendance and participation in monthly coordination calls 	\$10,000	\$14,000 on 6/30
	July	\$4,000	 P&Z Hearing City Council Hearings x2	 Provide presentation slides used at conclusion of hearings & community summit Trip 5 – Adoption (1 day) 	 Attendance and participation in monthly coordination calls Closeout assistance 	\$9,000	\$6,000 on 7/31

Items not listed above which are included in Project Management:

- Emails to public
- Monthly progress reports
- Invoices
- Workshop & meeting agendas
- Slides for meetings
- Workshop materials
- Meeting notes
- Supplementary data request (if consultant requires it)
- Summit materials

Note: deliverables and their associated timing is approximate. Circumstances outside of the project team's control may result in necessary delays and if so, these will be discussed in advance as part of the monthly project team meetings.



CITY OF KYLE, TEXAS

Everardo Rosales - Zoning (Z-22-0098) Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 5.4 acres of land from Agriculture 'A' to 'R-1-T' (Residential Townhouse 1) and approximately 4.6 acres 'RS' (Retail Services) for property located at 951 Windy Hill Road in Hays County, Texas. (Everardo Rosales - Z-22-0098) ~ *Amber Lewis, Assistant City Manager*

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

• Public Hearing

Other Information:	See attached.
Legal Notes:	N/A
Budget Information:	N/A

ATTACHMENTS:

Description

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

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

Vicinity Map



Site Description

The site is undeveloped and located at 1899 Six Creeks Blvd. It's currently in the Extra-Territorial Jurisdiction of the City of Kyle and is undergoing the annexation process. On all sides there is no zoning (except Six Creeks Blvd (Agriculture), and the adjacent residential to the southeast is in the ETJ (Blanco River Ranch Annexation and De-Annexation Agreement).



Zoning Map

Existing Zoning

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

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

Requested Zoning

Retail Services District "RS"

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

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

(Ord. No. 438, § 42(a), 11-24-2003)

Residential Townhouse District "R-1-T"

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

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

Conditions of the Zoning Ordinance

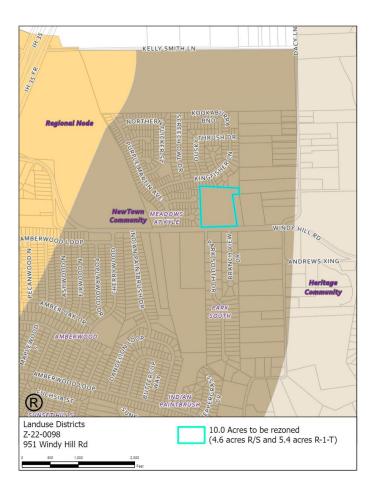
Sec. 53-1205 Amendments

(d)

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

(e)

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



Comprehensive Plan Text

The subject site is located within the "New Town" land use district. The "RS" & "R-1-T" zoning districts are a recommended in the "New Town" land use district.

New Town Community

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

New Town Community

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

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

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

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

Analysis

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

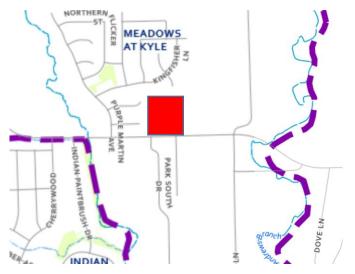
The 2019 comprehensive plan allows both the "RS" and "R-1-T" zoning districts as recommended. When zoning districts/uses are recommended, they generally will fit into the landscape or built environment without much issue. This can range from expected uses (Retail Services allows highway point of sale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

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

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



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



Vybe Trail Map – Location of Project in Red

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

Recommendation

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

Cedillos & Company

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

April 26, 2022

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

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

Dear Case manager:

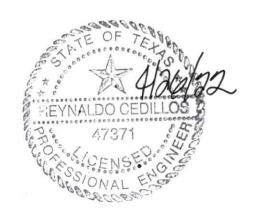
This application is for a zone change from A to R/S in the front of the property and R-1-T in the back. The property is located at 951 Windy Hill Dr. inside the Kyle city limits. The legal description is A0397 A Reuss Survey. Reference ID: R17614.

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

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

Sincerely Rev Cedillos, P.E.

reycedillos@aol.com



SURVEYORS NOTES



2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0290F, DATED SEPTEMBER 2, 2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 15-1379-S, DATED SEPTEMBER 14, 2015 PROVIDED BY OLD REPUBLIC TITLE INSURANCE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED OCTOBER 16, 2015 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS..

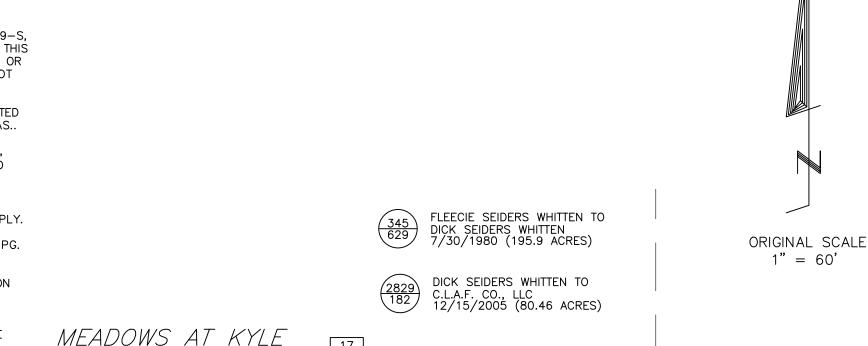
6. WATERLINE EASEMENT GRANTED TO GOFORTH WATER SUPPLY IN VOL. 1230 PG. 421, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, "THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND TWENTY FEET (20') IN WIDTH THE CENTER OF LINE THEREOF BEING THE ORIGINAL PIPE AS INSTALLED".

7. DRAINAGE EASEMENT GRANTED TO HAYS COUNTY VOL. 1177 PG. 174 DOES NOT APPLY.

8. TELEPHONE LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY VOL. 684 PG. 136 DOES NOT APPLY.

9. THERE ARE IMPROVEMENTS SUCH AS OLD BARNS AND INTERIOR FENCES LOCATED ON THIS PROPERTY WHICH ARE NOT SHOWN.

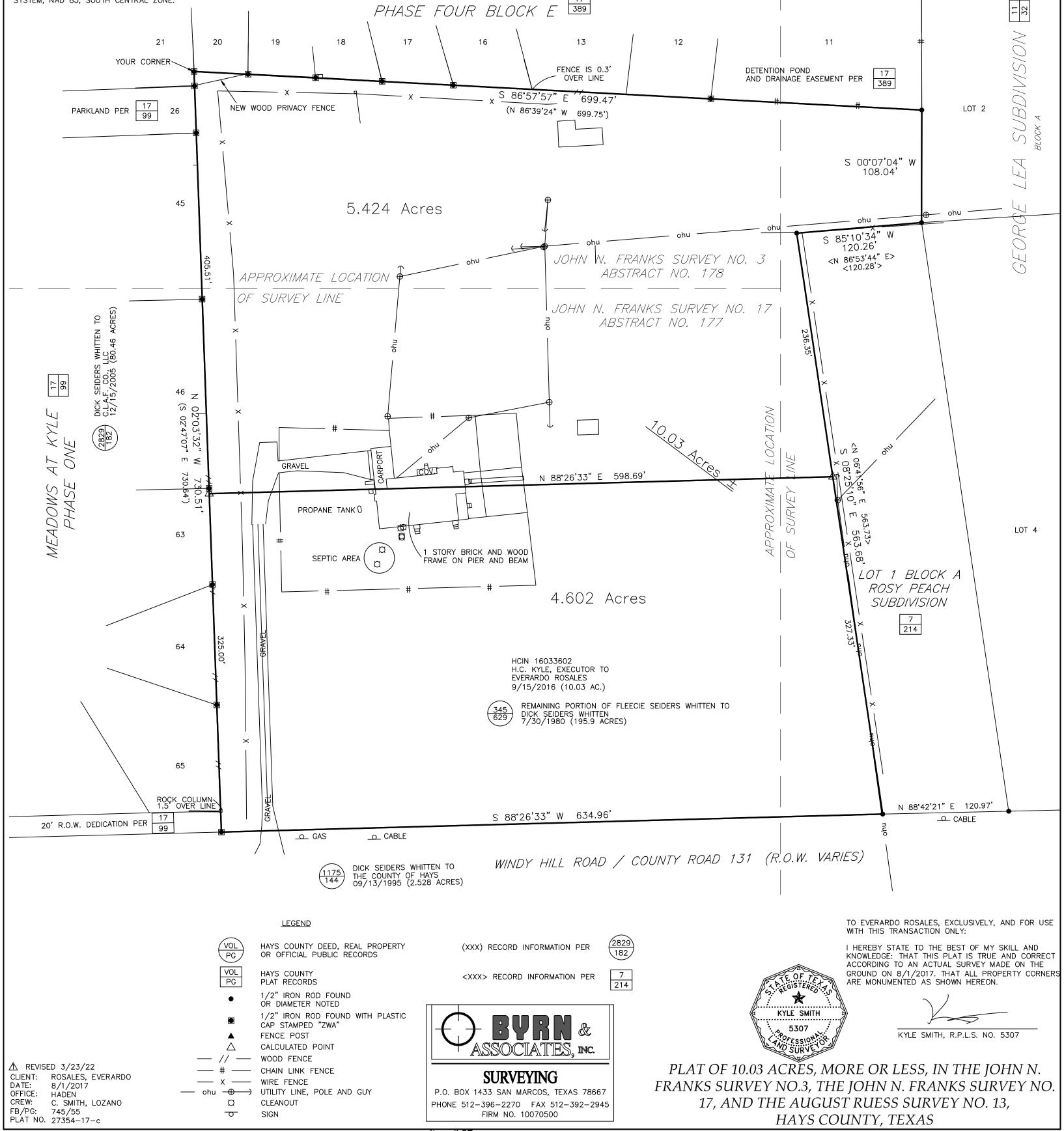
10. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.



17

389

LOT 1



LANDOWNER AUTHORIZATIONAND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION
Subdivision Name, Block, Lot, or legal description if not subdivided: A0397 PED55 SUPUET
of lots (if subdivided): # of acres: 10.03
Site APN/Property ID #(s): P17614
Location: KYLE TX County: HAYS
Location: <u>KYLE</u> , TX County: <u>HAYS</u> Development Name: <u>951WINDY HIU</u>
OWNER
Company/Applicant Name: EVERAPDO ROSALES
Authorized Company Representative (if company is owner):
Type of Company and State of Formation: NA
Title of Authorized Company Representative (if company is owner); OWNER.
Applicant Address: 1812 PATTON GIN STE 230, AUSTIN, TX 78758
Applicant Fax:
Applicant Phone: 512.749-4686

Applicant/Authorized Company Representative Email: EVEGARE@GMAIL.COM

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

I hereby designate <u>FET CED [UD5</u> (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the "City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

Date: 03-29-22 Owner's Signature

State of TEXMY County of HUMD

March 29, 2022

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

SHALON KINCAID Notary Public, State of Texas My Olimity Page 03-30-2022 ID No. 125808786

SWORN TO before me, this SUBSCRIBED AND day of March, 20 22. ublic's Signature My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: FEY CEDILLOS
Representative Address: RO Bax 50362, NOSTIN, TX 78763
Representative Phone: 5(2-363-680')
Representative Email: PEYCEDIMOS & AOL FOM
Representative's Signature: Date: 3/29/22
presenter ('(

NOTICE OF CONFIDENTIALITY RIGHTS:

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

SPECIAL WARRANTY DEED

. 2016 Date:

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

Grantor's Mailing Address:

118 North LBJ Drive San Marcos, Texas 78666 in Hays County

Grantee: EVERARDO ROSALES

Grantee's Mailing Address:

1812 Payton Gin, Suite 230 Austin, Texas 78758 in Travis County

Consideration:

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

Property (including any improvements):

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

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

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

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

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

STATE OF TEXAS COUNTY OF HAYS

This instrument was acknowledged before me on the day of day of 2000, 2016 by H.C. KYLE, III, in his capacity as Independent Executor of the Estate of Dick Seiders Whitten, Deceased.

- State of Texas

PREPARED IN THE LAW OFFICE OF:

§ § §

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

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



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

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

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

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

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

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

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

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

EXHIBIT "A" Page 1 of 2

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

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

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

> EXHIBIT "A" Page 2 of 2

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 5.4 ACRES OF LAND FROM AGRICULTURE 'A' TO 'R-1-T' (RESIDENTIAL TOWNHOUSE 1) & APPROXIMATELY 4.6 ACRES 'RS' (RETAIL SERVICES) FOR PROPERTY LOCATED AT 951 WINDY HILL ROAD IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 5.4 acres of land from Agriculture 'A' to 'R-1-T' (Residential Townhouse 1) & 4.6 acres 'RS' (Retail Services) for property located at 951 Windy Hill Road, Hays County, Texas and the property location map labeled 'Exhibit B'.

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

<u>SECTION 3</u>. The associated location of the property, per metes and bounds, is attached as 'Exhibit A'.

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by

the City Council of Kyle at a regular meeting on the _____day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this ______ day of ______, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

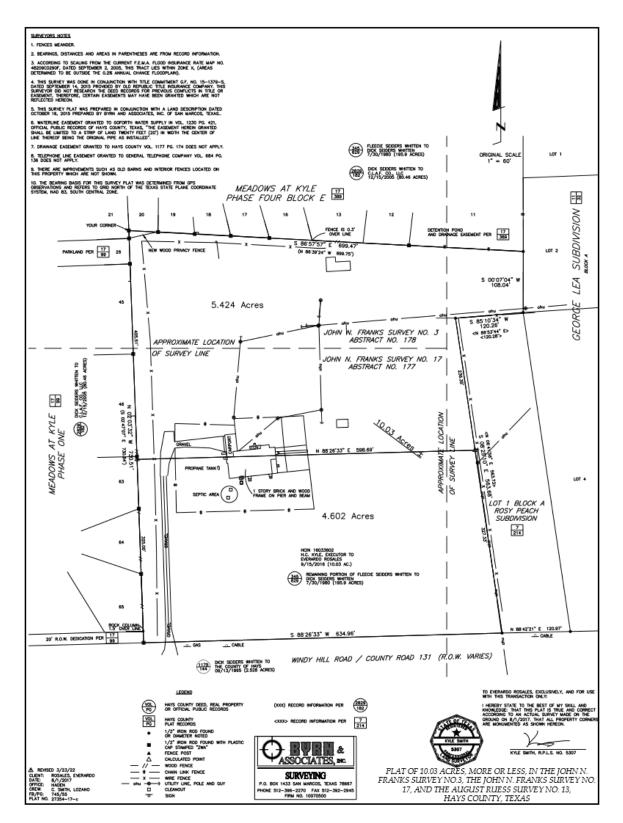
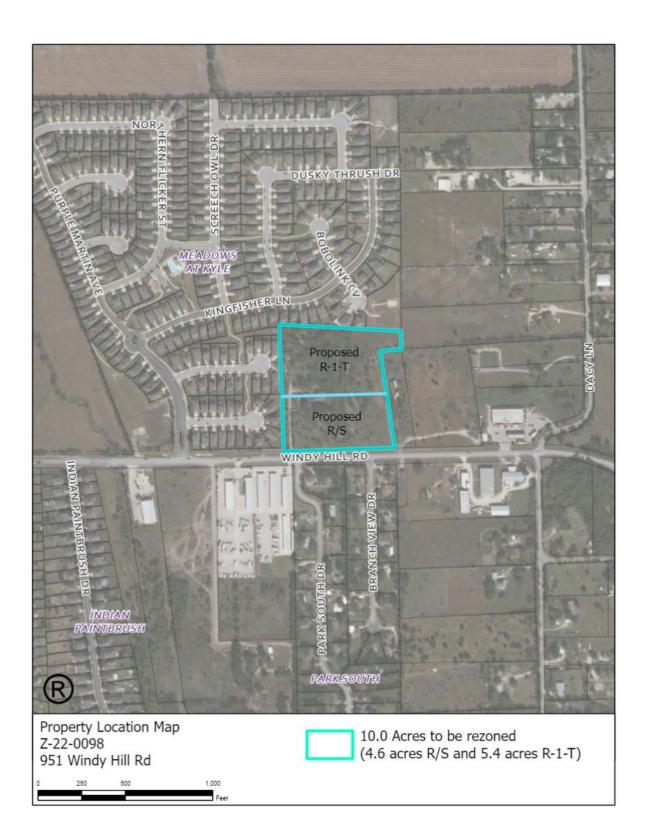


Exhibit B





CITY OF KYLE, TEXAS

FM RD 812, LLC - Zoning (Z-22-0100) Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 32.34 acres of land from Agriculture 'A' to Retail Service District 'RS' for property located at the north corner of E RR 150 & SH-21 in Hays County, Texas. (FM RD 812, LLC - Z-22-0100) ~ *Amber Lewis, Assistant City Manager*

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

• Public Hearing

Other Information:	See attached.
Legal Notes:	N/A
Budget Information:	N/A

ATTACHMENTS:

Description

- Staff Memo
- Request Letter
- Landowner Authorization Form
- Deed Deed
- D Survey
- D Franchise Tax Status Form
- D Zoning Ordinance

Property Location	North Corner of RR E 150 & SH-21, Kyle, Texas 78640
Owner	FM RD 812 LLC Mohammed Ahmad 1900 E Anderson Lane, Ste. 130 Austin, TX 78752
Agent	Stephen R. Jamison, P.E. Jamison Civil Engineering LLC 13812 Research Blvd, #B-2 Austin, TX 78750
Request	Rezone Approximately 32.34- Acre "A" (Agriculture) to "RS" (Retail Services)

Vicinity Map



Site Description

The site is located at the north corner of E RR 150 and SH-21 and across E RR 150 from a convenience store and fuel station. The parcel is currently zoned "A" (Agriculture) and consists of approximately 102-acres of which approximately 32.34-acres is requested to be rezoned. The 32-34 acres is undeveloped, having been utilized for agricultural purposes.

To the west & north is the remainder of the 102-acres owned by FM RD 812 LLC, zoned Agriculture ("A", undeveloped). East, southeast and south of the parcel is SH-21 and property within the City of Uhland's ETJ. To the southwest, is property within the City of Kyle city limits, across E RR 150. It's zoned "A" and the hard corner has a convenience store and fuel station.



Current Zoning

Sec. 53-36. - Agricultural district A.

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

(Ord. No. 438, § 23, 11-24-2003)

Requested Zoning

RS (Retail Services District)

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

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

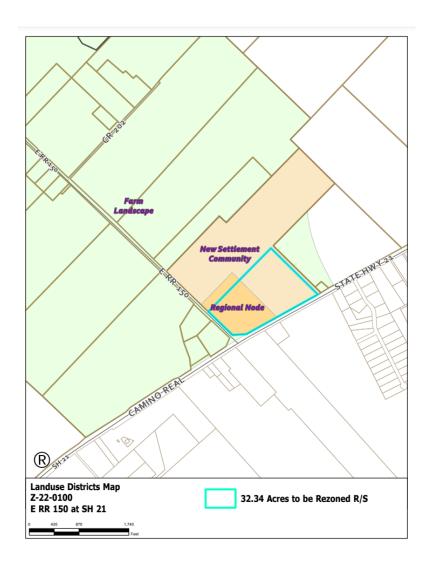
(Ord. No. 438, § 42(a), 11-24-2003)

Conditions of the Zoning Ordinance

Sec. 53-1205 Amendments

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

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



Comprehensive Plan Text

The subject site is located in both the "Regional Node" and "New Settlement" Districts. The RS zoning district is recommended in the "Regional Node" District and recommended conditionally in the "New Settlement" District.

Current Land Use Chart

Regional Node

Recommended Zoning Categories: R-1-C, R-3-2, R-3-3, CC, NC, **RS**, MXD Conditional Zoning Categories: CBD-1, CBD-2, E, HS, R-3-1, O/I

New Settlement District

Recommended Zoning Categories: O/I Conditional Zoning Categories: E, R-1-A, R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, UE, NC, CC, MXD, **RS**, W

Regional Node Narrative

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

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

New Settlement Narrative

'Character': The New Settlement District is comprised primarily of farm fields and new residential developments that are being carved out of former farm fields in an area that stretches across the city's southern-most region, from Old Stagecoach Road on the west, across I-35 toward the east, to the western border of the Plum Creek Riparian Landscape. The character of the district is as diverse as the district is expansive, as the New Settlement District spans the largest portion of the southern region of Kyle. For this reason, owing to such a diverse cross-section of Kyle's landscape, the character of the district is defined more by the function of the streets and neighborhoods that serve any particular block being examined, and less by the multiple landforms characteristic of the region as a whole. Northwest to southeast roadway patterns are strong, while northeast to southwest connections are lacking. Traditional residential enclaves predominate in the New Settlement District, aggregated in neighborhoods of unique housing forms. Some landscapes are bisected by I-35, others are permeated by feeder creeks and tributaries which should require heightened standards for physical development going forward. The region is dominated by legacy agricultural lands which feature old growth stands of trees and sparse one-family residences. However, there are areas experiencing significant development pressures to fulfill the current need for single family residential, and with few barriers to development, the region is growing popularity for new housing, held back in the western region by the large portion of the district being under-served by public wastewater utilities. Private and public spaces are clearly separate, with the public domain by shared neighborhood amenities and the private domain defined by privatized landscapes. Acreage tracts abound in the districts, some of which are uniquely suited for high turnover, high density retail and service uses by their location close to available roadways and wet utilities. Other properties are not yet ripe for development for their location along under-performing roadways, or from being so far removed from sewer and/or sufficient water supply. Public space is not encroached on by private functions. The New Settlement District has a lower density and intensity of development than the adjacent Mid-Town District, and the open character of the landscape removed from the interstate corridor, should evoke the agricultural heritage of the district. Physical and visual portioning and division of land should be avoided where possible in this District.

<u>'Intent':</u> The flat land and large parcel size in the New Settlement District result in a high level of development potential, which is beginning to be realized through market-driven demand for new housing stock. The City of Kyle should seek to capitalize on this "developability", while emphasizing community amenities, enhancing the neighborhood lifestyle through shared spaces, and improving connectivity within and without the district. The unique water features, such as creek ways and detention/retention facilities, in the New Settlement District should be utilized as form-giving elements and corridors for connections. Future development will occur along the roadways best suited for access, and in the best proximity to the emerging water and wastewater infrastructure expansion planned for in the city's capital improvement plan. Use patterns should be established that complement residential development and facilitate beneficial land use transitions. In this way, the New Settlement District should serve as a transition between the higher intensity of use within the core Districts and the low intensity of use of the Farm District.

Analysis

The subject property is sited within both the "Regional Node" and "New Settlement" district, at the north corner of E RR 150 & SH-21 intersection. The 32.34-acre site is inside the city limits and zoned for Agriculture (A). The applicant wishes to rezone the acreage to Retail Services (RS), which is both recommended and conditionally recommended per the comprehensive plan.

Development within the "Regional Node" is expected to develop in a higher density and intensity of use, as these nodes are generally at major intersections or along minor/major arterials like E RR 150 & SH-21. Generally, sufficient utilities exist to help serve applicable developments. The "RS" zoning district is recommended in the "Regional Node" at the intersection per the comprehensive plan. The "RS" district is largely a high turnover, point-of-sale centric land use model (restaurants, retail shops, etc.), though offices and hotels are also expected and encouraged within this area.

The "New Settlement" District also has an allowance for the "RS" zoning district; however, it is conditional. The general intent of the "New Settlement" District is one that is geographically vast, so most of the allowed zoning districts are conditional. Essentially, when one zooms into the parcel level detail, the conditions of the site will dictate the zoning (topography, utilities, adjacent land uses, etc.).

When the applicant originally came to the city to develop the land, the intent was to have the long face of the property face E RR 150 (parallel). The updated request with the zoning, has it turned ninety degrees to face SH-21. With this request, half of the site is in the "Regional Node" and half is in the "New Settlement" district. While the "Regional Node" recommends the "RS" district, and the "New Settlement" is conditional, both do allow the "RS" zoning district (both can consider it).

From a larger scale perspective, turning the project to face SH-21 is not a major change. The site is still at the hard corner, where the original idea was under consideration. From an infrastructure standpoint, nothing changes, as shown below.

Existing Infrastructure

- E RR 150 & SH-21 (TxDoT)
- Water (County Line SUD)

- Wastewater (none) will use commercial scale OSSF until a wastewater system is available.
- Electricity = PEC

The development of this intersection will begin catalyzation of the southeast portion of the City. It will also likely provide opportunity for regional, larger scale retail, which this portion of the City is currently lacking. In short, this rezoning will essentially kick off development of the area, bring much needed point of sale services to the local populace, and provide extra sales and ad valorem tax to the City of Kyle.

After rezoning the following permits will be required:

- Subdivision/platting
 - \circ Staff will review the Transportation Master Plan for appropriate improvements
 - Applicant will need TxDoT permits for access.
- Site Development Permit
 - Staff will review parking, landscape, detention, building locations etc.
- Conditional Use Permit (Building Façade)
 - $\circ~$ Will also have applicant coordinate with 3^{rd} party architects for Gold Standard.
 - Planning & Zoning Commission will consider/approve CUP.
- Commercial Building Permit
 - $\circ~$ Building Dept will review for compliance with 2021 International Building Code.

Recommendation

On the June 14, 2022, the Planning and Zoning Commission voted 5-0 to recommend approval of the request. Staff supports the rezoning from "A" (Agriculture) to RS (Retail Services) for the 32.34-Acre portion of the property. Staff asks the City Council to approve the request.

FM RD 812 LLC

May 16, 2022

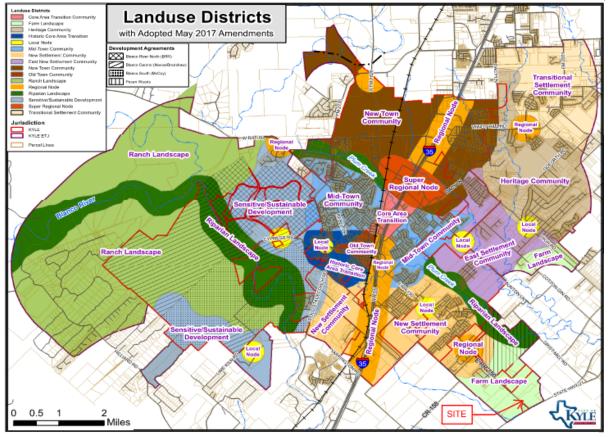
City of Kyle 100 W. Center Street Kyle, Texas 78640

Re: JD's Supermarket Kyle Project Zoning Request Letter

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

Hays County Tax Appraisal District Property ID Number: R14930

This tract was annexed by the City of Kyle on . and Hays County. According to the City of Kyle's interactive Jurisdiction Map this tract has a Zoning Code of Development Agreement (Ordinance Date: 09/02/2013).



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

Per the Comprehensive Plan for Farm District Landscape:

APPLICATION

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

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

Proposed Uses:

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

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

Per the Comprehensive Plan for Regional Node:

APPLICATION

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

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

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

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

Per the Comprehensive Plan for New Settlement District:

APPLICATION

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

Zoning Category	Abbreviation	Use Qualification	Zoning Category U	se Qualification	c
Agricultural District	A	Not Recommended	Office/Institutional	Recommended	plan
Central Business District 1	CBD-1	Not Recommended			Se
Central Business District 2	CBD-2	Not Recommended	Community Commercial Neighborhood Commercial	Conditional Conditional	ηn
Construction/Manufacturing	C/M	Not Recommended	Mixed-Use	Conditional	land use
Entertainment	E	Conditional			
Hospital Services	HS	Not Recommended			
Manufactured Home	M-1	Not Recommended	Conditional by Developm	ent Agreement	
Manufactured Home Subdivision	M-2	Not Recommended	McCoy D.A:	R-1-2, R-3-3	R/S
Manufactured Home Park	M-3	Not Recommended	lineedy Birth		,100
Single-family Residential 1	R-1-1	Conditional	Pecan Woods D.A:	ds D.A: R-1-1, R-1-2, R-1 R-1-T, R-1-C, R- R-3-1,R-3-2, R-3 MXD, R/S, NC, C	
Single-family Residential 2	R-1-2	Conditional			
Single-family Attached	R-1-A	Conditional			
Residential Condominium	R-1-C	Conditional		10,00,100,1	10, 00
Residential Townhouse	R-1-T	Conditional			
Residential Two-family	R-2	Conditional			
Multi-family Residential 1	R-3-1	Conditional			
Multi-family Residential 2	R-3-2	Conditional			
Apartments Residential	R-3-3	Not Recommended			
Retail/Service	R/S	Conditional			
Recreational Vehicle Park	RV	Not Recommended			
Transportation/Utilities	T/U	Conditional			
Urban Estate District	UE	Conditional			
Warehouse	W	Conditional			

Justification:

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

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

Sincerely,

m. R

Adam Ahmad President

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

ubdivision Name, Block, Lot, or legal description if not subdivided: ABS 221 WM Hemphill Survey	
of lots (if subdivided): # of acres: 102.16 ac.	
te APN #(s):R14930 / Geo ID #10-0221-0048-00000-2	
Ocation: Hwy 21 Kyle, Tx. 78640 County: Hays	
evelopment Name: JD's Supermarket Kyle	
evelopment Number(s):	
WNER	
ompany/Applicant Name:FM RD 812 LLC	
uthorized Company Representative (if company is owner): Mohammed Ahmad	
ype of Company and State of Formation: Limited Liability Company	

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

Applicant Address: 1900 E Anderson Ln. Suite 130 Austin , Tx. 78752

Applicant Fax: <u>512-339-8387</u>

Applicant Phone: 512-339-6008

Applicant/Authorized Company Representative Email: __acrbuilding.inc@gmail.com

APPLICANT REPRESENTATIVE

Check one of the following:

_____. I will represent the application myself; or

X I hereby designate Jamison Civil Engineering LLC (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the

"City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

_____bate: 3/02/2021 Owner's Signature: MA State of Texas County of Travis

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



SUBSCRIBED AND SWORN TO before me, this the <u>2</u> day of <u>March</u>, 20<u>21</u> Notary Public's Signature 1-29-2022

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Jamison Civil Engineering LLC Attn: Stephen R. Jamison	n P.E.
Representative Address: 13812 Research Blvd #B-2 Austin, Tx. 78750	
Representative Phone: 737-484-0880	
Representative Email:steve@jamisoneng.com	
Representative's Signature:	Date: 03/02/2021

Clerk's Note: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon of photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed.

GF No. 9991-19-2627

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

SPECIAL WARRANTY DEED

Date: August 30, 2019

Grantor: Harvey Evans and Gloria Evans, holding title as Trustees on behalf of the Highway 21 Venture, a Texas general partnership

Grantee: FM RD 812, LLC, a Texas limited liability company

Grantee's Mailing Address:

1900 East Anderson In Austin, TX 73752

Consideration:

Ten and No/100 Dollars (\$10.00), good and other valuable consideration, the receipt of which is hereby acknowledged

Property (including any improvements):

FIELD NOTES FOR 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. SAID 102.1599 ACRE TRACT BEING MORE PARTICURARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a ½" iron rod found on the Northeast ROW line of F.M. 150, at the South corner of a 20.7 acre tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593, Official Public Records, Hays County, Texas, for the West corner of this tract and POINT OF BEGINNING;

THENCE along the common line of said 20.7 acre tract and this tract, the following three (3) courses and distances:

1) N43°03'14" E, for a distance of 1337.70 feet to a ½" iron rod found on said common line.

2) S47°37'54" E, for a distance of 165.07 feet to a ¹/₂" iron rod found on said common line.

3) N43°30'54" E, passing a distance of 1134.91 feet a ½" iron rod found on the Northwest line of this tract, being the East corner of the said 20.7 acre tract and a Northeasterly corner of the remainder of a 82.8 acre tract conveyed to Donald and Gene Lynette Hofmann in Volume 443, Page 174 of the Official Public Records, Hays County, Texas, a total distance of 1821.20 feet to a ½" iron rod set on the Southwest line of a 92.75 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

THENCE S46°14'12"E with a common line of said 92.75 acre tract and this tract, a distance of 876.85 feet to a ½" iron rod found in a gravel road, on the Southwest line of the said 92.75 acre tract, at the North corner of a 49.5 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

19030733 Page 2 of 4

GF No. 9991-19-2627

Thence, with the common boundary line of said 49.5 acre tract and this tract the following two (2) courses and distances:

1) S43°46'49" W a distance of 1532.07 feet to a point for the West corner of said 49.5 acre tract, also being an Interior Ell corner of this tract.

2) S46°18'11" E, passing the West common corner of said 49.5 acre tract and a 0.5143 acre conveyed to Glenda Gonzales in Volume 2833, Page 121, of the Official Public Records, Hays County, Texas, a total distance of 1169.54 to a ¹/₂" iron rod found on the Northwest ROW line of Highway 21 at the South corner of said 0.5143 acre tract, same being the Southeast corner of this tract.

THENCE along the Northwest ROW line of said Highway 21 also being the Southeast line this tract, the following two (2) courses and distances:

1) S60°09'02" W, for a distance of 1490.09 feet to a 1/2" iron rod set.

2) S85°47'07" W, for a distance of 242.99 feet to a point for the South corner of this tract, also being on the Northeast ROW line of said F.M. 150.

THENCE, with a Northeast ROW line of F.M. 150, the following two (2) courses and distances:

1) N47°00'22" W, a distance of 1454.26 feet to Concrete Highway monument found.

2) N47°09'03" W, for a distance of 149.14 feet to the POINT OF BEGINNING and containing 1021599 acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to all easements, right-of-ways, mineral reservations and other matters of record.

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

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

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

HIGHWAY 21 VENTURE, a Texas general

partnership i Ø

Harvey Evans, Trustee and Managing Partner

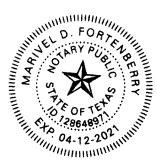
Bre <u>_6</u> Voria 1

Gloria Evans, Trustee and Managing Partner

GF No. 9991-19-2627

STATE OF TEXAS	§
COUNTY OF Travis	§ 8

The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by Harvey Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.

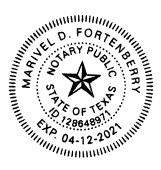


State of Dexas Notary Marinel D. Fortcherry Printed Name of Notary 4-12-2021 My Commission Expires

8 8 8 8 COUNTY OF TRAVIS

STATE OF TEXAS

The foregoing instrument was acknowledged before me, the undersigned notary, on the $\frac{30}{200}$ day of August, 2019 by Gloria Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.



Notary Public, State of Texas

Printed Name of Notary

4-12-2021 My Commission Expires

AFTER RECORDING RETURN TO:

FM RD 812, LLC

1900 East Anderson 10

Austin, TX 78752

THE STATE OF TEXAS COUNTY OF HAYS

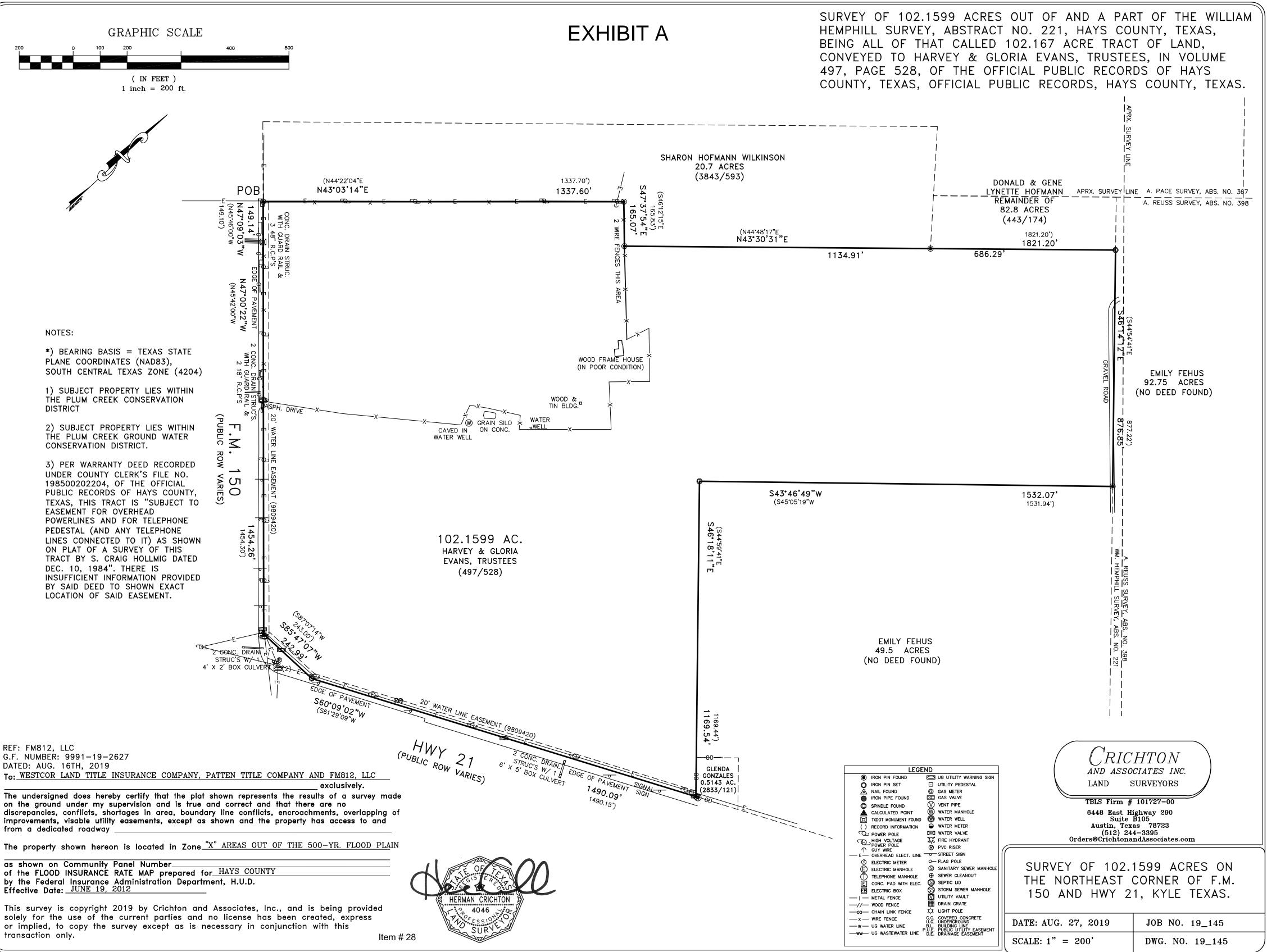
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

19030733 DEED 09/03/2019 09:41:26 AM Total Fees: \$34.00

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

Clain & Cardenas









Franchise Tax Account Status

As of : 03/03/2021 10:26:29

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

FM RD 812, LLC
32047122794
1900 E ANDERSON LN STE 103 AUSTIN, TX 78752-1979
ACTIVE
TX
02/27/2012
0801557446
ADAM AHMAD
1900 EAST ANDERSON LANE, STE. 103 AUSTIN, TX 7875

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 32.34 ACRES OF LAND FROM AGRICULTURE 'A' TO 'RS' (RETAIL SERVICES) FOR PROPERTY LOCATED AT THE NORTH CORNER OF E RR 150 & SH-21 IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 32.34 acres of land from Agriculture 'A' to 'RS' (Retail Services) for property located at the north corner of E RR 150 & SH-21 in Hays County, Texas and the property location map labeled 'Exhibit B'.

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

<u>SECTION 3</u>. The associated location of the property, per metes and bounds, is attached as 'Exhibit A'.

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by

the City Council of Kyle at a regular meeting on the _____day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this ______ day of ______, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

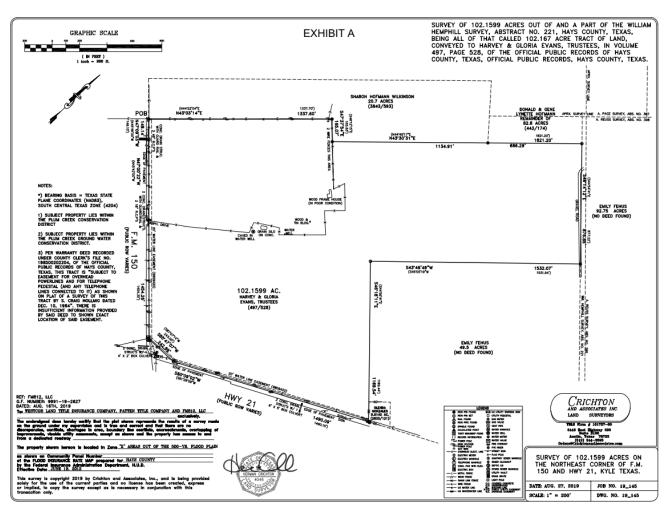
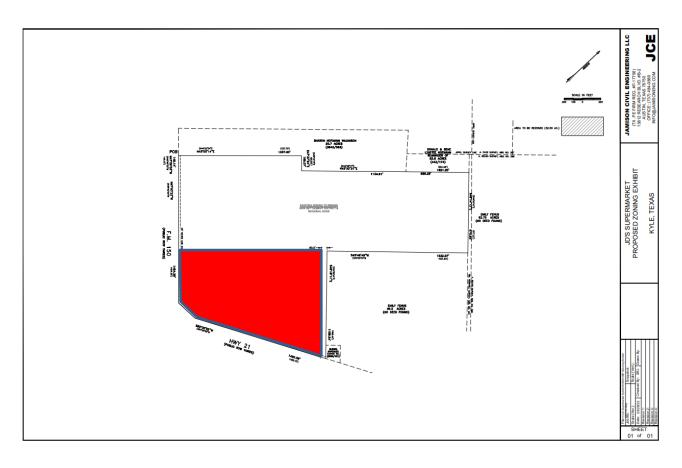
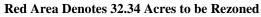


Exhibit B







CITY OF KYLE, TEXAS

Public Safety Center Change Orders (Vybe and Technology) Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consideration and possible action to approve PR-4 "Constant Technologies" addition at Public Safety Center in the amount of 1,109,678.03. ~ *David Harding, AG*/*CM*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Quote_12165 Furniture Quote SK17 6-13-22
- Quote 12167 AV Quote SK17 6-13-22
- RCO 023 PR 004 Misc Changes for Constant Technologies



Proposal # Est. 12165

Police Dep. EOC - Design Option SK17

City of Kyle

111 N Front Street Kyle TX 78640

Prepared for:

Jeff Barnett Chief of Police

Prepared by:

Gip Sisson

Issued Date: 06/13/2022

Constant Technologies Inc 125 Steamboat Ave North Kingstown, RI Tel. 401-294-7171 Fax. 401-294-7505



Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Inc	<u>ShipTo</u> City of Kyl 111 N Froi		
Kyle, TX 78640		Kyle, TX 78640		
Equipment [\$39,683.25]				
Item ID	Description	Qty	Sell	Total
CONSOLES & FURNISHI	NGS			
OEM-CTI-TAB-CUSTOM	Custom Conference Table, 180"w x 60"d x 30"h, Standard HPL Boat Shape Top (Urethane Edge) with Wire Management H-Base	1	\$7,665.09	\$7,665.09
Ext-Custom-CableCubbyLarge	Extron Cable Cubby 1402 with AC and Plates TBD	3	\$2,200.00	\$6,600.00
OEM-CTI-TAB-CUSTOM	Mobile Folding/Nesting Tables w/ Single Circuit Pop Up Power Unit	12	\$2,118.18	\$25,418.16

Equipment Sub Total

\$39,683.25

Quote# 12165

Page 2 of 6



Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Ir	nc <u>ShipTo</u> City of Kyle 111 N Fron			
Kyle, TX 78640		Kyle, TX 78	Kyle, TX 78640		
Professional Servic	ces [\$9,425.00]				
Item ID	Description	Qty	Sell	Total	
CONSOLE INSTA	LLATION				
Onsite Install Includes unloadin provided accesso	Onsite Console Installation Labor ng, layout and installation of all consoles and CTI pries	40	\$125.00	\$5,000.00	
INSTALLATION T	RAVEL CHARGES				
Travel	Travel Expenses	1	\$4,425.00	\$4,425.00	
Freight costs are determined prior	e estimated at this time. Final freight costs to be to delivery				
Professional Services	s Sub Total			\$9,425.00	
			Subtotal: Freight: Total:	\$49,108.25 \$7,000.00 \$56,108.25	

Page 3 of 6

Constant Technologies Inc 125 Steamboat Ave North Kingstown, RI Tel. 401-294-7171 Fax. 401-294-7505



Prepared by: Constant Technologies Inc

Quote # : 12165 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street

Kyle, TX 78640

Quote Expiration Date: 07/13/2022

Terms: Refer to Scope of Work

Quoted by: Gip Sisson, g.sisson@constanttech.com

Issued Date: 06/13/2022

<u>ShipTo</u>

City of Kyle

111 N Front Street

Kyle, TX 78640

Accepted by: _

Quote# 12165

Page 4 of 6

Constant Technologies Inc 125 Steamboat Ave North Kingstown, RI Tel. 401-294-7171 Fax. 401-294-7505



<u>ShipTo</u> City of Kyle 111 N Front Street

Kyle, TX 78640

Quote # : 12165 Date: 06/13/2022

Prepared for:
City of Kyle
111 N Front Street

Kyle, TX 78640

Disclaimer

CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: • PURCHASE ORDER • SIGNED DRAWINGS • ACCEPTED TERMS & CONDITIONS • APPROVED FINISHES • DOWN PAYMENT • LOGISTICS INFORMATION SHEETParts and final quantities are subject to change post contract award during 100% design review.CONSTANT TECHNOLOGIES Standard Payment Terms for Invoicing (Taxes Excluded Unless Otherwise Noted):

Prepared by: Constant Technologies Inc

50% due upon order placement
50% due upon installation
Purchase Orders, Payments should be sent to the attn of:Accounting Constant Technologies, Inc.
Tel: 401-294-7171
email: accounting@constanttech.com
Headquarters Address:
125 Steamboat Avenue
North Kingstown, RI 02852
Office Phone: (401) 294-7171
Fax Number: (401) 294-7505
Website: www.constanttech.com

GSA Contract # GS-03F-073GA Federal Tax ID# 22-2503954 Dun & Bradstreet# 04-933-5102 NAICS Code: 334310 Cage Code: 1MDG8 Company Type: Corporation State of Incorporation: New Jersey Date of Incorporation: October 24, 1983

CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY:

·Constant Technologies warrants to the original purchaser that our Consoles and Technical Furniture will be free from defects in workmanship, given normal use and care, for the lifetime of their use.

•Textiles, decorative trim and electrical components are warranted to be free from defects in materials and workmanship for a period of one year from date of initial shipment. Electric lifting columns are warranted to be free from defects in materials and workmanship for a period of five years from the date of initial shipment. Paint finishes are warranted to be free from defects for five years from date of initial shipment. Paint finishes are warranted to be free from defects for five years from date of initial shipment.

•This warranty applies only to products manufactured by Constant Technologies, and is made only to original purchasers acquiring products through our dealers or directly from Constant Technologies.

Warranty coverage ends when the original purchaser sells, transfers or otherwise disposes of a covered item.

•Constant Technologies will repair or replace, at its sole discretion, any parts of the warranted products found to be defective within the terms of the warranty.

THIS CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY DOES NOT COVER:

•Damage due to external causes, including accident, abuse beyond specified tolerances, misuse, problems with electrical power improper application, negligence or installation by parties other than Constant Technologies and its authorized dealers.

Customer's Own Material (COM) specified by the customer that is not a standard Constant Technologies offering

·Color, grains, or texture of laminate and other covering materials due to natural variations over which Constant Technologies has no control.

Quote# 12165

Page 5 of 6



Quote # : 12165 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street

Kyle, TX 78640

Prepared by: Constant Technologies Inc <u>ShipTo</u> City of Kyle

111 N Front Street

Kyle, TX 78640

There are no other warranties except as expressly set forth above, neither express or implied, including any warranty of merchantability or fitness for any particular purpose. We specifically exclude and will not pay consequential or incidental damages under this warranty.

Page 6 of 6



Proposal # Est. 12167

City of Kyle PD - EOC Cinemassive REV 02 EOC 6x2

City of Kyle

111 N Front Street Kyle TX 78640

Prepared for:

Jeff Barnett Chief of Police

Prepared by:

Gip Sisson

Issued Date: 06/13/2022



Prepared by: Constant Technologies Inc

ShipTo

City of Kyle

111 N Front Street

Kyle, TX 78640

Quote # : 12167 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street

Kyle, TX 78640

Scope of Work

EOC Room will have 2 Qty of 6x2 Video Wall consisting Planar Clarity Matrix LX55X2-L displays fed by Cinemassive system War Room Video Wall Shall be a 4x2 of Planar Clarity Matrix LX55X2-L displays fed by Cinemassive system (2) 98 inch Planar 4K display each for War Room and EOC Room shall be fed by Cinemassive system

Video Wall Processing shall be Cinemassive Edge processor system providing the ability to route any video input source to any video display. Includes functionality to stretch any video input across the video wall displays, with the following inputs:

(4) Cable TV Tuner (owner furnished)

- (2) Owner Furnished PC for Video Conferencing Codec (1 for each Room)
- (8) video feeds from owner furnished PC via encoder
- (3) Encoded Workstation inputs for EOC
- (2) Owner Furnished Laptop input for War room
- (4) Wireless laptop inputs from EOC and (2) wireless laptop inputs from War Room

Ability to host (4) web content pages per CineAgent device (8) Total (1 CineAgent device for each room)

Control Interface of video wall:

(3) Microsoft Surface Pro tablet for Cinemassive control (2 for EOC and 1 for War room)

Camera for Video Conferencing:

(2) Logitech PTZ camera for video conferencing codec (1 for EOC and 1 for War room)

Audio System:

Audio system with (2) ceiling microphone for EOC and (2) audio zone

Audio system with (1) ceiling microphone for EOC and (1) audio zone

Quote assumes (2) AV rack located within a 200 foot cable run of EOC & War room

Quote includes Spare Planar display and video controller

Quote includes 1 year Constant Uptime Premier level 24/7 service and support agreement

Page 2 of 12



*			
Prepared by: Constant Technologies Inc	: <u>ShipTo</u> City of Kyle 111 N Front Street		
	Kyle, TX 78640		
Description	Qty	Sell	Total
		City of Kyle 111 N Front Str Kyle, TX 78640	City of Kyle 111 N Front Street Kyle, TX 78640

Video Displays and Extenders

EOC

Pla Quote 00078430–1	EOC 6x2 LX55X2-L	1	\$106,356.00	\$106,356.00
Subtotal Header				. ,
Pla Quote 00078430–2	EOC 6x2 LX55X2-L	1	\$106,356.00	\$106,356.00
EOC Displays and Mo	ounts			
Pla-997-8799-01	QE9850; 98in diagonal, UHD, D-LED backlight, 400 nit brightness, 24x7 reliability, single- or quad-source viewing, speakers, landscape and portrait	2	\$14,038.00	\$28,076.00
Pee-SF680	Security SmartMount® Universal Flat Mount For 60" to 98" TV's	2	\$279.00	\$558.00
Extron Extenders for	Aux Displays			
Ext-60-1271-12	DTP HDMI 4K 230 Tx	2	\$570.00	\$1,140.00
Ext-60-1271-13	DTP HDMI 4K 230 Rx	2	\$570.00	\$1,140.00
Subtotal Footer Subtotal Header				\$137,270.00
War Room				
Pla Quote 00078430–1	War Room 4x2 LX55X2-L	1	\$68,820.00	\$68,820.00
War Room Displays a	nd Mounts			
Pla-997-8799-01	QE9850; 98in diagonal, UHD, D-LED backlight, 400 nit brightness, 24x7 reliability, single- or quad-source viewing, speakers, landscape and portrait	2	\$14,038.00	\$28,076.00
Quote# 12167				Page 3 of 12



	/			
Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Inc	<u>ShipTo</u> City of Kyle 111 N Fror		
Kyle, TX 78640		Kyle, TX 78	3640	
Pee-SF680	Security SmartMount® Universal Flat Mount For 60" to 98" TV's	2	\$279.00	\$558.00

Extron Extenders for Aux Displays

Ext-60-1271-12	DTP HDMI 4K 230 Tx	2	\$570.00	\$1,140.00
Ext-60-1271-13	DTP HDMI 4K 230 Rx	2	\$570.00	\$1,140.00
		-		
Subtotal Footer				\$99,734.00
Video Processing , Distribution and Control				
Subtotal Header				

Display Wall Processors

Cin Proposal 0001	Cinemassive Alpha Elite System	1	\$277,984.91	\$277,984.91

KVM for viewing and control of rack sources (max 8 sources per KVM)

Mid-RM-KB-LCD17KVMHD	KB W/LCD DIG DSPLY & KVM	1	\$5,307.00	\$5,307.00
Ext-60-1607-01	DA2 HD 4K PLUS	5	\$930.00	\$4,650.00

USB Extenders for Rack Content PCs

4	\$820.00	\$3,280.00
	,	· · · · · · · · · · · · · · · · · · ·
4	φο20.00	\$3,280.00
1	\$4.243.01	\$4.243.01
	4 4	4 \$820.00

Touch panels for video wall processor control

Quote# 12167

NOTE: Quote one dock per touch panel drop, not one per touch panel

Page 4 of 12



Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Inc	<u>ShipTo</u> City of Ky 111 N Fro		
Kyle, TX 78640		Kyle, TX 7	8640	
Mic-1N9-00001	Microsoft Surface Pro 7+	3	\$1,199.00	\$3,597.00
Mic-PF3-00005	Microsoft Surface Dock Docking station - 2 x Mini DP - GigE - commercial - for Surface Book, Book2, Book with Performance Base, Go, Laptop, Laptop 2,	3	\$199.99	\$599.97

Barco Clickshare for wireless screen sharing

Bar-R9861522US	CX-50 with 2 USB-C Buttons	2	\$2,950.00	\$5,900.00
Bar-R9861600D01C	USB-C Button for CX-50	4	\$249.00	\$996.00
Ctg-54428	6in(.15m) USB C Female to USB A Male 3.0	4	\$20.99	\$83.96

Cable Cubby for Conference Room or Collab Tables

Cable Cubby 1402 -	Conference Room Table to USW Extender with US	3	\$5,068.00	\$15,204.00
Conference Room Table - V01	power and data			

Subtotal Footer

Video Conferencing System

Subtotal Header

Logitech Pro 2 PTZ Camera and Extender

Log-960-001184	Logitech PTZ Pro 2 Conference Camera - color - 1920x1080	2	\$849.99	\$1,699.98
Sou-RCU2-PRO	RemoteCamRCU2™ [USB2.0 + UVC + 5/12V Camera Power]; Logitech: PTZ PRO 2	2	\$1,225.00	\$2,450.00

Subtotal Footer

\$4,149.98

\$325,125.85

Quote# 12167

Page 5 of 12



Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Inc	<u>ShipTo</u> City of Kyle 111 N Front Street
Kyle, TX 78640		Kyle, TX 78640

Audio System

Subtotal Header

Audio De-embedder for CATV Sources

Ext-60-1681-01	4K/60 HDMI Audio De-Embedder	4	\$920.00	\$3,680.00
Cor-HD 4K HDMI Splitter (v2)	Ultra HD 4K 2 Port HDMI Splitter 1x2 Repeater	4	\$29.99	\$119.96
	Amplifier 1080P 3D Hub 1 In 2 Out			

Audio Summing Cables for OFE Content PCs

Ext-60-804-01	ASA 141	8	\$82.00	\$656.00
Ext-26-592-01	MSR 6 - 6" (15 cm)	8	\$12.00	\$96.00

Wireless Mics

Shu-ULXD2/SM58-G50	Transmitter, Handheld SM58	1	\$594.92	\$594.92
Shu-WL185	Lavalier mic for Wireless, Cardioid	1	\$199.00	\$199.00
Shu-ULXD1-G50	Transmitter Bodypack	1	\$490.00	\$490.00
Shu-ULXD4-G50	Shure Digital Receiver,	2	\$1,274.00	\$2,548.00

Conference Room Ceiling Mics

Sen-509178	Sennheiser TeamConnect 2 Ceiling Mic Kit with 508528 Ceiling Mount Bracket	3	\$5,625.00	\$16,875.00
Sen-508291	Sennheiser SL CM SK -ceiliing mounting kit for TeamConnect Ceiling 2	3	\$139.95	\$419.85
Audio DSP				
Bia-TesiraFORTE DAN VT	TesiraFORTE DAN VT	3	\$4,700.00	\$14,100.00
0				Daga 6 of 10

Quote# 12167

Page 6 of 12



Kyle, TX 78640 Audio Amplifiers	Kyle, TX 7	8640	
Audio Amplifiers	3		
	3		
Ext-60-850-01 XPA 2001-70V		\$820.00	\$2,460.00
20 Speakers - quoted as 10 pairs			
Ext-60-1310-03 SF 26CT	10	\$630.00	\$6,300.00
Subtotal Footer			\$48,538.73
Equipment Rack and parts			
Subtotal Header			
Rack Assembly 44RU 44RU Rack with parts and accessories Estimate REV	3	\$5,690.80	\$17,072.40
Mid-SPN-44-36 PR BLK 44SP 36DP SIDE PA	1	\$1,290.00	\$1,290.00
Mid-CC-44-36 CABLE CHASE FOR 44SP 36D	2	\$364.00	\$728.00
Extron rack shelves and extender mounting brackets			
Ext-60-190-01 RSU 129	15	\$174.00	\$2,610.00
Rack Power Distribution			
208v PDUs			
Apc-AP8841 RACK PDU 2G- METERED- ZEROU-30A- 200/208V- (36) C13 & (6) C19	3	\$1,011.36	\$3,034.08
Rack UPS			
Quote# 12167			Page 7 of 1



Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Inc	<u>ShipTo</u> City of Kyl 111 N Fro		
Kyle, TX 78640		Kyle, TX 7	8640	
Eat-9PX5K	Eaton 9PX UPS, 3U, 5000 VA, 4500 W, L6-30P input, Outputs: (2) L6-20R, (2) L6-30R, Hardwired, 208V	3	\$5,592.00	\$16,776.00

Cable and adapters

Bulk Cabling provided by Constant - cable pull labor not included

Wel-T2404L6SHP-black	Description - CAT6 / STP / 550 Mhz / Plenum Cable	14	\$850.00	\$11,900.00
Lib-10-2C-TTP-WHT	1000' TIGHT TUBE 10/2 CL2P WHITE (1000')	3	\$1,370.00	\$4,110.00
Lib-20-2C-PSH-WHT	COMMERCIAL 20/2 OASH CMP WHT	1	\$338.18	\$338.18
Lib-16-2C-TTP-BLK	TIGHT TUBE 16/2 CMP BLACK	2	\$465.28	\$930.56

Rack and workstation connection cables

Cable Bundle Estimate Large Subtotal Footer	Cable estimate for cable plus terminations for install	1	\$18,325.00	\$18,325.00 \$77,114.22
				φιι,114.22
Service and Support				
ConstantUptime Premier 1st Year Included	Premier Service and Support Agreement Year 1 Included	1	\$27,852.00	\$27,852.00

Quote# 12167

Page 8 of 12



Quote # : 12167 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street	Prepared by: Constant Technologies Inc	<u>ShipTo</u> City of Kyle 111 N Front Street
Kyle, TX 78640		Kyle, TX 78640

Equipment Sub Total

\$826,140.78

Professional Services [\$119,850.00]

Item ID	Description	Qty	Sell	Total
Project Management	Project Management Labor	1	\$7,500.00	\$7,500.00
Engineering and Construction Drawings	Project Engineering and Construction Drawings	1	\$4,500.00	\$4,500.00
Rack Fabrication and Technology Integration	Offsite Rack Fabrication and Technology Integration	1	\$3,000.00	\$3,000.00
Onsite Install	Project Onsite Install Labor	1	\$55,350.00	\$55,350.00
Onsite Commissioning, Testing and Training	Project Onsite System Commissioning Testing and Training	1	\$6,000.00	\$6,000.00
Programming	Custom programming for control systems	1	\$7,000.00	\$7,000.00
Travel	Travel Charges	1	\$31,250.00	\$31,250.00
Project Management Expenses	Project Management Expenses	1	\$5,250.00	\$5,250.00

Professional Services Sub Total

\$119,850.00

Total:	\$969,990.78
Freight:	\$24,000.00
Item Total:	\$945,990.78

Page 9 of 12



Prepared by: Constant Technologies Inc

Quote # : 12167 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street

Kyle, TX 78640

Quote Expiration Date: 07/13/2022

Terms: Refer to Scope of Work

Quoted by: Gip Sisson, g.sisson@constanttech.com

Issued Date: 06/13/2022

<u>ShipTo</u>

City of Kyle

111 N Front Street

Kyle, TX 78640

Accepted by: _

Quote# 12167

Page 10 of 12



Quote # : 12167 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street Prepared by: Constant Technologies Inc

<u>ShipTo</u> City of Kyle 111 N Front Street

Kyle, TX 78640

Kyle, TX 78640

Disclaimer

CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: • PURCHASE ORDER • SIGNED DRAWINGS • ACCEPTED TERMS & CONDITIONS • APPROVED FINISHES • DOWN PAYMENT • LOGISTICS INFORMATION SHEET

Parts and final quantities are subject to change post contract award during 100% design review.

CONSTANT TECHNOLOGIES Standard Payment Terms for Invoicing (Taxes Excluded Unless Otherwise Noted):

 $\cdot 50\%$ due upon order placement

·50% due upon installation

Purchase Orders, Payments should be sent to the attn of:

Accounting Constant Technologies, Inc. Tel: 401-294-7171 email: <u>accounting@constanttech.com</u>

Headquarters Address: 125 Steamboat Avenue North Kingstown, RI 02852 Office Phone: (401) 294-7171 Fax Number: (401) 294-7505 Website: <u>www.constanttech.com</u>

GSA Contract # GS-03F-073GA Federal Tax ID# 22-2503954 Dun & Bradstreet# 04-933-5102 NAICS Code: 334310 Cage Code: 1MDG8 Company Type: Corporation State of Incorporation: New Jersey Date of Incorporation: October 24, 1983

TECHNOLOGY AND HARDWARE LIMITED WARRANTY:

•Constant Technologies warrants to the original purchaser that the equipment sold as part of the integrated audio-visual system will be free of material and manufacturing defects for one year from the date of shipment, and/or transfer of ownership.

•This warranty is made only to the original purchasing entity, and only for the equipment as installed by Constant Technologies technicians.

·Warranty coverage terminates when changes, reconfigurations, or relocations are made to the equipment without the consent and supervision of Constant Technologies.

·Warranty coverage of an item also terminates when the original purchaser sells, transfers, or otherwise disposes of a covered item.

•Constant Technologies will arrange for the replacement of any warranted parts found to be defective within the terms of the warranty.

Quote# 12167

Page 11 of 12



Quote # : 12167 Date: 06/13/2022

Prepared for: City of Kyle 111 N Front Street

Kyle, TX 78640

Prepared by: Constant Technologies Inc

<u>ShipTo</u> City of Kyle 111 N Front Street

Kyle, TX 78640

THIS TECHNOLOGY AND HARDWARE LIMITED WARRANTY DOES NOT COVER:

·Damage to equipment, or equipment malfunction, due to external causes.

•Examples include, but are not limited to accident, abuse, misuse, electrical power failure or malfunction, incorrect environmental conditions, or other Acts of God.

·Lack of compatibility with signals and/or hardware other than previously approved by, or supplied by, Constant Technologies, Inc. ·Labor, travel, and shipping expenses necessitated by faulty equipment.

There are no other warranties except as expressly set forth above, neither express or implied, including any warranty of merchantability or fitness for any particular purpose. We specifically exclude and will not pay consequential or incidental damages under this warranty.

Request for Change Order



Kyle Public Safety Center (202066)

1760 Kohlers Crossing, Kyle TX 78640

No. RCO0023

Printed: June 15, 2022

Description	RCO 023 - PR 004 Constant Technologies	Date	2022-06-15
Status:	Submitted, Work Started	Days Impact:	4

Scope of Work

RCO 023 - PR 004 Constant Technologies

Provide modifications to audio video, access controls, electrical & data rough ins, power for TV monitors, power for charging stations, poke thru's, data outlets, rough-ins only for emergency phone, structured cabling & data drops, patch cords, patch panels, new millwork cabinet for charging station, wall blocking for monitors, for owner furnished equipment by others (Constant).

Note: Excludes Emergency Phone (furnished by owner). PR 004 proposals were estimated off Constant Technologies SK-15. An updated PR 004 R1 will be issued for accurate pricing at a later date. An "allowance" of \$4,000 for Lighthouse Electrical, \$1,000 for Big State structured cabling & \$500 for Marek Bros wood wall blocking has been added for the monitors added in SK-17. Excludes owner furnished equipment related to this PR (constant).

Note: Requesting four (4) days extension to contract schedule.

RCO Detail

From	Description	Amount (\$)
Alterman, Inc.	Alterman - Audio-Visual Systems	-29,554.00
Alterman, Inc.	Alterman - Access Controls	7,592.00
Big State Electric, Ltd	Structured Cabling	50,875.00
Signature Installations/ Signature Casework	Millwork	15,640.00
Marek Brothers Systems Inc	Gypsum & Acoustical Assemblies	1,509.00
Lighthouse Electrical Contractors, LP	Electrical	37,517.00
Deduct from Owner Allowance	Owner Contingency Allowance	-83,579.00

Total (\$)

No Change to Overall Contract \$0.00

Submitted:	Recommended:	Approved:
Bartlett Cocke General Contractors LLC	PGAL	City of Kyle
Angre		
By: Tim Martin - Senior Project Manager	Ву:	Ву:
Date: _06/15/2022	Date:	Date:

ARCHITECTURE ENGINEERING INTERIORS PLANNING

ALEXANDRIA

ATLANTA AUSTIN BOCA RATON

CHICAGO

HOBOKEN

HOUSTON LAS VEGAS

LOS ANGELES SALT LAKE CITY

SAN DIEGO

DALLAS/FORT WORTH



PROPOSAL REQUEST - 04

Date:	2022/04/21
Project:	Kyle Public Safety Center
Issue No:	PR – 04

DRAWING SET Revised Drawings 2022/04/21:

KEYED UPDATES:

Please provide line-item pricing proposals for the four requests below

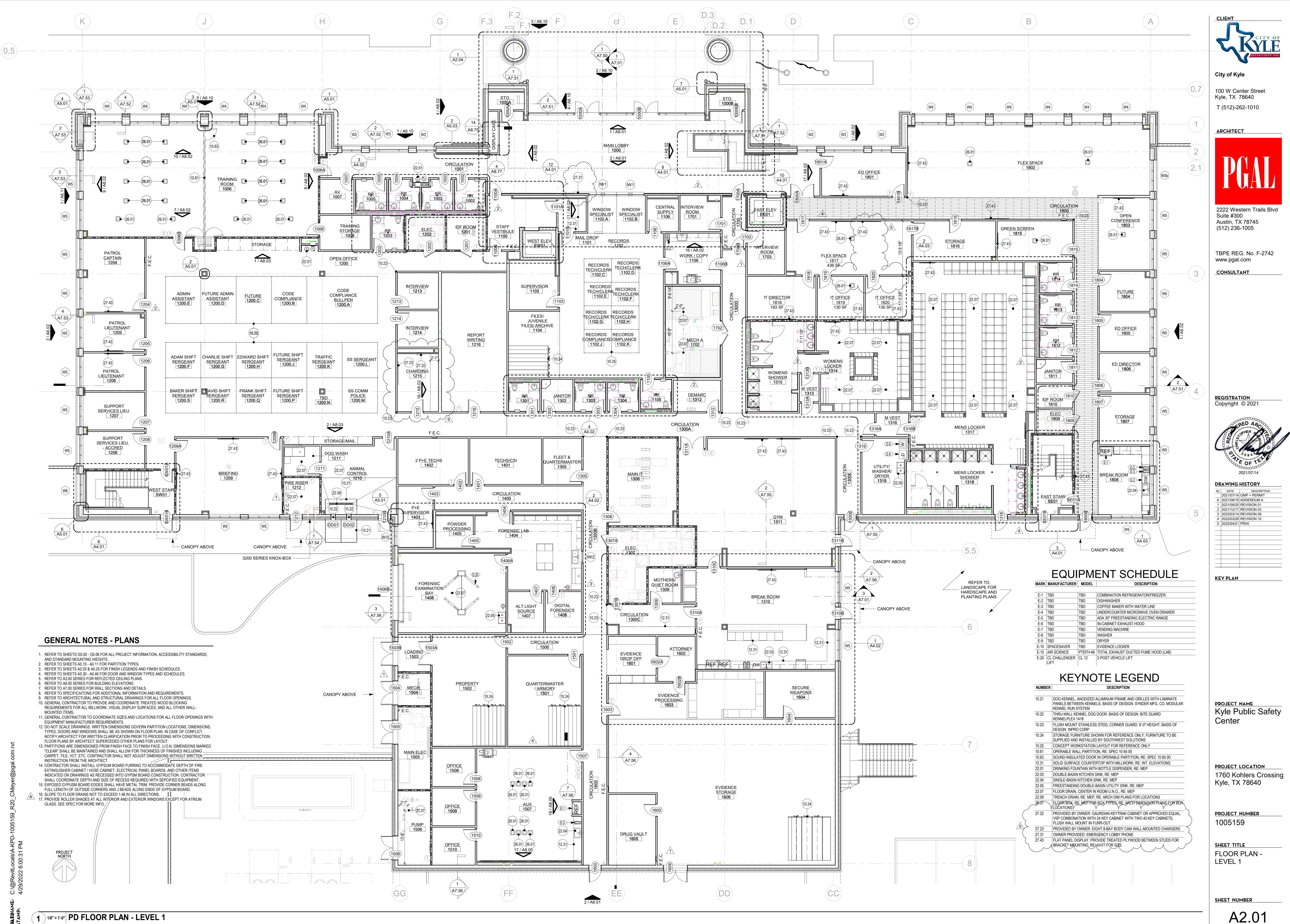
- a. Additional TV Monitors in IT Suite
- b. New Emergency Phone in Lobby with counter extension
- c. Updates to Charging 1215 + Additional Body-Cam charging locations
- d. IT+Data Updates in 2208 and 2402

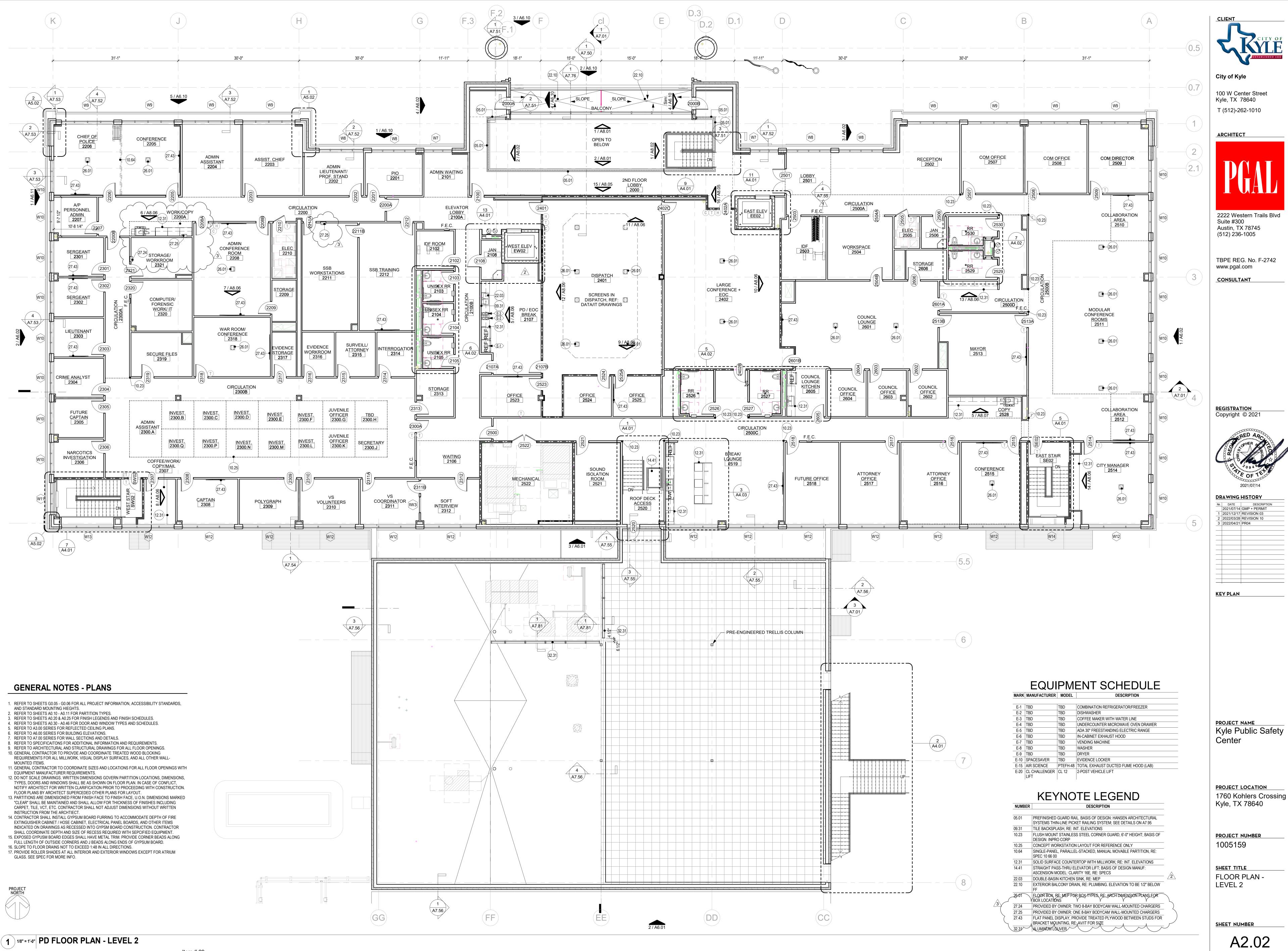
Architecture

1. A2.01

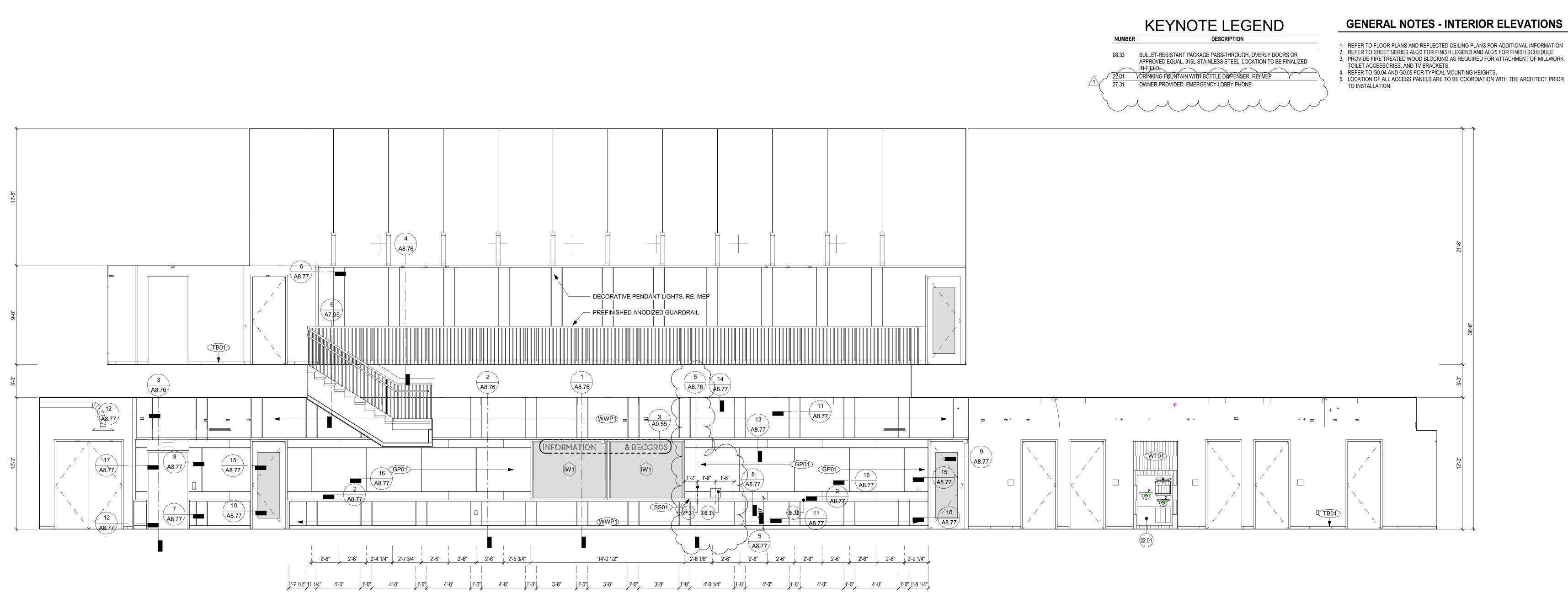
- a. Additional TV Monitors in IT Suite
- b. New Emergency Phone in Lobby with counter extension
- c. Updates to Charging 1215
 - i. New Body-Cam Chargers
 - ii. New recessed key cabinet
 - iii. New key drawer and additional base cabinetry and counter
- 2. A2.02
 - c. Additional Body-Cam charging locations
- 3. **A8.01** b. New Emergency Phone in Lobby with counter extension
- 4. **A8.02** c. Updates to Charging 1215, new base cab and key drawer
- 5. A8.76 b. New Emergency Phone in Lobby with counter extension
- 6. **A8.78**
- b. New Emergency Phone in Lobby with counter extension detail
- c. Updates to Charging 1215, new base cab and key drawer elevation

END

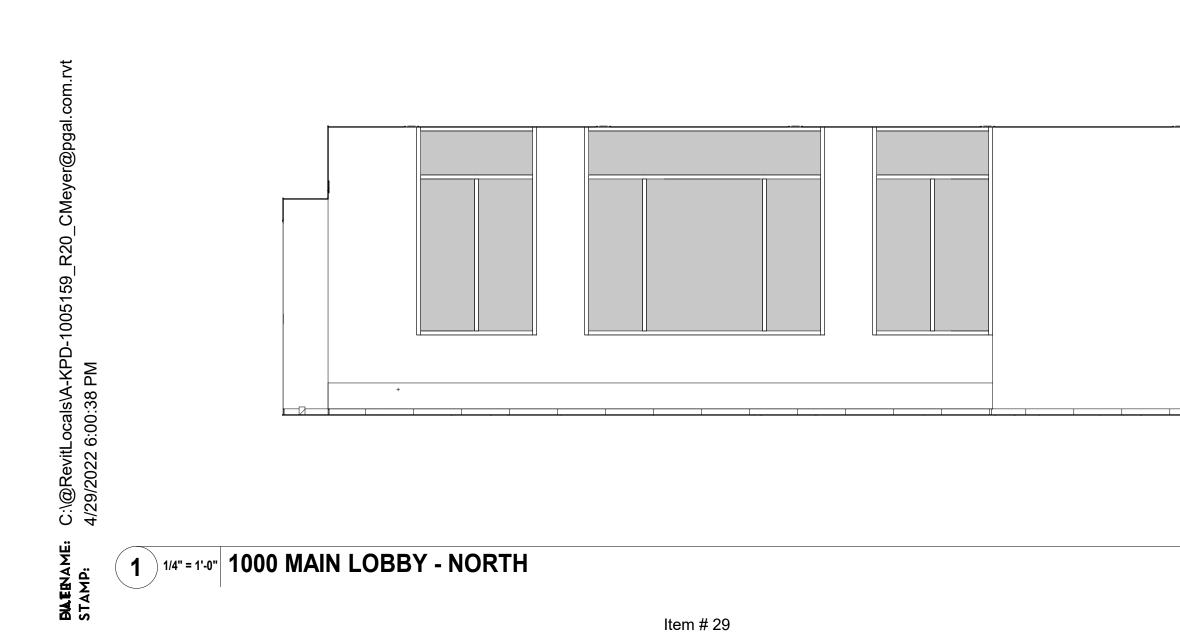


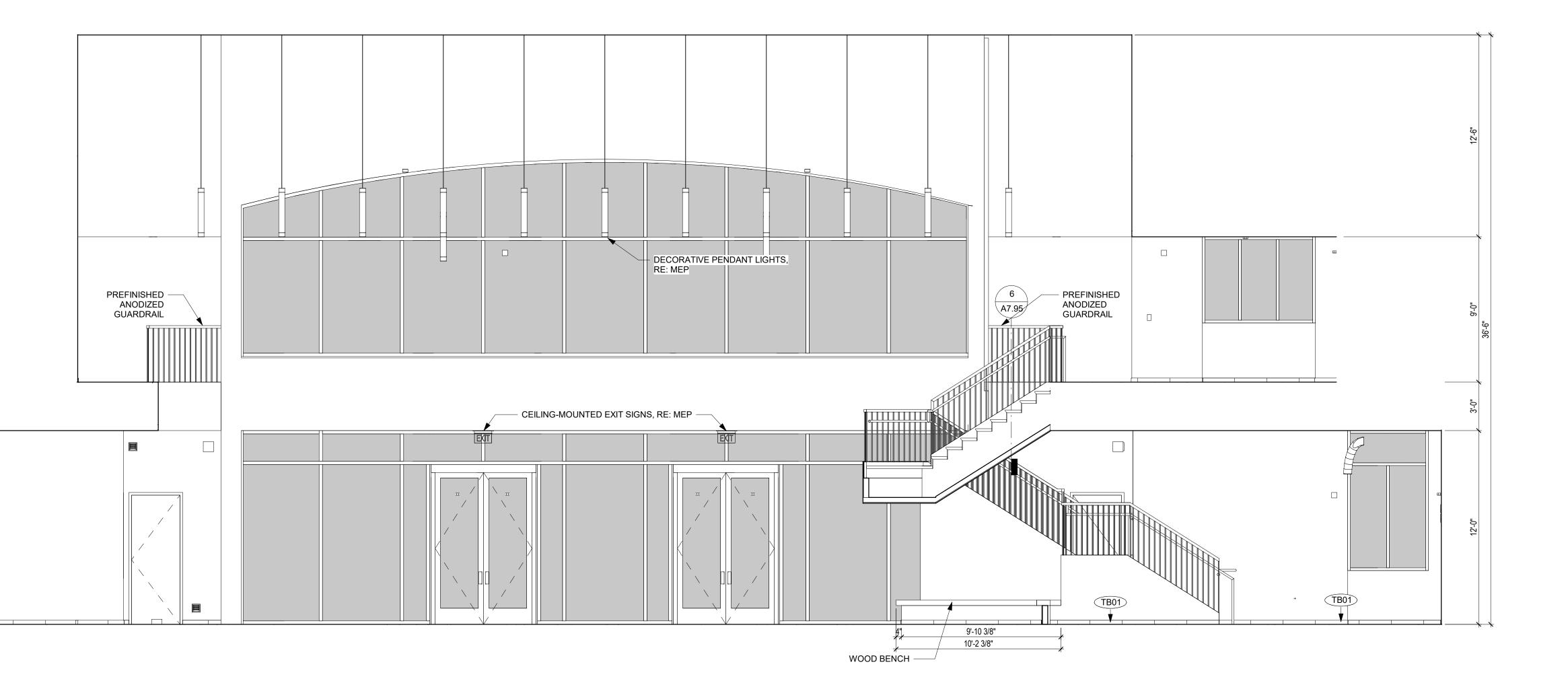


ltem # 29













100 W Center Street Kyle, TX 78640 T (512)-262-1010

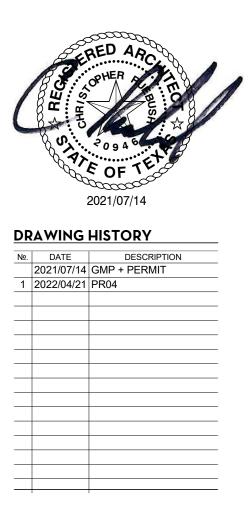
ARCHITECT



2222 Western Trails Blvd Suite #300 Austin, TX 78745 (512) 236-1005

TBPE REG. No. F-2742 www.pgal.com CONSULTANT

REGISTRATION Copyright © 2021



KEY PLAN

PROJECT NAME Kyle Public Safety Center

PROJECT LOCATION 1760 Kohlers Crossing

PROJECT NUMBER 1005159

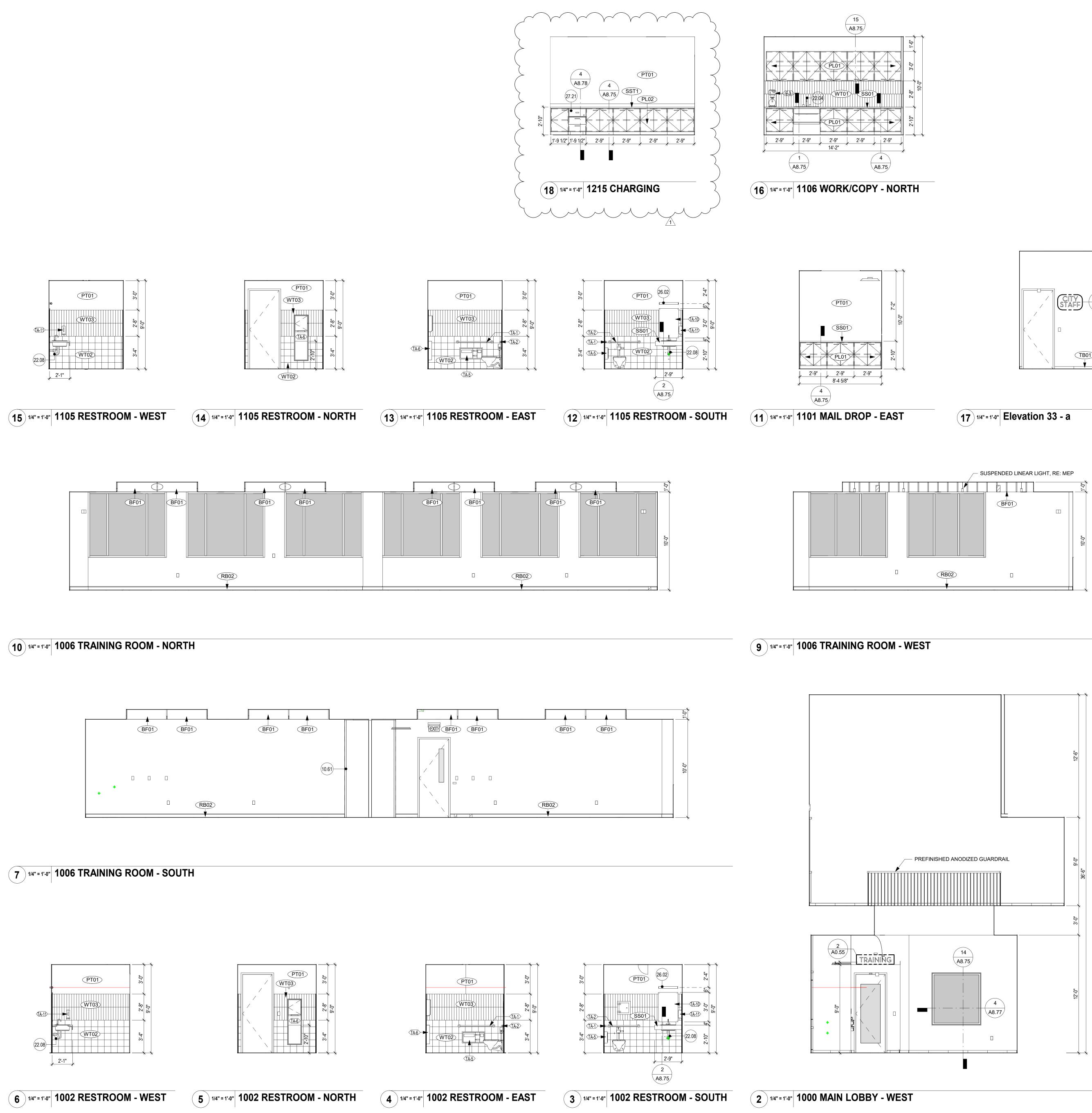
Kyle, TX 78640

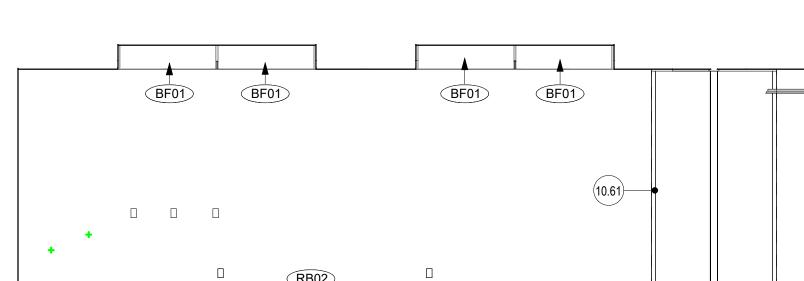
SHEET TITLE INTERIOR ELEVATIONS

SHEET NUMBER

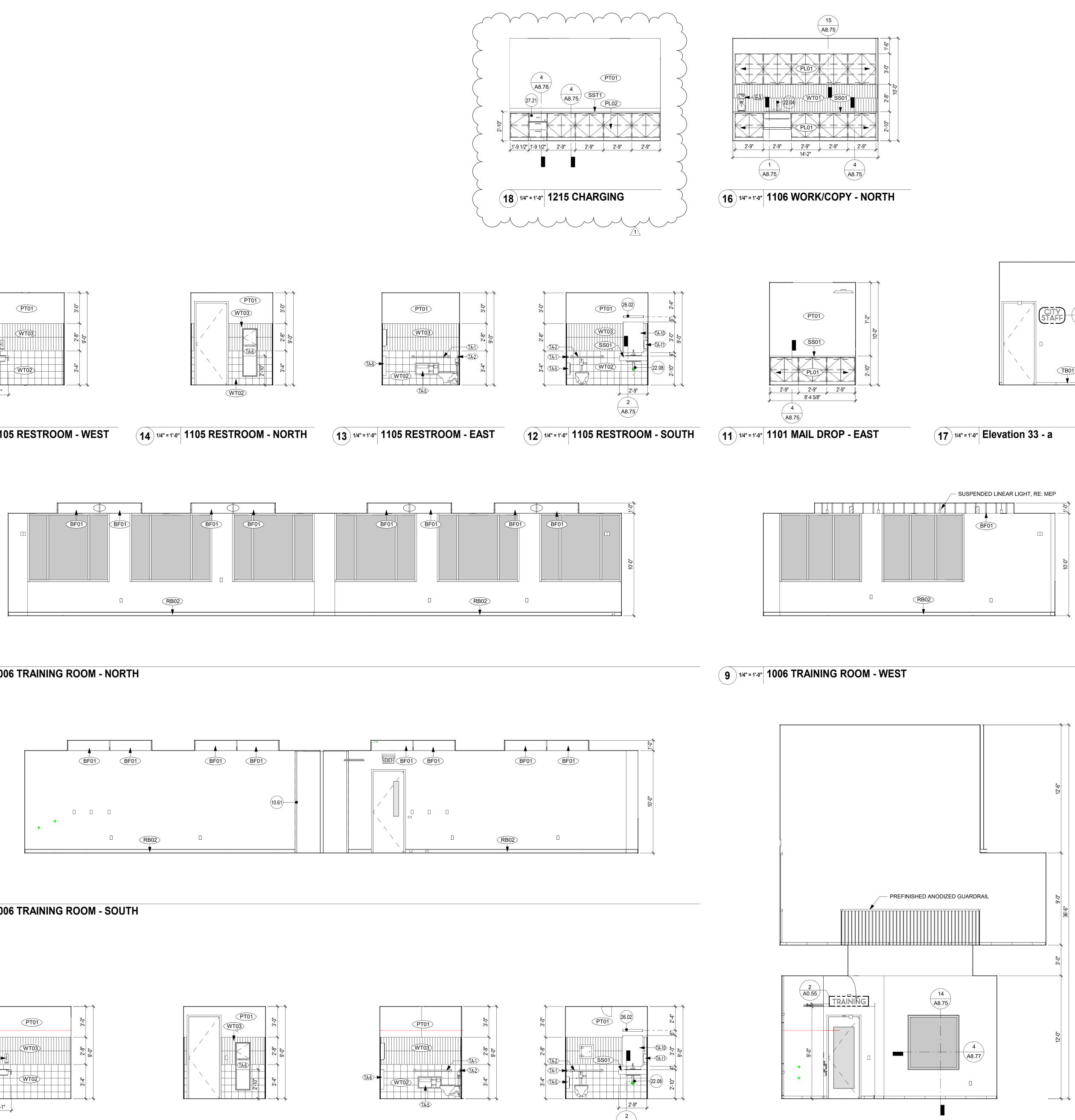
A8.01

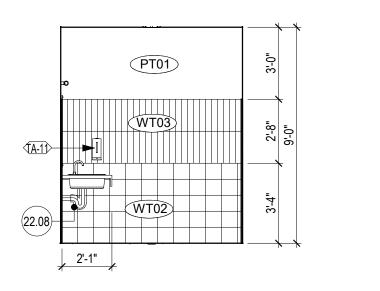


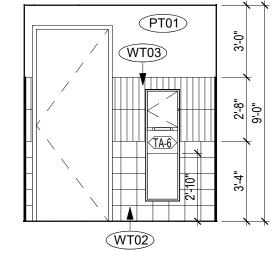


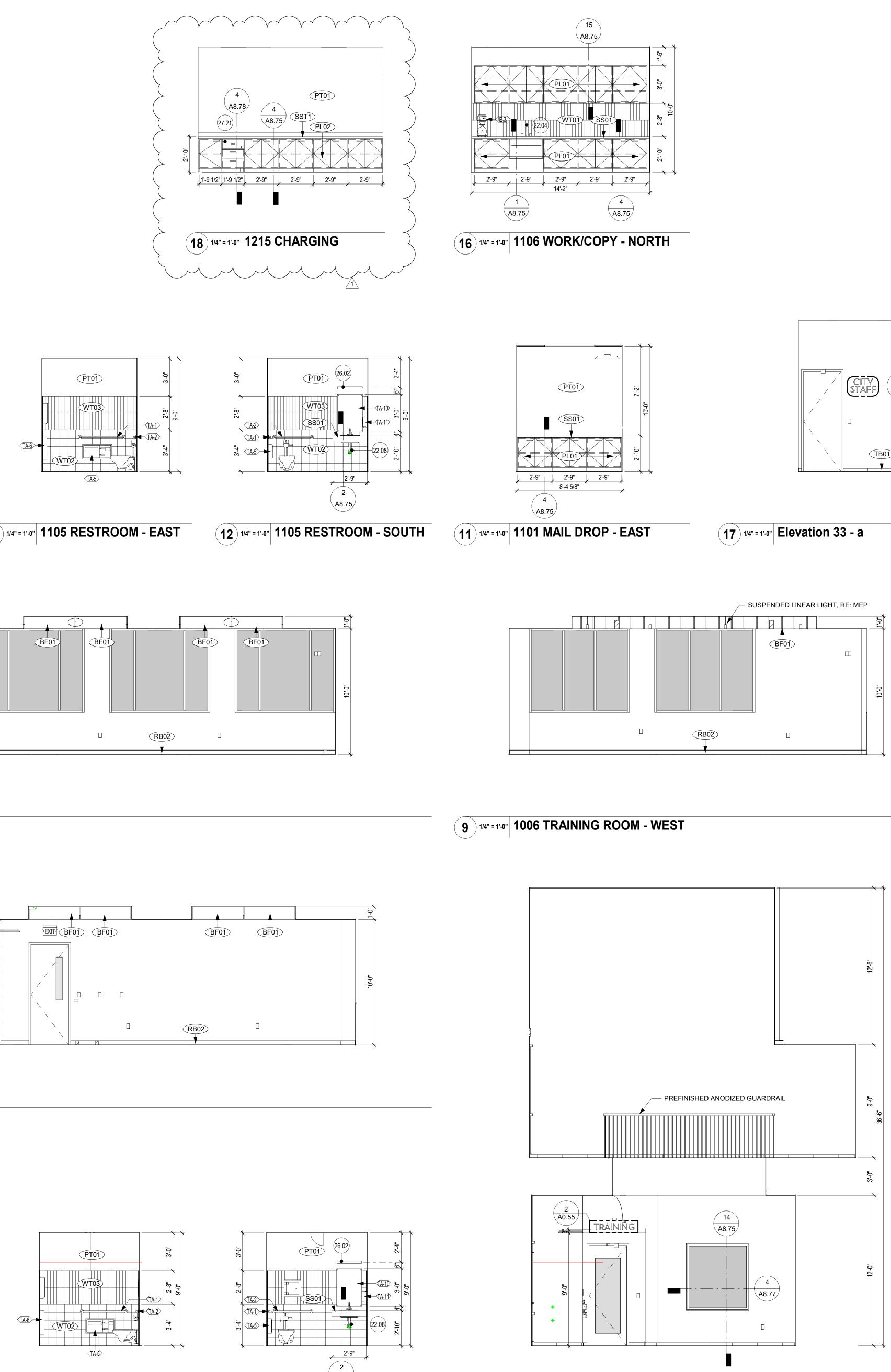


ltem # 29





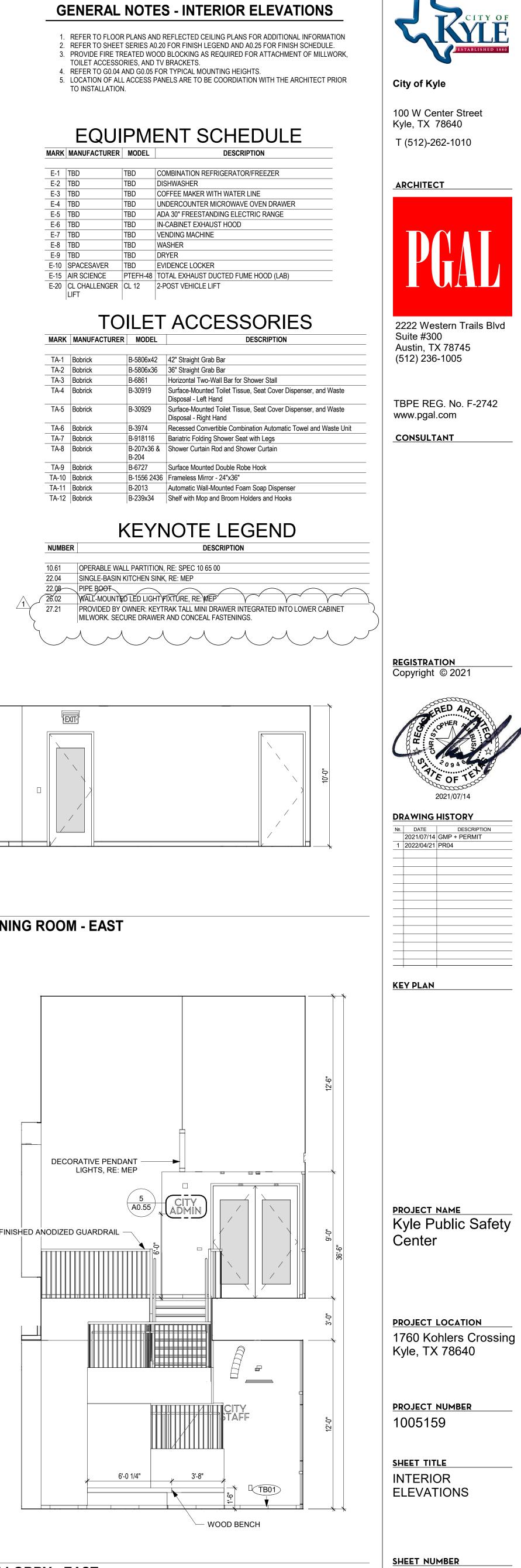


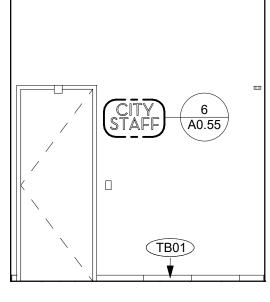


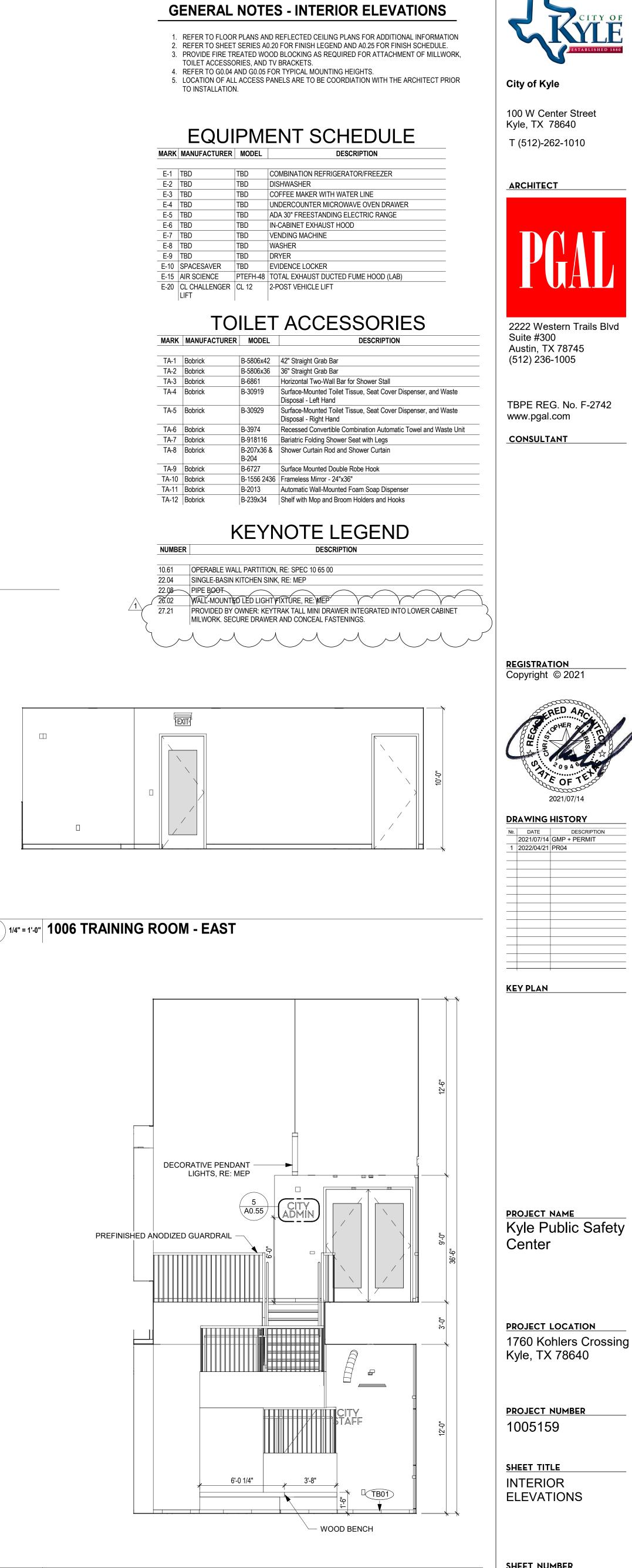
CLIENT

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 DRAW
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	SPACESAVER	TBD	EVIDENCE LOCKER
E-15	AIR SCIENCE	PTEFH-48	TOTAL EXHAUST DUCTED FUME HOOD (LAE
E-20	CL CHALLENGER LIFT	CL 12	2-POST VEHICLE LIFT

MARK	MANUFACTURER	MODEL	DESCRIPTION
TA-1	Bobrick	B-5806x42	42" Straight Grab Bar
TA-2	Bobrick	B-5806x36	36" Straight Grab Bar
TA-3	Bobrick	B-6861	Horizontal Two-Wall Bar for Shower Stall
TA-4	Bobrick	B-30919	Surface-Mounted Toilet Tissue, Seat Cover D Disposal - Left Hand
TA-5	Bobrick	B-30929	Surface-Mounted Toilet Tissue, Seat Cover D Disposal - Right Hand
TA-6	Bobrick	B-3974	Recessed Convertible Combination Automati
TA-7	Bobrick	B-918116	Bariatric Folding Shower Seat with Legs
TA-8	Bobrick	B-207x36 & B-204	Shower Curtain Rod and Shower Curtain
TA-9	Bobrick	B-6727	Surface Mounted Double Robe Hook
TA-10	Bobrick	B-1556 2436	Frameless Mirror - 24"x36"
TA-11	Bobrick	B-2013	Automatic Wall-Mounted Foam Soap Dispens
TA-12	Bobrick	B-239x34	Shelf with Mop and Broom Holders and Hook





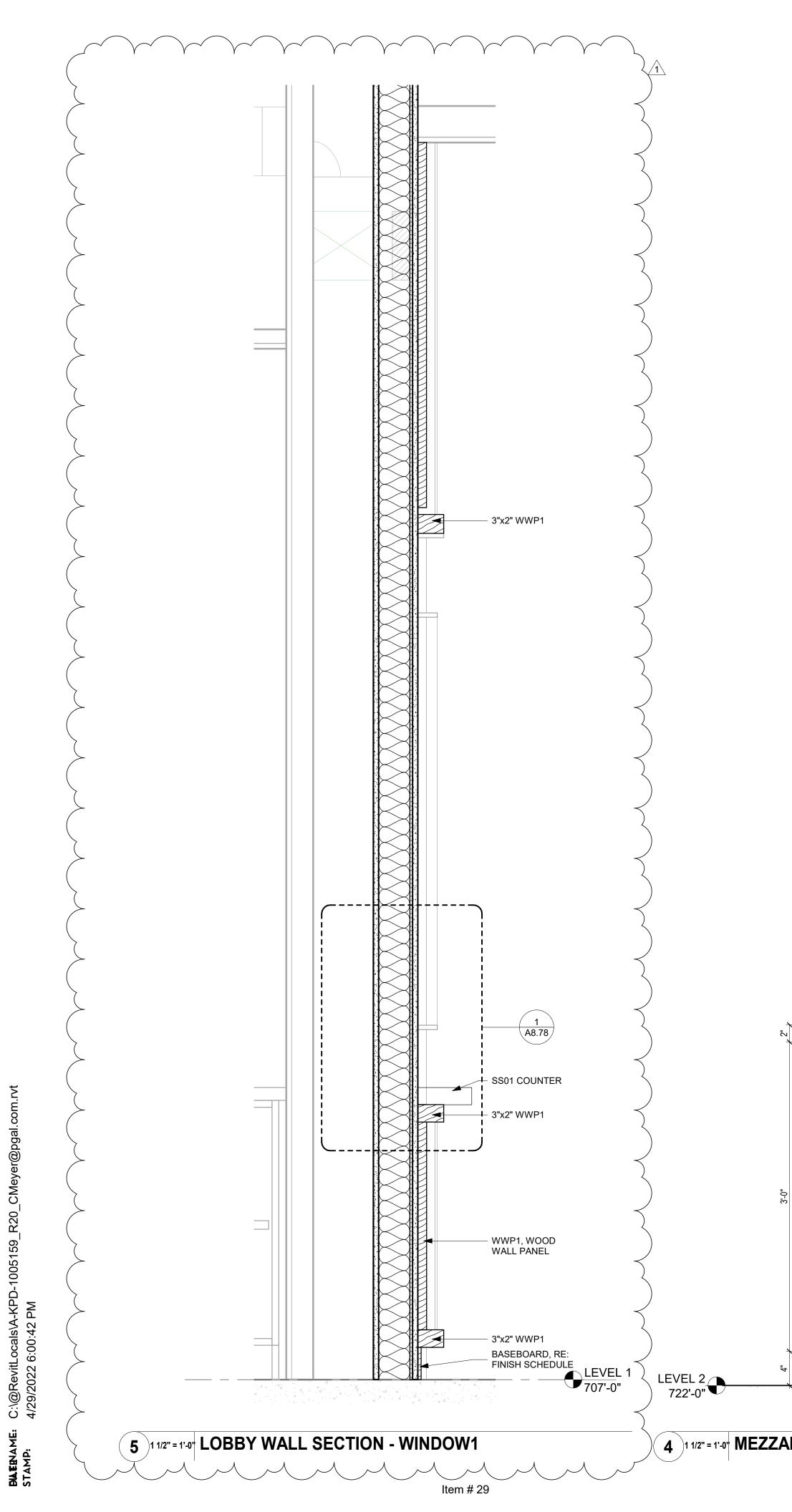


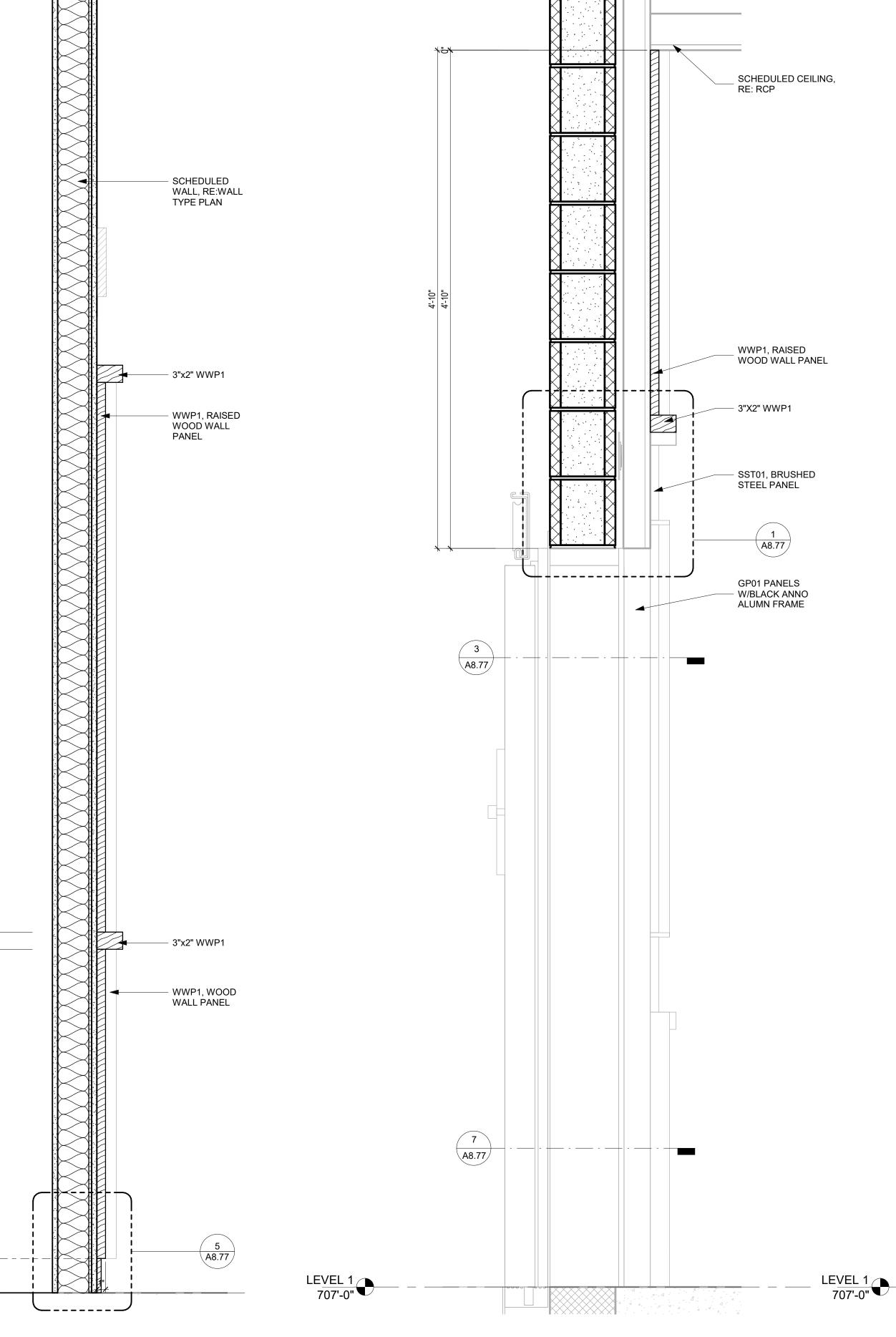
8 1/4" = 1'-0" **1006 TRAINING ROOM - EAST**



1 1/4" = 1'-0" 1000 MAIN LOBBY - EAST

A8.02





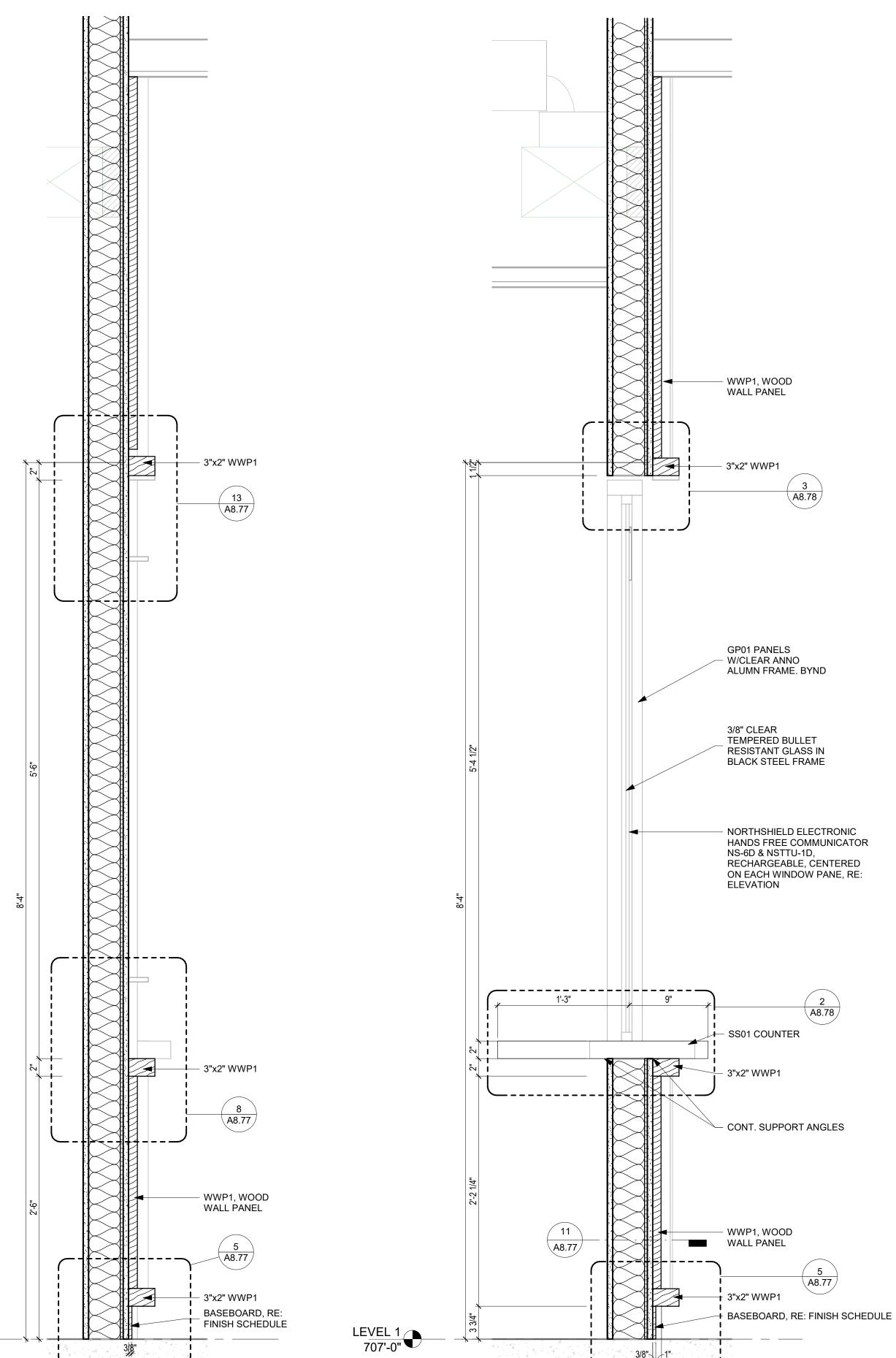
4 1 1/2" = 1'-0" MEZZANINE WALL SECTION - PANEL A

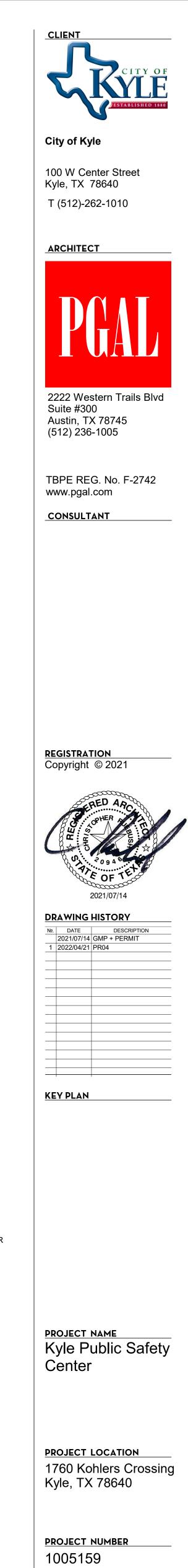
3 1 1/2" = 1'-0" LOBBY WALL SECTION - ELEVATOR DOOR



1 1/2" = 1'-0" LOBBY WALL SECTION - WINDOW

3/8"____1"___





2 A8.78

3 A8.78

5 A8.77

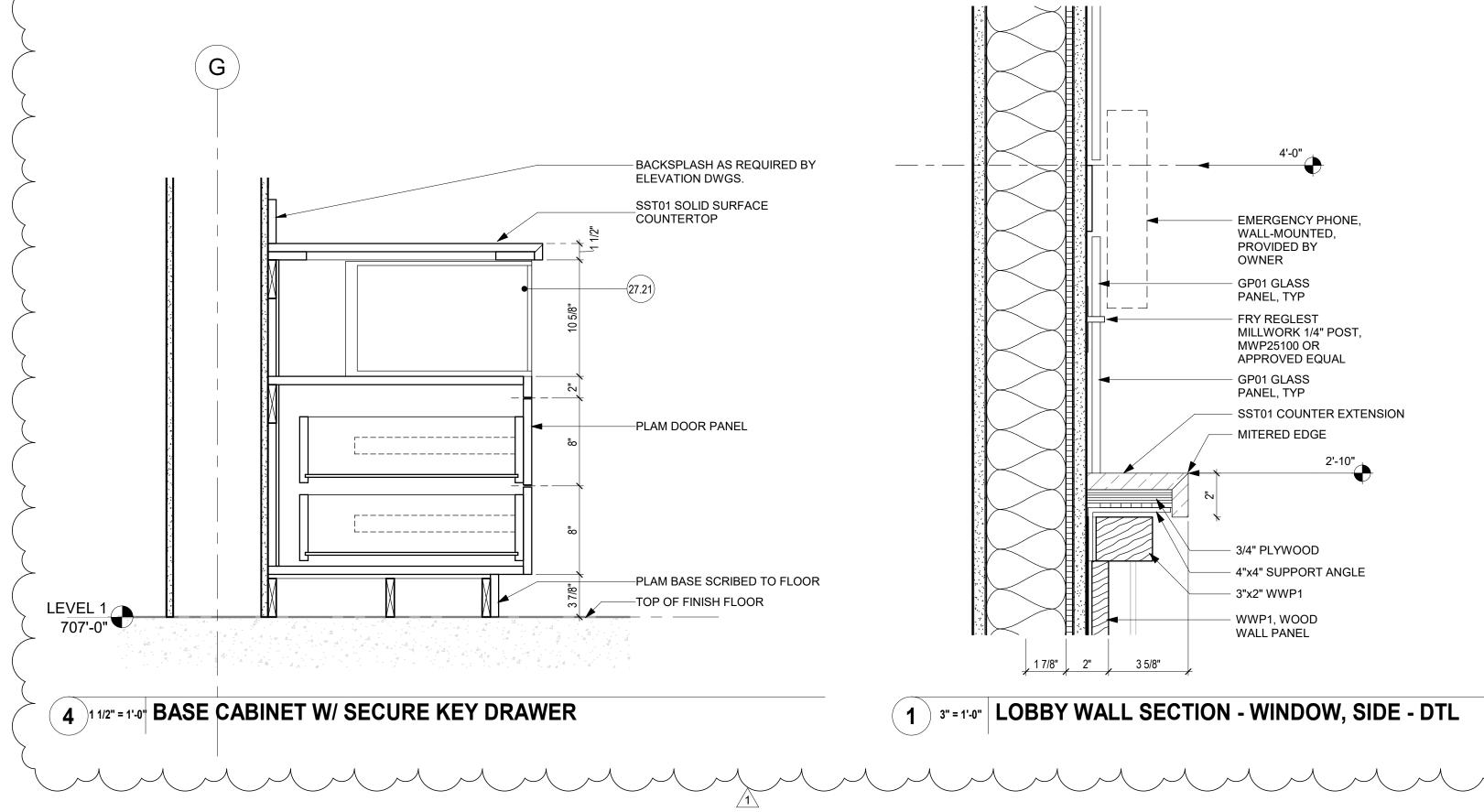
SHEET NUMBER

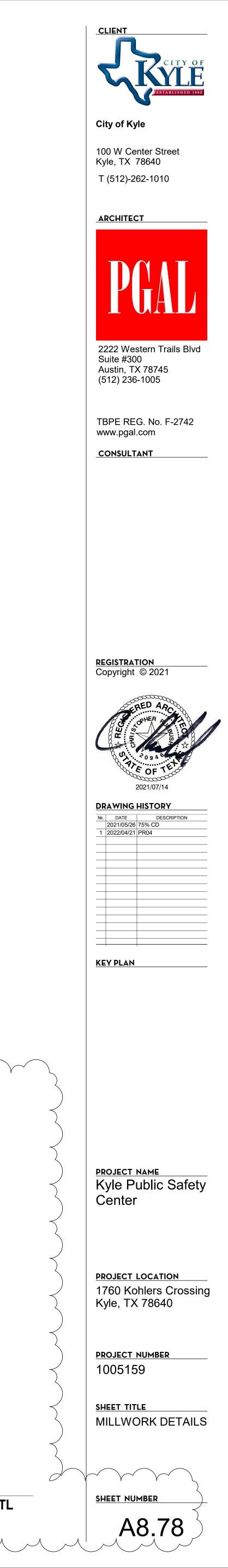
SHEET TITLE

MILLWORK DETAILS

A8.76

ST







Revision

04/21/2022

PR 04

PROJECT 200142.000 | Kyle Public Safety Center

9990 Richmond Avenue South Building, Suite 300 Houston, TX 77042

v 713.914.0888

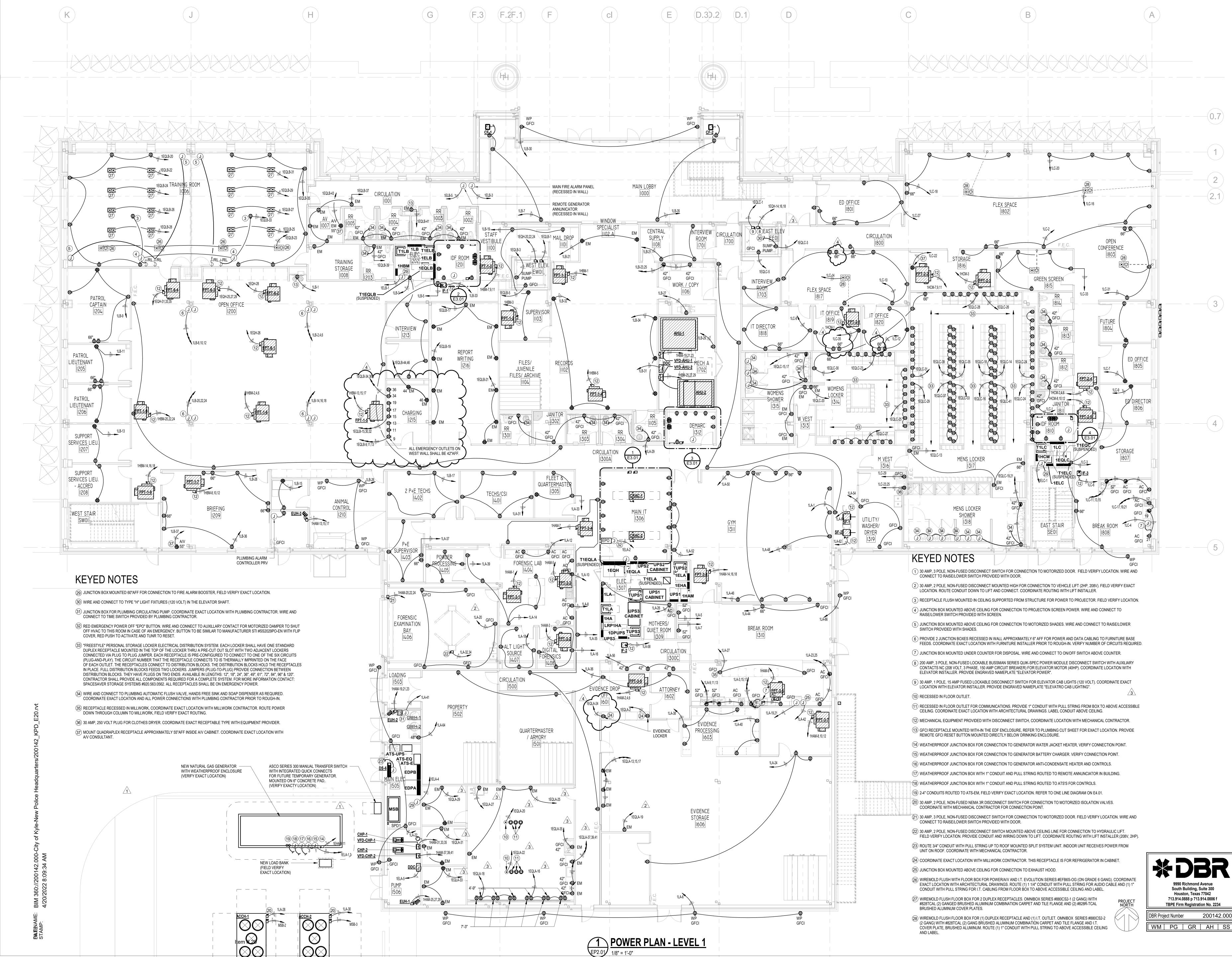
The work described herein shall be added to the scope of work defined by the contract documents or it shall modify the scope of work defined by the contract documents as described. This work shall become a part of the contract documents by addendum. DRAWINGS

ltem 01	Sheet	EP2.01 – POWER PLAN – LEVEL 1
	Α.	Flex Space #1817 – add outlet 66" aff on north wall for 2 nd TV.
	В.	IT Office #1820 – add outlet 66" aff for TV.
	C.	IT Office #1819 – add outlet 66" aff for TV and provide room with dedicated circuit.
ltem 02	Sheet	EP2.02 – POWER PLAN – LEVEL 2
	Α.	Large Conference/EOC Room #2402 – add flush floor outlets and circuits as shown on floor plan.
	В.	Conference Room #2208 – rotate flush floor outlet and make 3 gang. North and south walls revise outlet for TV at 54" aff and revise to quadraplex receptacle.
ltem 03	Sheet	E5.06 – Panel Schedules
	Α.	Panel 1EQLB & 2EQLB revise circuits as indicated on plan.
ltem 04	Sheet	TS2.01 – LOW VOLTAGE PLAN – LEVEL 1
	Α.	Added Technology Keyed note 11 and 12.
	В.	Main Lobby 1000 – Added (1) Wall Phone location.
	C.	Charging 1215 – Added (3) D5 Data drops Annotated 42" AFF. Added (2) D2 Data drops applied keyed notes 11 and 12.
	D.	Flex Space 1817 – Adjusted the location of (1) FSD-2 display, added (1) FSD-2 display.
	E.	IT Office 1819 – Added (1) FSD-2 display location and associated AV-I outlet.
	F.	IT Office 1820 – Added (1) FSD-2 display location and associated AV-I outlet.
ltem 05	Sheet	TS2.02 – LOW VOLTAGE PLAN – LEVEL 2
	Α.	Added Technology Keyed notes 8,9, and 10.
	В.	Admin Conference Room 2208 – Remove Audio-Video scope from the space. Deleted AV-I, AV-C,
		and D2 from Floor Box. Deleted (2) FSD-2 Display Locations.
	C.	Admin Conference Room 2208 - Added (2) D6 Floor box data drops. Applied Keyed note 10 to (1)
		D6 drop. Added (4) AV rough in locations applied keyed note 9.
	D.	SSB Workstations 2211 – Added (1) D3 Data drop annotated 42" AFF
	Ε.	Work/Copy 2200A - Added (1) D3 Data drop annotated 42" AFF
	F.	Storage/ Workroom - Added (1) D4 Data drop annotated 42" AFF
	G.	Large Conference EOC 2402 – Deleted (2) Floor Box AV-I and (2) D2 Data drops.
	Н.	Large Conference EOC 2402 – Added (12) Floor Box D6 and D4 Drops. Applied Keyed note 8 to
		D4 Data drop. Added (3) AV rough in locations annotated 93" AFF. Applied Keyed note 9.

Item 06 Sheet TS3.01 – LOW VOLTAGE ENLARGED

- A. Added Technology Keyed note 8.
- B. Added (1) 2-Post Rack and (1) Vertical Cable manager. Applied keyed note 8.

END OF PR 04





5



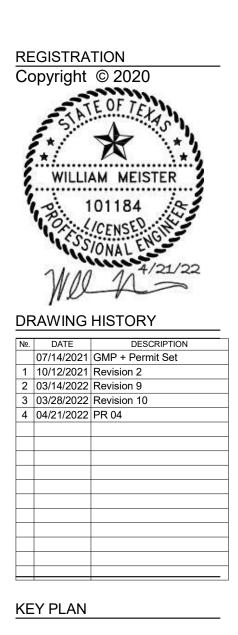


ARCHITECT



2222 Western Trails Blvd Suite #300 Austin, TX 78745 (512) 236-1005

TBPE REG. No. F-2742 www.pgal.com CONSULTANT



PROJECT NAME Kyle Public Safety Center

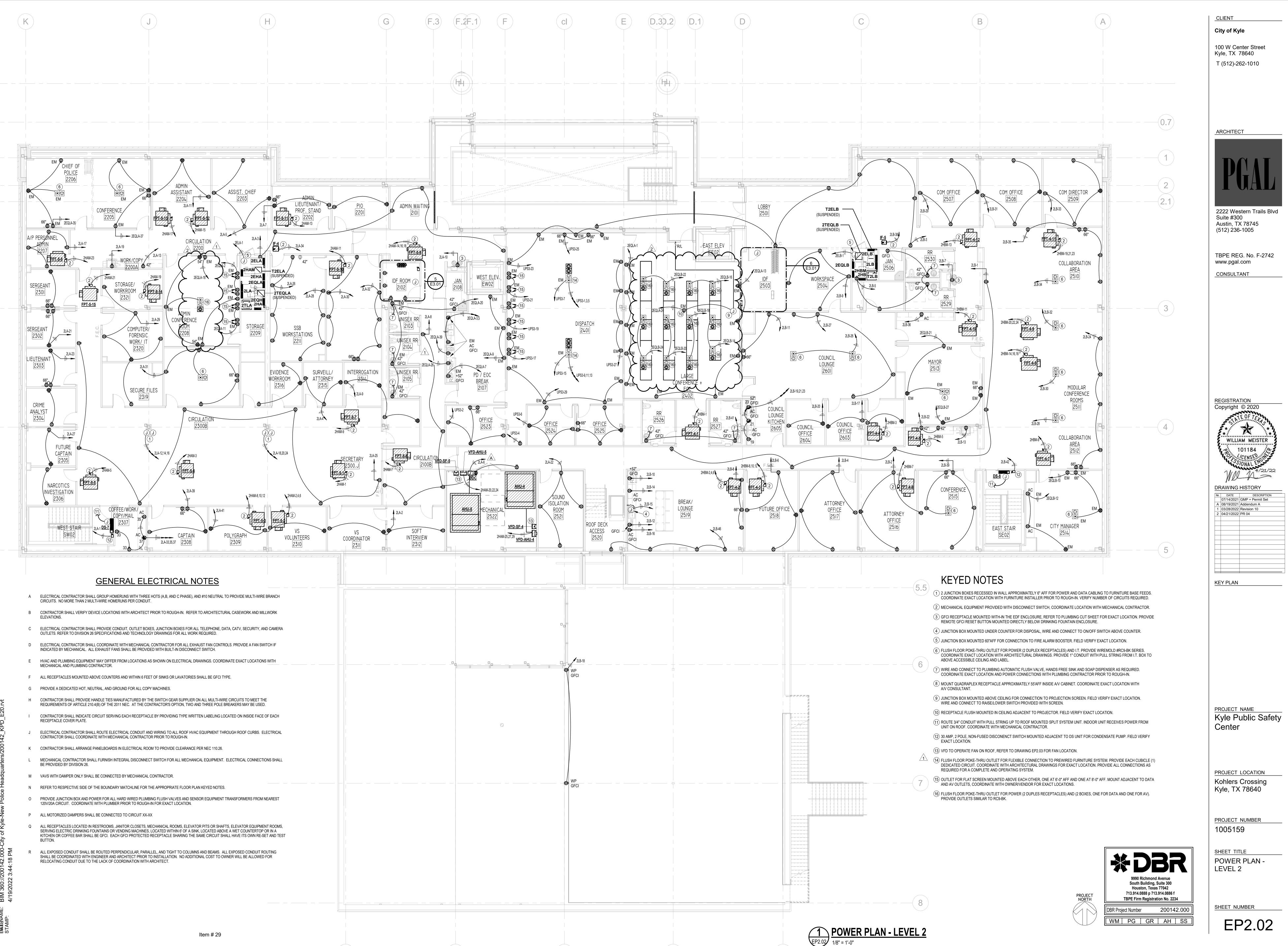
PROJECT LOCATION Kohlers Crossing Kyle, TX 78640

PROJECT NUMBER 1005159

SHEET TITLE POWER PLAN -LEVEL 1

SHEET NUMBER

EP2.01



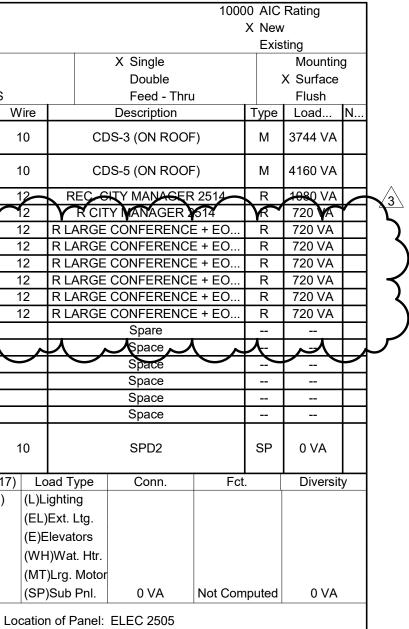
					Pan	elbo	ard 2	2EC	λH							X Nev	Rating v sting	
480)/277 Wye	Volt, 3	Phase,	4 Wire Mair	ns Type:		0 A N	/ICB						X Single				
	1	Sectior	ı		ЛLO		225 A B	BUS (S (Copper)					Double		X Surface		
	Type 1	-Nema	Rating	ľ			. 18	ISO. GRND. BUS						Feed - Thr	u		Flush	
lote	Load	Туре		Description		Wire	CB	CK		СВ	Ν	/ire		Description		Туре	Load	Ν
	19920 VA					10	30 A	1 3 5		25 A		10	RTU	J-2 (ON ROO	F)	М	19090 VA	4
	9130 VA	М	R	TU-5 (ON ROO	=)	12	15 A 		-	70 A		4	RTI	J-4 (ON ROO	F)	М	50630 VA	1
	Space							13 1										t
								15 1	16 3	30 A	1	10	RTI	J-6 (ON ROO	F)	М	24070 VA	1
			00000					17 1	18									
		Space						19 2	20					Space				
							21 2						Space					
				Space				23 2						Space				
				Space				25 2						Space				
				Space					28					Space				
				Space				29 3						Space				
		R;						31 3						Space				
	25634 VA	SP: M		2TEQLB		4	45 A	33 3						Space				
								35 3						Space				
	30104 VA	R; SP; K; M		2TEQLA		4	45 A	37 3 39 4 41 4	40 3	30 A		10		SPD3		SP	0 VA	
N.E	.C. (2017)	Load	d Type	Conn.	Fct.		Diversity	/	N.È.C	C. (20 ⁷	17)	Loa	ad Type	Conn.	Fct.		Diversi	ty
	220.44	(R)Red	ceptacle	28520 VA	67.53%	, .	19260 V	A	210	0.20(a)	(L)Lig	ghting					
	220.56	(K)Kito	hen	5000 VA	70.00%	,	3500 VA	A				(EL)E	Ext. Ltg.					
	220.60 (C)Cooling 220.60 (H)Heating 220.60 (F)Fans					0 VA		62	20.14		(E)El	evators						
						0 VA					1 Y)Wat. Htr.						
							2	220.5		· · ·	Lrg. Motor							
		(M)Mis		145058 VA	100.00%	6 1	45058 V	γ <u>A</u>	_			1 · · ·	Sub Pnl.	0 VA	Not Com	puted	0 VA	
	Total Co Total Loa	VA = VA =	21	5 A 2 A				Location of Panel: ELEC 2210						-				

						Pa	nelb	oard 2	2E	Ql	A				10000 AIC Rating X New Existing							
	120	/208 Wye	Volt, 3	B Phase,	4 Wire	Mains Type:		100 A N	/CB						X Single				Mounting			
		1	Section	n		MOD		100 A E	sus	(Co	pper)				Double			X Surface	•			
		Type 1	-Nema	Rating		MCB				•	ND. BUS	S			Feed - Thr	u		Flush				
\setminus	Note	Load	Туре		Descript	ion	Wire	e CB	С	KΤ	СВ	W	'ire		Description		Туре	Load	N			
$ \ge $		900 VA	R	R LARGE	CONFER	RENCE + EO	. 12	20 A	1	2	20 A			R ADM	IN CONFERE	NCE	R	720 VA				
		1000 VA	Κ	APPLIAN	NCE PD / E	OC BREAK	12	20 A		4		1	2									
		1000 VA	Κ	COFFEE	PD / EOC	BREAK 2107	12	20 A		6	30 A	1	0	CD			М	4160 VA				
$^{-}$		1000 VA	K			PD / EOC	12	20 A	7	-	30 A	30 A 10			CDS-1 (ON ROOF)		IVI	4100 VA				
2		540 VA	R		C. Room 21		12	20 A		10	25 A	1	0	CD	CDS-4 (ON ROOF)			3744 VA				
		720 VA	R			ERENCE		20 A		12		-	-		, , , , , , , , , , , , , , , , , , ,							
		900 VA	R	REC	C. Room 24		12	20 A		14			2		(1/4HP ON R0	/	М	670 VA				
		360 VA	R		DATA RA	ACK	12	20 A		16			2	````	1/10HP ON R	,	М	400 VA				
		2000 VA	R		DATA RA	АСК	12	20 A		18	20 A		2		MIN CONFER		R	1800 VA				
				DATA RACK DATA RACK						20	20 A	1	2	REC. Roo	Room 2314, 2105, 2104, R 720							
		360 VA	R				12	20 A		22	20 A				Spare							
		2000 VA	R				12	20 A	23	24	20 A		2		ROJECTORS		R; M K	680 VA				
							2			26		1	2	K PD /	K PD / EOC BREAK 2107			1000 VA				
		830 VA	М		NDENSATE PUMP		12	20 A		28	20 A				Spare							
		360 VA	R		IDF ROOM					12	20 A		30	20 A				Spare				
		360 VA	R		IDF ROOM		12	20 A		32	20 A				Spare							
		360 VA	R			(ON ROOF)	12	20 A		34	20 A				Spare							
		1260 VA	R			POLICE 2206	12	20 A		36	20 A				Spare							
		1260 VA 1000 VA	R K			ENCE 2205 EAK 2107	12 12	20 A 20 A		38 40	30 A	4			SPD2		SP	0.1/4				
2		1000 VA		K PD	Spare		12			40 42			0		SPDZ		57	0 VA				
		 C. (2017)		d Type	Conn.	Fct.		Diversit			E.C. (20	17)		ad Type	Conn.	Fct		Diversit				
			-	ceptacle	14800 V			12400 V			210.20(a			ghting	Conn.	10	•	Diversit	.y			
			· · ·							4	210.20(8	1)	. ,									
		220.56	(K)Kit		5000 VA	A 70.00	%	3500 VA	4				• •	Ext. Ltg.								
		220.60	(C)Co	•				0 VA			620.14		. ,	levators								
		220.60	(H)He	J. J				0 VA					•)Wat. Htr.								
		220.60	(F)Fai	ns					1T)Lrg. Motor													
		(M)Misc. 10304 VA 100.00% 10304 VA					(SP)	Sub Pnl.	0 VA	Not Con	nputed	0 VA										
		Total C Total Loa		ed Load: ersified):	30104 26204			34 A 73 A				Loc	cation	n of Panel:	ELEC 2210							

						Pan	ell	00	ard 2	2E	QL	B				
120	0/208 Wye	Volt, 3	Phase,	4 Wire	Mai	ns Type:			100 A N	ICB						
	1	Sectio	n			МСВ	100 A BUS (Copper)									
	Type 1	-Nema	Rating			INICB			15	ISO. GRND. BUS						
Note	Load	Туре		Descrip	tion		W	ire	CB	CI	KΤ	CB	V			
	360 VA	R		DATA R	ACK		12 20 A			1	2	25 A				
	2000 VA	R		DATA R	VCK		1	2	20 A	3	4	20 A				
	2000 VA			DAIAN	ACK			2	20 A	5	6	30 A				
	360 VA	R		DATA R	ACK		1	2	20 A	7	8	30 A				
	2000 VA	R		DATA R	ACK		1	2	20 A	9	10	284				
		IX.			-				20 7	11	12		\cap			
	1500 VA	Μ	CC	NDENSA	TE Pl	JMP	1	2	20 A	13	14	20 A				
	360 VA	R		R IDF 2			1	2	20 A	15	16	20 A				
	360 VA	R		R IDF 2	503		1	2	20 A	77	18	20 A				
	360 VA	R		R IDF 2			1		20 A			20 A				
	900 VA	R		REC. Roor	m 251	13	1	2	20 A	21	22	20 A				
	670 VA	Μ	EF-	4 (1/4HP C	ON RO	OOF)	1	2 15 A		23		20 A				
	1840 VA	Μ	EF	-5 (1HP O	N RO	OF)	1	0	40 A	25	26	20 A				
	900 VA	R		R MAYOF	R 251	3			20 A	27	28					
				Spac	e					29	ş					
				Spac	e					31	32					
				Spac	e					33	34	1				
				Spac	e					35	36	1				
				Spac	e					37	38					
				Spac	e					39	40	30 A				
				Spac	e					41	42					
N.E	E.C. (2017)	Loa	d Type	Conn		Fct.			Diversity	,	N.I	E.C. (20	17)			
	220.44	(R)Re	ceptacle	13720 \	/A	86.44%	6	1	1860 V/	4	2	210.20(a	a)			
	220.56	(K)Kit	chen													
	220.60	(C)Co							0 VA			620.14				
	220.60	(H)He	-						0 VA							
	220.60	(F)Fai	-						0 171			220.5				
	220.00	(M)Mi	1	11914 \	/Δ	%	1	1914 V/	^		220.5					
	Total C	. ,	ed Load:				71	-	٦							
													Lo			
	Total Loa	אוע) או	ersmed):	23/14	4 VA	= 66 A										

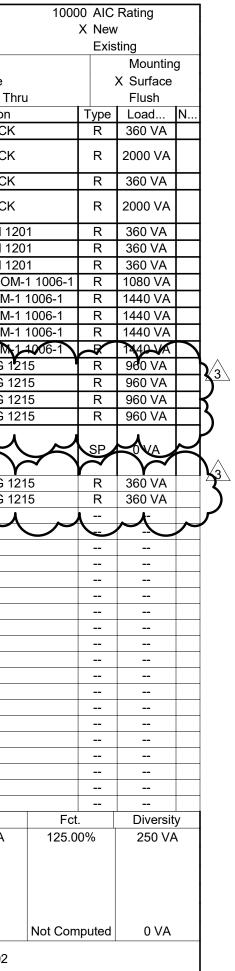
<u>n</u> 🖻

Type Note Load	ve Volt.	Panelboard 1EQLC 10000 AIC Ratin Existing														•		
Note Load	2 Secti	on	4 Wire Ma	ins Type: MCB		150 A N 150 A E	/CB BUS	(Co	pper)			Single X Double				Mounting X Surface		
		a Rating		WICD					ND. BUS				Feed - Thru	1		Flush	.	
			Description		Wire	CB		KT	CB	Wi			escription		Туре	Load	Ν	
1500 V	A M		EVATOR LIGH		12	20 A	1	2	20 A	1	2	DA	TA RACK		R	360 VA		
180 VA	A R	ELE	VATOR SUMP	PUMP	12	20 A	3	4	20 A	1	2		TA RACK		м	2000 VA		
180 VA	A R	E	LEV PIT RECE	PT	12	20 A	5	6	20 A	L	2	DF	ATA RACK			2000 VA		
830 VA	Ν	CC	NDENSATE P	UMP	12	20 A	7	8	20 A	1	2	DA	TA RACK		R	360 VA		
360 VA	A R	F	RIDF ROOM 18	310	12	20 A	9	10			_							
360 VA	A R	F	RIDF ROOM 18	310	12	20 A	11	12	20 A	1	2	DA	TA RACK		М	2000 VA		
1140 V	A R; M	_	C. Room 1317,		12	20 A	13	14	20 A	1	2	R MENS	LOCKER 1	317	R	1260 VA		
1300 V				HOWER 1315 12 20 A 15 16 20 A 12 R MENS LOCK									R	1440 VA	+			
1000 V												R	1260 VA	+				
1000 V				NS SHOWER 1315 12 20 A 17 18 OCKER SHOWER 12 20 A 19 20						1			VS LOCKER		R	720 VA	+	
1000 V			S LOCKER SH		12	20 A		20	20 A	1			15 LOCKLIN	1314		120 VA	╋	
									00.4					047		00001/4	┢	
1080 V			MENS LOCKE		12	20 A		24	20 A	1			LOCKER 1		R	2880 VA	┢	
1440 V			MENS LOCKE		12	20 A		26	20 A	1			LOCKER 1		R	900 VA	┢	
1440 V	_		MENS LOCKE		12	20 A		28	20 A	1			LOCKER 1		R	900 VA	┶	
1440 V			IENS LOCKER		12	20 A		30	20 A	1:	2 F		NS LOCKER	1314	R	720 VA		
1260 V	A R	RM	IENS LOCKER	1317	12	20 A	31	32	20 A				Spare					
1440 V	A R	RM	IENS LOCKER	1317	12	20 A	33	34	20 A				Spare					
1260 V	A R	RM	IENS LOCKER	1317	12	20 A	35	36	20 A				Spare					
1440 V	A R	RM	IENS LOCKER	1317	12	20 A	37	38					-				\top	
1260 V	_		IENS LOCKER		12	20 A		40	30 A	1	0		SPD2		SP	0 VA		
1440 V			IENS LOCKER		12	20 A		42	0071		č		0. 22		0.	0 17 1		
			Spare	1017	12	20 A		44	20 A				Spare				-	
			Spare			20 A		46	20 A				Spare				+	
			Spare			20 A		48	20 A				Spare				+	
			Space					50					Space				+	
			Space					52					Space				+	
			Space					54					Space				+	
			Space					56					Space				+	
			Space					58					Space				+	
			Space					60					Space				-	
			-					62					•				+	
			Space					62 64					Space				+	
			Space					66					Space				+	
			Space					68					Space				+	
			Space										Space				+	
			Space					70					Space				+	
			Space				71						Space				+	
			Space					74					Space				+	
			Space					76					Space				+	
			Space				77						Space				_	
			Space					80					Space				+	
								82					Space				<u> </u>	
	Space			Fct.				84										
•	I.E.C. (2017) Load Type Conn.					Diversity		-	E.C. (20	,	Load T		Conn.	Fct	-	Diversi	ty	
220.44	(R)F	eceptacle	29920 VA	66.71%	ó	19960 V	A	2	210.20(a	a)	(L)Lightin	ng						
220.56	(K)K	itchen								(EL)Ext.	Ltg.							
220.60				0 VA			620.14		(E)Elevat	-								
220.60 (C)Cooling 220.60 (H)Heating						0 VA					(WH)Wat							
			UVA			000 -		. ,										
220.60 (F)Fans (M)Misc. 7230 VA 100.00									220.5		(MT)Lrg.							
	%	7230 VA	4				(SP)Sub	Pnl.	0 VA	Not Computed 0 VA								
Tota	Conne	cted Load:	37150 VA	VA =	10)3 A				1.00	otion of r		EC 1000					
	ood (D	iversified):	27190 VA	VA =	75	5 A				LOC	auon of F	Panel: EL	EC 1809					



					Pan	elbo	oard '	1E	EQLB							
120	/208 Wye	Volt, 3	B Phase, 4	Wire Mai	ins Type:		150 A N	ЛСВ						Single		
	•	Section					150 A E			pper)				X Double		
	Type 1	-Nema	Rating		MCB					ND. BUS	S			X Feed -		
Note	Load	Туре		Description		Wire	СВ		ΚT	СВ	W	ire		Descriptio		
	200 VA	L		ATOR LIGH	ITS	12	20 A	1	2	20 A	1	2		DATA RAC		
	180 VA	R	ELE	V SUMP PU	MP	12	20 A	3	4	00.4		_				
7	-180 VA	ľ		ELEXPL		12-	20 A	5	6	20 A	12			DATA RAC		
	830 VA	м	CON	DENSATE PI	JMP	12						2		DATA RAC		
	960 VA	R	R CH	HARGING 12	215	12	20 A	9	10		4	_				
	960 VA	R	R CH	HARGING 12	215	12	20 A	11	12	20 A	1	2		DATA RAC		
	960 VA	R	R CH	HARGING 12	215	12	20 A	13	14	20 A	1	2	RI	DF ROOM		
	960 VA	R	R CH	HARGING 12	215	12	20 A	15	16	2 0 A	1	2	RI	DF ROOM		
	1260 VA	R			1 1216-1	12	A O A	17	18	20 A	1	2	RI	DF ROOM		
7	1080 VA	R	RREPOR	WRITING-	11216-1	\mathbf{Y}_{2}	20 A	19	20	20 A	1	2 R	EC. TRA	INING ROC		
	900 VA	R	R REPOR	T WRITING-	1 1216-1	12	20 A	21	22	20 A	1	2	R TRAIN	IING ROOM		
	1440 VA	R	R TRAINI	NG ROOM-'	1 1006-1	12	20 A	23	24	20 A	1	2	R TRAIN	IING ROOM		
	1440 VA	R	R TRAINI	NG ROOM-'	1 1006-1	12	20 A	25	26	20 A	1			IING ROOM		
	1440 VA	R	R TRAINI	NG ROOM-	1 1006-1	12	20 A	27	28	20 A	~	2	P.T RAIN	NUC ROOM		
	1440 VA	R	R TRAINI	NG ROOM-'	1 1006-1	12	20 A	20	30	20 A		1		HARGING		
	1440 VA	R	R TRAINI	NG ROOM- ²	1 1006-1	12	20 A	31	32	20 A			RC	HARGING		
	1360 VA	R; M		RECEPT'S		12	20 A	3	34	20 A			RC	HARGING		
	1080 VA	R	REC. TRAIN	NING ROOM	1-1 1006-1	12	20 A	\$5	36	20 A			RC	HARGING		
	900 VA	R	REC. Roc	om 1008, 100	07, 1001	12	20 A	3	38							
	900 VA	R	REC. Roon	n 1005, 1004	4, 1003,	12	20 A	39	NQ.	300	1	<u>~</u>		SPD		
	800 VA	R	EDF CI	RCULATION	1001	12	20 A	41	42	$\Gamma \gamma$	~	\mathbf{N}		$\sqrt{\gamma}$		
	360 VA	R		R AV 1007			20 A	43 45	44	20 A			RC	HARGING		
				Spare			20 A		46	20 A			RC	HARGING		
				Spare			20 A	_	48	20 A				Spare		
				Space				49			\smile	/~`		Space		
				Space				51	52					Space		
				Space				_	54					Space		
				Space					56					Space		
				Space					58					Space		
				Space				59 61	60					Space		
				Space Space				_	62 64				-	Space Space		
				Space				_	66					Space		
				Space				67						Space		
				Space				_	70					Space		
				Space				71	72					Space		
				Space				73						Space		
				Space				75						Space		
				Space				77	78					Space		
				Space				79	80					Space		
				Space				81	82					Space		
				Space				83	84					Space		
N.E	.C. (2017)	Loa	d Type	Conn.	Fct.		Diversit	y	Ν.	E.C. (20	17)	Load	d Type	Conn.		
2	220.44	(R)Re	ceptacle	36240 VA	63.80%	6	23120 V	A		210.20(a	i)	(L)Ligł	nting	200 VA		
2	220.56	(K)Kite	chen									(EL)E	xt. Ltg.			
	220.60 (C)Cooling 220.60 (H)Heating						0 VA			620.14		• •	vators			
							0 VA			-			Vat. Htr.			
	220.60	(F)Far	-				5 777			220.5			rg. Motor			
4	220.00	1		1020 \/A	100.000	0/	1020 1/1	^		220.0		• •	-	0.1/4		
(M)Misc. 1830 VA Total Connected Load: 38270 V/					100.00° VA =		1830 VA 6 A	٩				(57)5	ub Pnl.	0 VA		

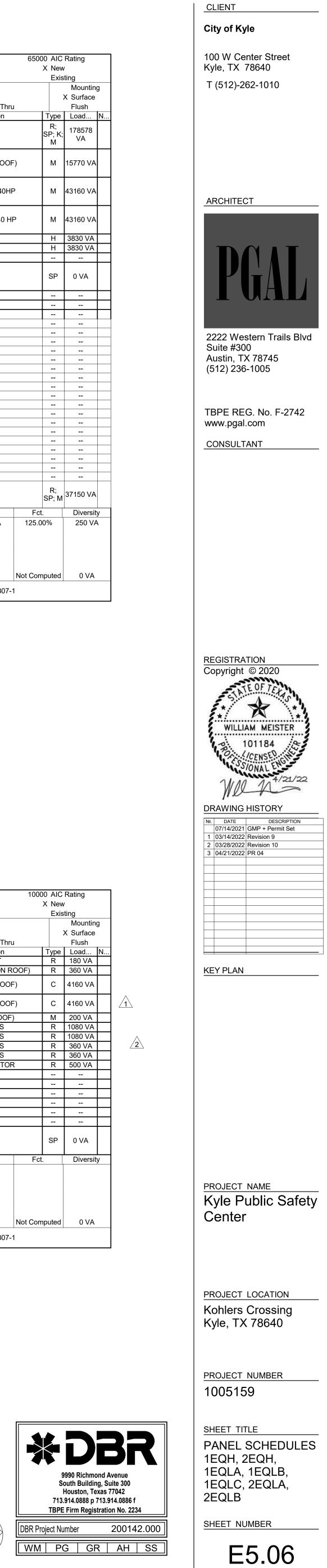
					Pan	elb	oard '	1E	Qł	4					0 AIC X New Exis		
480	•	Sectio		Wire M	ains Type: MLO		0 A M 600 A E	BUS	(Co	opper) ND. BU	S		Single X Double X Feed - Thru	J		Mountin X Surface Flush	•
Note	Load	Туре	D	escription		Wire	e CB	C	KΤ	CB	Wire		Description		Туре	Load	Ν
	26726 VA	С		CRAC-1		8	50 A	1 3 5	2 4 6	225 A	4/0		2EQH		R; SP; K; M	178578 VA	3
	26726 VA	С		CRAC-2		8	50 A	7 9 11	8 10 12	20 A	12	RT	U-3 (ON ROOF	=)	М	15770 VA	`
	2905 VA C		ACCU-1		12	15 A	15 17	14 16 18	16 90 A 6 18 20 22 90 A 6 22 90 A 6 24 6		El	ELEVATOR 40HP		м	43160 VA		
	2905 VA	с		ACCU-2			15 A	21 23			24	EL	P M		43160 VA		
				FPT_6_3					26	20 A	12		FPT-6-1		Н	3830 VA	
	11090 VA	Н		FPT-6-3	12	20 A	27		20 A	12		FPT-6-2		Н	3830 VA		
	15680 VA	Н		FPT-6-4	10	30 A	31 33	30 32 34 36	20 A 30 A	4		Spare SPD3		 SP	 0 VA		
				Space				37					Space				T
				Space			39	40				Space				t	
				Space				41	42				Space				Т
				Space				43					Space				
				Space				45					Space				
				Space				47	48				Space				_
				Space				49					Space				_
				Space				51 53					Space				_
				Space Space				-	54				Space Space				+
				Space					58				Space				+
				Space					60				Space				-
				Space					62				Space				1
				Space				63					Space				
				Space				65					Space				
				Space				67					Space				_
				Space				69					Space				_
		 D.		Space				71 73	72 74				Space Space				+
	30990 VA	R; SP;		T1EQLA		8	45 A	75					Space				+
		C; M					1071	77	78				Space				-
	38270 VA	L; R; SP; M		T1EQLB		4	70 A	79 81	80	70 A	4		T1EQC		R; SP; M	37150 VA	
N.E	.C. (2017)	Loa	d Type	Conn.	Fct.	·	Diversit		_	E.C. (20	17)	_oad Type	Conn.	Fct	.	Diversi	ty
	220.44			9870 VA	54.55%	6	59935 V			210.20(a)Lighting	200 VA	125.0	0%	250 V	
	220.56 ((220.60 ((K)Kit	•	000 VA	70.00%		3500 VA			,	, , ,	L)Ext. Ltg.					
		(C)Co		7582 VA	100.009		67582 V			620.14)Elevators					
		(H)He	•	4430 VA	100.009		0 VA	-			•	/H)Wat. Htr.					
	220.60	(F)Fa	-		100.00		0 0/1			220.5		IT)Lrg. Motor					
		(M)Mi		3688 VA	100.009	0/	263688 \	/Δ		220.0		P)Sub Pnl.	0 VA	Not Com	nuted	0 VA	
	Total C	· · ·		180770 VA			203000 v 578 A		-		(3		UVA		iputed	UVA	
				180770 VA 394955 VA			475 A				Locati	on of Panel:	ELEC-1 1307-	1			

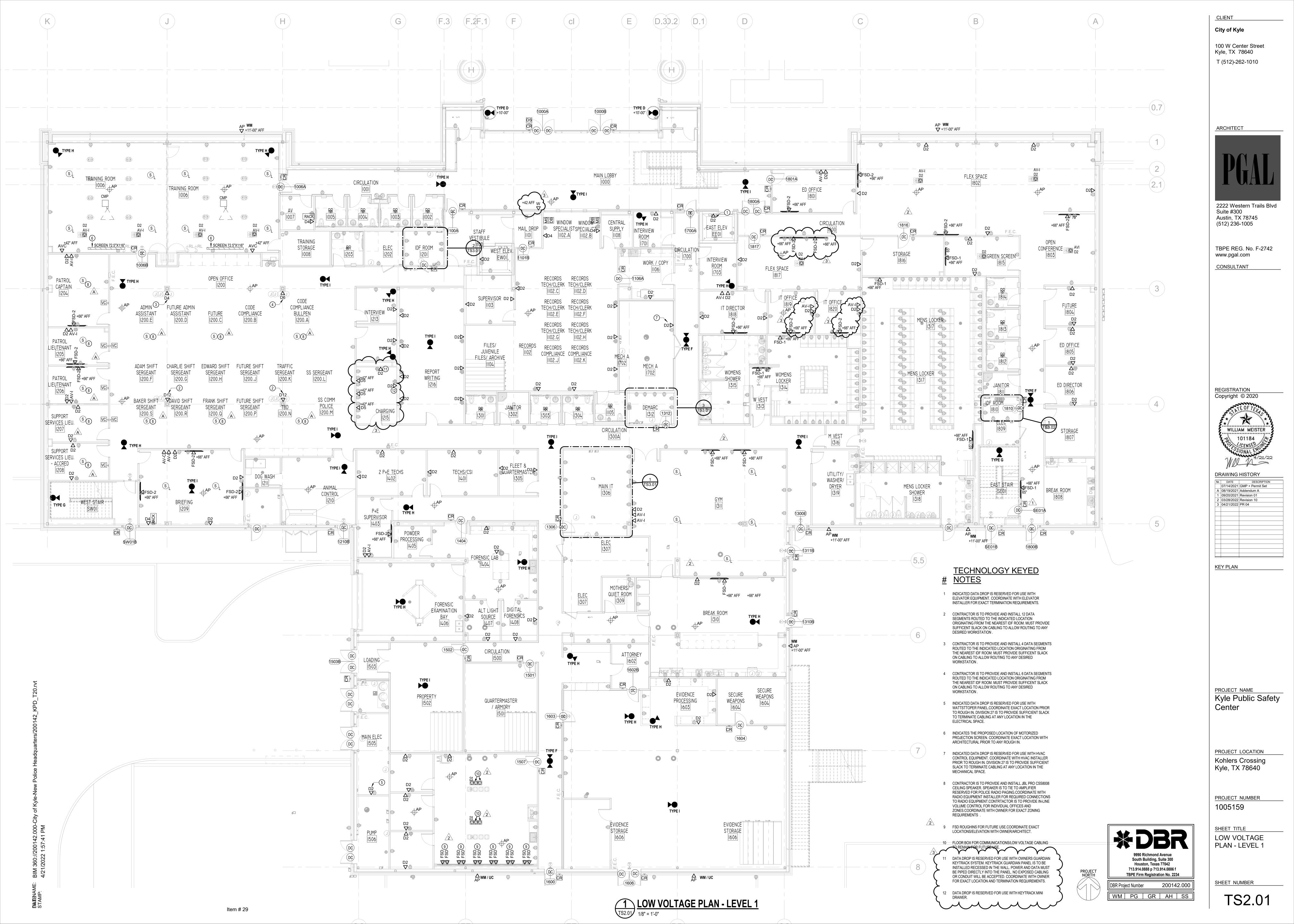


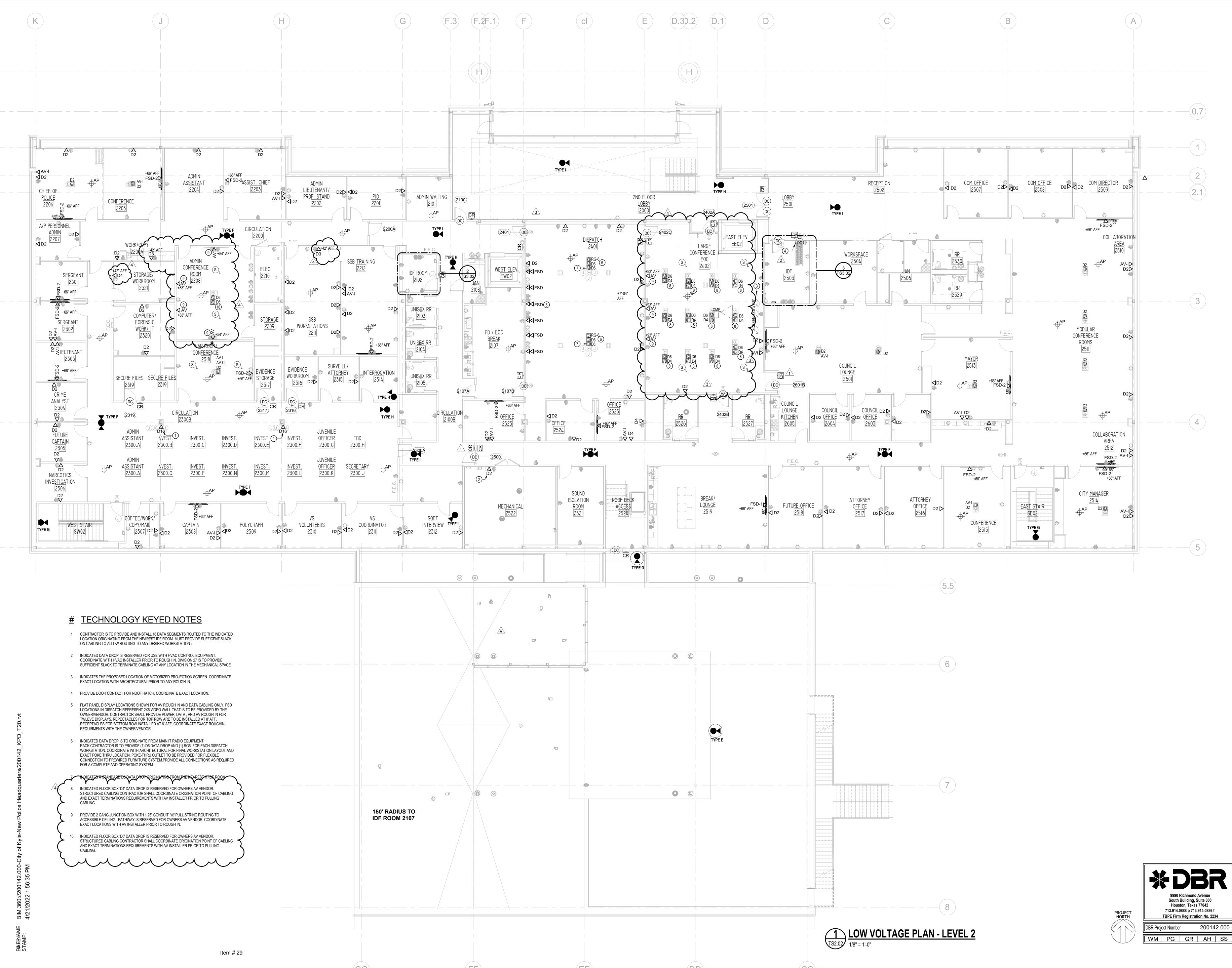
<u>∕2</u>∖

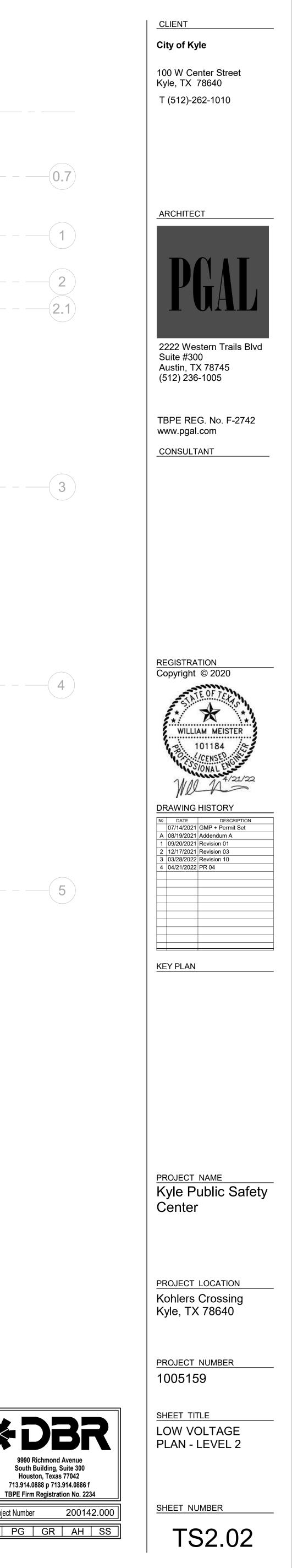
						_				_		_					100		Rating	
						Pan	elb	oar	d 1	E(QL	. A						X Nev		
400	1000 14/100	V-14 0	Dhara	4 10/2	N.A. a. iva	. .		400								V. Oire et e		Exis		
120/208 Wye Volt, 3 Phase, 4 Wire Mains Type:					AM		(a	,			X Single				Mountin	-				
1 Section				N	ИСВ	100 A BUS (· · · · /				Double			X Surface			
	Type 1		Rating							GRND. BUS		Feed - Thru		1	Flush	1.				
Note		Туре	NODT	Descrip		0705	Wir		В	Cł		CB	Wi			Description		Туре		Ν
_	1130 VA	М		HWEST G			8) A (2	20 A	1:			RECEPT		R	180 VA	L
	1130 VA	М			GATE MOTOR		8) A (3	4	20 A	A 12		RECE	RECEPTACLE (ON ROOF)		R	360 VA	
	1130 VA	М		ST GATE			8	-) A (5	6	30 A	1	0	CSD-2 (ON ROOF)		F)	l c	4160 VA	
	1130 VA	М		ST GATE			8) A (7	8						,			
	1130 VA	М		HWEST G			8				10	30 A	1	0	CSD-6 (ON ROOF		F) C		4160 VA	
	1130 VA	М		HWEST G			8				12			Ĵ			, ,			
	1000 VA	R		DENCE ST			12			13		20 A	1		E	F-9 (ON ROOF	-)	М	200 VA	
	1000 VA	R		DENCE ST			12			15		20 A	1			RECEPT'S		R	1080 VA	
	1000 VA	R	R EVIDENCE ST		TORA	GE-1	12				18	20 A	1:		RECEPT'S		RECEPT'S R		1080 VA	
	1000 VA	R	R EVII	DENCE S	TORA	GE-1	12	2 20		19		20 A	1:			RECEPT'S		R	360 VA	
	500 VA	М	1	M DEMAR	C 1312	2	12	2 20) A (21	22	20 A	1	2	RECEPT'S			R	360 VA	
	540 VA	R	F	R DEMAR	C 1312	2	12	2 20) A (23	24	20 A	1	2	REFRIGERATOR		R	500 VA		
	540 VA	R		RECEP	νΤ'S		12	2 20) A [25	26	20 A			Spare					
	180 VA	R	COPIER		ER		12	2 20) A (27	28	20 A			Spare					
	720 VA	R	RECEPT'S		PT'S		12	2 20) A (29	30	20 A			Spare					
	720 VA	R		RECEP	PT'S	'S		2 20) A [31	32	20 A		Spare						
	720 VA	R		RECEP	'T'S		12	2 20) A (33	34	20 A				Spare				
	850 VA	R	F	REFRIGE	RATOF	२	12	12 20 A 35		36	20 A			Spare				Γ		
	1000 VA	R	(/AKEF	2	12	2 20) A (37	38					•				F
	1000 VA	R		MICROW	VAVE		12	2 20) A (39	40	30 A	1	0		SPD2		SP	0 VA	
	1000 VA	R		RECEP	PT'S		12	2 20			42									
N.E	.C. (2017)	Load	d Type	Conn		Fct.	•	Dive	rsity		N.E	E.C. (20	17)	Load	Туре	Conn.	Fc	t.	Diversit	v
	220.44		ceptacle	15190 \	/A	82.92%	6	1259				210.20(a	,	(L)Ligh						<u>,</u>
220.44		· · ·				02:02/0		12000 1/1		210.20(u)		<i>`</i>	(EL)Ext. Ltg.							
		· · /	,		/A	100.00%		0220 \/A		620.14										
220.60		(*)*******		A	100.00%		8320 VA		620.14			(E)Elevators								
220.60		(H)Heating					0 VA					(WH)Wat. Htr.								
220.60		(F)Fans								220.5			(MT)Lrg. Motor		1					
		(M)Mis	sc.	7480 V	'A	A 100.00%		7480 VA						(SP)Su	SP)Sub Pnl. 0 VA		Not Computed		0 VA	
	Total Co	onnecte	ed Load:	3099	0 VA	VA =	:	86 A												_
			2839	5 VA	VA =				Location of Panel: ELEC-1 1307-1											

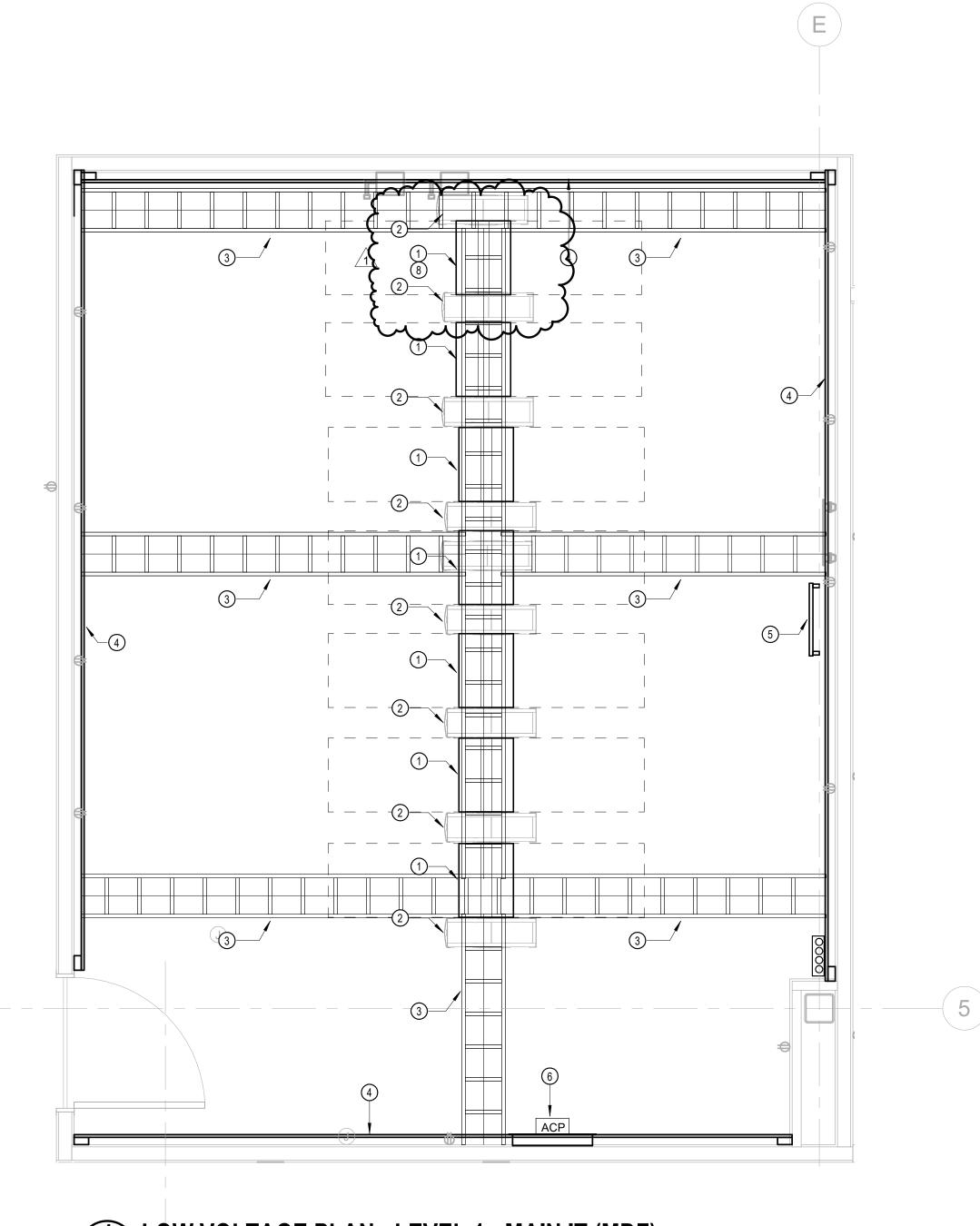
PROJECT NORTH



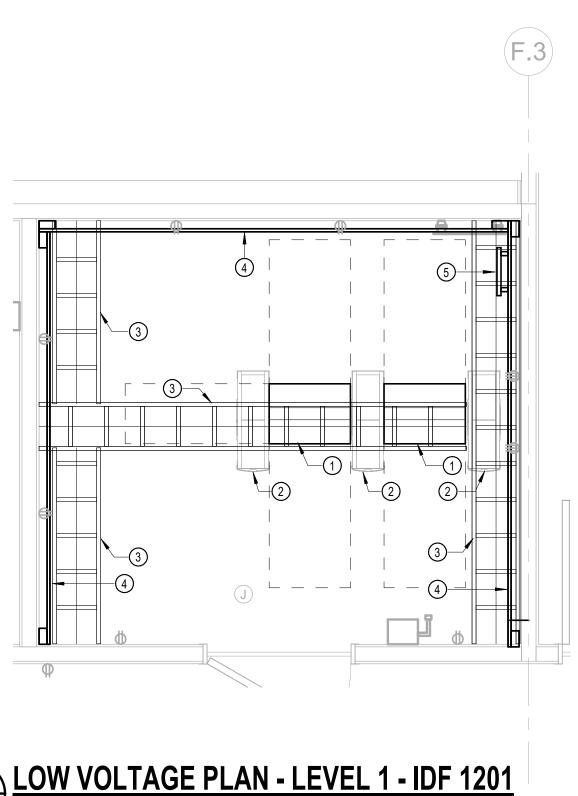






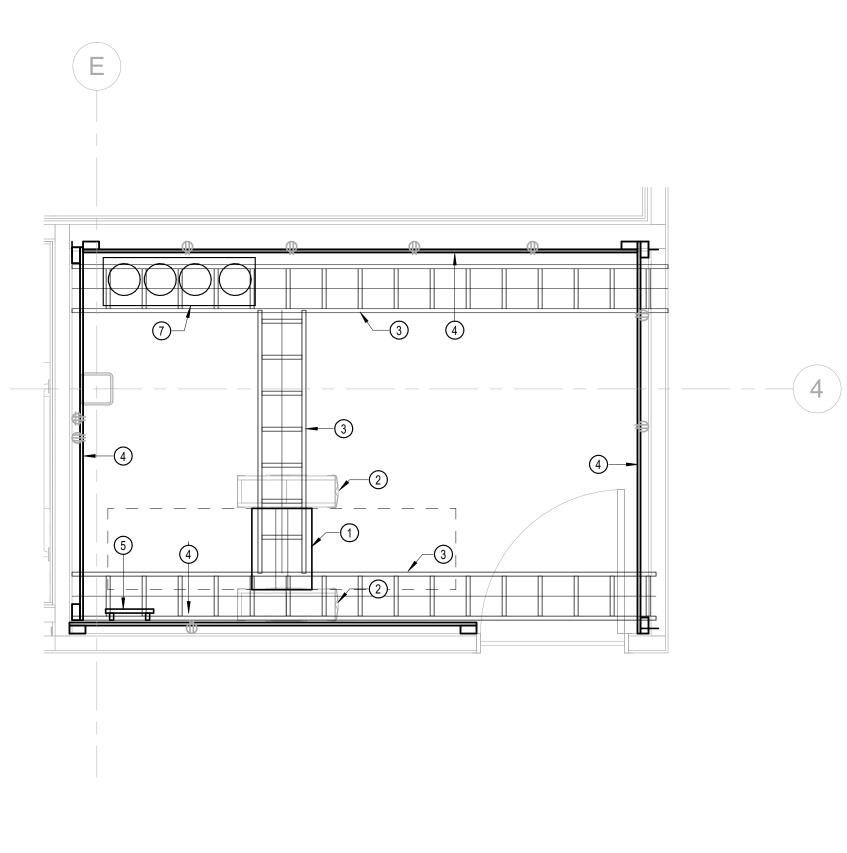








S IS and ST S





TECHNOLOGY KEYED NOTES

1 PROVIDE AND INSTALL NEW 19" WIDE X 84" H 2-POST EQUIPMENT RACK. (TYPICAL)

2 PROVIDE AND INSTALL NEW 6" WIDE VERTICAL CABLE MANAGER. (TYPICAL)

3 PROVIDE AND INSTALL NEW 12"OVERHEAD LADDER RACK. MOUNT AT 96" AFF.

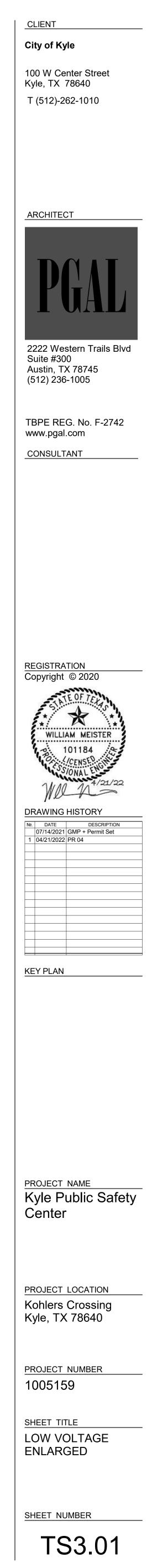
4 PROVIDE AND INSTALL 3/4" GRADE A/C FIRE RESISTANT PLYWOOD ON WALL, WITH GRADE A SIDE FACING OUT. INSTALL PLYWOOD TO PROVIDE COVERAGE BETWEEN 6" AND 102"AFF ON WALL.

5 PROVIDE AND INSTALL NEW 4"W X 12"L COPPER TELECOMMUNICATIONS GROUNDING BUSBAR (TGB). MOUNT AT 90" AFF.

6 PROVIDE AND INSTALL NEW ACCESS CONTROL PANEL(S) IN THIS LOCATION.

8 INDICATED 2-POST RACK IS TO BE RESERVED FOR USE OF OWNERS AV VENDOR.









June 15, 2022

City of Kyle 1760 Kohlers Crossing Kyle, Texas

Attention: Bartlett Cocke

Re: Kyle – Public Safety Center – PR4 Audio Visual Scope Letter and Pricing

We propose the necessary labor and material on the above referenced project per the following:

Scope of Work:

- 1) All audio-visual work is per PR4 dated April 21, 2022.
- 2) Areas included in PR 4.
 - Admin Conference Room 2208.
 - Removed all audio-visual scope from space. •
 - Flex Space 1817.
 - (1) Samsung 85" display
 - (1) FSR wall box •
 - (1) Chief flat panel mount ٠
 - (2) FSR digital ribbon HDMIs
 - (1) Mersive wireless presentation.
 - IT Offices 1819 & 1820.
 - Added Samsung 65" display, Chief wall mount, HDMI cable and wall plate. (Included these on Division 10).

Special Qualifications and/or Clarifications:

- 1) The following items are **not** included in this proposal:
 - a) Rough end boxes in Admin Conference Room 2208 and Large Conference EOC 2402. Refer to PR4, note 9, on TS2.02. Electrical contractor will provide rough ends and conduit.
 - b) Audio-visual equipment per Technology Keyed Notes 9 in rooms 2208 and 2402 (Owner AV Vendor).
 - c) Main Lobby emergency phone is owner furnished.
 - d) Drop ceiling tile and grid.
 - 120-volt power, EMT raceways or conduit sleeves by Electrical. e)
 - Any rough in boxes provided by electrical contractor. f)
 - g) Premium time.
 - h) Sales Tax.

Page 1 of 2

14703 Jones Maltsberger . San Antonio, TX 78247

Office: 210,496,6888 www.GoAlterman.com



June 15, 2022

Re: Kyle – Public Safety Center – PR4 Audio Visual Scope Letter and Pricing

Pricing Breakdown:

Audio Visual Equipment & Labor Original Bid:	\$ 511,259.00
Updated Audio-Visual Equipment PR4 (Crestron)	\$ 481,705.00
Updated Audio-Visual Equipment PR4 (Extron)	\$ 486,220.00
TOTAL CREDIT	\$ (29,554.00)

We appreciate the opportunity to submit the above proposal. If you have any questions, please call.

Sincerely,

ALTERMAN Inc.

Board

Contract #: 638-21 - Trade Services



TIPS Contract #: 210101 - Technology Solutions

Page 2 of 2

14703 Jones Maltsberger · San Antonio, TX 78247

Office: 210.496.6888 www.GoAlterman.com

	Alterman, Inc.		
_			
JOB:	Kyle Public Safety Center PR4		
Qty	Description	Unit Price	Unit Price Extended
	Flex Space 1817		
1	Samsung QM85R	\$ 6,074.05	\$ 6,074.05
1	Chief XTM1U	\$ 377.00	\$ 377.00
1	FSR PWB-320-ESK BACKBOX W/ PWB-320-CV	\$ 178.35	\$ 178.35
1	FSR digital ribbon HDMI DR-H2.1-30m 8k cbl	\$ 417.53	\$ 417.53
1	HDMI Wallplate	\$ 95.70	\$ 95.70
1	Mersive Solstice SP-8000-E5	\$ 2,158.91	\$ 2,158.91
		Total	\$ 9,301.53



Over <u>95 Years of</u> Service

March 21, 2021

Bartlett Cocke General Contractors 3330 Caseybridge Court Austin, Texas 78744 Attention: Aarron Lacey

Re Kyle Public Safety Center Access Control Change Order,

We propose the necessary labor and material to perform the work on the above referenced project per the following:

Scope of Work:

- 1) All structured cabling, for (2) access control door
- 2) Includes the installation of (2) HID RP40
- 3) Includes the installation of (2) Door contacts
- 4) Includes an Alterman Technologies 1- year installation and workmanship warranty

Special Qualifications and/or Clarifications:

- 1) Price is contingent upon execution of a mutually acceptable contract and project schedule.
- 2) Price is valid for 90 days.
- 3) The following items are <u>not</u> included in this proposal:
 - a) 120-volt power, EMT raceways or conduit sleeves by Electrical
 - b) Corridor cable tray, Wiremold raceways or power poles by Electrical
 - c) Incoming service provider equipment and cabling by others
 - d) Premium time
 - e) Tax

Pricing Breakdown:

Card Reader - HID iClass SE R40	2	\$162.00	\$324.00
Door Contact - Sentrol 1076C 3/4"	2	\$ 8.60	\$17.20
Composite Cable	400	\$0.65	\$260.00
B-Connectors -	10	\$28.37	\$28.37
CAT 32 w/ bat wing	20	\$2.85	\$57.00
RSC Board	1	\$250.00	\$250.00
Misc	1	\$100.00	\$100.00



1340 Airport Commerce Dr. Ste 425 • Austin, TX 78741 Office 512.836.3950

www.GoAlterman.com

Texas Electrical Contractor's License No. 17043 • Regulated by The Texas Department of Licensing and Regulation; P.O. Box 12157, Austin, Texas 78711 • 1-800-803-9202 • 512-463-6599 • website: www.tdlr.texas.gov Texas Security Contractor License No. B12899 • Regulated by the Texas Department of Public Safety; P.O. Box 4087, Austin, Texas 78773 • www.dps.texas.gov/rsd/contact/psb.aspx



Over 95 Years of Service

Total material		\$1,036.57
15 % Mark Up		\$ 155.49
Labor 80.00 per hour	80 hours	\$ 6400.00
Total		\$7,592.06

We appreciate the opportunity to submit the above proposal. If you have any questions, please call. Sincerely,

Alterman Inc., David Call Estimator

P.O. Box 700490 • San Antonio, TX 78270 | 14703 Jones Maltsberger • San Antonio, TX 78247 Office 210.496.6888

1340 Airport Commerce Dr. Ste 425 • Austin, TX 78741 Office 512.836.3950

www.GoAlterman.com

Texas Electrical Contractor's License No. 17043 • Regulated by The Texas Department of Licensing and Regulation; P.O. Box 12157, Austin, Texas 78711 • 1-800-803-8202 • 512-463-6599 • website: www.tdirt.rexas.gov Texas Security Contractor License No. B12899 • Regulated by the Texas Department of Public Safety; P.O. Box 4087, Austin, Texas 78773 • www.dps.texas.gov/rsd/contact/psb.aspx



Big State Electric, LTD.

2431 Forbes Drive Austin, TX 78754 Ph: (512) 385-6160

CHANGE PROPOSAL

Date: 06/02/22 **Recipient Information Project Information Bartlett Cocke General Contractors LLC** To: **Project Name: Kyle Public Safety Center** Attention: Tim Martin A20059 Project Number: Address: 3330 Casybridge Court **Change Proposal Detail** Austin, TX 78744 Proposal Number: 3 rev.1 (512) 326-4223 Total Cost: \$49,875 Phone: Extension Period: 5 days Description: PR 04 Added Cat-6 cables

We are pleased to offer you change proposal pricing on Kyle Public Safety Center , project number A20059 . The proposed changes are as follows:

PR 04 Added (154) Cat-6 cables, Includes Cat-6 cable, termination materials, patch cords, additonal patch panels. **Testing & Commisioning.**

The changes listed above are hereafter referred to as Change Proposal Number 3 rev.1. We need approval for this proposal by June 16, 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, TX 78754 Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

Kyle Public Safety Center / A200 Change Proposal: Number 3 rev 06/02/22 Page 2 of 2						
Material Cost	0.000/	\$25,941				
Material Tax @ Total Material Cost	0.00%	<u>\$0</u> \$25,941 -			\$25,941	
Labor Hours		458.6				
Safety Hours @	0.00% 0.00%	0.0				
Project Cleanup Hours @ Total Electrician Hours	0.00%	<u> </u>				
Technician Rate/Hour	\$38.00		\$17,428			
Guarantee Hours @	0.00%	0.00				
Supervision Hours @ Total Supervision Hours	0.00%	0.00				
Supervisor Rate/Hour	\$0.00		\$0			
As-builts Hours @	0.00%	0.00				
Estimating Hours @ Total Estimating Hours	0.00%	0.00				
Estimator Rate/Hour	\$0.00	—	\$0			
Subtotal - Labor Labor Burden @	0.00%		\$17,428 \$0			
Total Labor Cost Subtotal - Material & Labor		_	\$17,428		\$17,428 \$43,369	
Overhead @	15.00%				\$6,505	
Subtotal				_	\$49,875	
Change Fee @	0.00%			_	\$0	
Subtotal			••		\$49,875	
Subcontractor Quote Subcontractor Markup @	0.00%	_	\$0 \$0		\$ 0	
Total Subcontractor Bond Fee @	0.00%		\$0		\$0 \$0	
Total Change Proposal Fee	0.00%			_	<u>\$0</u> \$49,875	
Total Change Floposal Fee				=	φ 4 9,070	

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



Lighthouse Electrical Contractors, LP TECL #20304

June 7, 2022

Bartlett Cocke 3330 Caseybridge Court Austin, Texas 78744 Attn: Tim Martin

Re: Kyle Public Safety Center 1760 Kohlers Crossing Kyle, TX 78640 PR 04

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 04 dated 4/21/2022. Please see the attached breakout of the proposed work listed below.

The following information is included in this proposal:

- 1. Add power outlets and data rough for TVs.
- 2. Add ten poke-thru boxes and additional circuits for room 2402.
- 3. Note, all floor boxes on second floor, will be round poke-thru boxes.
- 4. Add six additional power circuits to room 1215 and route through owner provided Keytrack panel.
- 5. Add data outlets in room 1215 and pipe to Keytrack panel.
- 6. Add rough-in only for phone in lobby.

Total Cost - \$33,517.00

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 emergency phone.
- 5. 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 NameKyle Public SProject Number2522Change Order NoCustomer WOWork DescriptionPR 04	Gafety Center - -	<u> </u>		-			
Labor:					·	·	
Superintendent (Reg) 234 Superintendent (OT) Foreman (Reg) Foreman (OT) Journeyman (Reg) Journeyman (OT) Apprentice (Reg) Apprentice (OT) Material Handling (Reg) Material Handling (OT) Project Manager Admin. Assistant	Hours 23.4 hr 0 hr 35.1 hr 0 hr 117 hr 0 hr 81.9 hr 0 hr 11.7 hr 11.7 hr 11.7 hr	s s s s s s s s s s s s s s s s s s s	Rate \$ 75.00 \$ 37.50 \$ 55.00 \$ 27.50 \$ 50.00 \$ 25.00 \$ 32.00 \$ 32.00 \$ 16.00 \$ 32.00 \$ 16.00 \$ 32.00 \$ 32.0	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Sub-Total 1,755.00 1,930.50 5,850.00 2,620.80 374.40 994.50 327.60		
Total Labor Cost						\$	13,852.80
Material & Sub Contracts:				•			
Bulk Material Pipe/Fittings Fixtures (Quote) Gear (Quote) Tax		PO No. 2522 2522 2522 2522 0.00%		Sul \$ \$	b-Total 14,271.00 -		
Total Material & Sub Contra	cts Cost					\$	14,271.00
Job Expense:							
Small Tools (% of Labor) Per Diem \$ 85.00 Mileage (.55/mile) Equipment Rental \$ - Core Drill Sub-Total Tax Rate (If project is non-taxable)	per man/day per wk	days miles wk	3.00% 0 0 8.25%	\$ \$ \$ \$	415.58 - - - - - - - - - - - - - - - - - - -		
Total Job Expense Cost						\$	449.87
Job Cost Summary:							
Sub-Total - Material, Subcontracts a Labor Profit Sub-Total Warranty Tax Rate (If project is taxable)	and Job Expense		Total P	roi	15% 2.00% 0.000% ect Pricing	\$ \$ \$	14,720.87 13,852.80 4,286.05 32,859.72 657.19
			i otar i	,	set nong	L <u>Ψ</u>	00,017100

Lighthouse Electrical Contractors, LP Kyle Public Safety Change Orders : KPSC PR 04 Job Number: 2522PR04 Bid Summary: Default Extension By Phase

	Exte	nsion By Phase	•					
Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab H
	01 Racev	vay, Fittings & B	oxes					
1001	3/4" EMT	1,070	172.50	С	1,845.75	6.00	С	64.20
1002	1" EMT	310	303.02	С	939.36	7.50	С	23.25
1003	1-1/4" EMT	45	494.98	С	222.74	9.00	С	4.05
1428	1" Set Screw Die Cast Conn	28	78.69	С	22.03	0.12	Ε	3.36
1459	1-1/4" Set Screw Steel Insul Throat Conn	6	170.04	С	10.20	0.15	Е	0.90
1477	3/4" Compression Steel Connector	26	68.69	С	17.86	0.15	Е	3.90
1478	1" Compression Steel Connector	10	103.64	С	10.36	0.21	Е	2.10
1548	1" Set Screw Die Cast Cplg	21	75.54	С	15.86	0.06	Е	1.26
1559	1-1/4" Set Screw Steel Cplg	3	165.17	С	4.96	0.11	Е	0.33
1577	3/4" Compression Steel Coupling	107	81.82	С	87.55	0.08	Е	8.56
1578	1" Compression Steel Coupling	10	123.23	С	12.32	0.11	Е	1.10
1601	1-1/4" Plastic Bushing	3	54.00	С	1.62	0.17	Е	0.51
2280	1" 1-Hole Strap	28	14.81	С	4.15	4.00	С	1.12
2356	3/4" Conduit Hanger w/Bolt	134	84.54	С	113.07	25.00	С	33.44
2357	1" Conduit Hanger w/Bolt	13	109.79	С	13.72	25.00	С	3.13
2572	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	3	284.72	С	8.54	0.27	Ε	0.81
2577	4-11/16" Square Box w/brkt Comb KO's	9	464.84	C	41.84	0.33	Е	2.97
2578	4-11/16" Square Box Box (Deep)	3	314.95	С	9.45	0.33	Ε	0.99
2731	4" Square-1G Plaster Ring-5/8"D	3	95.98	С	2.88	0.15	Е	0.45
2759	4-11/16"-1G Plaster Ring-5/8"D	9	289.44	С	26.05	0.15	Е	1.35
2764	4-11/16"-2G Plaster Ring-5/8"D	3	299.91	С	9.00	0.15	Е	0.45
8918	6X1/4" Pan Head Tapping Screw	12	10.08	С	1.21	0.01	Е	0.12
1243761	4" core	10	120.00	Е	1,200.00	0.75	Е	7.50
1234569123	Prewired Poke Thru w/1-1/4" hubs	10	825.00	Ε	8,250.00	3.00	Е	30.00
	01 Raceway, Fittings & Boxes Total				12,870.52			195.85
		Wire & Cable	•					
2787	#12 THHN CU Solid Wire	3,625	323.63	М	1,173.16	7.50	М	27.19
3107	1/8" Poly Pull Line	231	8.69	М	2.01	4.50	М	1.04
6839	Red Wirenuts	9	298.13	М	2.68	3.50	С	0.32
8261	Ground Screw with Bare Pigtail	3	54.71	С	1.64	2.00	С	0.06
	02 Wire & Cable Total				1,179.49			28.61
	05 Wirin	g Device & Cove	ərs					
4511	20A/125V Spec Grade Dup Rcpt (5-20R)	3	2.07	E	6.21	0.30	E	0.90
4697	1G SS Dup Rcpt Plate	3	166.65		5.00	0.10		0.30
	05 Wiring Device & Covers Total				11.21			1.20
		- 07 Misc						
1244279	 Caddy RSB16	- 07 IVIISC 40	5.25	Е	210.00	0.20	Е	8.00
	07 Misc Total			v ez tej (1994)	210.00		y a a ng kana	8.00
	Job Total				14,271.22			233.66



June 1st, 2022

Bartlett Cocke ATTN: Stephen Moursund & Tim Martin

Re: Kyle PSC PR 04

Please see below pricing for PR 04

1. Added In-Wall Blocking for TV/AV Displays per PR 04. Ref. TS Drawings

Labor Material	\$ 401.00 <u>\$ 476.00</u>
Sub-Total	\$ 877.00
OH/Profit @ 15%	\$ 132.00
TOTAL	\$1,009.00

Thank you for the opportunity to quote this work. If you have any questions, please contact me at 512-523-3234

Sincerely,

Austin Nadeau

Austin Nadeau Estimator/Project Manager

MBS Austin

638 Commercial Drive, Buda, Texas 78610 Phone: 512-312-2756 Fax: 512-312-2786

Bid Summary

(122220043) Kyle Public Safety (122220043)

PR 04

Bid No. 4 - Job No. PR 04

Selected Sections: 09250 Drywall

Selected Typical Areas:

Selected Areas: (unassigned), EXT-LVL1, EXT-LVL2, ROOF, INT-LVL1, INT-LVL2, RCP-LVL1, RCP-LVL2

	Estimator:					Job S	Status:	
	Job Class:					Bid Date	/Time: 8/26/20	21 12:00:00 PM
	Wage Type: Op	n				Plans	Date: 11/1/20	21
	Job Site: KY	E PUBLIC SAFET	Y CENTER, KOHLER	S CROSSING, KYLE	E, TX 78640			
	Job Site: KY	E PUBLIC SAFET	Y CENTER, KOHLER	S CROSSING, KYLE		Jnit Price		
No.	Job Site: KY	E PUBLIC SAFET	Y CENTER, KOHLER	S CROSSING, KYLE		Jnit Price Lab.	Total	Total Price

Material & Labor Total:

1,009.00

	5 /					
		SIGNATU	NORK		Bartlett Co	
	9144 King Arthur E Dallas, TX 75247	Drive			Stephen Mou smoursund@	irsund gbartlettcocke.com
			Kyle PSC	Architect	PGAL	
	214-688-1966 214-689-0787		PR 004	Phone	: 512-326-422	3
Cell: email:	gerwin@p-lam.	.com		Direct	210-216-390	3
DATE E		TERMS	JOB PRICED AS			Estimator:
DATE	05/25/22	Contract	Provide and Install			Gina Erwin
	#	NOTE	DESCRIPTION			
		1000 - Main Lobby 1215 - Charging	Add 4.5 LF Eng Stone Ledge - 4.5"D w/ 2" drop (SS01) Add 13 LF ADA PLB (PL02) Add 1.75 LF 3DRS (PL02) Add 14.75 Deck Add 37 SF Stainless steel countertop (SST1) Add 1 QTY drawer lock			
			PL02: to match Blonde Echo (PL01) SS01: Silestone Desert Silver			
		\$12,142.75 \$1,457.13 \$13,599.88 \$2,039.98 \$0.00 \$15,639.86	Materials Install Sub-Total OHP Freight Total			
	Only the i	items specifically list	ed above are included in the base bid total.			\$15,639.86
Includ	ling:	Change to Lobby ⁻	Transaction Top / Added Room 1215 /		UNLLU TAA	
Exclu	ding:	Overtime / Expedit	ting /			



CITY OF KYLE, TEXAS

Vybe Trail (Option 2) PSC

Meeting Date: 6/21/2022 Date time:7:00 PM

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

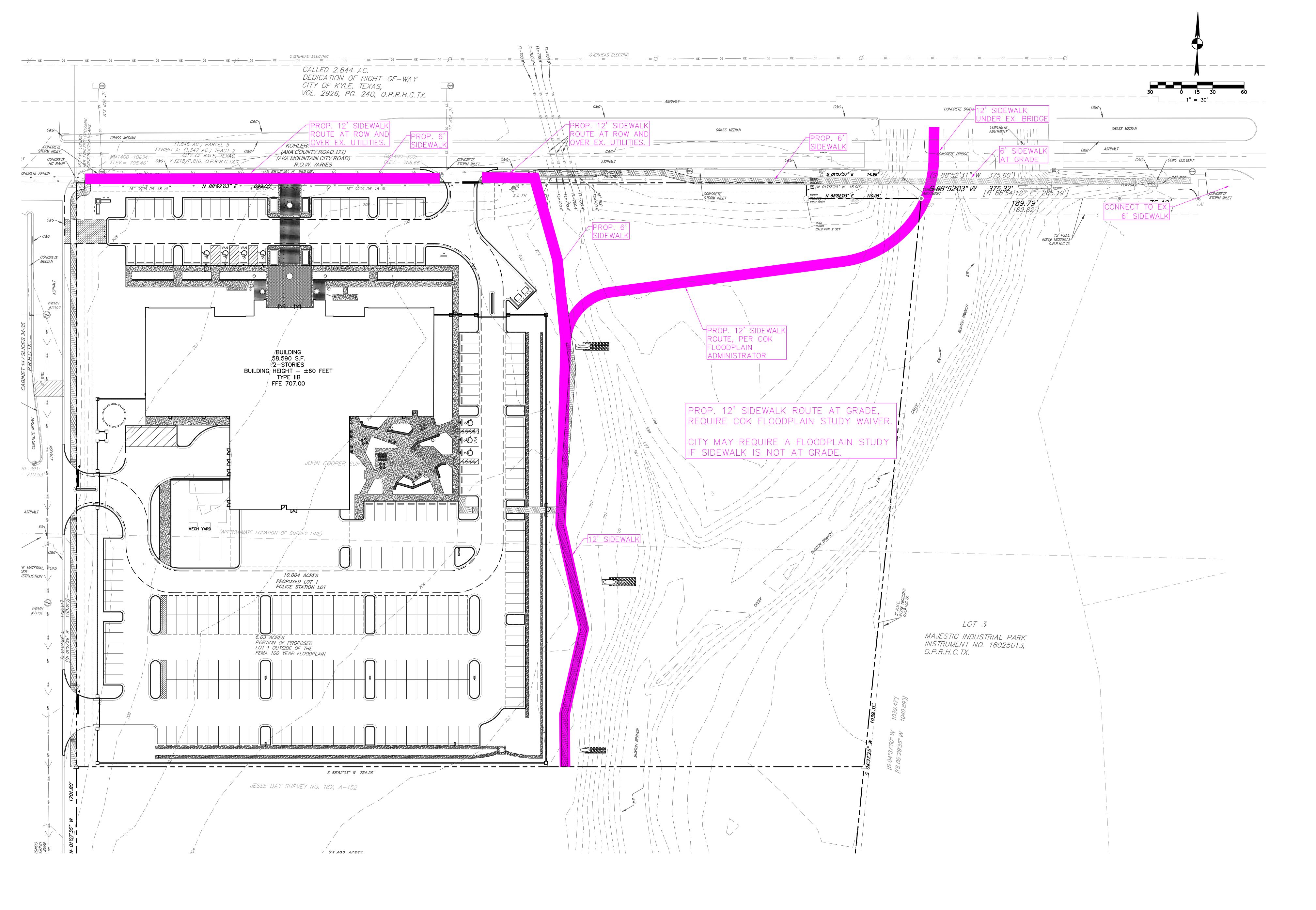
Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

DescriptionKPS_12' Sidewalk OP2





CITY OF KYLE, TEXAS

104 S. Burleson Building Project AG|CM Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consider and possible action on a proposal from AG|CM Inc. for Project Management Services for the proposed 104 S. Burleson Building Project and to authorize the City Manager to execute a contract in an amount not to exceed \$211,152.00. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

Burleson Proposal Package



AUSTIN 900 South 1st Street Suite #407 Austin, TX 78704 Ofc (512) 426-0091 Fax (512) 426-7608

www.agcm.com

June 13, 2022

Ms. Amber Lewis City of Kyle, Assistant City Manager 100 W. Center St. Kyle, TX 78640

SUBJECT: 104 S. Burleson Project Management

Ms. Lewis:

AG|CM. Inc. is pleased to provide a proposal for Project Management Services, in relation to the proposed City of Kyle project to be located at 104 S. Burleson St. Proposal is as follows:

- See attached "Exhibit A Scope of Services"
- AG|CM, Inc. will perform these services by billing at an hourly rate, with a "Not to Exceed" fee of Two Hundred Eleven Thousand, One Hundred and Fifty-Two Dollars. (\$211,152.00). *This not to exceed amount will be based on assumed construction completion by August 31, 2023, as shown on attached "Exhibit B".

*Note: The durations assumed were provided to us in the issued CMAR RFQ. These timeframes may be difficult based on current market conditions, which AG|CM did not dictate or determine.

Please indicate your acceptance of this proposal by signing below. Upon execution, a formal contract will be drafted by AG|CM, Inc. for review and execution by all parties. Let me know of any questions, and thank you again for the opportunity to once again work with the City of Kyle, on whats sure to be a great project.

Respectfully,

Ryan Rosborough, CCM Vice President – Central Texas AG|CM, Inc.

Approved I	By:	
Signature		

Print Name _____

Date

Attachments: Exhibit A – Scope of Services, Exhibit B – Labor Schedule

AUSTIN



900 South 1st Street Suite #407 Austin, TX 78704 Ofc (512) 426-0091 Fax (512) 426-7608 www.agcm.com

Exhibit A - Scope of Services

Pre-Construction Phase

- Establish and maintain communication protocol between the Owner, Architect and CM At Risk.
- Manage coordination and correspondence between Owner, Architect and CM At Risk.
- Monitor and maintain all party's efforts for conformance to schedule and budget.
- Notify Owner of Design and Budget concerns.
- Assist in development of value engineering options as requested.
- Assist in development of contract negotiation process and aid in review, approval or disapproval of CM At Risk's guaranteed maximum price (GMP).
- Assist in facilitating preconstruction conference.
- Coordinate with local Utilities, Cities, Entities, etc on Owners behalf.

Construction Phase

- Establish and maintain communication protocol between the Owner, Architect and CM At Risk.
- Monitor overall budget and schedule and advise the Owner of any trends that affect the timely procedures and cost effective completion of the Project.
- Maintain basic knowledge of the plans and specifications.
- Observe major assemblies placed in the construction for general compliance to the contract documents, supplemental instructions from the Architect, and support the quality assurance efforts of the Inspector(s), limited to 2 days/week maximum as necessary.
- Review CM At Risk's schedule of values/cost breakdown, and construction schedule, and recommend approval/changes and disapproval.
- Attend, arrange and conduct a variety of meetings, as requested by the Owner.
- Perform quality surveys, review and verify the contractor's monthly application for progress payments.
- Review and analyze proposed change orders and make recommendations to Owner.
- Assess and evaluate pricing on all change order requests taking the lead in negotiating fair and equitable resolutions and reviewing schedule impacts.
- Review requests for information (RFI) and architect's supplemental instructions (ASI). Track submittals as required through completion of the process.
- Generate periodic site visit reports describing general events, noting problems and unusual events.
- Take appropriate photographs that document construction progress and conformity with Contract Documents.
- Coordinate preparation of the punch-list and implement corrective work.
- Coordinate Owner Activities (Occupancy, FFE procurement, Technology, etc.).



AUSTIN 900 South 1st Street Suite #407 Austin, TX 78704 Ofc (512) 426-0091 Fax (512) 426-7608 www.agcm.com

Closeout Phase

- Verify Project Record Documents are transmitted from Contractor to Design Team to Owner.
- Verify O&M Manuals are transmitted from Contractor to Design Team to Owner.
- Verify Warranties are Transmitted from Contractor to Design Team to Owner.
- Ensure staff has received necessary training for operation of new building and systems.
- Provide support, follow-up and track completion on warranty requests.

EXHIBIT B - LABOR SCHEDULE

					Kyle, Burleson St.																						
_		~ .			Labor Schedule				20)22									20	23						202	24
	G		Λ		Schedule	М	J	J	A	S	0	N	D	J	F	М	A	М	J	J	А	S	0	N	D	J	F
					CMAR Procurement																						
		INC			Design Phase																						
					Construction Phase																						
					Closeout																						
2022 Rate	2023 Rate	2024 Rate	Total Hours	Fee	Staff Proposed																						
\$223.00	\$234.00	\$245.00	301	\$ 67,123.00	Project Executive		43	43	43	43	43	43	43														
\$145.00	\$152.25	\$ 159.86	946	\$ 144,028.50	Project Manager							_		129	129	129	129	129	129	86	86						
			1247	\$ 211,152		0	43	43	43	43	43	43	43	129	129	129	129	129	129	86	86	0	0	0	0	0	0



CITY OF KYLE, TEXAS

Limestone Creek Public Improvement District Deposit Agreement

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consider and possible action on a Public Improvement District Deposit Agreement by and between the City of Kyle, Texas and Meritage Homes of Texas, LLC (Limestone Creek). ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

DRAFT Meritage.Limestone_Creek.PID_Deposit_Agreement_5-24-22

CITY OF KYLE, TEXAS DEPOSIT AGREEMENT PROPOSED PUBLIC IMPROVEMENT DISTRICT LIMESTONE CREEK– PID Consultants

THIS DEPOSIT AGREEMENT (this "**Agreement**") is made and entered into as of ______, 2022 by and between the **CITY OF KYLE**, **TEXAS** (the "**City**") and **MERITAGE HOMES OF TEXAS**, **LLC**, an Arizona limited liability company(including its designated successors and assigns, the "**Owner**").

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

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

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

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

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

SECTION 1. <u>ADVANCEMENT OF MONEYS</u>. The Owner shall advance \$50,000.00 (the "**Moneys**") to the City Administrator as provided in Section 3 hereof, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$50,000.00. Upon notification by the City of the costs in Section 2 exceeding \$50,000.00, City and Owner agree to modify this Agreement to increase the amount of Moneys advanced (the "Additional Moneys"). If the Additional Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility of the PID Feasibility Matters.

SECTION 2. <u>USE OF MONEYS ON DEPOSIT</u>. The City has retained the Knight Law Firm LLP as City attorneys and P3-Works as PID consultant. The City may engage additional consultants including by not limited to bond counsel, appraisers, market study consultants, and other attorneys (collectively, "**Consultants**"). The Consultants will assist the City with assessing the feasibility and desirability of the PID Feasibility Matters. The Consultants will be responsible to, and will act as consultants to, the City in connection with the PID Feasibility Matters. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to the PID Feasibility Matters

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

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

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

The Owner shall have the following options upon the successful issuance of the Bonds:

- A. Contingent on the Texas Attorney General's and City Council approval, the Owner may direct the City to reimburse the Owner for the Moneys previously advanced by the Owner from the proceeds of the Bonds, provided that the amount of the Moneys are included in the calculation of the Bonds;
- B. The Owner may direct the City to return unexpended Moneys to Owner; or
- C. The Owner may direct the City to do any combination of the above.

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

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

[signature pages follow]

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

EXECUTED and ACCEPTED this _____ of _____ 20____

CITY OF KYLE, TEXAS, a home rule municipal corporation

ATTEST:

Travis Michell, Mayor

Jennifer Holm, City Secretary City of Kyle, Texas

[CITY SEAL]

MERITAGE HOMES OF TEXAS

An Arizona limited liability company

By:	
Name:	
Title:	



CITY OF KYLE, TEXAS

Meeting Date: 6/21/2022 Date time:7:00 PM

Limestone Creek DA

Subject/Recommendation: Consider and possible action on a Development Agreement by and between the City of Kyle, Texas and Meritage Homes of Texas, LLC (Limestone Creek). ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

Amended and Restated Limestone Creek Development Agreement.6.16.22. CLEAN City Legal CLEAN 6-17-22 Final

AMENDED AND RESTATED

LIMESTONE CREEK DEVELOPMENT AGREEMENT

<u>AMENDED AND RESTATED</u> <u>LIMESTONE CREEK DEVELOPMENT AGREEMENT</u>

This Amended and Restated Limestone Creek Development Agreement (this "<u>Agreement</u>") is made and entered into as of June 21, 2022 (the "Effective Date") by and among **The City of Kyle, Texas**, a home rule municipality situated in Hays County, Texas (the "<u>City</u>"), and **Meritage Homes of Texas, LLC,** an Arizona limited liability company, their successors and assigns (the "<u>Developer</u>"), and consented to by Kyle Land Partners, LLC, a Texas limited liability company (the "<u>Consenting Party</u>"). The City and Developer are sometimes each individually herein referred to as a "<u>Party</u>" and sometimes collectively herein referenced as the "<u>Parties</u>". Capitalized terms in the Recitals have the meaning given in Section 2 of this Agreement.

RECITALS

A. Developer owns approximately 161.5 acres of land, more or less, located within the City and described by metes and bounds on the attached <u>Exhibit "A"</u> (the "<u>Property</u>").

B. Developer and the City intend that the Property be developed as a high-quality, masterplanned community (the "<u>Project</u>"), that will benefit and serve the present and future citizens of the City pursuant to development regulations contained in this Agreement, as described on the Concept Plan attached hereto as <u>Exhibit "B"</u>.

C. The City is the provider of water and wastewater service to the Property and has requested the Developer construct additional infrastructure and/or participate in the costs of water and wastewater facilities both within the Property and off-site.

D. The City has approved that certain Limestone Creek Preliminary Plan on January 31, 2022.

E. Prior to the Effective Date the Property was subject to that certain Agreement Regarding Roadway and Drainage Improvements – Spooner Tract, entered into December 15, 2020 (the "<u>Original Agreement</u>") between the City and Sandera Land Development Company, LLC, as predecessor in interest to Developer (the "<u>Previous Owner</u>"), which provided for certain improvements to the Property for the benefit of the City.

F. Developer has acquired the Property from the Previous Owner, and the City and Developer wish to amend and restate the Original Agreement with this Agreement, in order to (i) construct Waterstone Boulevard in a more efficient manner than as required in the Original Agreement, (ii) provide for the construction of Goforth Boulevard, at the expense of previously approved lots within the Project, (iii) provide for the enhancement of drainage facilities as part of the construction of Goforth Boulevard, (iv) add additional community enhancements to the Project, (v) provide for the Developer's participation in additional water and wastewater infrastructure improvement for the benefit of the Project, and (vi) provide certain development incentives to the Developer in return for the enhancements described in items (i)-(v) above.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I. RECITALS

1.01The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. DEFINITIONS

2.01 <u>**Terms Defined in this Agreement**</u>. In this Agreement and the recitals above, each of the following terms shall have the meanings indicated:

"Agreement" has the meaning given in the preamble above.

"Assessment(s)" means special assessments levied pursuant to the PID Act.

"Assessment Ordinance" means an ordinance approved by the City Council levying Assessments on the Property, in accordance with the PID Act.

"Authorized Improvement(s)" means a public improvement authorized by the PID Act.

"City" means the City of Kyle, Texas.

"City Code" means the City's Code of Ordinances in effect as of the Effective Date.

"City Council" means the council of the City or any successor governing body.

"**City Manager**" means the person designated by the City as the city manager pursuant to the City Code.

"City Engineer" means the engineer for the City.

"Concept Plan" means the concept plan attached hereto as Exhibit "B".

"Consenting Party" has the meaning given in the preamble above.

"Designated Successor(s) and Assign(s)" means (i) any entity which is the successor by merger or otherwise to all or substantially all of Developer's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (ii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer's.

"Developer" has the meaning given in the preamble above.

"Effective Date" and similar references shall mean the date defined in Section 11.01.

"Eminent Domain Fees" means the reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs.

"**Final Plat**" means a map of a subdivision, addition or development to be recorded in the applicable City plat records after approval by City.

"Goforth Boulevard" means the approximately 2,800 linear feet of roadway within the Property, generally depicted on the Concept Plan and on <u>Exhibit "C"</u> attached hereto.

"Lennar Agreement" means that certain Cost Sharing and Escrow Agreement by and amongst Lennar Homes of Texas Land & Construction, the Developer, and Prominent Title, LLC as escrow agent which provides for Lennar Homes of Texas Land & Construction and Developer sharing the costs of constructing Waterstone Boulevard and the sharing of costs thereto.

"Notice" has the meaning given in Section 11.06.

"**Off-Site Properties**" means those properties depicted on <u>Exhibit "D"</u> attached hereto which are not, as of the Effective Date, owned by the Developer.

"Original Agreement" has the meaning given in the recitals.

"Original Developer" has the meaning given in Section 8.01.

"Party" or "Parties" means the City and Developer, individually or collectively.

"**Public Improvement District**" or "**PID**" means a public improvement district, as described in the PID Act.

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means bonds issued pursuant to the PID Act, secured by the Assessments on the Property.

"PID Project Costs" means the costs of the Authorized Improvements for the Project.

"PID/TIRZ Cure Period" has the meaning given in Section 7.04.

"**Preliminary Plat**" means a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

"Previous Owner" has the meaning given in the recitals.

"**Private Amenity Site**" means a private amenity for the benefit of residents within the Project that shall include, but not necessarily be limited to, a pool, cabana with restrooms, splash pad, playground, and parking area.

"Project" means the development of the Property as a master-planned community.

"Property" means the land described on Exhibit "A".

"Service and Assessment Plan" means a service and assessment plan as described in the PID Act.

"Tax Increment Reinvestment Zone" or "TIRZ" means a tax increment reinvestment zone as described in the TIRZ Act.

"TCEQ" means the Texas Commission on Environmental Quality.

"TIRZ Act" means Chapter 311 of the Texas Tax Code, as amended.

"**TIRZ Fund**" means a fund help by the City, separate and apart from all other City funds, for the deposit and management of revenues collected by the TIRZ.

"**TIRZ Project & Finance Plan**" means a project and finance plan, approved by the City Council, as described in the TIRZ Act.

"Trail System" has the meaning given in Section 4.01.

"Transportation Master Plan" means the City's adopted Transportation Master Plan Update 2021, approved by the City Council on September 7, 2021.

"Water Storage Tank Contribution" has the meaning given in Section 5.02.

"Waterstone Boulevard" means the approximately 4,280 linear foot roadway designed by the Developer and approved by the City pursuant to the Waterstone Permit, the specific measurements and terms shall control over this Agreement.

"Waterstone Permit" means permit # CP-21-0098, approved by the City for the construction of Waterstone Boulevard.

<u>ARTICLE III.</u> JURISDICTIONAL AUTHORITY, VESTING RIGHTS AND DEVELOPMENT <u>REGULATIONS</u>

3.01 <u>Chapter 245 Permit</u>. The City acknowledges that the Developer shall be deemed vested from the Effective Date of this Agreement to develop the Project in accordance with this Agreement and the City's Code of Ordinances to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. The Developer's

vesting shall expire (1) on the fifth anniversary from the date a concept plan is filed with the City if no progress has been made towards completion of the Project; or (2) if this Agreement is terminated by reason of Developer's default beyond any applicable notice and cure periods (the "Vested Rights"). Progress toward completion of the Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in direct conflict with any other current or future provisions of the City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to regulations mandated by state or federal law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project after the Effective Date. The Parties acknowledge and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

3.02 <u>Developer's Rights to Continue Development</u>. In consideration of Developer's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.</u>

3.03 <u>Phased Development</u>. Developer intends to develop the Project in phases. Subject to City consent, Developer may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. The City acknowledges and agrees that the portions of the Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management. Prior to the levy of any assessments, that portion of the Property being assessed shall be removed from agricultural use for ad valorem tax purposes.

3.04 <u>Concept Plan</u>. The Concept Plan complies with the City's goals and objectives in providing quality housing within the City and it is intended that the Project will be built with the number of lots shown on the Concept Plan. The Concept Plan shall be approved in accordance with the terms and conditions of this Agreement upon approval of the Council and execution of this Agreement following the approval process set out in the City's Code.

Any Preliminary Plat for the Project, or updates thereto, that comply with the Concept Plan, federal law, state law, and City Code, shall be approved by the City Council in accordance with applicable law when submitted for review and approval. Final Plats that comply in all material aspects with this Agreement, the Preliminary Plat, the Concept Plan, federal law, state law and City Code (including subdivision regulations) shall be approved by the City in accordance with applicable law when submitted for review and approval.

3.05 <u>**Permitting**</u>. The City shall cooperate with Developer to expeditiously process and review all development applications related to the development of the Project.

3.06 <u>Home Construction</u>. The Developer shall have the right to construct up to 50 single family residential units prior to the acceptance of public infrastructure for the first phase of development, provided that the roads within the first phase of development have been paved. The City shall not unreasonably withhold, delay, or condition the issuance of a building permit for any single-family residential unit so requested by the Developer pursuant to this Agreement.

ARTICLE IV. TRAILS AND AMENITIES

4.01 <u>**Trail System**</u>. The Developer shall design, permit, and construct a minimum of 5,000 linear feet of trails throughout the Project (the "<u>Trail System</u>"), on a phase-by-phase basis as development progresses, as generally depicted on the Concept Plan.

4.02 <u>Amenities</u>. The Developer shall construct the Private Amenity Site as shown on the applicable Preliminary Plat. The Developer shall commence construction on the Private Amenity Site no later than the date of acceptance of the second phase of development of the Project.

4.03 <u>Entry Monumentation</u>. The Developer shall begin construction on entry monumentation with landscaping at the entrance of the Project on Waterstone Boulevard within ninety (90) days of acceptance of the first phase of development of the Project.

4.04 <u>City Fees</u>. The Developer shall pay all standard impact fees, adjacent land mile fees, parkland fees, and similar fees as required by the City Code.

<u>ARTICLE V.</u> WASTEWATER, WATER, & DRAINAGE INFRASTRUCTURE

5.01 Wastewater Infrastructure.

- (A) *Construction of Wastewater Infrastructure*. The Developer shall design, permit, and construct all wastewater infrastructure within the project in accordance with appliable TCEQ regulations and the City Code.
- (B) *Pump and Haul.* In the event the Developer desires to receive wastewater service for any portion of the Property prior to completion of any wastewater infrastructure necessary for service to the Property or if flows within the Property are inadequate to sufficiently serve the Property, the Developer may request and the City shall provide pump and haul wastewater service to the Property at the Developer's sole cost and expense provided that the following conditions are met:
 - (i) The Developer and City reach a written agreement regarding the terms and rates of service, and that the agreed upon rates cover the City's cost of providing pump and haul service;
 - (ii) Developer has installed the infrastructure necessary for the City to provide pump and haul service; and
 - (iii) Developer may request pump and haul wastewater services for no more than fifty(50) residential lots.

5.02 <u>Water Infrastructure Cost Participation</u>. The Developer shall pay to the City a fee in the amount of \$1,423.00 per LUE (the "<u>Water Storage Tank Contribution</u>") at the time of final plat] for the purpose of participating in the cost of an elevated water storage tank outside the Property, which shall benefit the end-users of water services within the Property. The Developer shall not pay the Water Storage Tank Contribution from any of the proceeds of the PID bonds or assessments.

5.03 <u>Goforth Boulevard Infrastructure</u>. The Developer shall build, in conjunction with the below defined Goforth Boulevard, water, wastewater, and drainage infrastructure as shown on <u>Exhibit "C"</u> attached hereto, both within the Property and through the herein after defined Off-Site Properties, subject to the provisions of Section 6.04 below.

<u>ARTICLE VI.</u> TRANSPORTATION

6.01<u>Dedication of Roadways</u>. Developer shall dedicate all roadways within the Project to the City in compliance with the City Code. All roadways, including any related rights-of-way, shall be dedicated to the City on the applicable Final Plat. Once construction is complete, the roadways, subject to inspection and acceptance by the City, shall be accepted as complete to the plans and specifications by the City in accordance with the City Code. Following acceptance, the City shall be responsible for ongoing maintenance of roadways.

6.02 <u>Waterstone Boulevard</u>. As of the Effective Date, the Developer has designed Waterstone Boulevard and the City has issued a permit for construction of Waterstone Boulevard. The Developer shall construct or cause the construction of Waterstone Boulevard as a four-lane street as provided for in the Waterstone Permit, as generally depicted on the Concept Plan, and as provided for in the Lennar Agreement. Waterstone Boulevard shall be constructed prior to or concurrently with the development of the first phase of construction on the Project and shall include a roundabout intersection with Goforth Boulevard. With respect to sidewalks, the sidewalk on the south side of Waterstone Boulevard shall be a minimum of six (6) feet wide when adjacent to residential properties, the north side of Waterstone Boulevard shall be abutted by a eight (8) foot wide mixed use path, though the exact location and placement shall be determined by the City and Developer generally in accordance with the Concept Plan and update to the Preliminary Plat.

6.03. <u>Goforth Boulevard</u>. The Developer shall design, permit, and construct Goforth Boulevard in consideration of the development incentives provided herein by the City. Construction of Goforth Boulevard shall commence no sooner than the commencement of construction on the third phase of development of the Project as depicted on the Concept Plan and shall include the infrastructure elements described in Section 5.03 above. With respect to sidewalks, the sidewalk on one side of Goforth Boulevard shall be a minimum of five (5) feet wide, and the sidewalk on the other side shall be abutted by a twelve (12) foot wide mixed-use path, though the exact location and placement shall be determined by the City and Developer generally in accordance with the Concept Plan and update to the Preliminary Plat.

6.04. Off-Site Land Acquisition. The Parties acknowledge that in order to facilitate the

construction of Goforth Boulevard and its inclusion of same into the City's Transportation Master Plan network the Off-Site Properties will need to be acquired, as generally shown in Exhibit "D" attached hereto. The Developer shall use commercially reasonable efforts to acquire the Off-Site Properties, but if, however, Developer is unable to obtain any of the Off-Site Properties within 120 days of commencing efforts to obtain the needed Off-Site Properties, then, as a condition to requiring the Developer to construct Goforth Boulevard outside the Property, the City shall use its best efforts and pursue all reasonable actions to secure the Off-Site Properties, including consideration of the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary Eminent Domain Fees paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that Goforth Boulevard can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

ARTICLE VII.

PUBLIC IMPROVEMENT DISTRICT & TAX INCREMENT REINVESTMENT ZONE

7.01 Public Improvement District.

(A) The Parties acknowledge and anticipate that the Developer will submit a petition for the formation of a Public Improvement District to the City. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to consider the creation of the PID, to consider the levy the Assessments (as defined in a Service and Assessment Plan), and consider the issuance of PID Bonds. The City may approve the Service and Assessment Plan providing for the levy of the Assessments on the Property. The City and the Developer will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll for public inspection, the City will levy special assessments against the Property. Promptly following preparation and approval of a Service and Assessment Plan acceptable the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

- (B) The City will reimburse eligible Project Costs as defined in the PID Act which are deemed substantially complete by the City for public improvement infrastructure, with funds received by the City from the initiation of a PID assessment. Such reimbursement shall be outlined in a future reimbursement agreement or financing agreement between the Parties to reflect specific reimbursement amounts. Any municipal bonds issued for the PID must comply with the City's PID Policy and are subject to all applicable laws. The City, other than as described in the applicable PID bond ordinance, is in no way responsible for repayment of debt on such bonds. If the City issues PID bonds, the City is only responsible for payments for costs of Authorized Improvements from PID bond proceeds and/or revenues to be generated by the levy and collection of assessments within the PID.
- (C) The Developer acknowledges that the City may require at that time a professional services agreement that obligates the Developer to fund the costs of the City's professionals relating to any professional services rendered in relation to the creation of the PID, the levy of assessments, issuance of PID Bonds, or any other matters related to the financing or refinancing of the Authorized Improvements through either PID Bonds or a reimbursement agreement and/or financing agreement, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds.
- (D) Prior to the execution of a financing agreement between the City and the Developer, the general terms of the PID are set forth in <u>Exhibit "E"</u>, attached hereto, and shall serve as a guiding document in the creation and approval of the financing agreement.

7.02 Tax Increment Reinvestment Zone.

- (A) Prior to the issuance of the first series of PID Bonds, the City, subject to the consent and approval of the City Council, will consider creation of a TIRZ that includes the Property. The Developer has requested that the TIRZ provide tax increment revenue generated from the TIRZ as follows: subject to subsections (C) and (D) below, forty percent (40%) of the City's ad valorem tax increment generated by the TIRZ (i) for a period of up to thirty years (30) on an improvement area basis (the "City Participation") which will be collected by the City in accordance with the applicable TIRZ Project and Finance Plan. The general terms of the TIRZ are further set forth in <u>Exhibit "F"</u>, attached hereto.
- (B) In accordance with the TIRZ Project and Finance Plan, the City Participation and the County TIRZ Increment (defined below), if any, shall be placed into a TIRZ Fund. After the payment of administrative expenses related to the TIRZ, monies in the TIRZ Fund shall be distributed to offset the PID assessment levied upon the parcels within the Property on a parcel by parcel basis as to the residential portions of the TIRZ. Amounts in the TIRZ fund shall not be comingled with any other fund and shall be separate and apart from all other funds held by or on behalf of the City.
- (C) The Parties acknowledge that the TIRZ may include property owned by the Consenting Party ("Offsite TIRZ Property"), and the tax increment generated by Offsite TIRZ Property will not be used to offset the PID assessment as described above, and Developer shall have no right to the funds generated by the Offsite TIRZ Property's collected tax increment. Funds generated by the Offsite TIRZ Property shall be used in accordance with a separate agreement between the City and the Consenting Party.

(D) The Developer will use best efforts to negotiate with Hays County (the "County") for the County to contribute \$0.0833 per \$100 of valuation of the County's collected ad valorem taxes on the captured appraised value during the term of the TIRZ, which is equal to twenty-two and ninety-six hundredths percent (22.96%) based on the County's 2021 tax rate of \$0.3629 per \$100 (the "County TIRZ Increment"). Upon successful negotiations between the Developer and the County, the City will use best efforts to enter into an interlocal agreement with the County for the County's TIRZ contribution. The County TIRZ Increment shall be used as a direct offset to the City Participation. If the County participates in the TIRZ, then the City Participation will be reduced so that the combined City and County contribution will be equal to the amount that would have been generated if only the City had participated at forty percent (40%).

7.03 <u>Disclosure Information</u>. The Developer agrees, represents and warrants that any information provided by the Developer for inclusion in a disclosure document for an issue of bonds will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7.04 <u>**PID** and **TIRZ** Community Benefit.</u> The Parties acknowledge that this Agreement is entered into with the express understanding that the additional benefits described herein the Developer is providing to the City are in consideration for the City's consideration of the PID and the TIRZ.

- (A) If the City fails to approve the formation of the PID within ninety (90) days of the Effective Date, the Developer shall have the right to, no less than ninety (90) days following written notice being delivered to the City (the "<u>PID Cure Period</u>"), terminate this Agreement. If, within the PID Cure Period, the City creates the PID, the Developer's right to terminate under this Section shall be waived.
- (B) If the City fails to approve the formation of the TIRZ within one hundred fifty (150) of the Effective Date, the Developer shall have the right to, no less than ninety (90) following written notice being delivered to the City (the "<u>TIRZ Cure Period</u>"), terminate this Agreement. If, within the TIRZ Cure Period, the City creates the TIRZ the Developer's right to terminate under this Section shall be waived.

ARTICLE VIII. PID TRUE UP

8.01<u>PID True Up</u>.

(A) The following definitions shall be used in this Article VIII:

(1) "Maximum Special Assessment" means, for each lot classification identified in the Service and Assessment Plan ("SAP"), an Special Assessment equal to an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Special Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose Special Assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

- (2) "Maximum Equivalent Tax Rate" means, for each lot classification identified in the SAP, a maximum overlapping tax rate equivalent, including all taxing entities, of \$3.30 per \$100 of estimated buildout value, and \$3.10 per \$100 of estimated buildout value with the offset generated by the TIRZ, but in no case less than a PID Special Assessment tax rate equivalent of \$0.78 per \$100 of estimated buildout value, and \$0.58 per \$100 of estimated buildout value with the offset generated buildout value with the offset generated buildout value for a lot classification shall be determined by the PID administrator using information provided by the Owner and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.
- (B) Mandatory Reduction in Special Assessments if Maximum Special Assessment Exceeded.
 - (1) Maximum Special Assessment Exceeded at Plat. If the subdivision of any assessed property by a recorded subdivision plat causes the Special Assessment per lot to exceed the Maximum Special Assessment, then prior to the City approving the plat, the Owner must partially prepay the Special Assessment for each property that exceeds the Maximum Special Assessment in an amount sufficient to reduce the Special Assessment to the Maximum Special Assessment.
 - (2) Maximum Special Assessment Exceeded at PID Bond Issuance. At the time PID Bonds are issued, if the Special Assessment per Lot for any lot classification identified in the SAP exceeds the Maximum Special Assessment, then prior to the issuance of PID Bonds, the Special Assessment on the parcel shall be reduced until the Special Assessment equals the Maximum Special Assessment.

<u>ARTICLE IX.</u> <u>AMENDMENTS TO THE AGREEMENT</u>

9.01 <u>Amendments to Agreement</u>. This Agreement may be amended only by a written agreement signed by the City and Developer, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhouse or attached single family residential lots); provided, however, a Developer or an Authorized Successor or Assign of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such Developer's or Authorized Successor or Assign's parcel without the joinder of any other landowner, provided that the owner of the Property listed on the signature page of this Agreement (the "Original Developer"</u>) must be Party to such amendment if the Original Developer then owns any portion of the Property. In addition, as long as the Original Developer

owns any portion of the Property, the Original Developer and the City may amend this Agreement without the joinder of any other landowner.

ARTICLE X. REPRESENTATIONS AND WARRANTIES

10.01 <u>Authority, No Conflict</u>. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms. Developer has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.02 <u>**Performance**</u>. Developer and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

10.03 Organization and Good Standing.

- (a) The City is a duly organized and validly existing political subdivision created under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.
- (b) The Developer is a duly organized and validly existing limited liability company created under the laws of Arizona, is duly authorized to conduct business in the State of Texas and has full power and authority to enter into this Agreement and perform all its obligations hereunder.

10.04 <u>Authority; No Conflict</u>. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.05 <u>Wastewater Infrastructure</u>. The Parties acknowledge that the Developers internal wastewater infrastructure may be enhanced in efficiency by the City's capital wastewater improvements, and the Developer shall cooperate in good faith with the City if the City requests a modification to the Developer's designs in order to better provide wastewater service, provided that such modification does not negatively impact the Project.

ARTICLE XI. DEFAULT AND REMEDIES FOR DEFAULT

11.01 <u>**Preventative Default Measures**</u>. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the City Manager. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Developer's request, the City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

11.02 <u>Default</u>. It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

11.03 <u>Remedies Between the City and Developer</u>. If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 11.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a writ of mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

11.04 <u>No Liability For Actions of Others</u>. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

11.05 <u>No Third-Party Beneficiary</u>. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

11.06 <u>**Reservation of Rights**</u>. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

<u>ARTICLE XII.</u> <u>MISCELLANEOUS PROVISIONS</u>

12.01 <u>Effective Date</u>. The Parties agree that the "<u>Effective Date</u>" of this Agreement shall be the date first written above.

12.02 <u>Term</u>. The term of this Agreement shall be in full force and effect from the Effective Date hereof. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate thirty-five (35) years after the Effective Date.

12.03 <u>Agreement Binds Succession and Runs with the Land</u>. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and Developers of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement.

12.04 Assignment.

- a. Developer may, assign this Agreement with respect to all or a portion of the Property from time to time to a purchaser of all or a portion of the Property, with the prior written consent of the City, such consent shall not be unreasonably withheld and which shall be given if Developer provides information showing that the proposed assignee has the technical and financial capacity as well as the development experience to carry out all of the obligations under this Agreement. Developer may, in its sole and absolute discretion, assign this Agreement with respect to all or a portion of the Property from time to time to an affiliate without the prior consent of the City, so long as: (i) the assignment is in writing; (ii) the assignment provides that the assignee assumes such assigned rights and obligations without modification or amendment; (iii) the assignment is executed by Developer and the assignee; and (iv) Developer provides a copy of the fully executed assignment to the City within five (5) business days after the effective date of the assignment. Upon such assignment with respect to all or a portion of the Property, Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement relating to the portion of the Property conveyed to the assignee to which this Agreement is so assigned. A default by any subsequent partial assignee shall not constitute a default by Developer under this Agreement.
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

12.05 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

12.06 <u>Notice</u>. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("<u>Notice</u>") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, or (iv) by sending same by facsimile with receipt of confirmation. Notice deposited in the United States

mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

<u>Developer</u>: Meritage Homes of Texas, LLC Attn: Elliot Jones 8920 Business Park Dr., Suite 350 Austin, TX 78759

<u>With a copy to</u>: Miklos Cinclair PLLC Attn: Kevin Pierce 1755 Whittington Place Suite 305 Farmers Branch, TX 75234

<u>City</u>: City of Kyle Attn: City Manager 100 W. Center Street Kyle, Texas 78640

<u>With a copy to</u>: The Knight Law Firm, LLP Attn: Paige Saenz 223 W. Anderson Lane, Suite A105 Austin, Texas 78752

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

12.07 <u>No Joint Venture</u>. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

12.08 <u>Time</u>. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

12.09 <u>Force Majeure</u>. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in

such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, pandemics, materials or labor shortages, strikes, slowdowns, or work stoppages.

12.10 <u>Severability</u>. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

12.11 <u>Waiver</u>. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 11.12 <u>Attorney's Fees and Court Costs</u>. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the each party shall be responsible for their own legal fees incurred in connection with such legal proceeding.

12.12 <u>Applicable Law and Venue</u>. THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Hays County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

12.13 <u>Further Assurances</u>. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

12.14 <u>Incorporation of Exhibits and Other Documents by Reference</u>. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

12.15 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

12.16 <u>Interpretation</u>. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

12.17 <u>**1295** Form</u>. The Parties agree and acknowledge that a 1295 form, as described by Section 2252.908 of the Texas Government Code, is not required of the Developer because the Developer is a publicly traded entity or is a subsidiary of a public traded entity.

12.18 Anti-Boycott Verifications

- (A) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
- (B) The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudanhttps://comptroller.texas.gov/purchasing/docs/iran-list.pdf, list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.
- (C) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the

Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

(D) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit

12.19 <u>Amendment and Restatement</u>. This Agreement amends and replaces, in its entirety, the Original Agreement, and the Original Agreement shall have no further effect on the Parties, the Property, or any other third party.

12.20 <u>Exhibits</u>.

Exhibit "A"	Description of the Property
Exhibit "B"	Concept Plan
Exhibit "C"	Goforth Boulevard
<u>Exhibit "D"</u>	Off-Site Properties
Exhibit "E"	PID Term Sheet
Exhibit "F"	TIRZ Term Sheet

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this_____ day of _____, 2022.

CITY:

CITY OF KYLE, TEXAS a Texas home-rule municipal corporation

Attest:

By:_____ Name: Jennifer Holm Title: City Secretary By:_____ Name: Travis Mitchell Title: Mayor

THE STATE OF TEXAS§COUNTY OF HAYS§

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Meritage Homes of Texas, LLC an Arizona limited liability company

By:_____ Name: Title:

THE STATE OF TEXAS§COUNTY OF HAYS§

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, as _____ of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

The Consenting Party is executing this Agreement solely to acknowledge that it owns property in the proposed TIRZ, and that it consents to the terms of the TIRZ that are identified in this Agreement. Consenting Party does not assume any rights or obligations under this Agreement except as may explicitly be described therein.

CONSENTING PARTY:

Kyle Land Partners, LLC a Texas limited liability company

By:	
Name:	
Title:	

EXHIBIT "A"

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 rightof-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 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 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 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:

- 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,
- 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,

CONTINUED ON NEXT PAGE

PAGE | 1 of 5

COMMITMENT YOU EXPECT | EXPERIENCE YOU NEED | PEOPLE YOU TRUST



7401B Highway 71 West, Suite 160, Austin, TX 78735 Office: 512.583.2600 Fax: 512.583.2601 Doucetengineers.com

 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,

"Exhibit "-----"

- 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,
- N86°49'32"W, a distance of 280.56 feet to a 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,
- N55°32'03"W, a distance of 126.49 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found, and
- 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,
- 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,
- 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,
- 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,
- 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

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT | EXPERIENCE YOU NEED | PEOPLE YOU TRUST

PAGE | 2 of 5



"Exhibit "-----"

- 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.

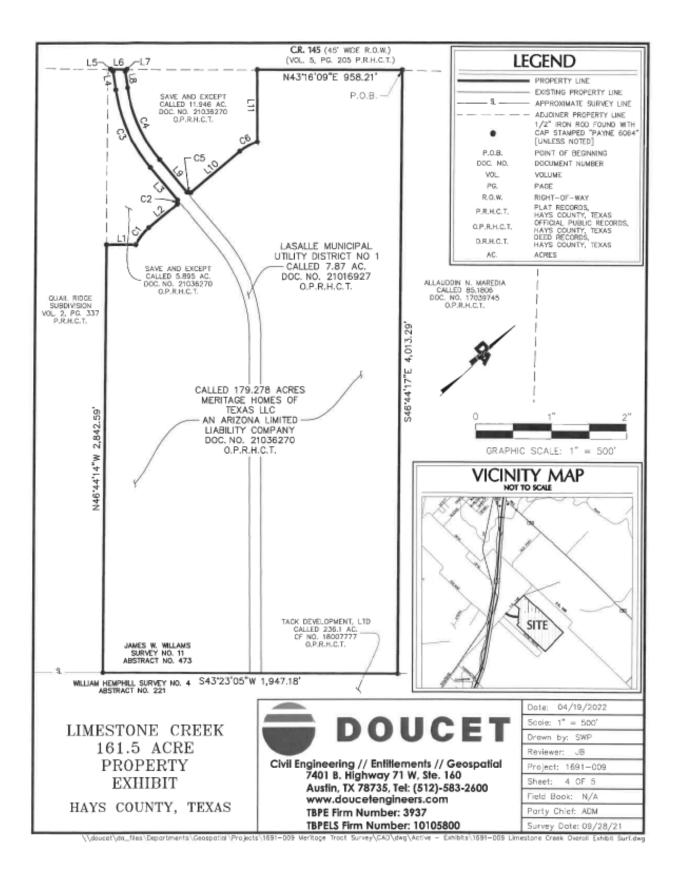
I, John Barnard, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

2DP 04/19/2022

Date

John Barnard Registered Professional Land Surveyor Texas Registration No. 5749 Doucet & Associates jbarnard@doucetengineers.com TBPLS Firm No. 10105800





	LINE TABLE			
LINE	BEARING	DISTANCE		
L1	N43'15'48"E	195.23'		
L2	ND2*44'09"E	243.78		
L3	N86*49'32"W	280.56'		
L4	N55"36'03"W	126.49'		
L5	S86*40'31*W	20.47'		
L6	N43*16'02"E	106.18'		
L7	\$10°17'05"E	17.42'		
L8	\$55*36'03"E	114.06'		
L9	S86°49'32"E	279.97'		
L10	N02*43'44"E	419.07*		
L11	N47*21'17*W	480.50		

			CURVE T	ABLE	
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	141.87*	330.03*	24*37'51"	N09"38'34"W	140.78
C2	31.23*	20.00'	89*28'43*	N42"12'11"W	28.16'
C3	573.03	1,040.13	31'33'55"	N71"23"01"W	565.81
C4	529.19'	980.25'	31'34'31"	S71'23'26"E	522.51'
CS	31.59'	20.00'	90'29'25"	N47'49'44"E	28.41'
C6	136.59'	330.03'	23'42'48"	N14'32'37"E	135.62'

CONTROL NOTE: BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.9999190065604886. UNITS: US SURVEY FEET.

I, JOHN BARNARD, RECISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

\\doucet\do_files\Departments\Gecapatiol\Projects\1691-009 Meritage

SDB-04/19/2022

JOHN BARNARD IREGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5749 DOUCET & ASSOCIATES JBARNARDØDOUCETENGINEERS.COM DATE



LIMESTONE CREEK 161.5 ACRE PROPERTY EXHIBIT HAYS COUNTY, TEXAS



TBPELS Firm Number: 10105800

	Dote: 04/19/2022
DOUCET	Scale: 1" = 500'
DUUCEI	Drawn by: SWP
	Reviewer: JB
eering // Entitlements // Geospatial	Project: 1691-009
1 B. Highway 71 W, Ste. 160 tin, TX 78735, Tel: (512)-583-2600	Sheet: 5 OF 5
w.doucetengineers.com	Field Bock: N/A
E Firm Number: 3937	Party Chief: ADM
ELS Firm Number: 10105800	Survey Date: 09/28/21
a Tract Survey\CAD\dwg\Active = Exhibits\1691-009 Line	estone Creek Overoli Exhibit Surf.dw

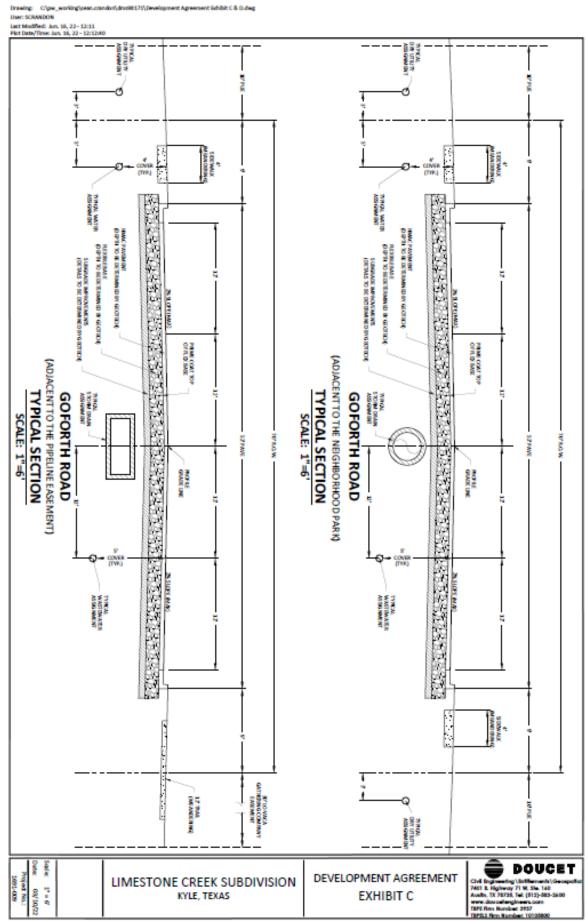
EXHIBIT "B" CONCEPT PLAN



EXHIBIT "C" GOFORTH BOULEVARD

Drawing: Criger, you'ng juke remolution at 211 (Development Agreement Builds C & Dubeg Development Agreement Builds C & Dubeg





Rehibit C & D.dw

EXHIBIT "D" OFF-SITE PROPERTIES

Drawing Class provide galaxies and drawing the transmission of the C&D and Law (2000)

Hat Deter Three Apr. 05, 22 - 08-05



EXHIBIT "E" PID TERM SHEET

CITY OF KYLE, TEXAS LIMESTONE CREEK PUBLIC IMPROVEMENT DISTRICT

It is requested that the following limitations and performance standards shall apply to the Limestone Creek Public Improvement District agreed to by Developer and the City connection with the development of the proposed Project.

FINANCING CRITERIA – PUBLIC IMPROVEMENT DISTRICT

1. Maximum Authorized Improvements for the PID: <u>\$50,000,000</u>

2. Minimum appraised value to lien ratio for each PID bond issued: 3:1 (provided that the City, in its sole and absolute discretion, may consider a lower value to lien ratio at the time of bond issuance)

3. Maximum total equivalent tax rate including PID annual installment as of date of first assessment levy with and without the TIRZ offset:

Without offset: <u>\$3.30/\$100 Assessed Value</u> With offset: <u>\$3.10/\$100 Assessed Value</u>

- 4. Maximum years of capitalized interest: 2
- 5. Maturity of bonds (to extent allowed by law): <u>30 years</u>
- 6. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under the PID Act.
- 7. Maximum annual permitted increased in annual assessment installment: 2%

MISCELLANEOUS

- 1. The PID may seek PID bond issues in advance of construction of the Project subject to compliance with these standards. No PID bonds will be issued without the approval by the City of a Service and Assessment Plan for the District.
- 2. No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.

- 3. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as the maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan. Special assessments on any portion of the property will bear a direct proportionate relationship to, and will not exceed, the special benefit of the public improvements to that improvement area.
- 4. The City shall not be obligated to provide funds for any improvements for the Project except from the proceeds of the bonds or special assessments.
- 5. The PID Bond Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues or tax increment revenues, if available.
- 6. The PID will be responsible for payment of all of the City's reasonable and customary costs and expenses associated with the financing and administrative activities of the PID.
- 7. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
- 8. No additional security or surety will be provided by the Developer, or its assignees, for the construction of the Authorized Improvements beyond typical performance bond or other similar surety agreements.
- 9. The PID shall comply with the City's approved PID policy, except as modified by the Agreement and a future financing agreement, to be agreed upon by the City and Developer. The City acknowledges that the PID policy does not contain mandatory criteria, and serves to guide the City and its City Council in approving and facilitating PIDs, and that the City may choose at any time to apply or waive any of the terms of the PID Policy on a case by case basis.

EXHIBIT "F" TIRZ TERM SHEET

CITY OF KYLE, TEXAS LIMESTONE CREEK TAX INCREMENT REINVESTMENT ZONE

It is requested that the following terms shall apply to the Limestone Creek Tax Increment Reinvestment Zone agreed to by Developer and the City in connection with the development of the proposed Project.

Financing Criteria

- 1. Participating Entities: City of Kyle, Texas and Hays County, Texas
- 2. City Contribution Rate: 40%, subject to the County's participation as set forth in Section 7.02 of this Agreement
- 3. Base value of TIRZ: 2022 values
- 4. Term of TIRZ: Concurrent with PID bonds

Miscellaneous

- 1. The TIRZ revenues shall be used to pay administrative expenses of the TIRZ and to offset PID annual installments.
- 2. The city will agree to use TIRZ revenues generated from each parcel in the Project to offset a portion of such parcel's assessment and to the extent there are TIRZ revenues remaining after such offset, any such excess revenues will be returned to the City as ad valorem taxes.
- 3. TIRZ administrative costs shall be determined annually by the City in its sole discretion.



CITY OF KYLE, TEXAS

Limestone Creek PID - Acceptance of Petition Meeting Date: 6/21/2022 Date time:7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution Accepting Petition (Limestone Creek) v2.1
- Limestone Creek PID Application 4.26.22 updated

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING A PETITION FOR CREATION OF THE LIMESTONE CREEK PUBLIC **IMPROVEMENT DISTRICT:** SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE **CREATION OF THE LIMESTONE CREEK PUBLIC IMPROVEMENT** DISTRICT WITHIN THE CITY OF KYLE, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF KYLE, TEXAS REGARDING THE PUBLIC HEARING.

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"), attached hereto as Exhibit "A" and incorporated herein for all purposes, requesting the establishment of a public improvement district covering approximately 161.5 acres described in the Petition, 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 describe the general nature of the proposed public improvements as parks and open space, landscaping, utilities, streets and roadways, entry monumentation, signage, costs of financing said improvements, and costs for establishing and administering the District; 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 Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council of Kyle, Texas (the "City Council") must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, 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. City staff reviewed the Petition attached hereto as Exhibit "A" and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 3. The City Council calls a public hearing to be scheduled at or after 7:00 p.m. on July 19, 2022 to be held at Kyle City Hall City Council Chambers, 100 W. Center Street, Kyle, Texas 78640 pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit "B", for the purpose of hearing public testimony on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. All residents and property owners within the District and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

SECTION 4. The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the District or may defer the adoption of such a resolution for up to six (6) months. The creation of the District is within the sole discretion of the City Council.

SECTION 5. Attached hereto as Exhibit "B" is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

SECTION 6. The City Council hereby authorizes and directs the City Secretary, on or before July 1, 2022, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the proposed District as reflected on the tax rolls.

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. 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 _____ day of ______, 2022, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Travis Michell, Mayor

ATTEST:

Jennifer Holm, City Secretary City of Kyle, Texas

[CITY SEAL]

EXHIBIT "A" PETITION FOR CREATION OF DISTRICT

EXHIBIT "B"

CITY OF KYLE, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF THE LIMESTONE CREEK PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Kyle, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Meritage Homes of Texas, LLC, an Arizona limited liability company and LaSalle Municipal Utility District No. 1, a Texas conservation and reclamation district (the "Owners"), requesting that the City create the Limestone Creek Public Improvement District (the "District") to include property owned by the Owners and further described herein (the "Property").

<u>Time and Place of the Hearing</u>. The public hearing will be held at a regular meeting of the Kyle City Council beginning at or after 7:00 p.m. on July 19, 2022 at Kyle City Hall City Council Chambers, 100 W. Center Street, Kyle, Texas 78640 and/or via a videoconference meeting. A copy of the Limestone Creek Public Improvement District petition is available for public review at the office of the City Secretary, located at 100 W. Center Street, Kyle, Texas 78640.

<u>General Nature of the Proposed Authorized Improvements</u>. 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 "<u>Authorized Improvements</u>"). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

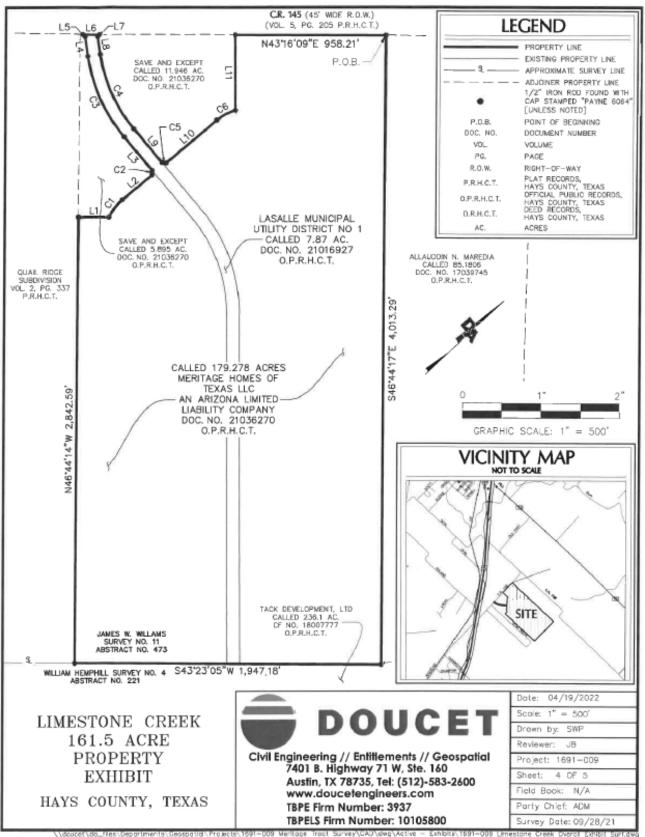
Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed \$50,000,000. The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District.

<u>Proposed District Boundaries</u>. The District is proposed to include approximately 161.5 acres of land generally located east of Post Road and south of County Road 158, located within the corporate limits of the City, as generally depicted or described on the map provided herein as Exhibit A, said map and metes and bounds description, also available at Kyle City Hall, Office of the City Secretary, located at 100 W. Center Street, Kyle, Texas 78640 and available for public inspection during regular business hours.

<u>Proposed Method of Assessment</u>. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) how the assessments are 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 public 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 benefitted. The assessment of the methodology will result in each parcel paying its fair share of the costs of the Public Improvements provided with the assessments based on the special benefits received by the property from the Public Improvements and property equally situated paying equal shares of the costs of the Public Improvements.

<u>Apportionment of Cost between the District and the City</u>. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. No municipal property in the District shall be assessed. All the costs of the proposed Authorized Improvements will be paid from assessments levied on the Property within the District. The developer of the Property may also pay certain costs of the improvements from other sources of funds, if any, available to it as developer of the District.





PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO LIMESTONE CREEK DEVELOPMENT

THE STATE OF TEXAS § CITY OF KYLE §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KYLE

The undersigned petitioners (the "*Petitioners*"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "*Act*"), request that the City of Kyle create a public improvement district (the "District) in the territory described in <u>Exhibit A</u> attached hereto (the "*Land*") within the City of Kyle, Texas (the "*City*"), and in support of this petition the Petitioners would present the following:

<u>Section 1.</u> <u>Standing of Petitioners</u>. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Hays County Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal. The Petitioners also 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. In compliance with the requirements of the City of Kyle PID Policy, with respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.

<u>Section 2.</u> <u>General Nature of the Proposed Construction and Maintenance of the Public Improvements</u>. The general nature of the proposed public improvements are: (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, community facilities, parking facilities, sidewalks, 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 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, including costs of establishing, administering and operating the District.

<u>Section 3.</u> <u>Estimated Cost and Terms of the Proposed Construction of the Public</u> <u>Improvements</u>. The estimated cost of the proposed construction is \$50,000,000.00 (including issuance and other financing costs). Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto, and is commonly known as the parcel of land located east of Post Road and south of County Road 158.

<u>Section 5.</u> <u>Method of Assessment</u>. An assessment methodology will be prepared that will address: (i) how the costs of the public 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 public 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 public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

<u>Section 6.</u> <u>Apportionment of Cost between the City and the District</u>. Approval and creation of the PID will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land. The signers of this petition understand that the annual budget for the district is subject to review by City staff with final approval by the City Council.

<u>Section 7.</u> <u>Management of the District</u>. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

<u>Section 8.</u> <u>Advisory Board</u>. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

<u>Section 9.</u> <u>Adjustments and/or Deviations from PID Policy</u>. The Petitioners request the following adjustments with respect to the District from the City's established PID Policy, to be considered and granted at the sole discretion of the City Council upon approval of the issuance of a series of bonds: (i) a possible increase in the maximum maturity for each series of bonds from 20 years to 30 years, (ii) a possible reduction in the minimum overall value to lien ratio at the date of each bond issue from 3:1 to 2:1 as determined by an independent 3rd party appraisal, and (iii) a possible reduction in the minimum individual parcel value to lien ratio at the date of each bond issue from 2.5:1 to 2:1.

The signers of this petition request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided. [Signature on following page]

PETITIONER:

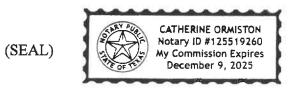
Meritage Homes of Texas, LLC an Arizona limited liability company

By: flliot Jones Name: Title: Division Vice President

THE STATE O	F TEXAS	
COUNTY OF	Travis	

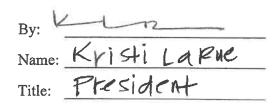
This instrument was acknowledged before me on this 210 day of April, 2022, by <u>Hiot Journ</u>, as <u>VP</u> of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

0000000



Notary Public, State of Texas

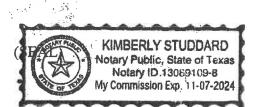
LaSalle Municipal Utility District No. 1 a Texas conservation and reclamation district



THE STATE OF TEXAS COUNTY OF $T \not\models \land \lor \mid \le$

This instrument was acknowledged before me on this <u>H</u> day of <u>APril</u>, 2022, by <u>KIHLARK</u> as <u>President</u> of LaSalle Municipal Utility District No. 1, a Texas conservation and reclamation district on behalf of said conservation and reclamation district.

030303



1. A. 1. A.

ġ.

Notary Public, State of Texas

EXHIBIT A PROPOSED DISTRICT BOUNDARIES



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 rightof-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 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 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 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,

CONTINUED ON NEXT PAGE



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,

"Exhibit "-----"

- 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 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

CONTINUED ON NEXT PAGE



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

"Exhibit "-----"

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.

20 04/19/2022

Registered Professional Land Surveyor

Texas Registration No. 5749

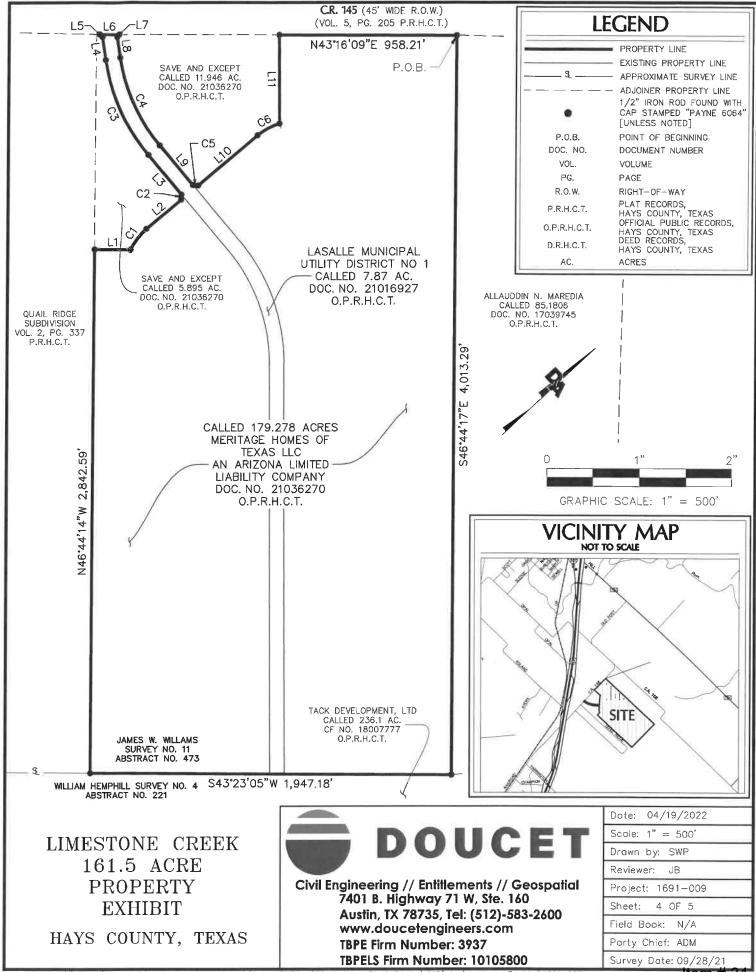
jbarnard@doucetengineers.com TBPLS Firm No. 10105800

Doucet & Associates

Date



John Barnard



^{\\}doucet\da_files\Departments\Geospatial\Projects\1691-009 Meritage Tract Survey\CAD\dwg\Active - Exhibits\1691-009 Limestone Creek Overal Lemt#u34.c

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	N43°15'48"E	195.23'		
L2	N02°44'09"E	243.78'		
L3	N86°49'32"W	280.56'		
L4	N55°36'03"W	126.49'		
L5	S86°40'31"W	20.47'		
L6	N43°16'02"E	106.18'		
L7	S10°17'05"E	17.42'		
L8	S55°36'03"E	114.06'		
L9	S86°49'32"E	279.97'		
L10	N02°43'44"E	419.07'		
L11	N47°21'17"W	480.50'		

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	141.87'	330.03'	24°37'51"	N09°38'34"W	140.78'
C2	31.23'	20.00'	89°28'43"	N42°12'11"W	28.16'
C3	573.03'	1,040.13'	31°33'55"	N71'23'01"W	565.81'
C4	529.19'	960.25'	31°34'31"	S71°23'26"E	522.51'
C5	31.59'	20.00'	90'29'25"	N47°49'44"E	28.41'
C6	136.59'	330.03'	23°42'48"	N14'32'37"E	135.62'

CONTROL NOTE:

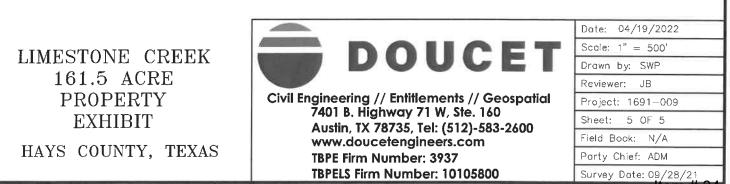
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.9999190065604686. UNITS: US SURVEY FEET.

I, JOHN BARNARD, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

DB-04/19/2022

JOHN BARNARD DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5749 DOUCET & ASSOCIATES JBARNARD@DOUCETENGINEERS.COM







Pay Increases for Seasonal Pool Staff Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Discussion and possible action regarding pay increases for seasonal pool staff with the purpose of providing residents with more public access to the city pool. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:



Grand Junction Trip

Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Grand Junction Trip Recap. ~ Daniela Parsley, Council Member; Dex Ellison, Council Member; and Robert Rizo, Mayor Pro Tem

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS: Description



Meeting Date: 6/21/2022 Date time:7:00 PM

Kyle Market Days

Subject/Recommendation: Consider and possible action to host Kyle market dates on a weekly or biweekly basis all year round. Except when City events are taking place. ~ Daniela Parsley, Council Member

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:



Time capsule for Heroes Memorial Park Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Discussion and general direction regarding logistics for selection of time capsule items for Heroes Memorial Park. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS: Description

ltem # 38



Prohibit Political Signs or Partisan Tents at any City Events Meeting Date: 6/21/2022 Date time:7:00 PM

Subject/Recommendation: Consider and possible action to create an ordinance to prohibit political signs or partisan tents at any city events and clarify the city's existing political sign regulations. ~ *Daniela Parsley, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:



Meeting Date: 6/21/2022 Date time:7:00 PM

City Auditor

Subject/Recommendation:	Discussion and possible action regarding the creation of a city auditor position under financial department. ~ <i>Yvonne Flores-Cale, Council Member</i>			
Other Information:	A city auditor can provide following information to the City Council:			
	Performance audits for:			
	Audit/analysis of Diversity and Workplace Climate which would increase the city's diversity, equity, and inclusion. Audit/analysis of Employees' Workforce Diversity and Salary Trends Audit/analysis Road Paving Improvement Maintenance Audit/analysis of Pedestrian Safety Protect the interests of City of Kyle taxpayers in all financial matters. Additional audits beneficial to the City of Kyle:			
	Revenue Enhancement Audits - A review of records conducted for the purpose of determining if reported revenues are derived from the sources reflected on the records and to see if such revenues are remitted timely and in compliance with the appropriate ordinance or contract.			
	Compliance Audits - Primarily used to determine if contractors and City are performing in accordance with the requirements of their contract. May require auditors to review records maintained by the Contractor. Sometimes used to determine if City employees are following City Administrative procedures governing specific activities.			
	Unannounced Audits - Surprise audits with varying purposes, most frequently used to review areas where cash is handled.			
	Cities with auditors and financial management staff:			
	Austin (has both Financial Services Manager & City Auditor)			
	Galveston (population 50,307) (has Budget Administrator & City Auditor)			
	Bryan (population 85,645) (has Chief Financial Officer & City Auditor)			
	League City (population 105,410) (has Director of Finance & City Auditor)			
	*Other cities, such as New Braunfels have a financing and audit committee			
	Below are sites with examples of the above-mentioned performance audits, as well as			

audit plans.

https://www.cityofsacramento.org/Auditor/Reports/IBA-Reports

https://www.austintexas.gov/page/audit-reports

https://www.leaguecitytx.gov/DocumentCenter/View/32536/FY22-Audit-Plan-Memorandum---Final-Approved-PDF https://www.galvestontx.gov/Archive.aspx?AMID=54

Legal Notes:

Budget Information:

ATTACHMENTS:



Meeting Date: 6/21/2022 Date time:7:00 PM

City Charter Section 4.03b

Subject/Recommendation:	Discussion and possible action regarding all City policies, to include the process of keeping Council updated on any policy changes, in order to comply with Section 4.03b of the City's Charter. ~ <i>Yvonne Flores-Cale, Council Member</i>
Other Information:	Section 4.03-The City Council (b) Ensure enforcement of the provisions of this charter and the ordinances of the City, and compliance with policies and resolutions.
Legal Notes:	
Budget Information:	

ATTACHMENTS: Description



Meeting Date: 6/21/2022 Date time:7:00 PM

Executive Session

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.
 - SouthWest Water Company Negotiation
- 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Right of Way Acquisition
 - Veterans Drive property acquisition
- 3. Personnel matters pursuant to Section 551.074.
- 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project On the Tracks

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:



Reconvene

Meeting Date: 6/21/2022 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