

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/communications/city-videos-kyle-10>. 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 October 17, 2023, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 12th day of October, 2023, prior to 10:15 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - October 2, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*
2. City Council Regular Meeting Minutes - October 2, 2023. ~ *Jennifer Kirkland, TRMC, 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

3. Agenda Order per Rules of Council Sec. B1. ~ *Travis Mitchell, Mayor*

V. Appointments

4. Approve a Resolution appointing fourteen individuals to fill vacancies on the Kyle

Area Youth Advisory Committee. ~ *Mariana Espinoza, Director of Parks & Recreation*
Benjamin Gresham
Gabriel Belmonte
Sophia Ramirez
Donovan Santine
Charlotte Garza
Alicia Bush
Gavin Rasendez Lopez
Alexia Smith
Mirabella Dietz
Isabella Green
Joshua Powers
Mason Coleman
Terrance Grant JR
Jackson Juel

VI. Reports and Presentations

5. Recognition of Quilt Recipients for Quilts of Valor. ~ *Travis Mitchell, Mayor*
6. A Proclamation recognizing Fentanyl Poisoning Awareness Month. ~ *Miguel A. Zuniga PhD, Council Member*
7. Presentation of Kiwanis Kyle Buda TX 5th Year Anniversary Proclamation. ~ *Michael Tobias, Mayor Pro Tem*
8. Proclamation recognizing Immigrants Day. ~ *Daniela Parsley, Council Member*
9. Upcoming Parks & Recreation events. ~ *Mariana Espinoza, Director of Parks & Recreation*

VII. Consent Agenda

10. Approve Task Order No. 3 to Lockwood, Andrews & Newnam, Inc. in the amount not to exceed \$23,535 for environmental services relating to the Windy Hill Road bond project. ~ *Joe Cantalupo, K Friese & Associates, City's 2022 Road Bond Program Manager*
11. Approve a resolution establishing a rotation list of the following two (2) firms to provide surveying services for all city departments: McGRAY & McGRAY LAND SURVEYORS, INC., Austin, Texas, AND COBB, FENDLEY & ASSOCIATES, INC., San Marcos, Texas and authorize the City Engineer to enter into contract negotiations with each firm and direct staff to bring back the contracts for consideration by the City Council at a future meeting. ~ *Leon Barba, P.E., City Engineer*
12. (*First Reading*) An Ordinance Amending Chapter 2 - Administration, Article III. - Boards, Committees and Commissions, Division 1 – Generally, Sections 2-42.

Appointment and 2-50. Ex Officio Members; and Amending Division 4. – Economic Development and Tourism Board Sections 2-113. – General Duties; and 2-113.5. Qualifications for Appointment and Membership; and Adding Section 2-113.6. Officers; Providing an Effective Date; and Providing for Open Meetings. ~ *Victoria Vargas, Director of Economic Development*

13. Approve a License Agreement between the City of Kyle and Rachel and Ruben Guerrero for property located at 213 S Old Highway 81 to allow parking to encroach City right-of-way on East Moore St. ~ *Will Atkinson, Director of Planning*

VIII. Items Pulled from Consent Agenda

IX. Consider and Possible Action

14. Approve Task Order No. 6 to Pape-Dawson Consulting Engineers, LLC in the amount not to exceed \$450,567.75 for development of a final design schematic of the intersection of Jack C Hays Trail and Veterans Drive and the reconstruction of Jack C Hays Trail from Veterans Drive to 1200 ft east of Veterans Drive. ~ *Joe Cantalupo, K Friese & Associates, City's 2022 Road Bond Program Manager*
15. Approve a Resolution establishing the date for a public hearing to be held on December 5, 2023, as required under Chapter 395 of the Texas Local Government Code, to consider, discuss, and review the update to the water and wastewater land use assumptions, water and wastewater capital improvements plan, and imposition of updated water and wastewater impact fee amounts. ~ *Leon Barba, P.E., City Engineer*
16. [Postponed 10/2/2023] (*First Reading*) An ordinance of the City of Kyle, Texas annexing approximately 37.99 acres of land located at 301 Bebee Road in Hays County, Texas including the abutting streets, roadways, and rights-of-way into the corporate limits of the City. (Caraway Cattle Company Family Partnership LLLP - ANNX-22-0019) ~ *Will Atkinson, Director of Planning*

- Public Hearing

Public Hearing was left open on 10/2/2023.

17. [Postponed 10/2/2023] (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 101 acres to Planned Unit Development (PUD, to include approximately 72 acres of Retail Services Zoning 'RS' and approximately 29 acres Multifamily Apartments 3 'R-3-3' for property located at 301 Bebee Road in Hays County, Texas. (Caraway Cattle Company Family Partnership LLLP - Z-22-0110) ~ *Will Atkinson, Director of Planning*

Planning and Zoning Commission voted to postpone until the 10/18/23 P&Z meeting.

- Public Hearing

Public Hearing was left open on 10/2/2023.

18. Public Hearing to Consider Proposed Assessments to be Levied Against the Assessable Property Within Improvement Area #2 of the Southwest Kyle Public Improvement District No. 1 Pursuant to the Provisions of Chapter 372 of the Texas Local Government Code. ~ *Mark McLiney, SAMCO Capital, City's Financial Advisor*
19. Consideration and Approval of an Ordinance of the City Council of the City Of Kyle, Texas Accepting and Approving an Amended and Restated Service and Assessment Plan and Improvement Area #2 Assessment Roll for The Southwest Kyle Public Improvement District No. 1; Making a Finding of Special Benefit to the Property in Improvement Area #2 of the District; Levying Special Assessments Against Property Within Improvement Area #2 of the District and Establishing a Lien on Such Property; Providing for the Method of Assessment and the Payment of the Assessments in Accordance With Chapter 372, Texas Local Government Code, as Amended; Providing Penalties and Interest on Delinquent Assessments; Providing For Severability; and Providing an Effective Date. ~ *Mark McLiney, SAMCO Capital, City's Financial Advisor*
20. Consideration and Approval of an Ordinance Approving and Authorizing the Issuance and Sale of the City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (Southwest Kyle Public Improvement District No. 1 Improvement Area #2 Projects) and Approving and Authorizing Related Agreements. ~ *Mark McLiney, SAMCO Capital, City's Financial Advisor*

X. Executive Session

21. 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, settlement agreement, or to seek the advice of the City Attorney and Attorneys concerning legal issues pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct.
 - Discussion regarding water infrastructure and related agreements in pressure plane three.
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Acquisition of property for transportation improvements and related infrastructure
 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 Heatstroke

- Project Uplift
- Project Hot Pursuit
- Project Underground
- Project The Stars are Bright
- Project Chia Pet

22. Take action on items discussed in Executive Session.

XI. Adjourn

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

Under the Americans with Disabilities Act, an individual with a disability must have equal opportunity for effective communication and participation in public meetings. Kyle City Hall is wheelchair accessible. Individuals who require auxiliary aids, interpretive services, and/or other services for this meeting should submit a request at <https://www.cityofkyle.com/contact> or call (512)262-1010, 48 hours in advance of the meeting.



CITY OF KYLE, TEXAS

2023 1002 Special Minutes

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - October 2, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

📎 2023 1002 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on October 2, 2023 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Michael Tobias
Council Member Bear Heiser
Council Member Yvonne Flores-Cale
Council Member Miguel Zuniga
Council Member Ashlee Bradshaw*
Council Member Daniela Parsley
Bryan Langley, City Manager
Jerry Hendrix, Assistant City Manager
Amber Schmeits, Assistant City Manager
Veronica Rivera, Assistant City Attorney
Rachel Sonnier, Communications Director
Emily Hughes, Assistant City Secretary
Leon Barba, City Engineer
Victoria Vargas, Economic Dev. Director
Marco Forti, IT Director
Will Atkinson, Planning Director
Kaela Sharp, City Planner
Jeff Barnett, Chief of Police
Tim Griffith, Police Commander
James Plant, Police Officer
Dan Pruett, Police Officer
Tim Samford, Wastewater Treatment Division Manager

I. Call Meeting to Order

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

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

II. Citizen Comment Period with City Council

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

III. Executive Session

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

*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.

1. Pending or contemplated litigation, settlement agreement, or to seek the advice of the City Attorney and Attorneys concerning legal issues pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct.
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Purchase of property for City Facilities and Public Purposes
 - Acquisition of property for transportation improvements and related infrastructure
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 Heatstroke
 - Project Uplift
 - Project Hot Pursuit
 - Project Underground
 - Project The Stars are Bright

Mayor Mitchell read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose - Purchase of property for City Facilities and Public Purposes; Acquisition of property for transportation improvements and related infrastructure; Personnel matters pursuant to Section 551.074; 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 Heatstroke; Uplift; Hot Pursuit; Underground; The Stars are Bright.”

The City Council convened into executive session at 6:02 p.m.

2. Take action on items discussed in Executive Session.

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

IV. Adjourn

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

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

Travis Mitchell, Mayor

Attest:

Jennifer Kirkland, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2023 1002 Regular Minutes

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting Minutes - October 2, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

📎 2023 1002 DRAFT

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on October 2, 2023 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Evangelina Chapa
Mayor Pro Tem Michael Tobias	Robert Ferguson
Council Member Bear Heiser	Ashley Kontnier
Council Member Yvonne Flores-Cale	Sandy Gonzalez
Council Member Miguel Zuniga	Stephanie Liebe
Council Member Ashlee Bradshaw*	Tim Miller
Council Member Daniela Parsley	
Bryan Langley, City Manager	
Jerry Hendrix, Assistant City Manager	
Amber Schmeits, Assistant City Manager	
Veronica Rivera, Assistant City Attorney	
Rachel Sonnier, Communications Director	
Grant Bowling, Video Production Specialist	
Emily Hughes, Assistant City Secretary	
Leon Barba, City Engineer	
Victoria Vargas, Economic Development Director	
Perwez Moheet, Finance Director	
Marco Forti, IT Director	
Will Atkinson, Planning Director	
Kaela Sharp, City Planner	
Jeff Barnett, Chief of Police	
Tim Griffith, Police Commander	
James Plant, Police Officer	
Dan Pruett, Police Officer	
Tim Samford, Wastewater Treatment Division Mgr.	

I. Call Meeting to Order

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

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

II. Approval of Minutes

1. City Council Special Meeting Minutes - September 19, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*
2. City Council Regular Meeting Minutes - September 19, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*

*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.

Mayor Pro Tem Tobias moved to approve the minutes of the September 19, 2023 Special Council Meeting and the minutes of the September 19, 2023 Council Meeting. Council Member Parsley seconded the motion. Motion carried 7-0.

III. Citizen Comment Period with City Council

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

Evangelina Chapa was called to speak as registered. She spoke about Item No. 30 from the September 19, 2023 meeting. She stated there were a lot of questions marks left unclear at the end of the meeting, and that even the P&Z Commissioners were confused at their meeting. She also stated that during the State of the City address, the mayor praised this development project (the Caraway project). She wondered if there is a third version to explain to the residents for them to understand what is happening.

Robert Ferguson was called to speak as registered. He stated it was recently brought to his attention that the city is seeking advice on what to do with the community center in the future, but the methodology used is only by the internet or polling. He stated there is a considerable number in our community that do not have internet capability. He also stated the previous mayor told him that the city sent a copy of the entire charter to every member of the community. He asked that for the members of the community that are not internet savvy, he would suggest Council consider directing the Communication Department to do something similar.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:09 p.m.

IV. Agenda Order

3. Agenda Order per Rules of Council Sec. B1. ~ *Travis Mitchell, Mayor*

No action was taken.

V. Reports and Presentations

4. National Night Out Proclamation. ~ *Bear Heiser, Council Member*

Council Member Heiser read aloud the Proclamation acknowledging National Night Out. Chief Barnett provided more information about National Night Out. No action was taken.

5. Hays Free Press Anniversary Proclamation. ~ *Yvonne Flores-Cale, Council Member*

Council Member Flores-Cale read aloud the Proclamation acknowledging Hays Free Press Anniversary. Ashley Kontnier from the Hays Free Press spoke. No action was taken.

6. Domestic Violence Awareness Month Proclamation. ~ *Bear Heiser and Daniela Parsley Council Members*

Council Member Parsley read aloud the Proclamation acknowledging Domestic Violence Awareness Month. Sandy Gonzales from the Hays-Caldwell Women's Center spoke. No action was taken.

7. Presentation of Graduates of the 2023 Team Kyle Academy. ~ *Jerry Hendrix, Assistant City Manager*

Mr. Hendrix presented the item. Ms. Sonnier read aloud the names of the graduates.

The graduates were: Michelle Martinez, Lisa M. Ayala, Rochelle Alonzo, Michael Walsh, Grace Bohannon Castaneda, Gracie Rocha, Angela Harelick, Rebecca Chapa, Evangelina Chape, Mayra Zamora, Jennifer Koenig, Lize Challis, Vanessa Westbrook, Dustin Brunson, Mary Grace Reyes.

No action was taken.

After the presentation of the graduates, Mayor Mitchell called a recess at 7:33 p.m. He called the meeting back to order at 7:40 p.m.

VI. Consent Agenda

Council Member Flores-Cale pulled Agenda Item No. 13. Mayor Mitchell brought forward Item Nos. 8, 9, 10, 11, and 12 for consideration.

8. Consideration and Approval of a Resolution of the City of Kyle, Texas Determining the Costs of Certain Authorized Improvements to be Financed within Improvement Area #2 of the Southwest Kyle Public Improvement District No. 1; Approving a Preliminary Amended and Restated Service and Assessment Plan Updated for Improvement Area #2, Including a Proposed Improvement Area #2 Assessment Roll; Directing the Filing of the Proposed Improvement Area #2 Assessment Roll with the City Secretary to Make Available for Public Inspection; Noticing a Public Hearing for October 17, 2023 to Consider an Ordinance Levying Assessments on Property Located within Improvement Area #2 of the Southwest Kyle Public Improvement District No. 1; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving other matters incident and related thereto. ~ *Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel*
9. Consideration and Approval of a Resolution of the City of Kyle, Texas Preliminary Limited Offering Memorandum for Southwest Kyle PID No. 1 Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2023 (Southwest Kyle Public Improvement District No. 1 Improvement Area #2 Projects); and Resolving other matters incident and related thereto. ~ *Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel*
10. Approve a Resolution for Task Order No. 18 to LJA ENGINEERING, INC., Austin, Texas, in the amount not exceed \$122,428.00 for the Schlemmer St./Porter St Wastewater Phase 3 Project. ~ *Leon Barba, P.E., City Engineer*
11. A Resolution of the City of Kyle, Texas, Releasing Approximately 89.3 acres of Land from the City of Kyle's Extraterritorial Jurisdiction Pursuant to Subchapter D, Chapter 42, Texas Local Government Code. ~ *Paige Saenz, City Attorney*

12. Approve Plum Creek Phase 2, Section 4A - Final Plat (SUB-22-0275) 31 acres; 140 single family residential lots and 9 drainage easement/open space lots for property located at intersection of Rickardson and Salta. ~ *Will Atkinson, Director of Planning*

Planning and Zoning Commission voted 7-0 to approve the final plat.

Council Member Flores-Cale moved to approve Consent Agenda Item Nos. 8, 9, 10, 11, and 12. Mayor Pro Tem Tobias seconded the motion. Motion carried 7-0.

VII. Items Pulled from Consent Agenda

13. Approve a Resolution for an Interlocal Agreement by and between the City of San Marcos and the City of Kyle for a Water Sharing Arrangement. ~ *Tim Samford, WWTP Division Manager*

Council Member Flores-Cale moved to approve Item No. 13. Council Member Zuniga seconded the motion. Motion carried 7-0.

VIII. Consider and Possible Action

14. Approve a Resolution authorizing award and execution of a construction agreement with ATLAS CONSTRUCTION CORPORATION, Granite Shoals, Texas, the best value, and lowest bidder, in an amount not to exceed \$1,605,925.31, which includes a five (5) percent contingency to perform all work required for the construction of the FM 110 16" Waterline Project. ~ *Leon Barba, P.E., City Engineer*

Council Member Flores-Cale moved to approve Agenda Item No. 14. Council Member Parsley seconded the motion. Motion carried 6-0. Due to technical difficulties, Council Member Bradshaw was off-camera, and pursuant to Section 551.127 (a-3), Texas Government Code, was considered absent.

15. (*Second Reading*) An Ordinance of the City of Kyle, Texas, in accordance with Chapter 47, Article III authorizing and directing the installation and erection of NO PARKING signs to prohibit parking on Arbor Knot Drive in the city limits of Kyle; fixing a penalty therefore; providing for severability; providing for repeal of conflicting ordinances; and ordaining other provisions related to the subject matter thereof. ~ *Leon Barba, P.E., City Engineer*

City Council voted 7-0 to approve on First Reading on 9/19/2023 with direction to staff for possible amendments.

Council Member Flores-Cale moved to approve Agenda Item No. 15. Council Member Zuniga seconded the motion. Motion carried 6-1 with Council Member Parsley dissenting.

16. [Postponed 9/5/2023] (*First Reading*) An ordinance of the City of Kyle, Texas annexing approximately 37.99 acres of land located at 301 Bebee Road in Hays County, Texas including the abutting streets, roadways, and rights-of-way into the corporate limits of the City (Caraway Cattle Company Family Partnership LLLP - ANNX-22-0019). ~ *Will Atkinson, Director of Planning*

- Public Hearing

Public Hearing was left open on 9/5/2023.

Mayor Mitchell opened the public hearing at 7:55 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open.

Mayor Mitchell moved to postpone Item No. 16 until the next regularly scheduled council meeting. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

17. [Postponed 9/5/2023](*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 101 acres to Planned Unit Development (PUD, to include approximately 72 acres of Retail Services Zoning ‘RS’ and approximately 29 acres Multifamily Apartments 3 ‘R-3-3’ for property located at 301 Bebee Road in Hays County, Texas (Caraway Cattle Company Family Partnership LLLP - Z-22-0110). ~ Will Atkinson, Director of Planning

Planning and Zoning Commission voted to postpone until the 9/26/23 P&Z meeting.

- Public Hearing

Public Hearing was left open on 9/5/2023.

Mayor Mitchell opened the public hearing at 7:56 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open.

Mayor Mitchell moved to postpone Item No. 17 until the next regularly scheduled council meeting. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

18. Consider and Possible Action to direct City Manager and staff to work on a sidewalk priority plan, metrics, and ranking system based on pedestrian mobility throughout the city. ~ Miguel A. Zuniga PhD, Council Member

Council Member Zuniga moved to direct the city manager and staff to go back, revisit what we had, so that we can look at sidewalk priority, metrics, ranking systems, conduct sidewalk audits for repairs, so we can get feedback on how to build better connectivity and walkability throughout the city. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

19. Consider and Possible Action to direct city manager and staff to implement a speed study on Opal Road to address traffic concerns. ~ Miguel A. Zuniga PhD and Yvonne Flores-Cale, Council Members

Mr. Tim Miller was called to speak regarding traffic, including the operation of heavy-duty semi-trucks that come through on Opal. He stated he has asked for speed bumps for the last two years to slow the trucks down. Council Member Heiser provided more information about traffic stops on Opal Lane.

Council Member Heiser moved to direct staff to work with Chief Barnett and the police department to conduct a two-week traffic study to gage speed and direction. Council Member Zuniga seconded the motion.

Chief Barnett provided additional information on the item.

Council Member Parsley moved to call the question. Council Member Flores-Cale seconded the motion.

Mayor Mitchell requested a roll call vote on motion to call the question. Council Member Heiser voted aye; Mayor Pro Tem Tobias voted aye; Council Member Parsley voted aye; Council Member Flores-Cale voted aye; Mayor Mitchell voted aye; Council Member Bradshaw voted aye; Council Member Zuniga voted aye. Motion carried 7-0.

Mayor Mitchell called for the vote on the motion. Motion carried 7-0.

IX. Executive Session

20. 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, settlement agreement, or to seek the advice of the City Attorney and Attorneys concerning legal issues pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct.
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Purchase of property for City Facilities and Public Purposes
 - Acquisition of property for transportation improvements and related infrastructure
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 Heatstroke
 - Project Uplift
 - Project Hot Pursuit
 - Project Underground
 - Project The Stars are Bright

There was no executive session.

21. Take action on items discussed in Executive Session.

X. Adjourn

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

With no further business to discuss, the City Council adjourned at 8:37 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Kirkland, City Secretary



CITY OF KYLE, TEXAS

Agenda Order

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Agenda Order per Rules of Council Sec. B1. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

KAYAC Appointments

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution appointing fourteen individuals to fill vacancies on the Kyle Area Youth Advisory Committee. ~ *Mariana Espinoza, Director of Parks & Recreation*
Benjamin Gresham
Gabriel Belmonte
Sophia Ramirez
Donovan Santine
Charlotte Garza
Alicia Bush
Gavin Rasendez Lopez
Alexia Smith
Mirabella Dietz
Isabella Green
Joshua Powers
Mason Coleman
Terrance Grant JR
Jackson Juel

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Bylaws
- ☐ Memo
- ☐ Applications
- ☐ Presentation

RESOLUTION NO. _____

**A RESOLUTION APPOINTING KYLE AREA YOUTH ADVISORY
COUNCIL MEMBERS**

WHEREAS, KAYAC stands for the Kyle Area Youth Advisory Council; and

WHEREAS, KAYAC is a committee comprised of up to sixteen Kyle area youth ages 14-18, enrolled in ninth-twelfth grades, that either reside in the Kyle City Limits or currently attend a high school in the HAYS Consolidated Independent School District, or live in the city limits that are homeschooled; and

WHEREAS, KAYAC provides youth opportunities to learn about municipal government; and

WHEREAS, KAYAC gives students the opportunity to hear city business items and then advise the Kyle City Council from their unique perspective; and

WHEREAS, KAYAC shall be advisory in nature and KAYAC members serve the purpose of assisting and advising the Kyle City Council on youth issues, conducting surveys and determining the concerns and interests of Kyle youth, encouraging the initiation of programs and general interests of youth, encouraging leadership and responsibility through volunteerism and community involvement, and enlisting the cooperation of all segments of the community involvement among youth of all cultures and backgrounds ; and

WHEREAS, KAYAC meets the third Wednesday of the month, or as needed, at 6:30 p.m. at City Hall; and

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

Section 1. Appointment. The City of Kyle hereby appoints the following individuals to the Kyle Area Youth Advisory Committee:

Benjamin Gresham	Gabriel Belmonte	Sophia Ramirez
Donovan Santine	Charlotte Garza	Alicia Bush
Gavin Rasendez Lopez	Alexia Smith	Mirabella Dietz
Isabella Green	Joshua Powers	Mason Coleman
Terrance Grant JR	Jackson Juel	

Section 2. Effective Date. This resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle. Each member may serve a maximum of four (4) years or up to their senior year of high school. Each member's term expires with a fourteen (14) day written notice, after three (3) unexcused absences within a school-year calendar, or three (3) months after graduation.

Section 3. Open Meetings. That it is hereby found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

PASSED AND ADOPTED this _____ day of _____, 2023.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary



Kyle Area Youth Advisory Council (KAYAC)



By-Laws

Approved 9/1/2015

Purpose of Creation:

This Youth Council Committee has been created as a sixteen (16) member committee that consists of youth ages fourteen (14) to eighteen (18), enrolled in ninth (9th) through twelfth (12th) grade levels, and either reside in the city limits of Kyle or currently attend a school in the Hays CISD School District. This Youth Council Committee shall be known as the Kyle Area Youth Advisory Council (KAYAC).

KAYAC shall be advisory in nature and has been created for the purpose of providing a youthful point of view for the Kyle City Council on community affairs and issues. This commission shall provide the opportunity for youth in the City of Kyle a formal role in the City's decision making process by hearing items and advising City Council on the youth perspective.

Powers and Duties:

The KAYAC shall be instilled with the following powers and duties:

1. Assist and advise the City Council on youth issues.
2. Conduct surveys and determine the concerns and interests of the Kyle youth.
3. Encourage the initiation of programs and general interests of the youth.
4. Encourage youth leadership and responsibility through volunteerism and community involvement.
5. Enlist the cooperation of all segments of the community involvement among youth of all cultures and backgrounds.

KAYAC shall have no executive or administrative powers or authorities except herein provided.

Appointment and Terms:

All KAYAC members will be selected via an open-application process and may serve in an unofficial capacity until they are ratified by City Council. Applications may be submitted online through the City of Kyle website. Selection criteria will be based upon their abilities in leadership and community involvement. Prospective applicants will be interviewed by a panel. This panel may consist of current KAYAC members, City Council members, and City staff. The interview process should be completed no later than thirty (30) days after the position becomes vacant. The KAYAC membership should at minimum include one representative of each high school grade level. The nominee(s) must be ratified by the Kyle City Council.

Each member may serve a maximum of four (4) years or up to their senior year of high school. Each member's term expires with a fourteen (14) day written notice, after three (3) unexcused absences within a school-year calendar, or three (3) months after graduation.



Kyle Area Youth Advisory Council (KAYAC)

By-Laws

Approved 9/1/2015



Board Positions:

Board Positions will be voted on and appointed by KAYAC by the last meeting in October each year. This includes but is not limited to: Chair, Vice-Chair, Secretary, Treasurer, City Council Liaison, and various committee liaison positions. The term of office for Board Positions will be one-year, or until his/her successor is duly appointed and qualified.

Staff Liaison:

The City of Kyle Parks and Recreation Department will assign a City Staff Liaison to serve as Staff Liaison to the KAYAC.

Meetings:

KAYAC shall hold meetings at least monthly from September until May of each year at times and places it may designate. All KAYAC members are expected to attend each meeting, special called meeting, workshop, and community projects. The presence of a majority of KAYAC currently in office shall be necessary and sufficient to constitute a quorum. Special meetings shall be called by the Chairperson or the Staff Liaison. Meeting agendas shall be posted on the City website at least seventy two (72) hours in advance or no less than twelve (12) hours for special called meetings. (Sec. 3.06 and Sec. 3.07 of City Charter)

Removal:

Members of the KAYAC may be removed from office for cause by a majority of the City Council. Ground of removal include failure to satisfy the qualifications set forth in the powers and duties, substantial neglect of duty, gross misconduct in office, unexcused absences, or violations of any provision of the City's Code of Ethics. (Sec. 3.05 and Sec. 3.06 of City Charter)



City Council Regular Meeting

DEPARTMENT: Parks and Recreation Department

FROM: Mariana Espinoza, Parks and Recreation Director

MEETING: October 6, 2023

SUBJECT:

Kyle Area Youth Advisory Council Appointments

SUMMARY:

The Kyle Area Youth Advisory Council (KAYAC) is comprised of up to 16 high school students ages 14-18 who are interested in learning about municipal government and serving the community. KAYAC has been on break due to COVID, post COVID and staff changes. The Parks and Recreation Department is now overseeing KAYAC. The Staff Liaison to KAYAC is Recreation Manager, Aimee Garcia.

KAYAC meets the third Wednesday of the month, or as needed, at 6:30 p.m. at City Hall.

Applications were posted online. Social Media posts were made on the City website for recruitment. Staff attended an information session at Lehman High School. An optional information session was open to the public and hosted at City Hall. All applicants completed an interview with a panel consisting of staff and Council representation including Recreation Manager, Aimee Garcia, Recreation Programmers, Brooke Collins and Sheba Aligaweesa and City Council Member Bear Heiser.

Staff recommend approval of appointment of the following applicants:

Benjamin Gresham
Donovan Santine
Gavin Rasendez Lopez
Isabella Green
Terrance Grant JR

Gabriel Belmonte
Charlotte Garza
Alexia Smith
Joshua Powers
Jackson Juel

Sophia Ramirez
Alicia Bush
Mirabella Dietz
Mason Coleman

OPTIONS:

1. Approve the applicants.
2. Deny one or more of the applicants.

RECOMMENDATION:

Staff recommend approval of the fourteen applicants.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:



Department Memo

N/A

STAFF CONTACT:

Name: Mariana Espinoza
Title: Parks and Recreation Director
mespinoza@cityofkyle.com
512-262-3939

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Wed 04/26/2023 8:40 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Wednesday, April 26, 2023 - 8:39pm

Submitted by anonymous user: [66.69.204.147](#)

Submitted values are:

First and Last Name **Alicia Bush**

Email

Date 04/26/2023

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 3 years

Name of subdivision you reside in?

What school grade are you in? 10

Education, Volunteer, and Work Background

10th grade student, I've volunteered at a catering service about 3 times within the past year, I have not had any official jobs; however, I've done/work many school events.

Previous or Current Community/ Committee Involvement

Lighthouse, Student council, volleyball, leaf club, student representative, NHS, Debate.

Do you have experience in public speaking? (If yes, please explain)

Debate- I've competed in 7 tournaments doing events such as: congress, LD, and World Schools.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

Because it will grant me benefits that I can't get anywhere else and help me gain experience in a variety of areas. This would also help me understand how the city is ran and increase my knowledge of a government setting.

What contributions do you feel you could make to the KAYAC?

I'm well-rounded and communicative, meaning I could find identify the problem and solution for the city.

How did you hear about KAYAC? School SMORE Newsletter

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/184166>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Sat 04/08/2023 2:00 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Saturday, April 8, 2023 - 2:00pm

Submitted by anonymous user: [166.198.250.95](#)

Submitted values are:

First and Last Name **Charlotte Garza**

Email

Date 08/04/2023

Phone Number '

Are you a resident of the City of Kyle? Yes

If No, where do you attend school? Hays High School

How long have you resided in Kyle or Hays County? I lived in Kyle for 13 years and have been living in Hays County for 15 years.

Name of subdivision you reside in? '

What school grade are you in? 9th grade.

Education, Volunteer, and Work Background

I'm a Freshman at Hays High School. Im a member of their Student Council. I have been in Girl Scouts for 10 years. With Girl Scouts I have done many food drives, clothes drives, park clean ups and more. I have volunteered at food banks. I also have volunteered for my church's festivals.

Previous or Current Community/ Committee Involvement Im a Girl Scout and a member of the Hays High School Student Council.

Do you have experience in public speaking? (If yes, please explain)

Yes I have experience in public speaking. From fourth-eighth grade I did a weekly presentation on various topics. I have done a mock trial. I am also a member of the Hays High School Debate Team.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I am interested in joining KAYAC because I want to make a difference in the community. I love volunteering and doing work in the community. After coming home from a park clean up or delivering food to the food bank, I always feel joy because I know what did made someone's or something's day. Although I can help the community on my own, I know that joining KAYAC will give me more opportunities to do this. When I leave for college want to know that I made an imprint on our community.

What contributions do you feel you could make to the KAYAC?

I could make some great contributions to KAYAC. I'm always ready to help and get things done. I'm good at organizing events. I'm a good public speaker. Im not afraid to speak up on the things that I believe in and I feel that I could make a lasting effect on the community.

How did you hear about KAYAC? I heard about KAYAC from my siblings who were previous members.

Additional Comments

The results of this submission may be viewed at:

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Thu 04/06/2023 11:48 AM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Thursday, April 6, 2023 - 11:48am

Submitted by anonymous user: [71.41.149.54](#)

Submitted values are:

First and Last Name **Donovan Santine**

Email

Date April 6th, 2023

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? I have lived in Kyle for about 6 years, coming from Austin.

Name of subdivision you reside in?

What school grade are you in? I am in 11th grade right now.

Education, Volunteer, and Work Background

I am currently a junior at Jack C. Hays High school, where I am first in my class. I care a lot about my community, which is why I volunteer with the Hays County Food Bank, where I plan on getting my PVSA this summer. While I do not have any paid work experience, I am currently looking in the job market for a place to work during the summer.

Previous or Current Community/ Committee Involvement

I have helped in the construction of paved pathways for the Fellowship Church at Plum Creek. Other than that, I have no previous large-scale committee involvement. The majority of my involvement is within the clubs and communities of Jack C. Hays highschool, but I wish to widen my reach and involvement.

Do you have experience in public speaking? (If yes, please explain)

I am a Prepared Speaking Captain for my highschool's speech and debate program, primarily competing in informative speaking. I have semi-finaled at the state level, making me the 13th best informative speaker in the state of Texas. I have competed on the national level, and plan to compete at the NSDA national qualifier at the end of this month. Outside of speech and debate, I have given speeches at weddings, the biggest one being in front of an audience of 80-90 people.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I am interested in joining KAYAC because I am curious about the developments within the City of Kyle. Whether it is city events, plans for construction, or funding, I want to be informed, as well as provide my unique input. My perspective will come as being a Hays High school junior residing from Plum Creek, and seeing what I can do to help the city as a whole.

What contributions do you feel you could make to the KAYAC?

I can contribute to problem solving and weighing all sides of proposals and incoming developments, comparable to the Socratic method. Additionally, I can deliver speeches as a representative of KAYAC whenever necessary, such as at public events.

How did you hear about KAYAC? I know many of the past KAYAC members personally, such as Krystal Cortez, Victor Falcon, and Melina Garza.

Additional Comments

I look forward to hearing back from you guys, and I hope to be apart of KAYAC in the future!

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/184004>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Wed 03/08/2023 1:57 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Wednesday, March 8, 2023 - 1:57pm

Submitted by anonymous user: [104.202.249.74](#)

Submitted values are:

First and Last Name **Sophia Ramirez**

Email

Date 03/08/2023

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 15 years

Name of subdivision you reside in?

What school grade are you in? 9th

Education, Volunteer, and Work Background

9th grade High School -Valor Education

Cadet Sr Airman -Civil Air Patrol

Leadership, emergency Search and Rescue training

Public Affairs Communications Civil Air Patrol,- Pegasus Squadron.

Previous or Current Community/ Committee Involvement Civil Air Patrol

Do you have experience in public speaking? (If yes, please explain)

Civil Air Patrol- Public Affairs Team

Different symposiums and panels.

Theater classes and play productions.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

To serve with excellence my community.

To engage and acquired municipal government knowledge.

I would be honored to be part of an amazing organization that main purpose is thru volunteer work and community affairs.

Improve help the place where I reside and make it even better than already is.

What contributions do you feel you could make to the KAYAC?

I bring a great attitude and willingness to learn and make a difference in my community.

Commitment and work ethic.

How did you hear about KAYAC? Family member

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/183811>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Fri 03/10/2023 12:36 AM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Friday, March 10, 2023 - 12:36am

Submitted by anonymous user: [70.112.109.233](#)

Submitted values are:

First and Last Name Gabriel Belmonte

Email

Date 3/10/23

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school? Resident

How long have you resided in Kyle or Hays County? 16 years.

Name of subdivision you reside in?

What school grade are you in? Junior (11th)

Education, Volunteer, and Work Background

I volunteered at a local STEM fair, have been selected to be an intern (unpaid) for a homeschool Chemistry class and have volunteered at the Kyle Library.

Previous or Current Community/ Committee Involvement

I've volunteered at the Kyle library during the summer for their reading program.

Do you have experience in public speaking? (If yes, please explain)

I do, I'm enrolled in a competitive speech class which has really enhanced my comfort level and confidence with public speaking. I've also done multiple speeches regarding weather awareness and preparedness in the case of severe weather.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I've lived in Kyle my whole life, it may be only sixteen years but our little city has grown so fast in such a short period of time. If selected, I would like the opportunity to provide my input to potentially help our growing community.

What contributions do you feel you could make to the KAYAC?

I can provide a unique perspective based on my knowledge of science, politics, environmental needs and education. I welcome healthy discussions on issues that can impact our community and enjoy being solution- oriented. Because of me being homeschooled, I'm connected to dozens of other homeschoolers through groups which allows me to hear and know what our city can improve on to provide additional opportunities.

How did you hear about KAYAC? Facebook

Additional Comments

This would be a great opportunity to meet other students that are just as passionate as I am about our city. As a teenager, we're not given many opportunities to share our thoughts, ideas, or input to help our city. I really appreciate that the City of Kyle has this program to give our youth a voice to help our community succeed and improve in these ever changing times.

Thank you for your consideration.

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/183821>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Sat 03/04/2023 6:35 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Saturday, March 4, 2023 - 6:35pm

Submitted by anonymous user: [70.112.100.58](#)

Submitted values are:

Date 03-04-2023

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 15 years

Name of subdivision you reside in? " " "

What school grade are you in? 9

Education, Volunteer, and Work Background

My name is Joshua Power and I currently attend Lehman high school as a freshman. I previously attended Chapa middle school. I am currently a member of the Lehman wind ensemble band and a part of the Lobo theatre department. At Chapa, I was an officer of the National Junior Honor Society, and my grades are currently on track to be inducted into the National Honor Society next year when I will be eligible. I have lots of volunteer experience through NJHS including directing people at five k's and fun runs, and monitoring my peers at UIL and other competitions. I have no work experience, but I am a very responsible person and often someone my peers look up to and trust.

Previous or Current Community/ Committee Involvement

I am a former 4-H officer, was a part of the very tight knit community. I frequently volunteered at the organization's large concession stand at various events and often went to support friends at competitions and contests.

Also, through NJHS I was a member of many committees, planning dances and holding fundraisers.

Do you have experience in public speaking? (If yes, please explain)

I have public speaking experience. Being officers in both NJHS and 4-H I spoke at meetings, announcing important information to members. Also, I have emceed multiple assemblies, such as the 2021 Chapa Veterans Day assembly and Chapa House Meetings.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I have always had an interest in government. As a child I went to a camp focusing on law and law enforcement. When I heard of KAYAC I thought it would be a great organization for me, as I love to get involved as much as possible. I think this would be a great learning experience and a chance to impact this town.

What contributions do you feel you could make to the KAYAC?

I am a very hard worker, willing to do whatever to help the organization. I work well in a team, which would be great for this 16 person council. I also have a strong connection to the Kyle community because I have lived here my whole life. My deep roots here will be a valuable asset and perspective to the council.

How did you hear about KAYAC? My sisters, Emma and Abby power are former treasurer and chair of KAYAC.

Additional Comments Once again my name is Joshua Power.

Email

Phone Number

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/183792>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Wed 02/22/2023 12:54 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Wednesday, February 22, 2023 - 12:53pm

Submitted by anonymous user: [67.78.117.62](#)

Submitted values are:

Date 2/22/23

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 13 years

Name of subdivision you reside in?

What school grade are you in? 9th

Education, Volunteer, and Work Background Leahman highschool dalshtrom middle school volunteer work for the flc class

Previous or Current Community/ Committee Involvement I clean trash for fun

Do you have experience in public speaking? (If yes, please explain) School politics speech's

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC? I want to make Kyle better

What contributions do you feel you could make to the KAYAC? A clean environment policy

How did you hear about KAYAC? City concuel

Additional Comments I have bad hand writing

Email [benjamingresham](#)

Phone Number 5

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/183737>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Tue 07/18/2023 9:54 AM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Tuesday, July 18, 2023 - 9:54am

Submitted by anonymous user: [107.115.147.10](#)

Submitted values are:

First and Last Name **Terrance Grant Jr**

Email

Date 7/18/2023

Phone Number

Are you a resident of the City of Kyle? No

If No, where do you attend school? Johnson High School

How long have you resided in Kyle or Hays County? 3 years

Name of subdivision you reside in?

What school grade are you in? 9th

Education, Volunteer, and Work Background

I attend St Anthony Catholic Church and volunteer there. I also volunteer for other youth ministries.

Previous or Current Community/ Committee Involvement I volunteer with KASZ for MLK and Juneteenth

Do you have experience in public speaking? (If yes, please explain) Yes

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC? I would love the opportunity to serve my community.

What contributions do you feel you could make to the KAYAC? I am motivated and desire to serve my community.

How did you hear about KAYAC?

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/184718>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Sat 07/15/2023 12:00 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Saturday, July 15, 2023 - 12:00pm

Submitted by anonymous user: [70.112.107.249](#)

Submitted values are:

First and Last Name Jackson Juel

Email

Date 07/15/2023

Phone Number 278 777 7777

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? My entire life (16 years)

Name of subdivision you reside in?

What school grade are you in? Junior (incoming)

Education, Volunteer, and Work Background

I have volunteered a fair amount before, however I have not been volunteering nearly enough since the start of the high school. I am very involved in my education. I have taken the maximum number of AP classes my freshman and sophomore year and will be taking 5 my junior year.

Previous or Current Community/ Committee Involvement

I am currently a member of NHS and am attempting with the rest of the Hays Speech and Debate program to establish a middle school speech and debate program.

Do you have experience in public speaking? (If yes, please explain)

I am in the Hays Speech And Debate program and have placed fifth at a nation qualifier tournament and attended a national tournament in Chicago both in speaking events.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I am interested in joining KAYAC because in my experience, the youth portion of our community feels underrepresented in the decision making process of our community.

What contributions do you feel you could make to the KAYAC?

I feel that I can work to create a relationship between the local government and the youth of our community as well as provide a voice for the youth so that the local government can take that into consideration when making decisions.

How did you hear about KAYAC? I heard about KAYAC through my father.

Additional Comments

I am extremely excited that I and several others being given a chance to impact my community through this program and am grateful that it was established even if I do not become a member.

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/184705>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Tue 07/18/2023 10:30 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Tuesday, July 18, 2023 - 10:30pm

Submitted by anonymous user: [24.27.3.249](#)

Submitted values are:

First and Last Name **Mason Coleman**

Email

Date 07.18.2023

Phone Number

Are you a resident of the City of Kyle? No

If No, where do you attend school? Jack C Hays High School

How long have you resided in Kyle or Hays County? 14 years

Name of subdivision you reside in?

What school grade are you in? 12th grade

Education, Volunteer, and Work Background

12th grade at Hays High School, top 6% of class of 2024, member of National Junior Honor Society, member of baseball team, member of Debate team, volunteer with youth baseball team, volunteer at debate tournaments, currently employed at Chilis in Buda as a host, busser and food runner.

Previous or Current Community/ Committee Involvement Attend Youth Group at Connection Church

Do you have experience in public speaking? (If yes, please explain) Yes, I am on the debate team at Hays High School and enjoy public speaking.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I love my community, it is where my parents raised me and I take pride in where I live. I believe my voice could be heard on behalf of the students and youth of Hays County. I think this would be a great opportunity.

What contributions do you feel you could make to the KAYAC?

I have a strong passion for law and business. I believe that my youthful perspective would be an asset to the City of Kyle. I participate in numerous debates over business items with the debate team and I would enjoy the opportunity to discuss those topics as the youth of Hays County.

How did you hear about KAYAC? Facebook

Additional Comments

I hope you consider me as a candidate and if you have any questions, please let me know.

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/184723>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Tue 09/26/2023 4:17 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Tuesday, September 26, 2023 - 4:17pm

Submitted by anonymous user: [71.41.149.55](#)

Submitted values are:

First and Last Name **Gavin Resendez Lopez**

Email

Date 9/26/23

Phone Number -

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 10 years

Name of subdivision you reside in?

What school grade are you in? 11

Education, Volunteer, and Work Background

High school, volunteered at YMCA as youth basketball coach, volunteered at backpack drive for local business, currently work at Hays Free Press in Kyle, work for Hays High School operating the Jumbotron for football games, have done it for two years.

Previous or Current Community/ Committee Involvement National Honor Society

Do you have experience in public speaking? (If yes, please explain) No experience in public speaking

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I am interested in joining KAYAC because of the opportunities to volunteer and also be able to pitch in ideas for things locally.

What contributions do you feel you could make to the KAYAC? I feel I could offer a helping hand who's willing to help others no matter what.

How did you hear about KAYAC? My teacher recommended

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/185348>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Tue 09/26/2023 4:16 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Tuesday, September 26, 2023 - 4:16pm

Submitted by anonymous user: [71.41.149.55](#)

Submitted values are:

First and Last Name **Alexia Smith**

Email

Date 09/26/2023

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 14 years

Name of subdivision you reside in? -

What school grade are you in? 11th

Education, Volunteer, and Work Background High school student. Currently working at torchy's tacos.

Previous or Current Community/ Committee Involvement None

Do you have experience in public speaking? (If yes, please explain) No

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC? I would love to be more involved with my community.

What contributions do you feel you could make to the KAYAC? I'm not afraid to voice my opinions, and I have good leadership skills.

How did you hear about KAYAC? Facebook

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/185347>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Tue 09/26/2023 4:14 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Tuesday, September 26, 2023 - 4:14pm

Submitted by anonymous user: [71.41.149.59](#)

Submitted values are:

First and Last Name **Mirabella Dietz**

Email

Date 9/26/23

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? 15 years

Name of subdivision you reside in?

What school grade are you in? 11th

Education, Volunteer, and Work Background

Highschool student, worked as a lifeguard, volunteer in leo club and the san marcos public library

Previous or Current Community/ Committee Involvement Leo club

Do you have experience in public speaking? (If yes, please explain) No

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I am interested because I want to be involved with community projects and volunteer to help out my city.

What contributions do you feel you could make to the KAYAC?

I feel like I could contribute my commitment and complete determination to make the community as efficient and well rounded as possible.

How did you hear about KAYAC? Mrs. Fishback

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/185346>

Form submission from: Kyle Area Youth Advisory Application

City of Kyle Texas - Official Website <kyle-tx@municodeweb.com>

Thu 09/21/2023 4:15 PM

To: Aimee Garcia <agarcia@cityofkyle.com>

Submitted on Thursday, September 21, 2023 - 4:15pm

Submitted by anonymous user: [67.78.117.60](#)

Submitted values are:

First and Last Name **Isabella Green**

Email g

Date 9/21/2023

Phone Number

Are you a resident of the City of Kyle? Yes

If No, where do you attend school?

How long have you resided in Kyle or Hays County? I have lived in Kyle for 15 years.

Name of subdivision you reside in?

What school grade are you in? 10th grade

Education, Volunteer, and Work Background

I am currently completing my second year of High School and I have college credit from attending the University of Texas at Austin for a summer. I have been employed by Austin Pool Pros holding the position of Pool Monitor at Amberwood Pool. I currently have over 40+ community service hours from this year, overall I have over 200+ community service hours from various programs including Girl Scouts, Star Strutters, and individual opportunities.

Previous or Current Community/ Committee Involvement

I am currently serving as Lehman's Sophomore class President as well as being a part of PTSA at Lehman. I am part of the Lehman High School Star Stutters Officer line and Cookie Captain for the Girl Scouts of Central Texas Service Unit. In previous years I have been part of the Student Council at Fuentes and Chapa, I am Sophomore representative for the Principals Advisory Council.

Do you have experience in public speaking? (If yes, please explain)

I have many instances of public speaking, including leading meetings, instructing lessons, speaking at a national award ceremony, acting as an MC at multiple events, and speaking for my class.

Do you have the ability to attend evening meetings (primarily Wednesday evenings) and evening/weekend events? Yes

Why are you interested in joining KAYAC?

I am interested in joining KAYAC so I can broaden my horizons, expose myself to new ideas, and learn to work with different personalities while maintaining a healthy work environment. I believe KAYAC will aid me in the future with any path of work I choose to follow, and give me experience for any application. Most of all, I want to be more involved in my community and hold a strong sense of pride in my community knowing I helped even if it was a small piece of the overall picture.

What contributions do you feel you could make to the KAYAC?

I feel I can bring a different viewpoint to any discussed issue, I have studied local history as well as having a very advanced understanding of our current environment. I will bring an intense amount of passion every day and make sure I put in 110% effort. I also have many ties to local organizations, charities, and politicians I believe could be of some assistance. Overall, I will do everything in my

power to help my community and those around me, I will act as a personal cheerleader for those around me and I will never give up when things get hard.

How did you hear about KAYAC? I was recommended by a Friend.

Additional Comments

The results of this submission may be viewed at:

<https://www.cityofkyle.com/node/478/submission/185300>

Kyle Area Youth Advisory Council

Appointments

PARD



Introduction

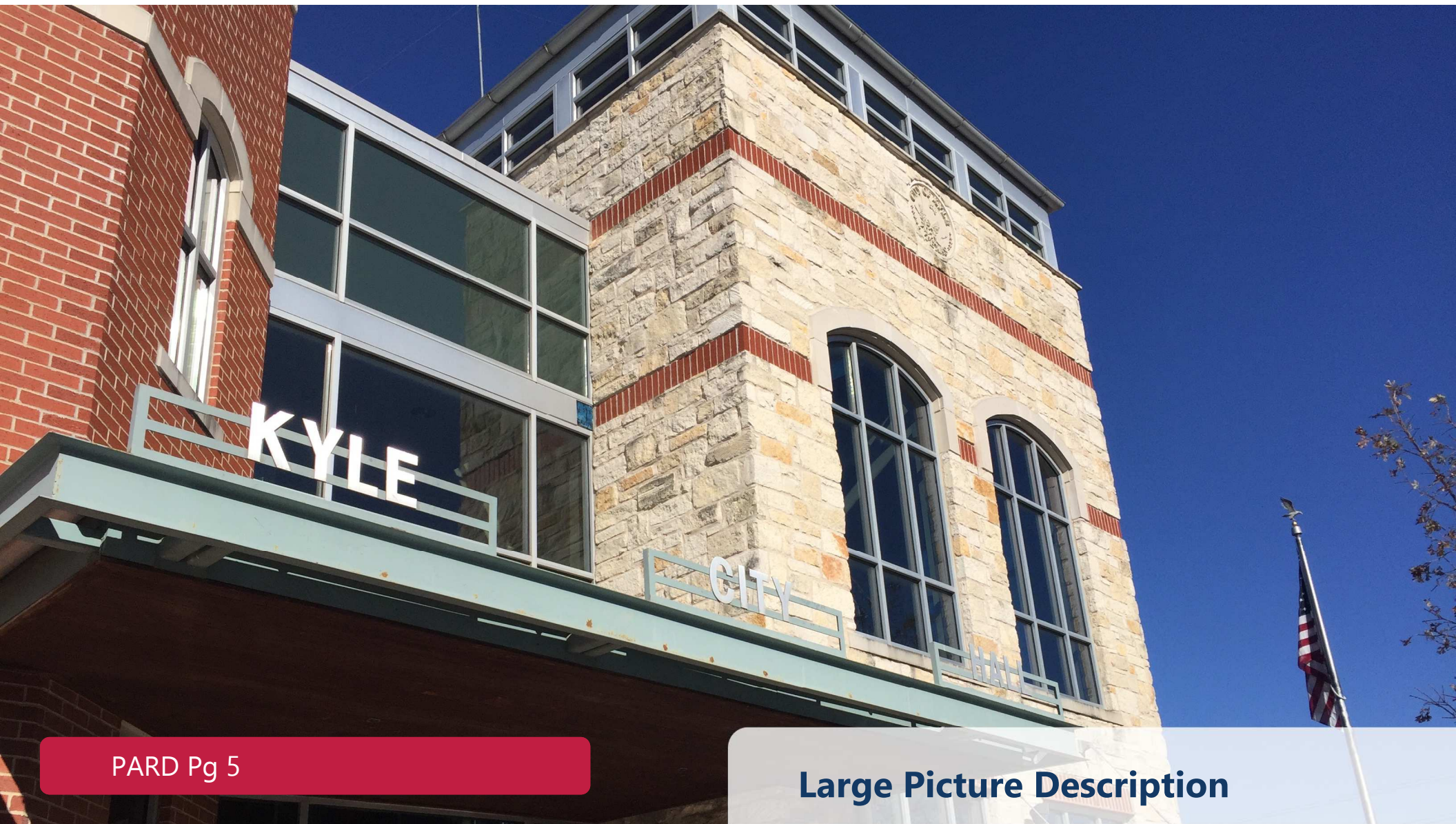
- KAYAC has been on break due to COVID, post COVID and staff changes.
- PARD is now overseeing KAYAC. The Staff Liaison is Recreation Manager, Aimee Garcia.
- KAYAC includes high school students ages 14-18 that are interested in learning about municipal government and serving the community.
- KAYAC meets monthly, the 3rd Wednesday of the month at 6:30 p.m. at City Hall.

Appointees

- Benjamin Gresham
- Donovan Santine
- Gavis Rasendez Lopez
- Isabella Green
- Terrance Grant JR
- Gabriel Belmonte
- Charlotte Garza
- Alexia Smith
- Joshua Powers
- Jackson Juel
- Sophia Ramirez
- Alicia Bush
- Mirabella Dietz
- Mason Coleman

Options

- Approve the appointment of the fourteen applicants.
- Deny the appointment of one or more of the applicants.



PARD Pg 5

Large Picture Description

Item # 4



CITY OF KYLE, TEXAS

Quilts of Valor

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Recognition of Quilt Recipients for Quilts of Valor. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Fentanyl Poisoning Awareness Proclamation

Meeting Date: 10/17/2023
Date time: 7:00 PM

Subject/Recommendation: A Proclamation recognizing Fentanyl Poisoning Awareness Month. ~ *Miguel A. Zuniga PhD, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Presentation of Kiwanis Kyle Buda TX 5th Year Anniversary Proclamation

Meeting Date: 10/17/2023
Date time: 7:00 PM

Subject/Recommendation: Presentation of Kiwanis Kyle Buda TX 5th Year Anniversary Proclamation. ~ *Michael Tobias, Mayor Pro Tem*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Immigrants Day Proclamation

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Proclamation recognizing Immigrants Day. ~ *Daniela Parsley, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Update - Upcoming Events

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Upcoming Parks & Recreation events. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

📎 Presentation

Upcoming Events

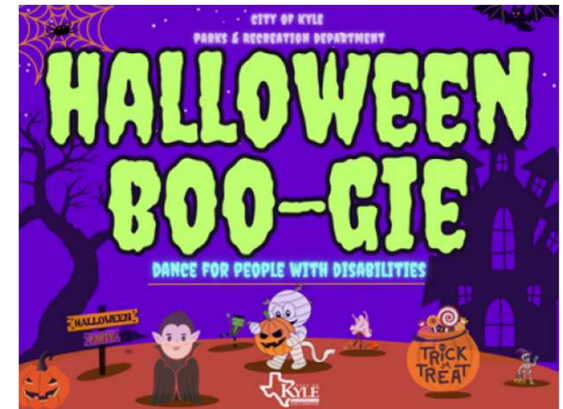
October –December 2023

PARD



October

- Halloween BOO-gie Dance for Individuals with Disabilities October 27th 5:00-8:00 p.m. at the Gemstone Palace
- Center St Trick or Treat- October 28th 12:00-3:00 p.m. at City Square Park
- ONLINE Pumpking Carving Contest, Yard Decorating Contest & Best Costume Contest



PARD Pg 2

<https://www.cityofkyle.com/recreation/october-festivities>

November

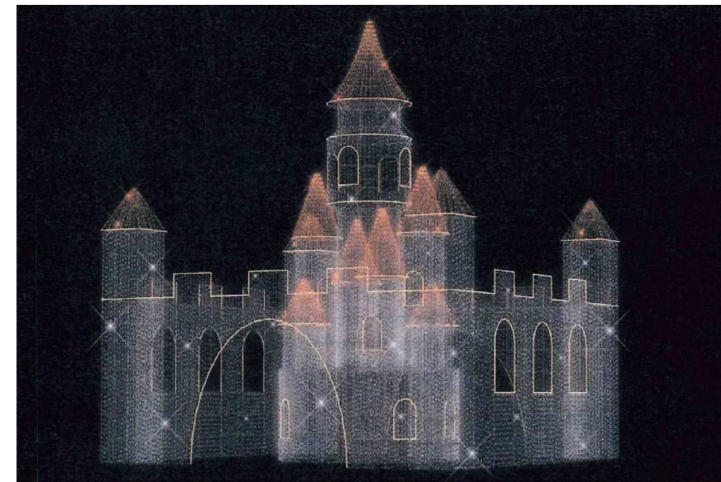
- **Veterans Day Parade** November 11th 12:00 p.m. Parade Begins. Market Day from 9:00 a.m.-2:00 p.m.
- **Fall Fest/La Verde Ribbon Cutting** November 18th 2:00--6:00 p.m. at La Verde Park
 - Cornhole Tournament & Chili Cookoff at the Fall Festival

<https://teamsideline.com/kyle>



December

- **Santa's Arrival** Dec 1st 4:00-9:00 p.m. at City Square Park
- **25 Days of Christmas at City Square Park**
 - Dec 3rd Sweet Sunday
 - Dec 7th Noche de Navidad
 - Dec 8th Family Fun Night The Grinch
 - Dec 10th Sunday Funday- lawn games & scavenger hunt
 - Dec 12th Santa Rides Through Kyle
 - Dec 13th Santa Rides Through Kyle
 - Dec 14th Santa Rides Trough Kyle
 - Dec 14th Slow Jam Thursday



December

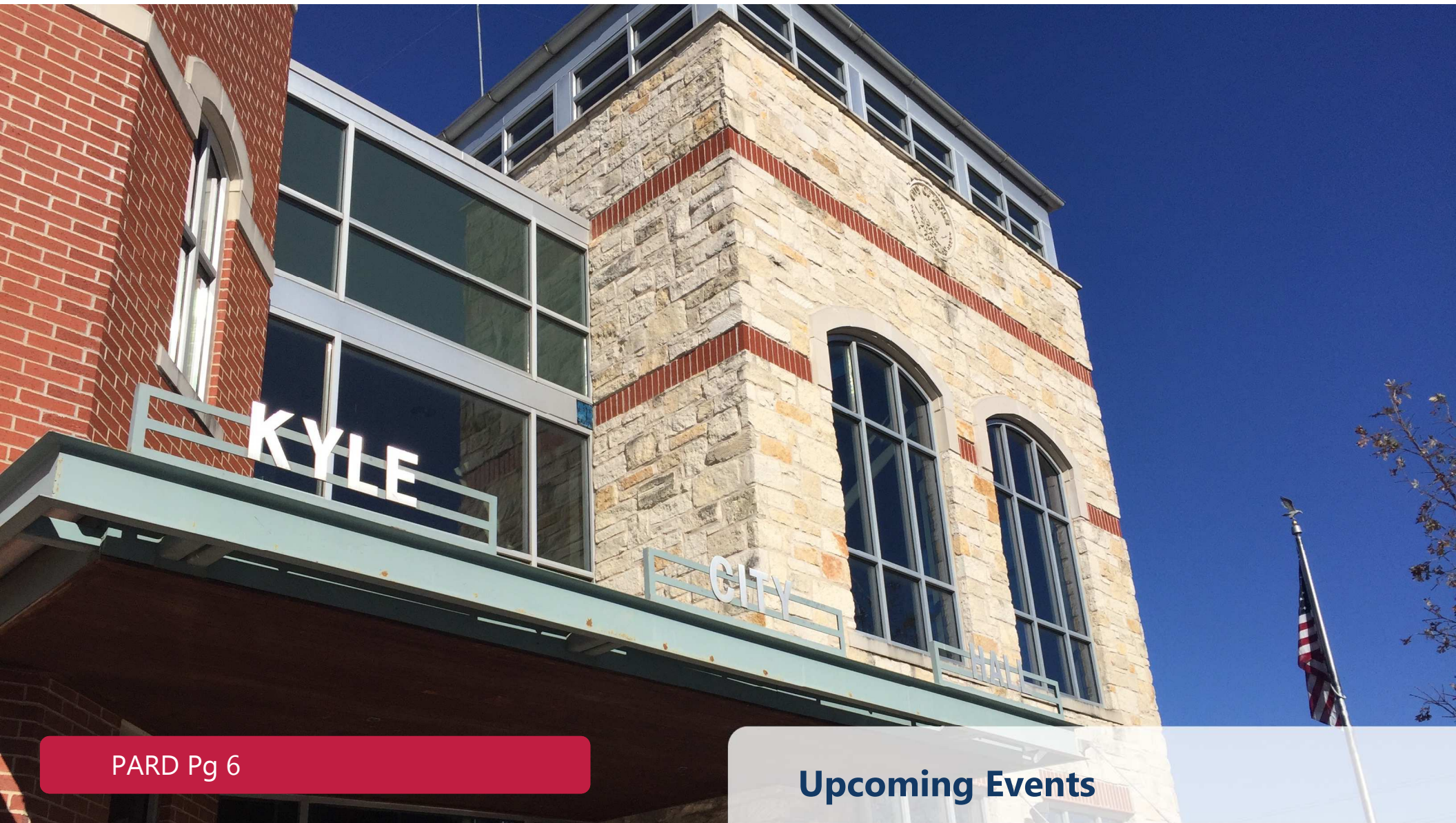
- Dec 15th Fairytale Friday
- Dec 17th Sip N' Stroll
- Dec 21st Throwback Thursday
- Dec 22nd Gingerbread Friday

- **Holiday Lights Trail**

Dec 1st –Jan Dec 2nd at Lake Kyle



Polar Bear Splash January 1, 2024!



PARD Pg 6

Upcoming Events

Item # 9



CITY OF KYLE, TEXAS

Approve Task Order No. 3 –
Lockwood, Andrews, & Newnam,
Inc.

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 3 to Lockwood, Andrews & Newnam, Inc. in the amount not to exceed \$23,535 for environmental services relating to the Windy Hill Road bond project. ~ Joe Cantalupo, K Friese & Associates, City's 2022 Road Bond Program Manager

Other Information: The Texas Historical Commission (THC) is requiring a cultural resources survey for the project, which was not included in the original scope of work. The fee for this task order includes consulting with THC, performing the cultural resources survey, reporting and curation of the findings, and coordination and management of any subconsultants as outlined in the Task Order No. 3.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ City Council Regular Meeting Staff Report 10_17
- ☐ Council Presentation
- ☐ Kyle -Task Order No. 3_LAN_Partially Executed



City Council Regular Meeting

DEPARTMENT: Office of the City Manager

FROM: Joe Cantalupo, K Friese + Associates

MEETING: Council Regular Meeting, October 17, 2023

SUBJECT:

Item A (Windy Hill Road): Approve Task Order No. 3 – Lockwood, Andrews, & Newnam, Inc.

Item B (Jack C Hays Trail): Approve Task Order No. 6 – Pape-Dawson Consulting Engineers, LLC

SUMMARY:

Item A (Windy Hill Road): The Texas Historical Commission (THC) is requiring a cultural resources survey for the project, which was not included in the original scope of work. The fee for this task order is \$23,535, and includes consulting with THC, performing the cultural resources survey, reporting and curation of the findings, and coordination and management of any subconsultants as outlined in the Task Order No. 3.

Item B (Jack C Hays Trail): Traffic analysis has determined that improvements to Jack C Hays north of the intersection are required for the intersection to operate at an acceptable level of service (LOS C) under future traffic demands. This task order includes development of the final schematic for the intersection and the reconstruction of Jack C Hays Trail. The fee for these tasks is in the amount of \$450,567.75.

OPTIONS:

Item A (Windy Hill Road): Approve or fail to approve task order.

Item B (Jack C Hays Trail): Approve or fail to approve task order.

RECOMMENDATION:

Item A (Windy Hill Road): Approval of task order.

Item B (Jack C Hays Trail): Approval of task order.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Item A (Windy Hill Road): Approval of Task Order No. 2 to Lockwood, Andrews, & Newnam, Inc. in the amount of \$631,347.90.

Item B (Jack C Hays Trail): Council Input at executive session on September 19, recommended moving forward with the TxDOT cross section and further analysis of the impacts to the schedule and cost of the Center St. bond project. Prior approval of Task Order No. 5 to Pape-Dawson Consulting Engineers, LLC in the amount of \$488,657.77



FISCAL IMPACT:

Item A (Windy Hill Road): Task Order No. 3 is in the amount of \$23,535.

Item B (Jack C Hays Trail): Task Order No. 6 is in the amount of \$450,567.75.

STAFF CONTACT:

Name: Bryan Langley

Title: City Manager

blangley@cityofkyle.gov

Kyle Road Bond

Council Action Needed

Office of the City Manager | October 17, 2023



Windy Hill: Task Order for Consideration

- Approve Task Order No. 3 to Lockwood, Andrews, & Newnam, Inc., in the amount not to exceed \$23,535 for environmental services relating to the Windy Hill Road project.

Council Action Needed | 2

Task Order Scope

- Texas Historical Commission (THC) is requiring a cultural resources survey for the project (not included in original scope of work)

Council Action Needed | 3

Considerations

- Task Order fee can be covered by the original contingency for the Windy Hill projects.

Council Action Needed | 4

Jack C Hays: Task Order for Consideration

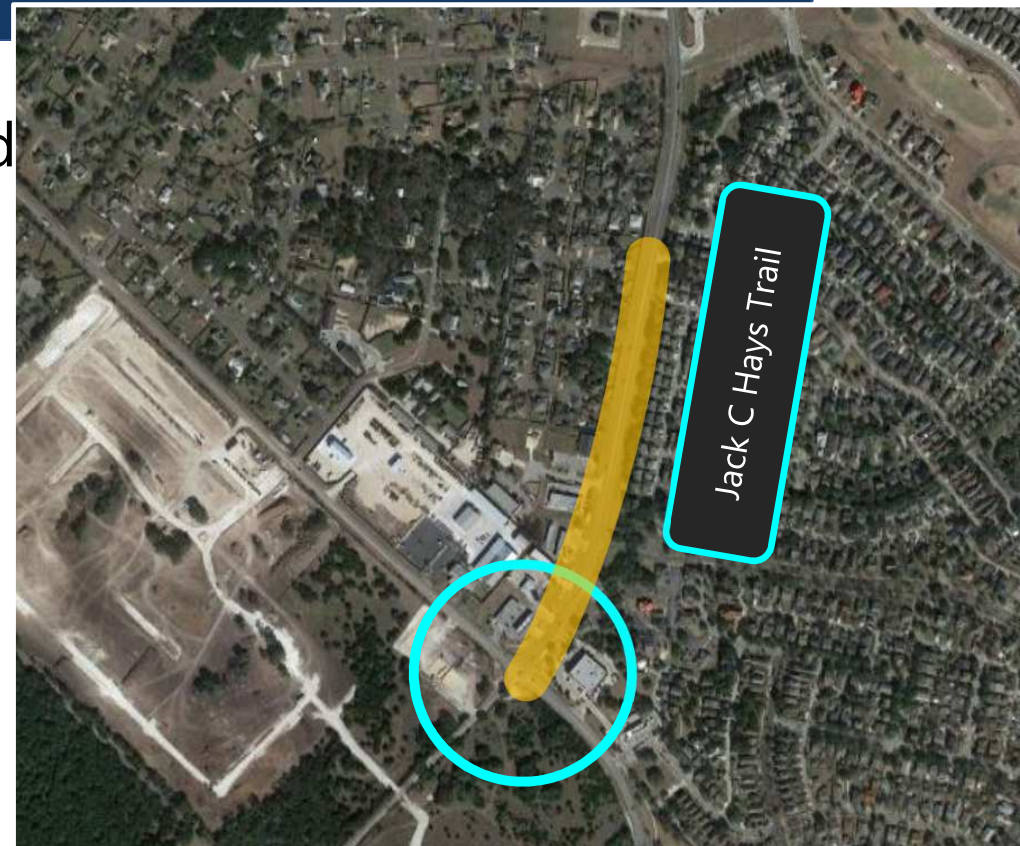
- Approve Task Order No. 6 to Pape-Dawson Consulting Engineers, LLC, in the amount not to exceed \$450,567.75 for development of a final design schematic for the intersection of Jack C Hays Trail and Veterans Drive and the reconstruction of Jack C Hays Trail from Veterans Drive to 1200 ft east of Veterans Drive.

Council Action Needed | 5

Jack C Hays Improvements

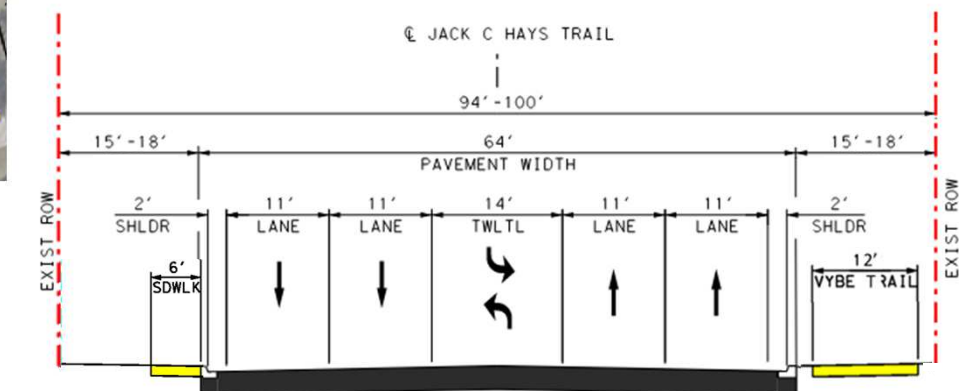
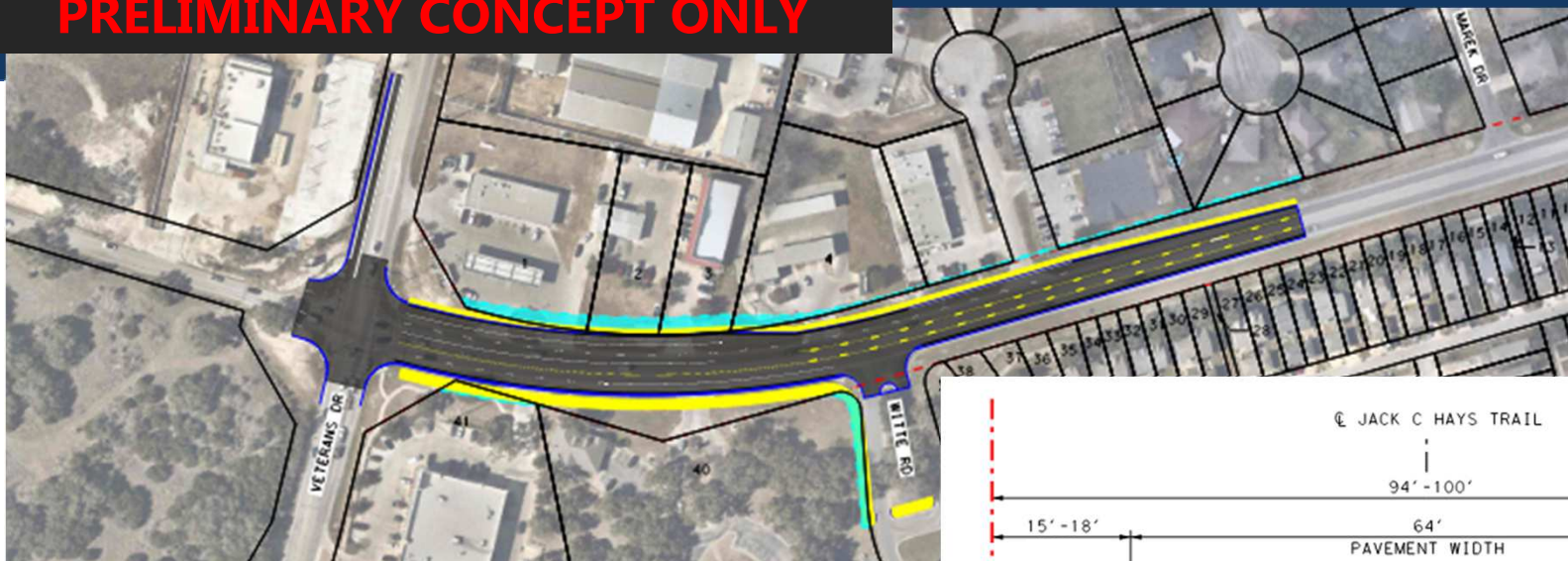
Traffic analysis has determined that improvements to Jack C Hays north of the intersection are required for the intersection to operate at an acceptable level of service (LOS C) under future traffic demands.

Council Action Needed | 6



Jack C Hays Improvements

PRELIMINARY CONCEPT ONLY



JACK C HAYS TRAIL
TxDOT Minimum Typical Section

Council Action Needed | 7

Considerations

- This task order covers schematic design, no construction phase services.
- Design fees can be covered by the original contingency for the Center St. project
- Another funding source will be required for the construction of the project.

Council Action Needed | 8

TASK ORDER NO. 3

This Task Order is issued pursuant to that Professional Services Agreement (Agreement) between the City of KYLE, Texas (Owner) and Lockwood, Andrews & Newnam, Inc. (Professional) effective May 17th 2022 and constitutes authorization by Owner for Professional to proceed with the following described construction and engineering design services.

Construction and Engineering Design Services

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide professional construction and engineering design services (Services) for the Owner based on the scope of services listed below in Item B. Professional services may include performing preliminary engineering and planning; generating plans, specifications, and estimates; researching, analyzing, and providing technical recommendations; providing construction phase services; and providing general consulting services in the areas identified herein.

B. SCOPE OF SERVICES AND DELIVERABLES

Pursuant to the Agreement, this Task Order authorizes Professional to perform the Services shown in Attachment A.

C. BASIS OF COMPENSATION

The total compensation for the Services shall be based on the sums defined in Fee Estimate on page 3 of this document. Owner will make payments to Professional for performing the Services described on a monthly billing basis in accordance with monthly statements submitted by the Professional and approved by Owner. Final payment shall be due upon completion of the Services described.

D. TIME FOR COMPLETION

Professional will work expeditiously to complete the Services described herein by July 31, 2024.

Lockwood, Andrews & Newnam, Inc. shall begin work as soon as authorized in this Task Order No. 3.

APPROVED:

CITY OF KYLE, TEXAS

By _____

Title: _____

Attest _____

Date _____

ACCEPTED:

LOCKWOOD, ANDREWS & NEWNAM, INC.

By Travis Michel

Title: Senior Associate

Attest Samir F. Natta

Date 10/3/2023

COMPENSATION

Compensation for the services provided pursuant to the Professional Services Agreement between the City of Kyle and Lockwood, Andrews & Newnam, Inc. executed the 17th day of May 2022 will be paid on a lump sum basis based on the amounts reflected below.

Task	Fee
Agency Consultation and Production of a Scope of Work	\$2,462
Intensive Cultural Resources Study	\$12,189
Reporting and Curation	\$7,264
LAN Coordination and Management Fee	\$1,620
Total	\$23,535

September 08, 2023

Jennifer Sullivan, PE
K Friese + Associates
Windy Hill Rd. Project Manager

Via email: JSullivan@kfriese.com

**RE: Windy Hill Road Improvements – Schematic Phase
Proposal for Additional Environmental Services**
LAN Project No.: 133-10014-001

Dear Ms Sullivan,

Lockwood, Andrews & Newnam, Inc. (LAN) is pleased to provide this letter and included attachments requesting authorization for additional Environmental Services for the Windy Hill Road Bond Project. Through recent coordination with the Texas Historical Commission (THC), the THC is requiring a cultural resources survey for the project, which was not included in the original environmental scope of services. Services will include conducting an intensive archaeological investigation consisting of a pedestrian survey augmented with shovel testing and mechanical backhoe trenching to comply with the Antiquities Code of Texas (ACT) and Section 106 of the National Historic Preservation Act (NHPA). A detailed breakdown of the scope of work is provided in the subconsultant proposal included as Attachment A.

The total fee for the scope of services outlined in this letter and attached subconsultant proposal is summarized below:

Task 1— Agency Consultation and Production of a Scope of Work	\$2,462
Task 2— Intensive Cultural Resources Survey	\$12,189
Task 3— Reporting and Curation	\$7,264
Task 4— LAN Coordination and Management Fee	\$1,620
TOTAL	\$23,535

Should you have any questions or would like to meet to discuss this fee proposal, please contact me at (512) 338-2745 or via email at TMMichel@lan-inc.com. We appreciate this opportunity to complete this project for the City of Kyle, and we look forward to successful completion of the project.

Sincerely,



Travis Michel, PE
Project Manager
Senior Associate/Team Leader

Attachment

Proposal No. PSF23-183-00 (Revision 1)
August 16, 2023



12821 W. Golden Lane
San Antonio, TX 78249

Dr. Mohammadreza (Dreza) Gholikhani, PhD, P.E.
LAN, Inc.
9311 San Pedro, Suite 808
San Antonio, Texas 78216

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

**RE: Archaeological Investigations of the City of Kyle Windy Hill Road Project
Kyle, Hays County, Texas
30° 1'57.39"N, 97°50'27.78"W**

WWW.RKCI.COM

Dear Dr. Gholikhani:

Pursuant to your request, Raba Kistner, Inc. (**RKI**) is pleased to submit this proposal to LAN, Inc. (**CLIENT**) for the aforementioned project. The proposed undertaking involves the road realignment and road improvements extending along Windy Hill Road and County Road (CR) 131, from approximately Interstate Highway 35 (IH-35) to Purple Martin Avenue. As the proposed project is located within public right-of-way (ROW) and is an undertaking of the City of Kyle, a political subdivision of the State of Texas, the proposed project is subject to review under the jurisdiction of the Antiquities Code of Texas (ACT) (Texas Natural Resources Code, Title 9, Chapter 191), by virtue of being a public undertaking. Furthermore, as the project will impact known waterways, the undertaking is potentially subject to review under Section 106 of the National Historic Preservation Act (NHPA) (16 United States Code 470) and its implementing regulations (36 Code of Federal Regulation 800). These legislations call for the assessment of all improvement activities that have a potential to disturb historically significant resources and subsurface deposits on projects with federal involvement and on lands owned by the State or one of its political subdivisions. The Texas Historical Commission (THC) regulates compliance with the ACT, while compliance with Section 106 is regulated by the U.S. Army Corps of Engineers (USACE).

In anticipation of the proposed undertaking, **RKI** proposes to conduct an intensive archaeological investigation consisting of a pedestrian survey augmented with shovel testing and mechanical backhoe trenching to satisfy compliance with the ACT and Section 106 of the NHPA. This proposal includes estimated costs for consultation with the regulating agencies and the production of a scope of work and permit application for a Texas Antiquities Committee (TAC) permit, an intensive pedestrian survey with backhoe trenching, the production of a technical report, and the preparation and costs of curation for field records at a state-approved repository.

AGENCY COORDINATION, SCOPE OF WORK, AND PROJECT MANAGEMENT

RKI will coordinate with the THC and generate an antiquities permit application and scope of work (SOW) that will outline the methods of investigations for the proposed project that will meet the criteria stipulated by the ACT. The SOW will be submitted to the THC for review and permit issuance. Once the THC issues a permit number, **RKI** will conduct the intensive archaeological investigations of the Project Area or Area of Potential Effects (APE). Project management will consist of project set-up, coordination of schedules with the **CLIENT** and subcontractors, scheduling **RKI** staff, and establishing management and safety protocols.

INTENSIVE ARCHAEOLOGICAL INVESTIGATIONS

RKI archaeologists will perform an intensive pedestrian survey of 100-percent of the Project Area or APE. The staff will utilize shovel testing, in addition to the visual inspection of the ground surface, to search for shallowly buried cultural deposits within the Project area or APE. A backhoe will be utilized to search for deeply buried cultural deposits. If feasible, using only survey-level efforts and field methods, the staff will document and assess the State Antiquities Landmarks (SALs) - and National Register of Historic Places (NRHP)-eligibility of cultural resources identified during the survey. All work will comply with Section 106 of the NHPA, and archaeological standards set forth by the Council of Texas Archaeologists (CTA) and adopted by the THC.

Pedestrian Survey and Shovel Testing

Shovel testing will be conducted by a team of two (2) archaeologists walking along transects no greater than 30 meters (m) apart within the Project Area or APE. All shovel tests will be excavated within the boundaries of the Project Area or APE at an interval of one every 100 m (328 feet). If a given shovel test is positive for cultural materials, additional shovel tests will be excavated to delineate the positive shovel test and determine the site boundaries.

Shovel tests will measure approximately 33 to 36 centimeters (cm) (13 to 14 inches) in maximum diameter, and will be excavated in 20 cm (8 inch) levels up to a maximum depth of 0.80 m (2.62 feet) below surface, if possible. The matrix from each shovel test will be screened through ¼-inch mesh and the location of each excavation will be plotted using a hand-held, sub-meter accurate GPS receiver. A shovel test form will be filled out for each excavated unit. The form will contain information on the soils encountered, the artifacts recovered, disturbances noted and references to samples retained and photographs taken.

Backhoe Trenching

RKI archaeologists will monitor up to four (4) backhoe trench excavations within the Project Area or APE. Backhoe trenches will be excavated by a professional backhoe operator, and all excavations will be performed in accordance with Occupational Safety and Health Administration (OSHA) guidelines (29 CFR Part 1926) and the Texas Trench Safety Act (H.B. 1569). Prior to excavations, the backhoe operator will perform a One-Call (Texas 811) to verify there are no existing utilities within the excavation area. The One-Call requires 48-hour notice prior to any excavations to assure that any existing utilities are appropriately identified and marked.

Backhoe trenches will range from 4 to 5 m (13 to 16 feet) in length and will be at least 1 m (3 feet) wide to allow ease of access. The trenches will not exceed a maximum depth of 3 m (10 feet) below surface. An **RKI** Archaeologist will only enter the trenches at a depth of 1.5 m (5 feet) below surface. As per the CTA standards, **RKI** will screen a minimum of one 5-gallon bucket from every third excavator bucket load during excavations. If cultural materials are encountered within the trenches at a depth below 1.5 m (5 feet), the trenches will be properly benched to meet OSHA safety standards prior to entry. Additionally, if cultural materials are encountered within the trench, additional trenches may be excavated to delineate the positive trench and determine archaeological site boundaries.

RKI Archaeologists will monitor and photo-document all trench excavations. Per OSHA guidelines, spoils from trench excavations will be placed no less than 2 feet (0.61 m) from the open trench. The open trench and will be visually inspected for cultural materials. A thorough examination of trench profile also will be conducted during excavations to identify any cultural materials or features that may be exposed. Once trenching is complete, all exposed features and artifacts will be mapped, photographed, and sampled, if warranted. Furthermore, a representative segment of each trench wall also will be documented. A representative portion of the trench wall will be photographed with a scale. The profile of the Project Area or APE as shown through backhoe trenching will be documented through one or more soil profile drawings. All artifacts noted in the profiled wall will be shown on the profile drawing. All archaeological work will comply with THC and CTA standards, unless documented field conditions warrant otherwise.

Artifact Collection Policy

RKI will apply a limited artifact collection policy during this study, meaning that only temporally diagnostic artifacts will be collected during the pedestrian survey. Furthermore, depending on the temporal affiliation of any identified features, collection and documentation may also include a sample of the feature content. Diagnostic materials and feature samples can aid in assessing the ages of the deposits and features and will have to be curated at a state-accredited curation facility. By collecting only temporally diagnostic artifacts, **RKI** will limit permit-mandated curation costs. All work will comply with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports.

REPORTING AND CURATION

Following the completion of the field investigations, **RKI** staff will produce a technical draft report of findings. The draft will be produced in accordance with the Rules of Practice and Procedure of the THC, as outlined in Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. It will describe the cultural setting of the Project Area or APE, investigative methodology, and the study's findings. The draft report will also include recommendations for either further work or no further work, with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2). The report will then be submitted to the CLIENT for review. Upon approval by the CLIENT, **RKI** will submit copies of the draft report to the THC for their minimum 30-day review. Following the completion of the review, **RKI** will make revisions, if any, and prepare the final report under the ACT Permit.

Any diagnostic artifacts collected during field investigations will be submitted for final curation to the Center for Archaeological Research at the University of Texas at San Antonio for curation. All project-related documentation produced during the investigations will be curated in accordance with THC requirements for State Held-in-Trust collections, and federal regulation 36 CFR Part 79.

Artifact Collection Policy

RKI will apply a limited artifact collection policy during this study, meaning that only temporally diagnostic artifacts will be collected during the pedestrian survey. Furthermore, depending on the temporal affiliation of any identified features, collection and documentation may also include a sample of the

feature content. Diagnostic materials and feature samples can aid in assessing the ages of the deposits and features and will have to be curated at a state-accredited curation facility. By collecting only temporally diagnostic artifacts, **RKI** will limit permit-mandated curation costs. All work will comply with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports.

Reporting and Curation

Following the completion of the field investigations, **RKI** staff will produce a technical draft report of findings. The draft will be produced in accordance with the Rules of Practice and Procedure of the THC, as outlined in Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. It will describe the cultural setting of the Project Area or APE, investigative methodology, and the study's findings. The draft report will also include recommendations for either further work or no further work, with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2). The report will then be submitted to the CLIENT for review. Upon approval by the CLIENT, **RKI** will submit copies of the draft report to the THC for their minimum 30-day review. Following the completion of the review, **RKI** will make revisions, if any, and prepare the final report under the ACT Permit.

Any diagnostic artifacts collected during field investigations will be submitted for final curation to the Center for Archaeological Research at the University of Texas at San Antonio for curation. All project-related documentation produced during the investigations will be curated in accordance with THC requirements for State Held-in-Trust collections, and federal regulation 36 CFR Part 79.

LIMITATIONS

1. *Agency Consultation:* The above proposal for field investigations may be subject to change depending on results of consultations with the reviewing agencies. Should additional work may be necessary and a new proposal and fee will be submitted to ensure compliance.
2. *Access:* **RKI** assumes unfettered access to the Project Area or APE. Any right-of-entry permissions and gate combinations etc. required to access the Project Area or APE should be provided by the CLIENT to **RKI** prior to field mobilization.
3. *Additional site testing/data recovery:* **RKI** assumes no additional site testing/data recovery will be required for the proposed project. If during the investigations, deposits are discovered and the reviewing agencies requests additional investigation to determine their significance, the costs associated with such investigations will be addressed in a subsequent change order.
4. *Documentation of Cultural Resources:* **RKI** assumes the documentation of one (1) new archaeological sites for the project based on its cultural and environmental setting. Should additional archaeological sites or cultural resources (including above ground structures) be encountered, the costs associated with documenting those resources will be addressed in a subsequent change order.

5. **Mechanical Equipment/Operator:** This proposal includes costs associated with **RKI** providing the appropriate mechanical equipment (i.e. excavator with a toothed bucket) and certified equipment operator for trenching excavations. If the CLIENT requests to provide their own appropriate mechanical equipment and certified operator for trenching excavations, the cost estimate for those services will be adjusted.
6. **Reconstruction of Existing Surface/Subsurface Conditions:** This scope of work does not include costs or efforts associated with the reconstruction of the existing surface/subsurface conditions to be impacted by backhoe trenching excavations. This includes, but is not limited to, paved roads, sidewalks, curbs, signage, and utility easements. Any efforts required to repair or replace the existing surface/subsurface back to its original condition is the responsibility of the CLIENT.
7. **Unmarked Burials:** In the event that human remains are encountered in any subsurface context, work will halt immediately, precautions will be taken, and a new proposal and fee will be submitted to ensure compliance with the amended Texas Health and Safety Code for unmarked burials.
8. **Special Analysis:** No special analyses are expected for this project.

COST AND SCHEDULE

We will provide the above scope of service at a **lump sum cost of \$21,915.00**. A breakdown of the tasks associated with this proposal is provided below. If the agencies require additional archaeological investigations, **RKI** will consult the CLIENT and provide a new cost for additional efforts.

Standard Services	Total
Task 1: Agency Consultation and Production of a Scope of Work	\$2,462.00
Task 2: Intensive Cultural Resources Survey	\$12,189.00
Task 3: Reporting and Curation	\$7,264.00
<i>Standard Services Estimated Total</i>	<i>\$21,915.00</i>

RKI is prepared to begin agency consultation for the project within five business days upon receipt of notice to proceed. The Intensive Archaeological Investigations will be completed within an estimated three (3) days. A technical report of investigations will be completed within 25 to 30 business days from the completion of field investigations. Please note that agency review requires a 30-day review period.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and scope of services will be conducted in accordance with the Master Agreement between Lockwood, Andrews, and Newnam and **Raba Kistner, Inc.**, dated October 27, 2000.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Antonio E. Padilla, M. A., RPA
Assistant Director, Cultural Resources

Accepted By _____
(Signature)

(Typed or Printed Name)

AP/srw

(Title)

Copies Submitted: Above (1 Electronic PDF Copy)

(Date)



CITY OF KYLE, TEXAS

Approve 2023 Surveying Services Rotation List

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Approve a resolution establishing a rotation list of the following two (2) firms to provide surveying services for all city departments: McGRAY & McGRAY LAND SURVEYORS, INC., Austin, Texas, AND COBB, FENDLEY & ASSOCIATES, INC., San Marcos, Texas and authorize the City Engineer to enter into contract negotiations with each firm and direct staff to bring back the contracts for consideration by the City Council at a future meeting. ~ *Leon Barba, P.E., City Engineer*

Other Information: Please see attached memo.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Department Memo
- ☐ Presentation
- ☐ Surveyor Firm Rankings
- ☐ Firm Panel Scores
- ☐ Resolution



City Council Regular Meeting

DEPARTMENT: Engineering

FROM: Jo Ann Garcia

MEETING: October 17, 2023

SUBJECT:

Approve a resolution authorizing the Mayor to execute separate agreements with the following two firms to provide surveying services for all City department: McGray & McGray Land Surveyors, Inc., Austin, Texas and Cobb, Fendley & Associates, Inc., San Marcos, Texas providing that the meeting at which the Resolution is passed is open to the public in compliance with the Open Meetings Act; providing an effective date; making findings of fact; and providing for related materials herein.

SUMMARY:

A Request for Qualifications (RFQ) was issued on July 12, 2023 seeking qualified registered professional land surveyors to provide surveying services to all City Departments.

Thirteen (13) submittals were received in response to the RFQ prior to August 7, 2023 (2:00 pm) deadline.

Staff evaluated the proposals and based on their review, the top two scoring firms were:

McGray & McGray Land Surveyors, Inc., and

Cobb Fendley & Associates, Inc.

These firms are being recommended for Council approval to provide surveying services for planning, design, property acquisition, and construction type projects.

OPTIONS:

Option 1:

- Council approves the recommendations. This allows staff to expedite project development.

Option 2:

- Council selects firms.

Option 3:

- Council does not approve selection of firms. Project development delays may occur for adding these services to existing contracts.



RECOMMENDATION:

Council approves the firms recommended by Staff authorizing the Mayor to execute the Resolution presented.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name: Jo Ann Garcia, P.E.

Title: Project Manager

jgarcia@cityofkyle.com; 512 262 3949

2023 Surveying Services Rotation List Selections

Engineering



Summary

- A Request for Qualifications (RFQ) was issued on July 12, 2023, seeking registered professional land surveyor firms to provide surveying services for all city departments.
- Thirteen (13) submittals were received in response to the RFQ prior to the August 7, 2023 (2:00 pm) deadline.

Recommendation

- Council approves engineering staff recommendation for city department surveying services providers to be:
McGray & McGray Land Surveyors, Inc. &
Cobb, Fendley & Associates, Inc..
- Council authorizes the City Engineer to enter agreement negotiations with these two firms and to bring back documentation to Council for approval.

Options

Option 1:

- Approve the top two firms as recommended.

Option 2:

- Council select firm(s) from list.

Option 3:

- Council does not approve firms' selection. Project development delays may occur for adding of these services to existing contracts.

2023 Surveying Services Rotation List		
K22-23.9		
Date of Evaluation:	September 15, 2023	
Ranking	Firm	Score
1	McGray & McGray Land Surveyors, Inc.	96.00
2	Cobb, Fendley & Associates, Inc.	94.33
3	Surveying And Mapping, LLC (SAM)	93.00
4	Pape-Dawson Engineers	91.67
5	Doucet& Associates, Inc.	86.33
6	LWS Survey Company	83.00
7	Spot on Surveying, Inc (SOS)	82.00
8	McKim & Creed, Inc.	81.33
9	Zamora, LLC	81.00
	Landmark Surveying, LP (Landmark)	81.00
10	Westwood Professional Services, Inc.	79.00
11	Whitman Land Group, LLC (WLG)	78.67
12	Unintech Consulting Engineers, Inc.	77.67

2023 General Civil Engineering Services Rotation List
K22-23.9

Firm		Overall Experience	Past Performance & Experience (5 years)	Past Performance & Experience (in the City)	Ability to meet time & budget requirements	Legal Action against Firm	Location	Project workload of the firm	Score
		0-25	0-25	0-10	0 - 20	0-5	0-10	0-5	100
1	Doucet& Associates, Inc.	23.67	22.00	8.33	17.33	1.67	10.00	3.33	86.33
2	Zamora, LLC	21.33	22.00	5.00	14.33	5.00	10.00	3.33	81.00
3	LWS Survey Company	23.67	23.33	3.00	17.67	5.00	7.00	3.33	83.00
4	McKim & Creed, Inc.	24.00	24.00	1.33	18.33	1.67	7.00	5.00	81.33
5	Whitman Land Group, LLC (WLG)	21.67	22.67	1.33	17.00	5.00	6.00	5.00	78.67
6	Surveying And Mapping, LLC (SAM)	23.67	23.33	7.33	19.67	5.00	9.00	5.00	93.00
7	Westwood Professional Services, Inc.	23.67	19.00	4.67	17.00	2.67	7.00	5.00	79.00
8	McGray & McGray Land Surveyors, Inc.	24.33	24.00	10.00	19.33	5.00	9.00	4.33	96.00
9	Spot on Surveying, Inc (SOS)	19.67	19.00	9.00	16.00	5.00	10.00	3.33	82.00
10	Pape-Dawson Engineers	23.33	24.00	10.00	19.33	3.33	8.00	3.67	91.67
11	Unintech Consulting Engineers, Inc.	21.67	20.67	1.33	15.00	5.00	9.00	5.00	77.67
12	Cobb, Fendley & Associates, Inc.	23.67	23.33	9.67	19.00	5.00	10.00	3.67	94.33
13	Landmark Surveying, LP (Landmark)	21.00	19.67	6.00	18.33	3.33	9.67	3.00	81.00
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CITY ENGINEER TO ENTER CONTRACT NEGOTIATIONS WITH McGRAY & McGRAY LAND SURVEYORS, INC., AUSTIN, TEXAS; AND COBB, FENDLEY & ASSOCIATES, SAN MARCOS, TEXAS TO PROVIDE REGISTERED PROFESSIONAL LAND SURVEYING SERVICES FOR ALL CITY DEPARTMENTS; MAKING FINDINGS OF FACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Kyle requested qualifications from registered professional land surveying firms to provide surveying services of a general or routine scope for project development, in some cases, have a critical schedule or are of an emergency nature; and,

WHEREAS, the City desires to obtain registered professional land surveying services from McGray & McGray Land Surveyors, Inc., Austin Texas, and Cobb, Fendley & Associates, Inc., San Marcos, Texas; and,

WHEREAS, McGray & McGray Land Surveyors, Inc., Austin, Texas and Cobb, Fendley & Associates, Inc., San Marcos, Texas; are qualified and capable of performing the professional land surveying services proposed herein and are willing to enter into an Agreement with the City of Kyle to perform such services.

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

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

Section 2. Authorization. The City Engineer is hereby authorized to enter into contract negotiations with the two firms for professional land surveying services.

Section 3. Open Meetings. 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.

Section 4. Effective Date. This resolution will become effective immediately upon its passage by the Kyle City Council.

PASSED AND ADOPTED this _____ day of _____, 2023.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary



CITY OF KYLE, TEXAS

Economic Development & Tourism Board Ordinance

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An Ordinance Amending Chapter 2 - Administration, Article III. - Boards, Committees and Commissions, Division 1 – Generally, Sections 2-42. Appointment and 2-50. Ex Officio Members; and Amending Division 4. – Economic Development and Tourism Board Sections 2-113. – General Duties; and 2-113.5. Qualifications for Appointment and Membership; and Adding Section 2-113.6. Officers; Providing an Effective Date; and Providing for Open Meetings. ~ *Victoria Vargas, Director of Economic Development*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Economic Development & Tourism Board Ordinance Memo
- ☐ Economic Development & Tourism Board Ordinance Power Point
- ☐ Economic Development & Tourism Board Ordinance



City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Victoria Vargas

MEETING: October 17, 2023

SUBJECT:

(First Reading) Amended Ordinance of the Economic Development & Tourism Board

SUMMARY:

When posting the open Economic Development and Tourism Board positions, some necessary clarifications and corrections to the wording of the ordinance were identified. The amendments being proposed by this ordinance are as follows:

- In Section 1, the language regarding partial terms [Section 2-42 (e)] is being corrected to match the number of terms outlined in Section 2-43, which was amended previously to allow board members to be reappointed two times and therefore serve up to a total of three terms.
- In Section 2, the language regarding ex officio members only pertains to the Economic Development and Tourism Board, as that is the only board which has ex officio members, so the language is moving from the division of the code regarding all Boards and Commissions to the division regarding the Economic Development and Tourism Board.
- In Section 3, the Economic Development and Tourism Board's reporting requirement to the council is being changed from "every quarter" to "as requested by vote of the council."
- In Section 4,
 - a. The language regarding the residency requirement for five of the seven board members is being made clearer.
 - b. Each board member's relationship to the businesses they are affiliated with is being made more specific. Instead of just stating they "represent" the business, the board member shall be an owner or hold an executive level position.
 - c. Language has been added stating that the businesses must be within Kyle city limits.
- In Section 5, guidelines are being added for the board to have officers and the terms those officers shall serve. (This language is the same as that of the Library Board.)

OPTIONS:

Option 1: Approve all amendments to the Code of Ordinances.

Option 2: Approve some amendments to the Code of Ordinances.

Option 3: Do not approve any of the amendments to the Code of Ordinances.

RECOMMENDATION:

Staff recommends approving all the amendments to the Code of Ordinances for the sake of clarity and consistency.



PRIOR ACTION/INPUT (Council, Boards, Citizens):

1. On 9-7-2021, the number of allowable board terms were extended from two to three by Ordinance No. 1168.
2. On 9-5-2023, the council finalized the addition of a residency requirement to five of the seven Economic Development and Tourism Board positions and changes to the industries they must represent.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Victoria Vargas

Title: Director of Economic Development

Email: victoria@cityofkyle.com

Phone: 512-262-3932

Economic Development & Tourism Board Amendments

First Reading

Economic Development



Summary

When posting ED&T Board positions, corrections were needed:

- Section 1, partial terms language [Section 2-42 (e)] should match the number of terms outlined in Section 2-43, amended previously to allow two reappointments and a total of three terms.
- Section 2, ex officio members only pertain to the ED&T Board, so the language is moving to the correct place in code.
- Section 3, the ED&T Board will report "as requested by vote of the council" instead of quarterly.

Summary continued

- Section 4,
 - Clarifying language regarding residency requirement for five of the seven board members.
 - Board members shall be an owner or hold an executive level position instead of just “representing” the business.
 - Businesses must be within Kyle city limits.
- Section 5, guidelines are being added for the board to have officers and the terms those officers shall serve. (Same as Library Board.)

Prior Action/Direction

- 9-7-2021, number of allowable board terms were extended from two to three by Ordinance No. 1168.
- 9-5-2023, the council finalized the addition of a residency requirement to five of the seven Economic Development and Tourism Board positions and changes to the industries they must represent.

Staff Recommendation

- Staff recommends approving all the amendments to the Code of Ordinances for the sake of clarity and consistency.

Options

- **Option 1:**
 - Approve all amendments to the Code of Ordinances.
- **Option 2:**
 - Approve some amendments to the Code of Ordinances.
- **Option 3:**
 - Do not approve any of the amendments to the Code of Ordinances.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE III. - BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1 - GENERALLY, SECTIONS 2-42. APPOINTMENT AND 2-50. EX OFFICIO MEMBERS; AND AMENDING DIVISION 4. - ECONOMIC DEVELOPMENT AND TOURISM BOARD SECTIONS 2-113. - GENERAL DUTIES; AND 2-113.5. QUALIFICATIONS FOR APPOINTMENT AND MEMBERSHIP; AND ADDING SECTION 2-113.6. OFFICERS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS

WHEREAS, after a thorough review of the current City's Boards and Commissions Ordinances, it is appropriate and necessary for good government that the City of Kyle amend and update applicable ordinances; and

WHEREAS, the City Council desires to clarify ex-officio members belong specifically to the Economic Development and Tourism Board.

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

Section 1. Sec. 2-42. - Appointment. This section shall be amended in part as follows:

(e) If a vacancy occurs, the council may fill such vacancy. A person appointed to fill a vacancy shall serve until the term of the vacated position expires. If a vacancy has less than one-half of its term still remaining, the person appointed to fill the position may be appointed to ~~two~~ three subsequent full terms. If a vacancy has more than one-half of its term still remaining, the person who is appointed may only be reappointed for ~~one~~ two additional full terms of two years.

Section 2. Sec. 2-50. - Ex officio members. This section shall be stricken from Division 1 - Generally and added to Division 4. - Economic Development and Tourism Board, and amended in part as follows:

(a) Membership; quorum. The board shall recommend for appointment no more than five persons as ex officio members to serve on ~~a~~ the board. Ex officio members may not be counted toward meeting quorum. Ex officio members may participate in any discussion that occurs in open session of the board meeting and may attend any executive session held by the board. Ex officio members shall be required to keep information from executive session confidential in accordance with the City's ethics ordinance.

(b) Term of appointment. A person appointed as an ex officio member to ~~a~~ the board shall serve until replaced or resigned. These positions are not mandatory for replacement upon expiration.

Section 3. Sec. 2-113. – General Duties. This section shall be amended as follows:

The board shall function in an advisory capacity only to the council, and in such advisory capacity shall study and recommend options for the promotion of tourism and economic development; communicate/coordinate with city staff. The board shall report to the council ~~once each quarter following the board's quarterly meeting~~ as requested by vote of the council.

Section 4. Sec. 2-113.5. Qualifications for appointment and membership. This section shall be amended as follows:

Qualifications, applications, and appointments for the board shall follow the requirements established for all boards, except the residency requirement for two members as outlined in this subsection. The Board shall consist of ~~7~~ seven members, ~~5~~ five of ~~which~~ whom must be residents of the City of Kyle. Two of the members, ~~which~~ may be residents or non-residents, and of those two, one must represent hold an executive level position at a major employer within Kyle city limits and one shall hold an executive level position in the healthcare industry within Kyle city limits. Of the other ~~5~~ five members ~~that~~ who must be residents, one shall ~~represent the~~ be an owner of a micro-business community (1-9 employees including owner) within Kyle city limits, one shall ~~represent the~~ be an owner of a small business community (10-100 employees) within Kyle city limits, and one shall ~~represent the~~ hold an executive level position at an enterprise/large business community (101+ employees) within Kyle city limits. Ex-Officio members may be appointed from key sectors and/or stakeholders. Members shall maintain confidentiality and abide by all prevailing ethics, either professionally, legally or as a part of the city code of ethics.

Section 5. Sec. 2-113.6. Officers. The following paragraph is hereby added:

At the first meeting after the members of the board are first appointed, the board shall elect one member as chairperson, one as vice-chairperson, and another as secretary. The board shall decide by rule when it will hold annual officer elections to select a presiding officer, and such other officers as the board deems advisable. Each officer shall serve for one year and thereafter until their successor is selected and the board completes a determination of their qualifications for the position. The board shall fill all officer vacancies that occur at or before the next regular meeting that follows the vacancy. Officers shall perform the duties prescribed by the board. No member shall serve as an officer for more than two consecutive terms.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the City Charter of the City.

Section 7. Savings Clause. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed. The balance of such ordinance is hereby saved from repeal.

Section 8. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED on this the ____ day of _____, 2023.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2023.

The City of Kyle, Texas

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary



CITY OF KYLE, TEXAS

License Agreement for On-Street Parking at 213 S Old Hwy 81

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Approve a License Agreement between the City of Kyle and Rachel and Ruben Guerrero for property located at 213 S Old Highway 81 to allow parking to encroach City right-of-way on East Moore St. ~ *Will Atkinson, Director of Planning*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Staff Memo
- ☐ Presentation
- ☐ License Agreement



City Council Regular Meeting

DEPARTMENT: Planning Department

FROM: Will Atkinson, Director of Planning

MEETING: Regularly Scheduled City Council Meeting – 10/17/23

SUBJECT:

Approve a License Agreement between the City of Kyle and Rachel and Ruben Guerrero for property located at 213 S Old Highway 81 to allow parking to encroach City right-of-way on East Moore St.

SUMMARY:

The Guerreros own the property located at 213 S Old Highway 81. Previously, this property was being used as a residential rental property, however, the property is zoned for commercial use (C-1 Zoning, Ord. No. 92) and the residential use was considered legal nonconforming. The property recently lost its legal nonconforming status as the last tenant moved out over a year ago. As such, the Guerreros intend to convert the property into a commercial use and will need parking spaces for the commercial tenant. Due to constraints on the property, the Guerreros are requesting a License Agreement to allow for parking along the E Moore St side of the property to encroach City right-of-way. The parking spaces encroach City right-of-way by approximately 10 feet, but will not encroach the street pavement (driving lanes). At this time, the City has no plans to make any improvements to E. Moore Street that would not allow this parking to encroach the right-of-way. The License Agreement will require the property owners to maintain the parking and pavement within the right-of-way. Should the City ever need to make full use of the right-of-way, this Agreement may be revocable.

OPTIONS:

Approve, deny, or approve with modifications.

RECOMMENDATION:

The property is a smaller site and does not have a significant amount of room on site. With the approval of the agreement, the property owner will maintain the parking in the City ROW, allowing street maintenance resources to be used elsewhere. Staff recommends approval of the license agreement.

PRIOR ACTION/INPUT (Council, Boards, Citizens): N/A

FISCAL IMPACT: N/A

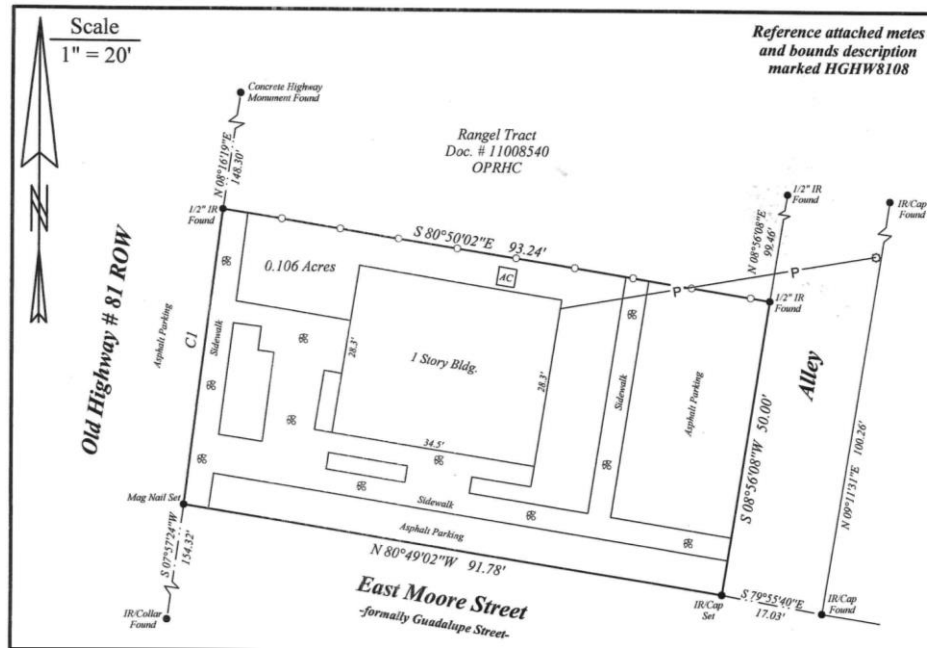
STAFF CONTACT:

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com, 512-233-1144

Exhibit A



License Agreement – On Street Parking (213 S. Old Hwy 81)

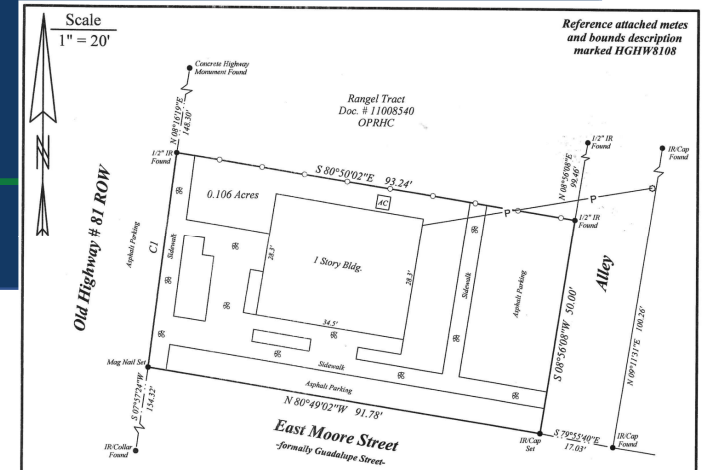
October 17, 2023

Planning Department



Area to Subject to the On-Street License Agreement

- 213 S. Old Hwy 81 was a single-family residence until 2022 (converted to commercial use, zoned C-1, Ord. No. 92).
- Head-in parking along E. Moore Street is partially in City of Kyle right-of-way.
- To be allowed to construct and operate parking in City right-of-way, must enter into a license agreement to construct & maintain the parking.



Staff Recommendation

- Staff recommends approving the license agreement, as it will add to public parking in the Original Town area and the Public Works Department won't need to maintain the public parking.



License Agreement, Page 4

CITY OF KYLE
LICENSE AGREEMENT FOR
ON-STREET PARKING AT
213 S. OLD HIGHWAY 81

THE CITY OF KYLE, a political subdivision of the State of Texas (the “City”), and Rachel Guerrero or its assigns (“Licensee”), enter into this License Agreement (“Agreement”) on this the ____ day of October, 2023, (the “Effective Date”) upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT.

A. The City hereby grants to Licensee permission to use the licensed property for the following purposes only:

Licensee is authorized to construct, place, install, and maintain parking along the streets, and in the locations, shown in the attached Exhibit A (the “Licensed Property”). The parking shall be installed in accordance with good engineering practices, this Agreement, construction plans approved by the City Engineer, other agreement between the parties, and applicable local, state, and federal regulations, including the City’s subdivision ordinance (the “Parking”).

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

B. Licensee agrees that:

1. all construction, placement, installation and maintenance permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal, laws, ordinances, regulations, and policies now existing or later adopted, including the City’s subdivision ordinance;
2. Licensee will be responsible for all maintenance as required herein;
3. that all installation of the Parking will be completed in a timely manner without delay;
4. construction and installation performed by the Licensee under this Agreement shall be done in accordance with any plans filed with and approved by the City;
5. a letter of credit guaranteeing design and placement of the Parking and restoration of the Licensed Property to substantially the same condition that existed prior to construction of the Parking in an amount required by the City Engineer and a form approved by the City Attorney shall be filed with the City prior to initiating construction of the Parking;
6. the Parking will be dedicated to the City if the City ever requests the same; and
7. Licensee will abide by all terms of this agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this Agreement.

III. CITY'S RIGHTS TO LICENSED PROPERTY.

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

B. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the Licensed Property, or the Parking. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit, in any way, the power of the City to alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the City or its successors.

C. Notwithstanding any provision in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety as determined by the governing body.

D. If any utilities under the Licensed Property require maintenance or repair, the City may, without notice to Licensee, evacuate the surface to conduct such repairs. In that instance, the City will not be responsible for returning the property to its state prior to the maintenance or repair. Licensee will be responsible for replacing the asphalt, concrete, other surface materials, landscaping, painting and any impacted signage.

IV. INSURANCE.

A. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than one million and No/100 Dollars (\$1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement and to the installation of the Parking. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each policy or a certificate of insurance evidencing such coverage shall be delivered to the City within thirty (30) days from the Effective Date of this Agreement.

B. So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or

otherwise limited until thirty (30) days after the City has received written notice as evidenced by a return receipt of registered or certified mail with a courtesy copy emailed to the then current City Engineer.

C. Licensee shall, at its sole expense, cause the contractor that installs the Improvements to carry insurance coverage that complies with Section IV.A. above, provided that the combined single limit of the policy shall not be less than \$1,000,000.00. Such insurance coverage shall include the City as an additional insured and shall cover all perils arising from the activities of Licensee, the contractor, their respective officers, employees, agents, or contractors, relative to constructing and installing the Parking, or otherwise related to the Parking and the licensed property. Such insurance shall be in full force and effect for the duration of the construction of the Parking. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City before the Licensee or the contractor begins work on construction of the Parking.

V. INDEMNIFICATION.

A. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments and expenses, including attorney's fees, or other liability for personal injury, death or damage to any person or property which is directly caused by Licensee's construction and location of the Parking on the Licensed Property, or Licensee's actions or inactions in maintaining the Parking located on the Licensed Property, or the actions or inactions of Licensee's agents, employees, contractors, or officers. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the City shall have been, or is entitled to be compensated by insurance provided under Article IV above, or (ii) which are proximately caused by the negligent or willful acts of the City, its agents, employees or contractors; provided, however, that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

B. Licensee shall further, in Licensee's written agreement with the contractor, cause the contractor to indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the construction or installation of the Improvements or use of the licensed property. A copy of such executed agreement shall be delivered to the City before the Licensee or contractor begins work on the construction of the Parking.

VI. CONDITIONS.

A. Licensee's Responsibilities.

1. Licensee will be responsible for any damage to, repair of or relocation of Parking

located within the Licensed Property until such time that the City accepts the Parking. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee. Licensee shall maintain the Parking in good repair and appearance. Licensee shall restore the Licensed Property to substantially the same condition that existed prior to the construction and installation of the Parking, and doing so shall be a condition of the City accepting the Parking.

2. Licensee shall ensure that each contractor and subcontractor, employee, agent or assign constructing, installing, modifying, repairing, or maintaining the Improvements shall safeguard and protect the public on or using the property adjacent to where the work is being performed, from accidents, injury or damage, by placing barriers, lights and other sufficient safeguards, including a watchman, if necessary, around all cuts, openings, excavations, installation sight and materials, implements and tools upon the premises used in connection with the construction activity. Licensee shall further comply with any conditions required by the City to minimize hazards to persons during construction of the Parking.

3. Licensee shall carefully guard or cause to be guarded any hole, trench, excavation, mound, embankment, installation or other obstruction while the same may exist while constructing or installing Parking and shall not to suffer the same to remain there beyond a time reasonably sufficient for the completion of the construction activity.

B. Maintenance. Licensee is responsible for maintenance on the Licensed Property including, but not limited to, striping, cracks, potholes, asphalt/concrete repair and replacement, curbs, sidewalks, street signage, and landscaping in improved areas.

C. Default. In the event that Licensee fails to install or construct Parking in accordance with this Agreement or applicable local, state or federal regulations or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 30-day period, the City may perform the work or contract for the completion of the work and the City may terminate this Agreement. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs and expenses incurred by the City in completing the work.

VII. COMMENCEMENT; TERM. This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement and continue thereafter unless or until terminated by the City.

VIII. TERMINATION.

A. Termination by City. This Agreement may be revoked at any time by resolution of the City Council of the City of Kyle if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the City and deemed to be in the public interest if:

1. The licensed improvements, or a portion of them, materially interfere with the functionality of the City's right-of-way;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The licensed improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such improvements;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein, after notice and opportunity to cure, as required herein.
6. Licensee fails to construct the Parking within the timeframes required by applicable City ordinances or any agreements with the City;

If Licensee abandons or fails to maintain the Licensed Property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all improvements within the Licensed Property. Removal of the Parking may result in Licensee being in non-compliance with other agreements.

IX. APPLICATION OF LAW. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

X. SPECIFIC PERFORMANCE. If either party materially breaches the terms of this Agreement, such material breach shall be an event of default. In that event, the non-defaulting party to this Agreement may pursue the remedy of specific performance.

XI. VENUE. Venue for all lawsuits concerning this Agreement will be in Hays County, Texas.

XII. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT. This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XIII. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer. Licensee duties under this Agreement are not terminated by Licensee's sale of its interest in the Licensed Property or adjacent properties. Licensee's duties under this Agreement are terminated upon assignment of the duties to another party.

XIV. EMINENT DOMAIN. If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall not be entitled to retain any monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

XV. Statutory Verifications.

- A. Anti-Boycott Verification. 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 2271 of the Texas Government Code, and subject to applicable Federal law, Licensee represents that neither Licensee nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Licensee (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. Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Licensee represents that Licensee nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Licensee is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- C. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, the Licensee 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" 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.

- D. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, the Licensee 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 during the term of this Agreement against a firearm entity or firearm trade association. 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, (a) 'discriminate against a firearm entity or firearm trade association' 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 (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) 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. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., 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 (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a 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.

- E. Affiliates. As used in Sections 11.17 – 11.20 hereof, the Licensee understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Licensee within the meaning of SEC Rule 405, 17 C.F.R. Section 230.405, and exists to make a profit.

XVI. NOTICES. All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

To City At:

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

with a copy to:

with a copy to:

Paige Saenz
Knight Law Firm
223 W. Anderson St., Suite A-105
Austin, Texas 78752

or to such other addresses which either party may so designate by sending notice as aforesaid.

ACCEPTED, this the _____ day of _____, 20__.

LICENSOR: City of Kyle

By: _____

Name: _____

Title: Mayor

LICENSEE:

By: Rachel Guerrero

Name: Rachel Guerrero

Title: Property Owner

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 20__, by _____, Mayor, City of Kyle, Texas, on behalf of the City.

Notary Public - State of Texas

THE STATE OF TEXAS

§

§

COUNTY OF HAYS §

This instrument was acknowledged before me on this the 27TH day of SEPTEMBER 2023, by _____, as _____ of _____, on behalf of said entity.

Gustavo Guerrero
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

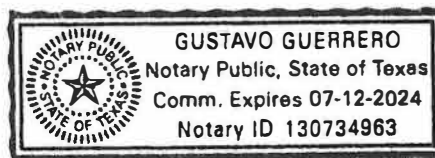
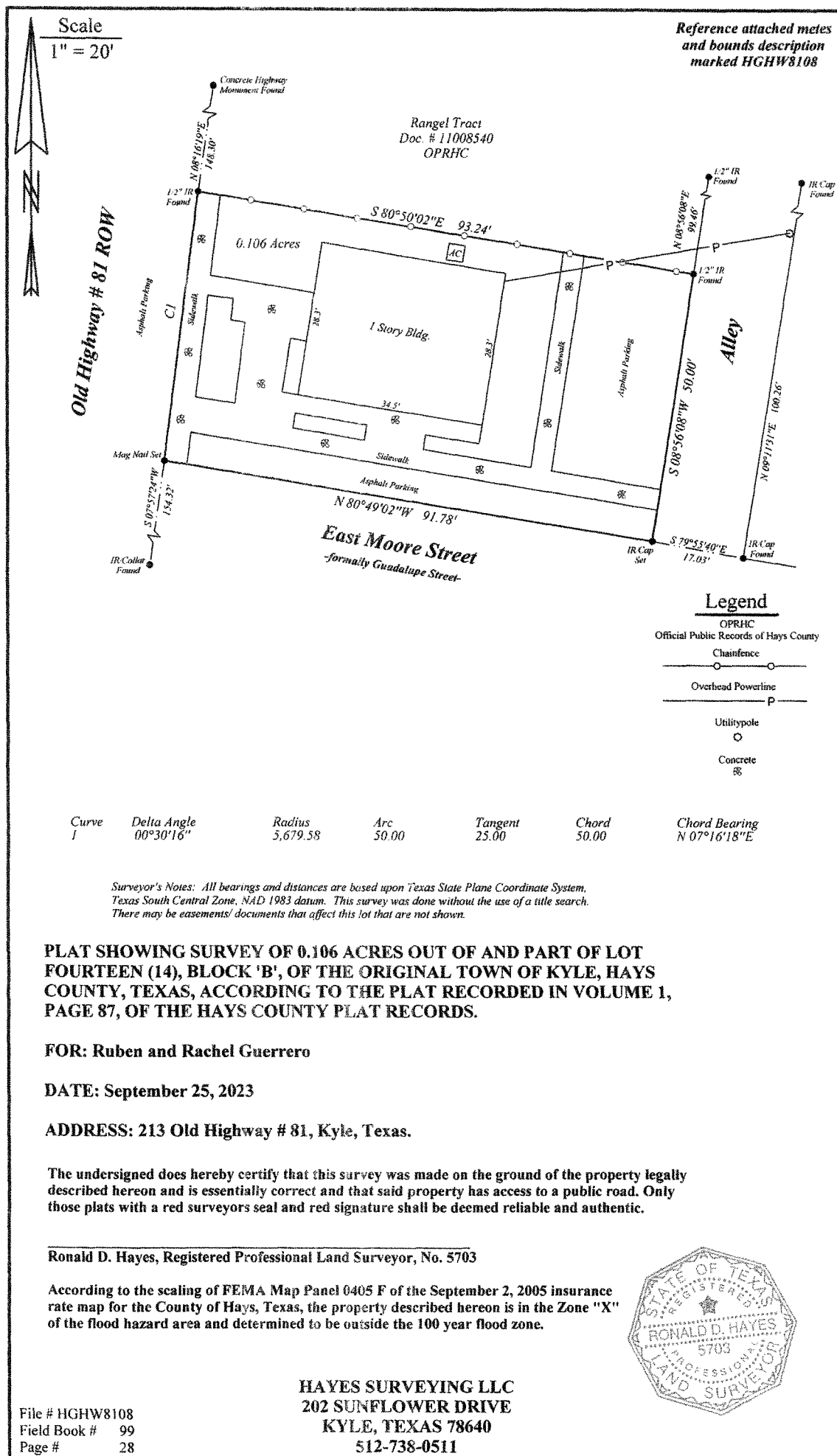


EXHIBIT A

Licensed Property



HAYES SURVEYING LLC

202 SUNFLOWER DRIVE
KYLE, TEXAS 78640
512-738-0511

METES & BOUNDS DESCRIPTION FOR 0.106 ACRES

A tract of land containing 0.106 acres out of and part of Lot Fourteen (14), Block 'B' of the Original Town of Kyle, Hays County, Texas according to the plat recorded in Volume 1, Page 87 of the Hays County Plat Records, and being all of Lot 14, less and except that portion conveyed to the State of Texas for right-of-way expansion, said 0.106 acres being surveyed by Hayes Surveying in September of 2023 and being more particularly described as follows;

BEGINNING at a ½" iron rod found in the west right-of-way of an alley as shown on the recorded plat for the northeast corner of Lot 14, the northeast corner of this tract, the southeast corner of Lot 13, Block B and the southeast corner of the Rangel Tract as conveyed in Document # 11008540 of the Official Public Records of Hays County, from which for reference a ½" iron rod found bears N 08° 56' 08" E, a distance of 99.46 feet;

THENCE S 08° 56' 08" W, a distance of 50.00 feet to an iron rod with a plastic cap set in the north right-of-way of East Moore Street, formally Guadalupe Street, for the southeast corner of Lot 14 and the southeast corner of this tract, from which for reference an iron rod with a plastic cap bears S 79° 55' 40" E, a distance of 17.03 feet;

THENCE N 80° 49' 02" W, along the East Moore Street right-of-way, a distance of 91.78 feet to a Mag Nail set at the intersection of the north right-of-way of East Moore Street with the curving right-of-way of the Old Highway # 81 for the southwest corner of this tract, from which for reference an iron rod with a plastic collar found bears S 07° 57' 24" W, a distance of 154.32 feet;

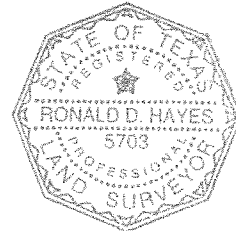
THENCE along the right-of-way and a curve to the right with a radius of 5,679.58 feet, a chord bearing of N 07° 16' 18" E, and a chord distance of 50.00 feet to a ½" iron rod found for the northwest corner of this tract and the southwest corner of the Rangel Tract, from which for reference a Concrete Highway Monument bears N 08° 16' 19" E, a distance of 148.30 feet;

THENCE S 80° 50' 02" E, leaving the right-of-way, a distance of 93.24 feet to the POINT OF BEGINNING, containing 0.106 acres.

All bearings and distances are based upon Texas State Plane Coordinate System, Texas South Central Zone, NAD 1983 datum.

This is to certify that this description of land represents an actual survey made on the ground under my supervision in September of 2023. Only those documents with a red surveyor's signature and an accompanying red surveyor's seal shall be deemed reliable and authentic. Reference the sketch marked File # HGHW8108.

Ronald D. Hayes, Registered Professional Land Surveyor, No. 5703





CITY OF KYLE, TEXAS

Approve Task Order No. 6 – Pape-Dawson Consulting Engineers, LLC

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 6 to Pape-Dawson Consulting Engineers, LLC in the amount not to exceed \$450,567.75 for development of a final design schematic of the intersection of Jack C Hays Trail and Veterans Drive and the reconstruction of Jack C Hays Trail from Veterans Drive to 1200 ft east of Veterans Drive. ~ *Joe Cantalupo, K Friese & Associates, City's 2022 Road Bond Program Manager*

Other Information: Traffic analysis has determined that improvements to Jack C Hays north of the intersection are required for the intersection to operate at an acceptable level of service (LOS C) under future traffic demands. This task order is for the development of the final schematic for the intersection and the reconstruction of Jack C Hays Trail.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ City Council Regular Meeting Staff Report 10_17
- ☐ Council Presentation
- ☐ Task Order 6_Partially Executed



City Council Regular Meeting

DEPARTMENT: Office of the City Manager

FROM: Joe Cantalupo, K Friese + Associates

MEETING: Council Regular Meeting, October 17, 2023

SUBJECT:

Item A (Windy Hill Road): Approve Task Order No. 3 – Lockwood, Andrews, & Newnam, Inc.

Item B (Jack C Hays Trail): Approve Task Order No. 6 – Pape-Dawson Consulting Engineers, LLC

SUMMARY:

Item A (Windy Hill Road): The Texas Historical Commission (THC) is requiring a cultural resources survey for the project, which was not included in the original scope of work. The fee for this task order is \$23,535, and includes consulting with THC, performing the cultural resources survey, reporting and curation of the findings, and coordination and management of any subconsultants as outlined in the Task Order No. 3.

Item B (Jack C Hays Trail): Traffic analysis has determined that improvements to Jack C Hays north of the intersection are required for the intersection to operate at an acceptable level of service (LOS C) under future traffic demands. This task order includes development of the final schematic for the intersection and the reconstruction of Jack C Hays Trail. The fee for these tasks is in the amount of \$450,567.75.

OPTIONS:

Item A (Windy Hill Road): Approve or fail to approve task order.

Item B (Jack C Hays Trail): Approve or fail to approve task order.

RECOMMENDATION:

Item A (Windy Hill Road): Approval of task order.

Item B (Jack C Hays Trail): Approval of task order.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Item A (Windy Hill Road): Approval of Task Order No. 2 to Lockwood, Andrews, & Newnam, Inc. in the amount of \$631,347.90.

Item B (Jack C Hays Trail): Council Input at executive session on September 19, recommended moving forward with the TxDOT cross section and further analysis of the impacts to the schedule and cost of the Center St. bond project. Prior approval of Task Order No. 5 to Pape-Dawson Consulting Engineers, LLC in the amount of \$488,657.77



FISCAL IMPACT:

Item A (Windy Hill Road): Task Order No. 3 is in the amount of \$23,535.

Item B (Jack C Hays Trail): Task Order No. 6 is in the amount of \$450,567.75.

STAFF CONTACT:

Name: Bryan Langley

Title: City Manager

blangley@cityofkyle.gov

Kyle Road Bond

Council Action Needed

Office of the City Manager | October 17, 2023



Windy Hill: Task Order for Consideration

- Approve Task Order No. 3 to Lockwood, Andrews, & Newnam, Inc., in the amount not to exceed \$23,535 for environmental services relating to the Windy Hill Road project.

Council Action Needed | 2

Task Order Scope

- Texas Historical Commission (THC) is requiring a cultural resources survey for the project (not included in original scope of work)

Council Action Needed | 3

Considerations

- Task Order fee can be covered by the original contingency for the Windy Hill projects.

Council Action Needed | 4

Jack C Hays: Task Order for Consideration

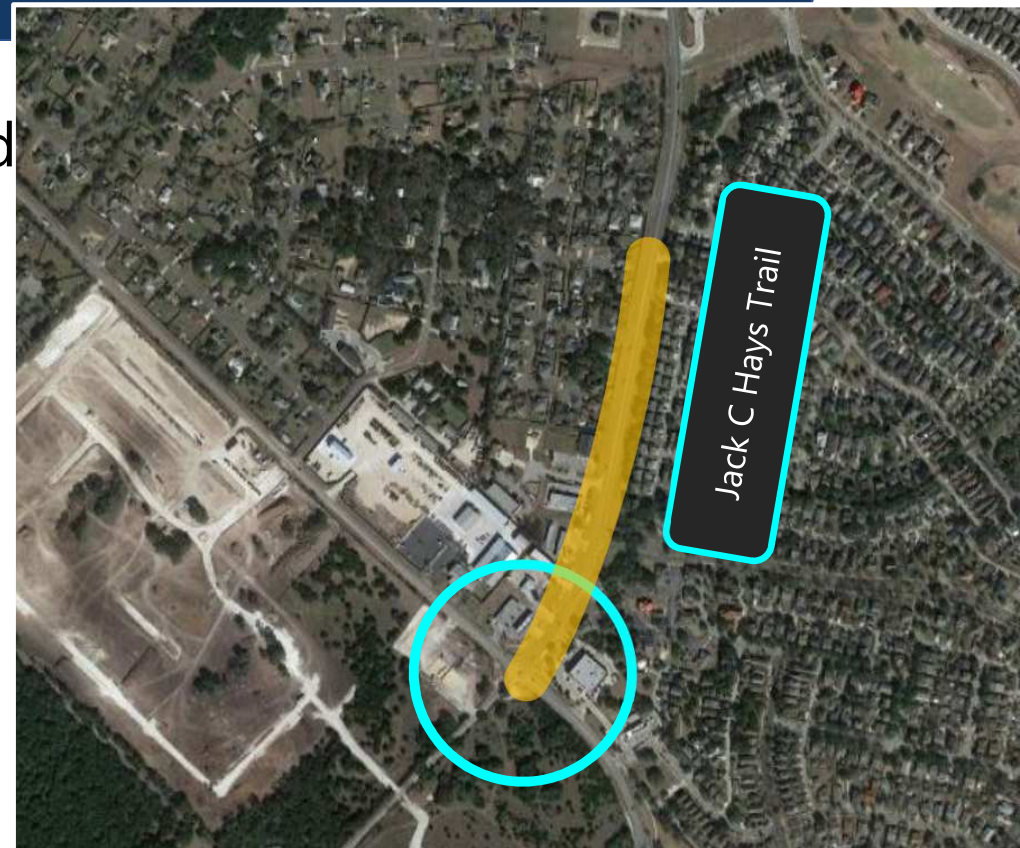
- Approve Task Order No. 6 to Pape-Dawson Consulting Engineers, LLC, in the amount not to exceed \$450,567.75 for development of a final design schematic for the intersection of Jack C Hays Trail and Veterans Drive and the reconstruction of Jack C Hays Trail from Veterans Drive to 1200 ft east of Veterans Drive.

Council Action Needed | 5

Jack C Hays Improvements

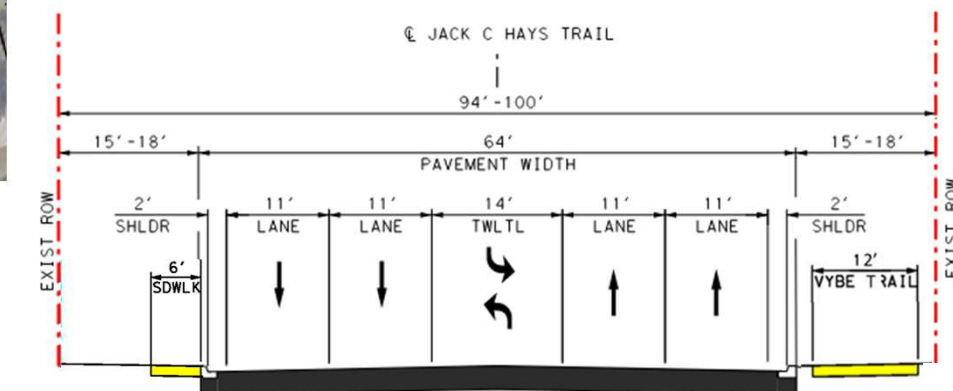
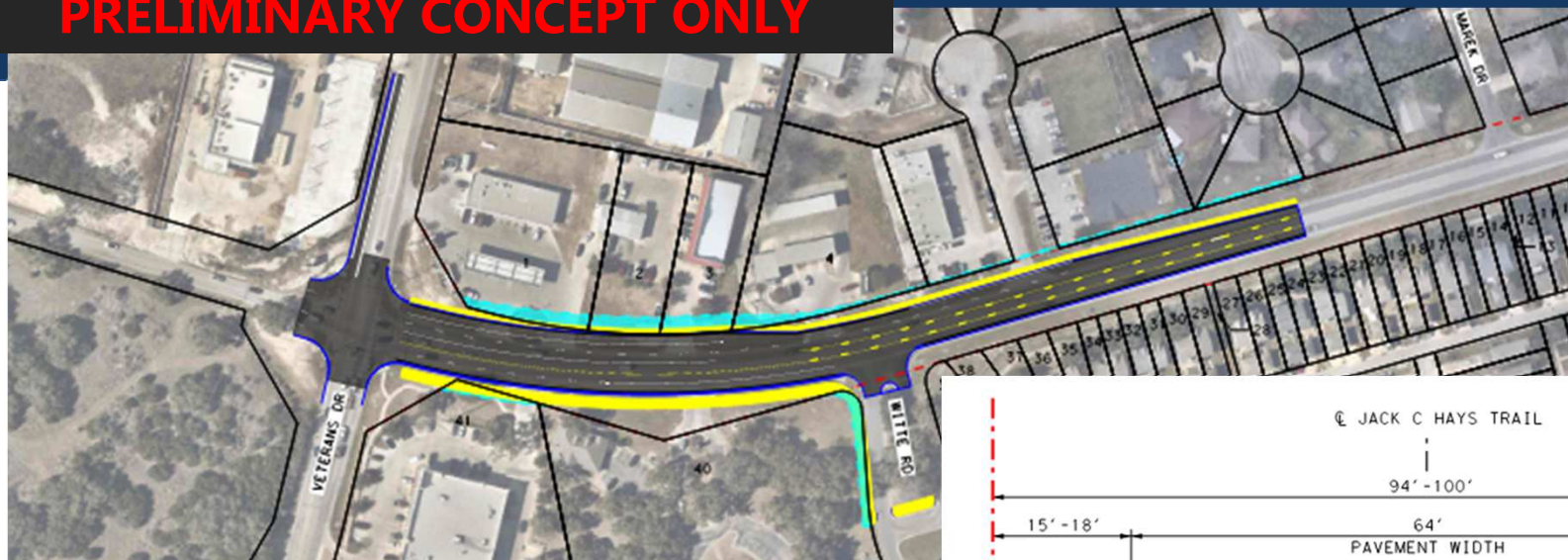
Traffic analysis has determined that improvements to Jack C Hays north of the intersection are required for the intersection to operate at an acceptable level of service (LOS C) under future traffic demands.

Council Action Needed | 6



Jack C Hays Improvements

PRELIMINARY CONCEPT ONLY



JACK C HAYS TRAIL

TxDOT Minimum Typical Section

Council Action Needed | 7

Considerations

- This task order covers schematic design, no construction phase services.
- Design fees can be covered by the original contingency for the Center St. project
- Another funding source will be required for the construction of the project.

Council Action Needed | 8

TASK ORDER NO. 6

This Task Order is issued pursuant to that Professional Services Agreement (Agreement) between the City of KYLE, Texas (Owner) and Pape-Dawson (Professional) effective September 23, 2020 and constitutes authorization by Owner for Professional to proceed with the following described engineering design services.

Construction and Engineering Design Services

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide professional construction and engineering design services (Services) for the Owner based on the scope of services listed below in Attachment A. Professional services may include performing preliminary engineering and planning; generating plans, specifications, and estimates; researching, analyzing, and providing technical recommendations; and providing general consulting services in the areas identified herein.

B. SCOPE OF SERVICES AND DELIVERABLES

Pursuant to the Agreement, this Task Order authorizes Professional to perform the Services shown in Attachment A.

C. BASIS OF COMPENSATION

The total compensation for the Services shall be based on the hourly rates as defined in Compensation Table provided on page 3 of this document, and on the corresponding rates and hours in the Fee Estimate attached as Attachment B. Attachment B shall use the template provided by the Owner. Owner will make payments to Professional for performing the Services described on a monthly billing basis in accordance with monthly statements submitted by the Professional and approved by Owner. Final payment shall be due upon completion of the Services described.

D. TIME FOR COMPLETION

Professional will work expeditiously to complete the Services described herein by February 25, 2024.

Pape-Dawson Consulting Engineers, LLC shall begin work as soon as authorized in this Task Order No. 6.

APPROVED:

CITY OF KYLE, TEXAS

By _____

Title: City Manager

Attest _____

Date _____

ACCEPTED:

PAPE-DAWSON CONSULTING ENGINEERS, LLC

By  _____

Title Sr. Vice President

Attest  _____

Date September 6, 2023

COMPENSATION

Compensation for the services provided pursuant to the Professional Services Agreement between the City of Kyle and Pape-Dawson Consulting Engineers, LLC executed the 23rd day of September 2020 will be paid on a lump sum basis and calculated based on the amounts reflected below.

Pape-Dawson Consulting Engineers, LLC

Professional Staff	Hourly Bill Rate
Vice President	\$375.00
Senior Project Manager	\$350.00
Project Manager	\$280.00
Project Engineer	\$200.00
E.I.T. / Designer	\$150.00
Intern	\$100.00
Survey Manager	\$320.00
Project Surveyor	\$250.00
S.I.T. / Survey Technician	\$165.00
Survey Crew (4 person)	\$310.00
Survey Crew (3 person)	\$255.00
GIS Technician	\$120.00
Administrative Assistant	\$130.00

Raba Kistner

Professional Staff	Hourly Bill Rate
Admin	\$70.00
Engr. Tech	\$100.00
Sr. Engr. Tech	\$110.00
EIT	\$135.00
Engineer	\$165.00
Senior Engineer	\$185.00
Project Manager	\$195.00
Principal	\$220.00

Binkley & Barfield

Professional Staff	Hourly Bill Rate
Admin	\$70.00
CAD Operator	\$100.00
Sr. Engr. Tech	\$110.00
Designer	\$135.00
Engineer in Training	\$165.00
Project Engineer	\$185.00
Project Manager	\$195.00
Sr. Project Manager	\$220.00

ATTACHMENT A
TASK ORDER NO. 6 (SCHEMATIC PHASE)

SERVICES TO BE PROVIDED BY THE ENGINEER

Pape Dawson Consulting Engineers, LLC (Engineer) will provide staff to support the City of KYLE (Owner) with general construction and engineering support services for the construction of the intersection of Jack C Hays Trail and Veterans Drive and the reconstruction of Jack C Hays Trail from Veterans Blvd to 1200-feet east of the Veterans Drive. The Owner also includes the City's General Engineering Consultant (GEC), K Friese & Associates, Inc., which the Owner has secured to act on its behalf as an Owner's Representative. The Engineer is required to coordinate with the GEC for completion of this work. Specific tasks may include, but are not limited to, the following:

The work to be performed by the Engineer shall consist of providing preliminary engineering services for the development of a final design schematic. These services may include, but are not limited to, preparing a design schematic, environmental documents/studies in support of the schematic work, public involvement support, permit procurement, data collection analysis, mitigation and remediation, monitoring, drainage, conceptual traffic control, traffic studies, traffic signal warrants, 3-D modeling, surveying and mapping, subsurface utility engineering (SUE), environmental clearance, utility coordination, storm drain design, bridge design, and cross sections.

The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established in the task order. The Engineer shall submit a written progress report to the Owner monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for the month, and the estimated work to be accomplished for the coming month. The progress report will use a bar chart diagram to indicate the percentage complete of each task shown on the previous report and the percentage complete of each task. The Engineer is required to meet with the designated Owner project manager and environmental coordinator bi-weekly for progress tracking purposes unless prior agreement is made with Owner not to hold a scheduled meeting. The Engineer shall submit minutes of the meeting, summarizing the events of the meeting within seven calendar days after each meeting.

The Engineer shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the design schematic, survey, ROW Mapping, and the environmental documents by Owner personnel. The Engineer shall present the work schedule to the Owner for review and acceptance and provide assistance in interpreting the proposed work schedule.

GENERAL REQUIREMENTS

1.1. Design Criteria.

Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable Owner's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include:

- Kyle Connected 2040 Transportation Master Plan (2015)

- Kyle Transportation Master Plan Update (2021)
- The Vybe Kyle: Trail-Oriented Development (2021)
- Kyle Drainage Master Plan (2018)
- City of Kyle Roundabout Ordinance #1162 (2021)
- City of Kyle standard detail sheets and general construction notes
- Texas Department of Transportation (TxDOT) PS&E Preparation Manual
- TxDOT Roadway Design Manual
- TxDOT Hydraulic Design Manual
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
- Other Owner approved manuals
- TxDOT ROW Acquisition Manual
- TxDOT Utilities Manual
- Texas Transportation Administrative Code – Utility Accommodation
- City of Austin Utility Criteria Manual
- City of Kyle utility standards
- Texas Commission on Environmental Quality (TCEQ)

When design criteria are not identified in Owner's manuals or TxDOT criteria, or if conflicting guidance is found, the Engineer shall notify the Owner and refer to City of Austin policies and the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Street (latest Edition).

The Engineer shall use applicable standards and guidance to tailor the Design Summary Report (DSR) template (provided by the City) to their project. The Engineer shall obtain approval from the City on all information contained in the DSR prior to schematic development.

The Engineer shall identify, prepare exhibits, and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 50% project completion submittal. The Engineer shall submit each exception and waiver to the Owner for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the Owner in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

The Engineer shall prepare a design time schedule and an estimated construction contract time schedule, using the latest version of MS Project, Primavera, or any Owner approved programs. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The Engineer shall provide assistance to Owner's personnel in interpreting the schedules. The Engineer shall schedule milestone submittals at 50%, 90% and final project completion phases unless directed by Owner otherwise. The Engineer shall advise the Owner in writing if the Engineer is not able to meet the scheduled milestone review date.

Once the schematic has been completed and accepted by the Owner, the Engineer shall deliver all electronic files to the Owner within 30 calendar days of Owner's written request.

Milestone submittals shall include, but shall not be limited to, the following to be considered complete:

1. 50%
 - Design Summary Report (DSR)
 - Draft Schematic of preferred alternative using border file provided by the Owner for the Kyle 2022 Road Bond Program
 - Cross Sections on 11X17 sheets
 - Draft Drainage Report
 - Draft Traffic Study (or Studies) including roundabout and/or traffic signal studies/warrants
 - Draft Traffic Control Layout
 - Draft Geotechnical Report
 - Draft Environmental Documents
 - Construction Cost Estimate
 - ROW Cost Estimate
 - Utility Conflict Matrix
 - Utility Relocation Cost Estimate including compensable and non-compensable subtotals
2. 90%
 - All 50% items with review comments addressed
 - Comment resolution matrix
 - Draft ROW Acquisition Documents
 - Final versions of 50% items
3. Final
 - All 90% items with review comments addressed
 - Comment resolution matrix
 - Final signed and sealed versions of 90% items

Submittals shall be provided electronically to the Owner using the Procore platform.

1.2. Right-of-Entry. The Engineer shall notify the Owner and secure permission to enter private property to perform any surveying, environmental, engineering, or geotechnical activities needed off Owner right-of-way. In pursuance of the Owner's policy with the general public, the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the Owner prior to each entry.

1.3. Progress Reporting and Invoicing. The Engineer shall invoice according to Function Code breakdowns shown in Attachment "A" of the Professional Services Agreement and Attachment "B" - Fee Schedule, of the Task Order. The Engineer shall submit each invoice in a format acceptable to the Owner.

The Engineer shall complete the services according to the milestone work schedule established in the task order. With each invoice the Engineer shall submit a monthly written progress report to the Owner's Project Manager regardless of whether the Engineer is invoicing for that month. Requirements for progress reports are included in Sections 145.2.b. and 145.2.c. of this scope of services.

The Engineer is required to meet with the designated Owner project manager or environmental

coordinator bi-weekly for progress tracking purposes unless prior written agreement is made with Owner not to hold a meeting in any given month. The Engineer shall submit minutes of the meeting summarizing the events of the meeting within five (5) business days after each meeting.

The Engineer shall prepare a project work schedule, using the latest version of Microsoft Project or Primavera software or another scheduling program approved by the Owner in writing. Requirements for schedules are included in Section 145.2.b. of this scope of services.

Condition precedents to final payment by the Owner are the Owner's receipt of all electronic files and confirmation by the Owner's Project Manager that (1) the electronic files can be opened and are usable by the Owner utilizing the Owner-owned version of the intended software, and (2) all of the Owner's review comments have been addressed.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the Owner. At a minimum, the letter of transmittal must include the project name, project limits, Owner's contract number, and Owner's task order number.

1.4. Traffic Control. The Engineer shall provide all planning, labor, and equipment to develop and to execute each Traffic Control Plan (TCP) needed by the Engineer to perform services under each task order. The Engineer shall comply with the requirements of the most recent edition of the TMUTCD. The Engineer shall submit a copy of each TCP to the Owner for approval prior commencing any work on any Owner roadway. The Engineer shall provide all signs, flags, and safety equipment needed to execute the approved TCP. The Engineer shall notify the Owner in writing five (5) days (in advance of executing each TCP requiring a lane closure and shall have received written concurrence from the Owner prior to beginning the lane closure. The Engineer's field crew shall always possess a copy of the approved TCP on the job site and shall make the TCP available to the Owner for inspection upon request. The Engineer shall assign charges for any required traffic control to the applicable function code. The Owner requires Public Notice of lane and Road closure 7 days in advance of closure through use of message boards, thus notice to Owner would need to be about 10 days prior of closure.

1.5. State-Controlled Waters. The placement of a new structure or modification of an existing structure(s) within State-Controlled waters will require confirmation that said structure(s) lie within the General Land Office (GLO) state owned land and whether the crossing is tidally influenced or not. Consequently, the Engineer shall request, as early in the design process as possible, that the State determine whether the proposed improvements are found within the tidal GLO, is a submerged GLO property or a non-tidal GLO property. The Owner may request assistance from the Engineer to prepare an exhibit demonstrating the location of the proposed improvements on the GLO State Owned Map for the project location.

1.6. Coordination. The Engineer shall coordinate issues and communications with Owner's internal departments through the Owner's Project Manager. The Owner will communicate the resolution of issues and provide the Engineer direction through the Owner's Project Manager.

Where applicable, the Engineer shall notify the Owner and coordinate with adjacent engineers and surveyors on all controls at project interfaces. The Engineer shall document the coordination effort, and each engineer must provide written concurrence regarding the agreed project controls and interfaces. In the event the Engineer and the other adjacent engineers are unable to agree, the Engineer shall meet jointly with the Owner and each adjacent engineer to resolve disagreements. If the engineers are unable to resolve an issue with the Owner as mediator, the Owner may decide the issue and the decision will be final.

The Engineer shall prepare each exhibit necessary for approval by each railroad, utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by the Owner. The Engineer shall notify the Owner in writing prior to beginning any work on any outside agency's exhibit.

1.7. Level of Effort. For each task order, the Engineer shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the Owner, the Engineer shall provide written justification regarding whether or not additional or repeated level of effort of earlier completed work is warranted, or if additional detail will be better addressed at a later stage in the project development.

1.8. Quality Assurance (QA) and Quality Control (QC). The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The Owner's Project Manager may require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the Owner in advance, the Owner, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

The Engineer shall perform QA and QC on all survey procedures, field surveys, data, and products prior to delivery to the Owner. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the Owner that the submittal contains errors, omissions, or inconsistencies, the Owner may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

1.11. Organization of Design Project Folder and Files (Electronic Project Files). The Engineer shall organize the electronic project files in accordance with the Owner's File Management System (FMS) format. The Engineer shall maintain the project files in the Owner's file structure.

1.12. Personal Protective Equipment (PPE). The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

1.13. Data Classification. Unless otherwise clearly labeled or otherwise specifically excepted through a provision of this contract or its attachments, all data provided to or generated by the Engineer under this contract is considered public data for the purposes of applying the Owner's data security standards. The Engineer shall manage all data and work products according to the terms of the contract, including specifically Attachment I, Information Resources and Security Requirements.

TASK DESCRIPTIONS AND FUNCTION CODES

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

FUNCTION CODE 102(110) – FEASIBILITY STUDIES

ROUTE AND DESIGN STUDIES

The Engineer shall collect, review, and evaluate data described below. The Engineer shall notify the Owner in writing whenever the Engineer finds disagreement with the information or documents provided.

The Engineer shall finalize an alignment and proposed roadway schematic layout that includes projected traffic volumes, when available, and existing and proposed typical sections. The Engineer shall furnish Microsoft Office and MicroStation, GEOPAK, and OpenRoads computer generated media containing the roadway schematic layout to the Owner. All supporting attachments and exhibits must accompany the schematic layout. All MicroStation, GEOPAK, and OpenRoads computer generated files containing the roadway design schematic must be fully compatible with the software used by the Owner without further modification or conversion. The Engineer shall be required to convert files to AutoCAD if requested by the Owner.

The Engineer shall produce, obtain, review, and evaluate available existing and twenty-year projected traffic data for use in the preparation of the schematic design layout. The data must be utilized in accordance with the requirements for schematic development and consistent with the policies of the Owner.

The Engineer shall prepare preliminary drawings to identify any potential impacts and constraints within the project corridor, including impacts to the nature, cultural, and human environment. The potential impacts and constraints identified must include all existing and proposed utilities (both public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas. Any potential utility conflicts and structural impediments must be identified as such. The Engineer shall propose alternative alignments that avoid or minimize displacements and damages and prepare any additional attachments or exhibits required to illustrate a preferred alternative alignment. The Engineer shall assist the Owner with agency meetings during the development of the schematic design as requested by the Owner. If requested by the Owner, the Engineer shall assist the Owner with stakeholder meetings, public meetings, and a public hearing.

An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below. The Engineer shall prepare all designs in accordance with the latest version of:

- A. Kyle Connected 2040 Transportation Master Plan (2015)
- B. Kyle Transportation Master Plan Update (2021)
- C. The Vybe Kyle: Trail-Oriented Development (2021)
- D. Kyle Drainage Master Plan (2018)
- E. City of Kyle standard detail sheets and general construction notes
- F. Texas Department of Transportation (TxDOT) PS&E Preparation Manual
- G. TxDOT Roadway Design Manual
- H. TxDOT Hydraulic Design Manual

- I. Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- J. Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
- K. Other Owner approved manuals and guides.

When design criteria are not identified in Owner manuals or TxDOT criteria, or when conflicts are found, the Engineer shall notify the Owner and refer to City of Austin policies and the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition).

The design schematic horizontal layout must adhere to a design scale of 1 inch = 100 foot (or 1 inch = 200 foot, when directed by the Owner.) The Engineer shall develop the schematic layout, exhibits, and attachments in English units. All Microsoft Office, MicroStation, Keyhole Markup Language (KML), Keyhole Markup Language Zipped (KMZ), and Bentley OpenRoads computer graphic files furnished to the Owner must be uploaded to the Owner's file management system in their native format, which must be fully compatible with the programs currently used by the Owner. Schematics must follow TxDOT and Federal Highway Administration (FHWA) standards. The schematic must follow TxDOT's computer-aided design and drafting (CADD) standards. The Engineer shall submit the schematic as an original document, accompanied with an original MicroStation formatted graphics file. Final copies of the schematic design must be signed and sealed by a professional engineer licensed in the State of Texas.

110.1. Schematic Design Work Outline:

A. Develop Base Maps

The Engineer shall develop a schematic to include the intersection of Veterans Drive (FM 150) and Jack C Hays Trail (FM 2770). The Engineer shall develop the base maps to be used for the analysis and proposed schematic layout from existing construction and right of way (ROW) plans as available. The Engineer shall re-establish the existing centerline horizontal alignments for Veterans Drive and Jack C Hays Trail, identify existing ROW and easements, property owners, and the approximate location of major utilities based on a Subsurface Utility Engineering (SUE) in the preparation of base maps.

B. Planimetrics and Aerial Mapping

The Engineer shall obtain planimetrics, digital terrain modeling (DTM), and aerial photographs from the Owner, if available.

C. Analyze Existing Conditions

Using collected data and base maps, the Engineer shall develop an overall analysis of the existing conditions to develop the schematic design). The written analysis must include the following:

1. ROW and easement determination
2. Horizontal alignment
3. Vertical alignment
4. Pavement cross slopes and pavement type

5. Geotechnical testing
6. Sight distance
7. Large guide signs and roadside signing
8. Level of service
9. Safety (i.e., crash data)
10. Drainage

D. Schematic

The Engineer shall identify, analyze, and minimize potential adverse operational impacts, crash impacts, ROW impacts, environmental impacts, major utility conflicts, structural impediments, or exceptions to the Owner, State and FHWA design criteria. Schematics will be developed to the 50%, 90%, and 100% level of completion. Up to three (3) 50% schematic alternatives will be prepared for City and public review.

E. Deliverable Schematic

The Engineer shall evaluate and document the following in the analysis to optimize the design:

1. Efficient use of the allocated ROW
2. Control of access (COA) and driveway locations
3. Roadway and intersection geometry
4. Cross sections
5. Bicycle and pedestrian design
6. Drainage and hydraulic design
7. Water quality design
8. Stopping sight distance
9. Level of service
10. Safety
11. Traffic and signal operations
12. Construction, ROW, easement, and utility costs
13. Construction sequencing
14. Traffic control during construction
15. Roadside safety appurtenances
16. Large guide signage
17. Environmental mitigation (e.g., noise walls, storm water best management practices (BMPs))
18. Bridge layouts and clearance
19. Railroads (if applicable)
20. Accommodation of ultimate corridor configuration.
21. Accommodation of future cross street expansion as described in local thoroughfare plan (if applicable)
22. Avoidance of utility lines (if feasible)
23. Impact of construction delays from utility relocations

F. Project Management and Coordination

1. The Engineer shall direct and coordinate the various elements and activities associated with developing the design schematic.
2. Prepare the detailed graphic project work schedule indicating tasks, critical dates, milestones, deliverables, and Owner review requirements. The project work schedule must depict the order of the various tasks, milestones, and deliverables. The Engineer shall review the schedule monthly and provide updates regarding its progress on the schedule to the Owner.
3. Submit written monthly progress reports to the Owner.
4. The Engineer shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the Owner procedures.
5. Conduct site visits in both the AM and PM peak hour and develop a technical report that includes photographs outlining the findings and observations.

G. Data Collection and Field Reconnaissance

The Engineer shall collect, review, and evaluate data described below. The Engineer shall notify the Owner in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the Owner, including “as-built plans”, existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

The Engineer shall conduct field reconnaissance and collect data as necessary to complete the schematic design. Data must include the following information. Items 1 through 5 must be obtained from the Owner, if available. Items 6 through 13 must be obtained from other agencies as required.

1. Local major thoroughfare plan
2. Plat research for adjacent properties (if available)
3. Available corridor major investment studies
4. Design data from record drawings of existing and proposed facilities
5. Previously prepared drainage studies
6. Public and private utility information (It is necessary for the Engineer’s Surveyor to locate public and private utilities, even if the City has permits)
7. Existing and future design year traffic data

8. Historical crash data
9. Roadway inventory information, including the number of lanes, speed limits, pavement widths and rating, bridge widths and ratings, and ROW widths
10. Aerial photos, planimetric mapping, and DTM
11. Environmental data
12. Adopted land use maps and plans (if available)
13. Federal Emergency Management Agency (FEMA) flood boundary maps and flood insurance studies and models

H. Roadway Design Criteria

The Engineer shall develop the roadway design criteria based on the City of Kyle Transportation Master Plan Update (2021), TxDOT Roadway Design Manual and AASHTO Policy on Geometric Design of Highways and Streets guidelines. The design criteria must include the following roadway design elements: design speed, lane and shoulder widths, pavement structure and slopes, horizontal curvatures, horizontal and vertical clearances, range of vertical profile grades, and side slopes. If there is a discrepancy between the two sources, the Roadway Design Manual will govern unless otherwise directed by the Owner.

The Engineer shall prepare and submit preliminary design criteria to the Owner for review and approval and shall attend an initial kick-off meeting to establish and agree on fundamental aspects, basic features, concepts, and design criteria. This meeting will be coordinated with any adjacent roadway projects to ensure continuity with the design of the adjacent roadway projects.

110.2. Schematic Design – General Tasks

A. ROW Property Base Map

The Engineer shall obtain information on existing ROW, easements, and property information from as-built plans, ROW maps, and tax records. The Engineer shall prepare a base map depicting the information.

B. Typical Sections

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.

C. Environmental Constraints

The Engineer shall evaluate and document impacts to environmentally sensitive sites (as identified by the Engineer and verified by the Owner) during the schematic design process. Environmentally sensitive sites include natural, cultural, and the human environment. Examples are historic and archeological resources, burial grounds, neighborhood communities and residential areas, farmland, floodplains, wetlands, endangered species, rare habitats, wildlife corridors, wildlife crossings, parks and nature preserves, geologic features, undeveloped areas, and significant trees.

D. Drainage

The City of Kyle adopted the City of Austin DCM and ECM per the City of Kyle Code of Ordinances 41-134(a)(7). Distinctions from these codes are provided in the City of Kyle Drainage Design Criteria available on the City of Kyle website.

The Engineer shall evaluate and refine design to make the proposed project compatible with anticipated drainage projects identified in the City of Kyle Drainage Master Plan.

The Engineer shall use data from as-built plans and FEMA maps to locate drainage outfalls and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry.

All hydrologic studies shall be based on Atlas 14 rainfall. City of Kyle Drainage Criteria Table 5 of Attachment 1- COK for Intensity Duration Frequency (IDF) curve coefficients shall be used to replace City of Austin DCM Table 2-2A (zone 1), IDF curve coefficients.

The Engineer shall conduct a preliminary drainage study to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage study must (1) identify the impacts to abutting properties and the 100-year floodplain due to proposed highway improvements; (2) identify the water surface elevations for the 2, 10, 25, and 100-year storm events; (3) identify and locate outfalls; (4) provide drainage outfall descriptions; (5) provide overall drainage area map, sub-drainage area map, and storm water detention facilities; and provide a drainage study report identifying the results of the study. The drainage report, which must be signed and sealed by a professional engineer licensed in Texas, must include applicable hydrologic and hydraulic models (Geopak Drainage, HEC-RAS, HEC-HMS, XP-SWMM). The Engineer shall prepare a final drainage study in accordance with one or more of the following: City of Kyle Drainage Criteria, TxDOT Hydraulic Design Manual, local TxDOT district criteria, and any other specific guidance provided by the Owner. If requested by the Owner, the Engineer shall evaluate the adequacy of the existing drainage structures; otherwise, the Engineer shall not evaluate the adequacy of the existing drainage structures.

Water Quality Shall be provided in accordance with City of Kyle Code 41-134(a)(7). This water quality shall be designed in accordance with the latest version of the Texas Commission on Environmental Quality – Edwards Aquifer Technical Guidance Manual (TCEQ RG-348).

The Engineer shall design water quality Best Management Practices (BMP) in accordance with the latest editions of RG-348 – Complying with the Edwards Aquifer Rules Technical Guidance on Best Management Practices (July 2005); RG-348 Addendum Sheet (July 2012), or latest edition. As part of this work, the Engineer shall perform the following:

1. BMP analysis: The Engineer shall locate all BMPs previously permitted under the TCEQ Edwards Aquifer rules that might be impacted by the project. The Engineer shall determine the amount of total suspended solids (TSS) being treated under these permitted BMPs.
2. TSS load calculations: The Engineer shall develop TSS load calculations to determine the TSS amount required to be treated under the Edwards Aquifer rules. This calculation is based on the increase in the amount of impervious cover within the project area. The

Engineer will determine 80% of the increase in TSS load resulting from the development on the project.

3. TSS removal determination: The Engineer shall utilize the TCEQ calculation spreadsheet to determine the total amount of TSS removal required for the project.
4. Design coordination and water quality report: After the 30% submittal, the Engineer shall meet with the Owner to discuss the TSS removal required for the project and delineate the design approach for the water quality BMPs. As geometry allows, the Engineer shall first maximize treatment via features in the roadway section (vegetative filter strips and grassy swales). For all other permanent BMP treatment options, the Engineer shall coordinate with the Owner for preferred treatment options and determine any necessary drainage easements required for the water quality BMP. The Engineer shall identify and document BMP's in the schematic water quality report. The Engineer shall submit a draft schematic water quality report with the 60% submittal, and a final schematic water quality report with the 100% submittal. The Engineer shall provide cost estimates for the BMPs and necessary drainage easements.

E. ROW Requirements

The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, intelligent transportation system (ITS), and environmental constraints and mitigation requirements.

F. Design Exceptions

Design exceptions are not anticipated and shall not be included. If the Engineer determines a design exception is required, this service can be provided through a supplemental work authorization.

G. Traffic Data and Projections – **Excluded**

H. Traffic and Operational Analysis – **Excluded**

I. Safety Analysis - **Excluded**

J. Traffic Warrant Studies.

The Engineer shall prepare a traffic signal warrant study to support their recommendation for the continuous activation of an existing traffic signal or a proposed traffic signal based on projected volumes. Each warrant study must include addressing pedestrian signals along with obtaining both traffic and pedestrian counts. Signal warrant studies will be prepared for Veterans Drive/ Jack C Hays Trail.

The Engineer shall implement each proposed traffic signal improvement within existing Owner ROW unless otherwise approved by the Owner. The Engineer shall refer to latest version of the TMUTCD, Traffic Signal Manual, and the Owner and TxDOT's roadway and traffic standards for work performed for either temporary or permanent traffic signals. The Engineer shall develop and include a timing plan for each signal improvement.

K. Bicycle and Pedestrian Accommodations

For the intersection of Veterans Drive (FM 150) and Jack C Hays Trail (FM 2770), The Engineer shall comply with City of Kyle design criteria and planned improvements for bicycle and pedestrian accommodations, including the 2015 and 2021 Transportation Master Plans and The Vybe Kyle: Trail Oriented Development, and the United States Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations. The inclusion of bicycle and pedestrian facilities must be evaluated when the project is scoped.

110.4. Geometric Design Schematics

The Engineer shall develop geometric design schematics, lane arrangement, and anticipated ROW and easement impacts depicted on the conceptual schematics are approved. The Engineer shall use Bentley OpenRoads tools in performing this task. The geometric design schematics must include both a plan view and profile view.

A. The geometric schematic plan view must contain the following design elements:

1. Bentley OpenRoads calculated roadway alignments for mainlanes, general purpose lanes, ramps, direct connectors, bridges, HOV lanes, managed lanes, express lanes, collector distributor roads, frontage roads and cross streets at major intersections and grade separations.
2. Horizontal curve data shown in tabular format
3. Pavement edges, curb lines, sidewalks for all roadway improvements
4. Typical sections of existing and proposed roadways
5. Proposed retaining walls and sound walls
6. Proposed cross-drainage structures with outfall flow arrows and significant drainage features or waterways identified
7. Existing utilities and proposed utilities
8. Existing property lines and respective property ownership information
9. Existing ROW and easements
10. Proposed ROW and easements adequate for preparation of ROW maps
11. Existing and projected traffic volumes
12. Lane lines, shoulder lines, small signs, and direction of traffic flow arrows indicating the number of lanes on all roadways

B. The geometric schematic profile view must contain the following design elements:

1. Calculated profile grade and vertical curve data including "K" values for all curves and sight distance values for crest vertical curves on the mainlanes
2. Existing ground line profiles along the mainlanes
3. Anticipated cross-drainage structures with approximate inlet and outfall elevations
4. Proposed ditch grading (special grading), if it does not follow the typical section.
5. Approximate locations of existing and proposed major utility crossings
6. The calculated profile grade for frontage roads, connectors, ramps and cross streets will be shown on separate Supplemental Profile rolls

110.5. Cross-Sections

The Engineer shall use a Bentley 3D OpenRoads model to generate preliminary cross-sections at 50 feet intervals (unless otherwise directed by the Owner) and at culvert locations in conjunction with the geometric schematic. The Engineer shall determine earthwork volumes for use in the cost estimate. The Engineer shall prepare 11inch x17inch or roll plots of the cross-sections.

110.6. Retaining Walls

The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining wall as shown on the ultimate schematic. Preliminary retaining wall concepts shall not be shown on typical sections or cross sections.110.7. Renderings and Traffic Simulation

The Engineer shall not develop 3D exhibits or visualizations. If required, this can be added through a supplemental work authorization.

110.8. Preliminary Construction Sequence

The Engineer shall evaluate and document the requirements for construction staging and traffic control throughout the development of schematic design to ensure that the proposed design can be constructed.

The Engineer shall prepare a preliminary construction sequence roll plots in conjunction with the geometric design schematic depicting the phasing and traffic detours anticipated to safely convey traffic. The roll plots must demonstrate that adequate horizontal and vertical alignments are maintained, sufficient lane widths and shoulder widths or barrier offsets are feasible, and construction zones are adequate for constructability of all proposed features. Proposed construction detours must ensure that adequate superelevation is provided. The layouts must indicate how existing pedestrian and bicycle facilities are accommodated for each phase

110.13. Schematic Design Project Deliverables

In conjunction with the performance of the services included under Function Code 110 of this exhibit, the Engineer shall provide the following draft and final documents and associated electronic files as applicable:

- A. Draft and final copies of the agreed upon design criteria
- B. Draft and final copies of the traffic and operational analysis report and safety analysis report
- C. Draft copies of the preliminary drainage study
- D. Draft and final copies of the geometric schematic layouts on 11-inch x 17- inch cut sheets or rolls, as requested by the Owner
- E. Draft and final copies of the conceptual design schematics roll plots
- F. Draft and final copies of the geometric schematic layouts (1 inch = 100 feet)
- G. Draft and final copies of the design schematic profile rolls
- H. Draft and final copies of the design schematic cross-sections on 11-inch x 17-inch cut sheets or roll plot format, as requested by the Owner
- I. Copy of the preliminary cross-sections in a roll plot format or 11-inch x 17-inch format, as requested by the Owner
- J. Electronic 3D model copy of the preliminary cross-sections created using OpenRoads software

- K. Preliminary drainage study
- L. Electronic submittal of the hydrologic and hydraulic model digital files from the drainage study
- M. Copies of the preliminary construction sequence layouts in a roll plot or 11-inch x 17-inch format, as requested by the Owner
- N. Copies of the preliminary construction sequence typical sections in 11-inch x 17-inch format
- O. Electronic files shall be uploaded to the Owner's Procore file management system
- P. Traffic data schematics
- Q. Traffic projections methodology memo
- R. Average daily corridor traffic projections report
- S. Risk management plan
- T. Draft project management plan
- U. Final project management plan
- V. Line schematics with traffic data shown
- W. Documentation of public involvement activities
- X. Utility plan – electronic file in latest version of MicroStation fully compatible with OpenRoads civil design system
- Y. Design exception and design waiver documents
- Z. Draft hydraulic report for review and comment EE. Culvert hydraulic data sheets and preliminary culvert layouts
- AA. Electronic copy of the entire drainage report in PDF format, and computer files of hydrologic and hydraulic modeling with appropriate labeling of location, and submittal date
- BB. Geotechnical report
- CC. Cost estimates for each milestone submittal
- DD. KMZ or KML file of conceptual design schematic created from applicable DGN files for reviewing in Google Earth
- EE. Final schematic 3D model created using OpenRoads software
- FF. Draft and final copies of traffic analysis report

110.14. Preliminary Cost Estimates.

The Engineer shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The Engineer shall estimate the total project cost including preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering inspection (CEI).

110.16. Geotechnical Borings and Investigations.

The Engineer shall determine the location of proposed soil borings for bridge design, embankment settlement analysis, retaining walls, slope stability and along storm drain alignment in accordance with the latest edition of TxDOT's Geotechnical Manual. The Owner will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the Owner review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.

- A. The Engineer shall perform all geotechnical work in accordance with the latest version of TxDOT's Geotechnical Manual. All testing shall be performed in accordance with the latest

version of TxDOT's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of Owner and TxDOT procedures. All soil classification shall be done in accordance with the Unified Soil Classification System.

- B. If applicable, the Engineer shall perform any retaining wall analyses to include the settlement analysis. This analysis must include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the Engineer shall include allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.
- C. If applicable, the Engineer shall perform soil borings, rock coring, coring for pavement removal items, piezometric readings, testing and analysis to include slope stability analysis, settlement analysis, and foundation design recommendations for retaining walls, overhead sign structures, along proposed storm sewer alignments, bridges, embankments, and any temporary soil retaining systems. Engineers shall call 811 and the City of Kyle Public Works Department (512-262-3024) for utility information prior to digging. Traffic control is required for any work that is performed for geotechnical borings and investigations within the right-of-way limits.
- D. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, piezometer data, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables, and design capacity curves must be present for piling and drilled shaft foundation.
- E. If applicable, the Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.
- F. The Engineer shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with Owner and TxDOT standards.
- G. Foundation Studies: The Engineer shall coordinate with the Owner to determine the location of soil borings to be drilled along the retaining wall alignments. The soil borings shall extend a minimum of 35 feet below the footing elevation or deeper as soil conditions warrant. Spacing of soil borings shall not exceed 500 feet. The Engineer shall provide a boring layout for the Owner's review and comment.
- H. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website.

FUNCTION CODE 120(120) – SOCIAL/ECON/ENVIRON STUDIES

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

The environmental tasks below will be revised into the environmental technical reports and documentation for Task Order 5—Center Street (FM 150)(On-System)—to include the project area included in this scope.

120.1. Environmental Documentation Standards

Each environmental service provided by the Engineer must have a deliverable. Deliverables must summarize the methods used for the environmental services and the results achieved. The summary

of results must be sufficiently detailed to provide satisfactory basis for thorough review by the Owner and (where applicable) other agencies with regulatory oversight. All deliverables must meet regulatory requirements for legal sufficiency and adhere to the requirements for reports enumerated in the State's National Environmental Policy Act of 1969 (NEPA) Memorandum of Understanding (MOU).

A. Quality Assurance/Quality Control Review

For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on all supporting environmental documentation to determine whether documents conform with:

1. Current Environmental Compliance Toolkit guidance, documentation requirements, and templates published by TxDOT's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed.
2. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the Owner and applicable state or federal agencies; and
3. Guidelines contained in Improving the Quality of Environmental Documents, A Report of the Joint AASHTO/ACEC Committee in Cooperation with the Federal Highway Administration (May 2006) for:
 - a. Readability, and
 - b. Use of evidence and data in documents to support conclusions.

Upon request by the Owner, the Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff.

- B. The Engineer shall maintain the project environmental record in TxDOT's Environmental Compliance Oversight System (ECOS), including project review, completing the work development plan screens, uploading documents, and completing activities as assigned by the District.
- C. Deliverables must contain all data acquired during the environmental service and be written to be understood by the public in accordance with TxDOT's Environmental Toolkit guidance, documentation standards, and current guidelines, policies, and procedures.
- D. Electronic versions of each deliverable must be written in software that is fully compatible with the software currently used by the Owner and provided in the native format of the document for future use by the Owner. The Engineer shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format unless another format is specified. Each deliverable must be a single, searchable *.pdf file that mirrors the layout and appearance of the physical deliverable. The Engineer shall upload the electronic files to the Owner's Procore file management system in both the document's native format and the PDF format.
- E. When the environmental service is to apply for a permit (e.g., USCG permit or USACE permit), the Engineer shall submit all required documentation to the applicable regulatory agency and copy the Owner on all correspondence.
- F. Submission of Deliverables

1. Deliverables must consist of documentation to support a categorical exclusion (CE) determination, or the preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), as applicable. Technical reports and documentation must be prepared to support the applicable environmental classification (e.g. CE, EA, or EIS). Additionally, an Open-Ended list Categorical Exclusion Classification Request Form must be prepared to classify the project as an Open-Ended list CE, if needed.
 2. All deliverables must comply with all applicable state and federal environmental laws, regulations, procedures, and TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.
 3. On the cover page of any environmental documentation, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record:
"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by the City pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT."
- G. The Owner will provide the Owner's and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:
1. To include any Owner commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the transportation activity as specified by the State.
 2. To incorporate the results of public involvement and agency coordination.
 3. To reflect mitigation measures resulting from comments received or changes in the transportation activity; and
 4. To include with the revised document a comment response form (matrix) in the format requested by the Owner.
- H. The Engineer shall provide photographs and graphics that clearly depict details relevant to an evaluation of the project area. Comparable quality electronic photograph presentations must be at least 1200 x 1600-pixel resolution. The Owner can request images/graphics be provided in another format or quality.

Federal d-list Categorical Exclusion (CE) Environmental Clearances:

- A. The Engineer shall provide documentation for applicability under a CE and ensure that:
1. Prepare environmental documentation and complete ECOS management in accordance with TxDOT's Environmental Compliance Toolkits. Information needed for the TxDOT clearance is anticipated to be required only for the work in TxDOT ROW.
 2. Per TxDOT's Environmental Compliance Oversight System (ECOS), it is assumed a Work Plan Development (WPD) process would determine the appropriate technical documentation in support of and in compliance with the National Environmental Policy Act (NEPA).

3. All TxDOT environmental documentation would be performed in accordance with up-to-date Environmental Compliance Toolkits.

B. Minimum Deliverables:

1. Draft WPD 1 and 2
2. Final WPD 1 and 2

120.5. Environmental Technical Analyses and Documentation

A. Definition of technical analyses and documentation for environmental services

In general, technical analyses and documentation for environmental services might include a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

The Owner may determine what technical reports and documentation are necessary for any given project. The Engineer shall prepare all technical reports and documentation for the Owner with sufficient detail and clarity to support environmental determinations. All technical reports must be compliant with TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates. The environmental document must reference the technical reports.

Environmental technical reports and documentation must include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must use templates and documentation standards as applicable and include sufficient information to determine the significance of impacts.

B. Minimum Deliverables:

1. Draft technical analyses and documentation
2. Final technical analyses documentation
3. Environmental Public Involvement (23 CFR §771.111)

The Engineer shall provide public involvement activities, which might include preparation of data and analyses necessary before and during public involvement activities.

4. Community Impacts Analysis

The Engineer shall provide community impact analyses. Community impacts includes environmental justice, limited English proficiency, and other issues as addressed in TxDOT environmental guidance. The Engineer shall perform community impact assessments including environmental justice analysis in accordance with Attachment A, Article 38, Sections J and K of the contract. Community impact analyses might include:

- a. Community Impacts Assessment Technical Report Form; or
- b. Community Technical Report. The report must follow guidance provided in TxDOT's Community Impacts Assessment Toolkit. The assessment may include:
 - i. Identification of environmental justice communities within the study area.

- ii. A community profile.
- iii. A displacement analysis.
- iv. An access and travel pattern analysis.
- v. A community cohesion analysis.
- vi. Determination if the project would have disproportionately high and adverse impacts on environmental justice communities. All impacts identified in the Community Impact Assessment and other relevant studies (i.e., noise analysis) must be considered to determine if the impacts disproportionately affect environmental justice communities.
- vii. Identification possible mitigation measures to avoid or minimize any adverse impacts to the environmental justice population within the project area.
- viii. Summary of public involvement process including methods used to accommodate persons with limited English proficiency; and
- ix. Identification of possible mitigation measures including those to avoid and minimize any adverse impacts to the environmental justice population within the project area.

5. Water Resources Analysis and Documentation

The Engineer shall provide environmental documentation, conduct field surveys, and provide analysis of water resources for compliance with state and federal regulations as described in the Environmental Guide: Volume 2 Activity Instructions, <http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/060-06-gui.pdf>, and the associated forms, templates, and guidance found in the Water Resources section of the Natural Resources Toolkit, <https://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/natural-resources.html>. The applicable water resource studies must be determined at the task order level. In the case that field surveys are required, then the Engineer shall contact Owner for clearance prior to starting fieldwork. ENV-NRM will verify that approved methods and appropriately permitted and experienced staff will be used.

At the request of the Owner, the Engineer shall provide the following water analysis:

- a. Surface Water Analysis Form, including analysis of:
 - i. Section 404 of the Clean Water Act
 - ii. Section 303(d) of the Clean Water Act
 - iii. General Bridge Act/Section 9 of the Rivers and Harbors Act
 - iv. Section 10 of the Rivers and Harbors Act
 - v. Section 401 of the Clean Water Act
 - vi. Executive Order 11990, Protection of Wetlands
- b. For all Water Resource analyses, the Engineer shall:
 - i. Provide the results of the land survey in electronic DGN file format to be incorporated into the schematic and plans. GIS and KMZ files of the land survey must also be provided.

6. Biological/Natural Resources Management Analysis and Documentation.

The Engineer shall provide environmental documentation, conduct field surveys, and provide analysis of biological natural resources for compliance with state and federal regulations as described in the Environmental Guide: Volume 2 Activity Instructions, <http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/060-06-gui.pdf>, and the associated forms, templates, and guidance found in the Natural Resources Toolkit, <https://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/natural-resources.html>. The applicable natural resource studies must be determined at the task order level. In the case that field surveys are required, then the Engineer must contact ENV-NRM for clearance prior to starting work.

ENV-NRM will verify that approved methods and appropriately permitted and experienced staff will be used. At the request of the Owner, the Engineer shall provide the following biological/natural resource analysis:

- a. Species Analysis Form, including:
 - i. Species Analysis Spreadsheet, which can include a habitat analysis for the entire project area, field surveys for protected species, and presence/absence surveys.
 - ii. Tier 1 Site Assessment, which can include early coordination or administrative coordination with TPWD.
 - iii. Bald and Golden Eagle Protection Act (BGEPA) analysis and coordination assistance.

7. Initial Site Assessment (ISA) with Hazardous Materials Project Impact Evaluation Report

The Engineer shall provide an ISA with Hazardous Materials Project Impact Evaluation Report for the limits of the proposed project in accordance with Statement of Work for Hazardous Materials Processes related to NEPA in the TxDOT Hazardous Materials Management Toolkit

(<http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/haz-mat.html>).

8. Archeological Documentation Services

The Engineer shall provide archeological studies and documentation. All archeological studies must be sufficient to satisfy the current TxDOT Archeological Sites and Cemeteries Toolkit. An archeological background study must be performed prior to field work. If the Engineer was provided with a background study by the State, a new background study is not required.

The Engineer shall provide archeological resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following archeological services/deliverables:

- a. Archeological background study
- b. Archeological reconnaissance survey
- c. Archeological intensive survey

An archeological survey (reconnaissance or intensive) must be sufficient to satisfy state and federal regulations. The applicable archeological survey must be determined at the task order level. The Engineer shall contact Owner for approval prior to starting field and survey work. ENV-ARCH will verify that approved methods and appropriately permitted and experienced staff will be used.

9. Historic Resource Identification, Evaluation, and Documentation Services

The Engineer shall provide historic resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following historic resource services/deliverables:

- a. Historic Resources PCR,
- b. Historic Resources Research Design, and
- c. Historic Resource Survey Report, including windshield, reconnaissance, or intensive level documentation.

All services, except the historic resource PCR, must have prior approval by Owner to be performed. The historic resource PCR must be accepted by ENV-HIST prior to survey field work.

120.6. Informal Meetings. The Engineer shall provide technical assistance with preparation of exhibits for, and minutes of informal meetings that are either requested by the public to discuss the pending impacts to neighborhoods and businesses due to roadway shutdowns, detours and access restrictions, or deemed necessary by the Owner. This is not to be confused with the formal public meetings held during the National Environmental Policy Act (NEPA) process during schematic approval for Public Involvement.

120.7. Public Involvement. Based upon the issues (as determined by the Owner), additional public involvement may be required. If required, public involvement may include: i) small group meetings with local officials; ii) stakeholder meetings; The Engineer shall use the following methods for the exchange of information.

10. Small Group and Stakeholder Meetings - The meetings shall be attended by the Engineer, at the request of the Owner, to informally discuss the project. The meetings may be conducted by the Owner or Engineer. Requests for such meetings will be coordinated prior to establishing a meeting date and time. The Engineer shall be responsible for providing the meeting location and contacting the small group members and stakeholders. The Engineer must attend each meeting.

120.8. Environmental Permits Issues and Commitments (EPIC) Sheets. The Engineer shall complete the latest version of the EPIC sheets per information provided by the State. These sheets must be signed, sealed and dated by the Engineer as indicated in signature block.

120.9. Cut and Fill Exhibits. If the information is available, the Engineer shall prepare cut and fill exhibits for delineated wetland.

FUNCTION CODE 130(130) – RIGHT-OF-WAY (ROW) DATA

For Function Codes 130 and 150, the term Surveyor means the firm (prime provider or subprovider) that is providing the surveying services shown in this scope.

The Engineer shall ensure that the following general standards for survey work are followed for Function Codes 130 and 150 where applicable:

Unless otherwise indicated, any reference in this attachment to a manual, specification, policy, rule or regulation, or law means the version in effect at the time the work is performed. TxDOT manuals are available at: <http://onlinemanuals.txdot.gov/manuals/>. All surveys must meet or exceed all applicable requirements and standards provided by: (1) Professional Land Surveying Practices Act, (2) General Rules of Procedures and Practices promulgated by the Texas Board of Professional Engineers and Land Surveyors (TBPELS), and (3) the TxDOT Survey Manual (where applicable). The Surveyor shall perform all work in an organized and professional manner. All surveys are subject to the approval of the Owner.

The Surveyor shall use TxDOT's ROW Preliminary Procedures for Authority to Proceed Manual and TxDOT Survey Manual as the basis for the format and preparation of all right of way (ROW) documents produced under this scope of work, including written parcel descriptions, and parcel plats, unless otherwise specified by the Owner. The Surveyor shall use the datum adjustment currently in use on other ongoing projects in the area.

Elevations shall be based on the North American Vertical Datum 88 (NAVD88), GEOID 12A.

All work using the Global Positioning System (GPS), whether primary control surveys or other, shall meet or exceed the requirements provided by the TxDOT Survey Manual to the order of accuracy specified in the categories listed below or in a task order. If the order of accuracy is not specified in this attachment or in a task order, the work must meet or exceed the order of accuracy specified in the publication listed in this paragraph.

All conventional horizontal and vertical control surveys must meet or exceed the order of accuracy specified in the TxDOT Survey Manual unless specified otherwise in the contract.

All boundary determination surveys, whether for ROW acquisition, ROW re-establishment, or other boundary needs, must meet or exceed the accuracy specified in the TxDOT Survey Manual unless specified otherwise in the contract.

The Owner may authorize the Surveyor to use an Unmanned Aircraft System (UAS) to perform services under this contract. The use of UAS is regulated by the Federal Aviation Administration (FAA). All UAS operators must comply with Federal Aviation Administration (FAA) regulations and the TxDOT Unmanned Aircraft System (UAS) Flight Operations and User's Manual.

The survey data must be fully compatible with the Owner's computer system and with programs in use by the Owner at the time of the submission, without further modification or conversion. The current programs used by TxDOT are Microsoft Word, Bentley MicroStation, Bentley OpenRoads civil design system, Bentley GEOPAK Survey, Excel, and ESRI ArcGIS. Data collection programs must be compatible with the current import formats allowed by GEOPAK Survey and be attributed with current feature codes. These programs may be replaced at the discretion of the Owner.

Drawing sizes are defined, based on American National Standards Institute (ANSI) standard paper sizes, as follows: A-size means 8.5 inches by 11.0 inches, B-size means 11.0 inches by 17.0 inches, C-size means 17.0 inches by 22.0 inches, and D-size means 22 inches by 34.0 inches.

Variations from these software applications or other requirements listed above shall only be allowed if requested in writing by the Surveyor and approved by the Owner.

The Surveyor shall perform quality control/quality assurance on all procedures, field surveys, right-of-way surveys, data, and products prior to delivery to the Owner. The Owner may also require the Surveyor to review the survey work performed by others. If, at any time, during the course of reviewing a submittal of any item it becomes apparent to the Owner that the submittal contains a substantial number of errors, omissions, and inconsistencies, the Owner may cease its review and return the submittal to the Surveyor immediately for appropriate corrective action. A submittal returned to the Surveyor for this reason is not a submittal for purposes of the submission schedule and is not a reason for additional compensation.

The standards for services that are not boundary-related but that relate to surveying for engineering projects may be determined by the construction specifications, design specifications, or as specified by the Owner.

130.1. RIGHT-OF-WAY SURVEYS

Right-of-Way Surveys includes the performance of surveys to establish land boundaries, for the preparation of parcel descriptions and parcel plats that represent the survey results.

The Surveyor shall prepare:

- A. Prepare up to eleven (11) property descriptions suitable for use in the acquisition of real property and the issuance of a title policy (metes and bounds plus plats);
- B. Prepare a right-of-way base map, or Abstract Map, reflecting the existing ROW within the project area, being the intersection of FM 150 and Old Stagecoach Road, and approximately 2000-feet of FM 2770, east of FM 150, and 500-feet of FM 150, centered on FM 2770 (Jack C. Hays Trail) .
- C. DEFINITIONS

In this attachment, the following definitions shall apply:

- 1. Abstract Map means a scale drawing prepared from record documents depicting proposed ROW lines, existing ROW lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
- 2. Closure/Area Calculation Sheet means a computer-generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired, including the degree of angular and distance mis-closure for each individual parcel.
- 3. Denial of Access Line means a line that indicates a specific location where access to the roadway is denied.

4. Owner means the current title holder of record as determined by the Real Property Records.
5. Parent Tract means a unit or contiguous units of land under single ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public ROW easement, or separate ownership which destroys unity of use.
6. Parent Tract Inset means a small map to an appropriate scale, of the parent tract perimeter placed upon the ROW map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the ROW map. Since parent tract insets are used to identify the limits and location of parent tracts, they must include public ROW, utility easements and fee strips, and identifiable water courses which bound the parent tract.
7. Point of Beginning or POB means a corner of the parcel of land to be acquired, located on the proposed ROW line and being the beginning terminus of the first course of the written property description or plat.
8. Point of Commencing or POC means a monumented property corner identifiable in the real property records that is located outside the proposed ROW corridor. For title purposes, the POC must be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed ROW corridor may be used.
9. Preliminary ROW Layout means a scaled drawing depicting proposed ROW lines, existing ROW lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, and the station and offset from the centerline alignment to each point of curvature (PC), point of tangency (PT), and angle point in the proposed ROW lines and to each PC, PT, and the angle point in the existing ROW lines in areas of no proposed acquisition.
10. Property Description means a document prepared as an exhibit for the conveyance of a property interest and issuance of a title policy, reflecting the results of a boundary survey, and signed and sealed by a registered professional land surveyor (RPLS), attached to an acquisition deed as Exhibit A, and consisting of the following two parts:
 - a. Written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
 - b. Parcel plat, which is an ANSI A-size (8.5" x 11") scaled drawing depicting the information recited in the metes and bounds description in 10 a. above, which represents the parcel(s) of land to be acquired.
11. ROW Maps means a series of ANSI D-size (22" x 34") scaled drawings depicting the results of relevant elements of records research, field work, analysis, computation, and mapping required to determine title, delineate areas and boundaries, and locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed ROW project.

D. PROCEDURE

All standards, procedures, and equipment used by the Surveyor must be such that, at a minimum, the result of the survey is in compliance with the precision and accuracy requirements set forth by the Texas Board of professional Engineers and Land Surveyors (TBPELS) rules.

1. Abstract Map

The Surveyor shall prepare an Abstract Map sufficient to determine the following:

- a. All interests of public record held in the land to be acquired.
- b. The total record holdings to be acquired from an owner contiguous to a land.
- c. All interests in land held in common to be acquired (shopping mall parking lots, subdivision reserves, etc.)
- d. All improvements proposed by other agencies that might have a bearing on project development.
- e. All called monuments, bearings, and distances in recorded information.

2. ROW Mapping, beyond an electronic ROW base map, is outside of this survey scope.

3. Property Descriptions

The Surveyor shall prepare a Property Description for each parcel (or tract for surplus property) consisting of two parts: (1) a metes and bounds description of the property and (2) a parcel plat. Each part of a Property Description must be signed and sealed by a RPLS.

a. Metes and Bounds Description

The Surveyor shall prepare a metes and bounds description for each parcel of land to be acquired. The Surveyor shall use the TxDOT standard format for metes and bounds descriptions. Metes and bounds descriptions must be submitted in Microsoft Word format and must include the following information:

- i. State, county, and original land grant survey within which the proposed parcel of land to be acquired is located.
- ii. Reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
- iii. Reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract.

The Surveyor shall use the execution date when citing deed references. The Surveyor shall use the recording or filing dates, making clear which date is being used if the execution date is not explicit on the face of the document.

- iv. A POC.
- v. A POB with the N and E surface coordinates.

- vi. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and labeled with appropriate bearings, distances, and curve data.
- vii. Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.
- viii. Each course must be identified either as a proposed ROW line, an existing ROW line, or a property line of the parent tract. Each property line of the parent tract must be described with an appropriate adjoiner call.
- ix. A description of all monumentation set or found, which must include size and material.
- x. A reference to the source of bearings, coordinates, and datum used.

b. Parcel plat

The Surveyor shall prepare a parcel plat for each parcel of land to be acquired using the Owner's standard format. Parcel plats must include each and every item of information 1) written in the metes and bounds description and 2) shown on the ROW map (if requested by the Owner) for the individual parcel.

E. ADHERENCE TO STANDARDS

For purposes of clarity, consistency, and ease of understanding, the Owner as an acquiring agency of private property for public use, has adopted TxDOT's standards and formats for a ROW map to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. The Surveyor shall adhere to these standards and formats to every extent possible.

F. GENERAL SPECIFICATIONS

The following general specifications for 1) description and 2) plat apply:

- 1. Parcel plats shall be submitted to the Owner on A-size bond paper with a 0.5-inch border. Match lines shall be used where more than one sheet is required.
- 2. Parcel plats shall be drawn to a scale of 1 inch = 50 feet. Scales other than 1 inch = 50 feet may be used with prior approval by the Owner. In the case of large parcels which are difficult to fit on a single A-size sheet, the Surveyor shall use multiple A-size sheets with match lines.
- 3. The minimum size lettering for a parcel plat is 0.3 inches at print scale.
- 4. Property Descriptions shall be submitted on A-size bond paper.

G. GENERAL REQUIREMENTS

The Surveyor shall adhere to the following general requirements:

- 1. Copies of instruments of record submitted to the Owner shall be indexed by parcel number.
- 2. Coordinates appearing on parcel plats, and in written property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System.

To obtain surface coordinates, the Surveyor shall multiply grid coordinates by the appropriate combined adjustment factor, currently in use on adjacent projects.

3. Line and curve tables may be used when necessary.
4. If requested by the Owner and supplied by TxDOT, the Surveyor shall set a 5/8-inch rebar with a TxDOT aluminum ROW cap (or other appropriate monument) on the proposed ROW line and replace the rebar later with a TxDOT Type II ROW marker, if supplied by TxDOT.

When the 5/8" rebar with a cap is set for PCs, PTs, PIs, and 1500 foot stations, the double asterisk symbol (**) must be shown on the map sheets and written into and shown in the Property Description and must be accompanied by the following note:

**The monument described, and set may be replaced with a Type II ROW marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the Owner.

When new ROW lines intersect boundary lines of properties creating new boundary corners in the new ROW line, the Surveyor shall place a 5/8- inch rebar with the State's 2-inch aluminum property corner rod cap (if supplied by the State).

H. ELECTRONIC ROW MAP STANDARDS

The primary purpose of this section is to provide instructions on the graphics standards, file management structure, and naming conventions, for ROW mapping electronic deliverables submitted to the TxDOT Right of Way Division by surveying services providers, as part of the ROW package.

The Surveyor shall adhere to the following requirements for electronic map submittals:

1. Bentley MicroStation

All graphic files for map sheets and parcel plats shall be native Bentley MicroStation DGN files created using Bentley civil design system with TxDOT's current seed files, resource files, workspace environment, and settings.

2. Level Library Files

The Surveyor shall use the TxDOT's current MicroStation level library files for ROW mapping. The files contain all the predefined levels that are typically needed for ROW mapping and include levels for existing utilities.

3. Lines Weights, Line Styles, Colors, Text Size, Text Fonts, Scale, and Annotations

The standard cell library is: TxdotSurv_04.cel or current State cell files; The standard font is Leroy. The standard State color table is: V256COLR.ctb or Txgpk.ctb.

The Surveyor shall use the TxDOT's current GEOPAK Survey SMD file that sets up new feature codes in SMD file for alignment chains, parcel chains and survey chains that can be drawn by GEOPAK Survey from the GPK file with the correct line styles, colors and weights to the designated levels loaded into the DGN by the TxDOT's current level library files.

The Surveyor shall use MicroStation Packager for the submission of electronic deliverables, which captures any non-State standard files (e.g., rsc, cel, text) that were used in the map that look and plot differently in the TxDOT's MicroStation workspace.

4. Text and Line Color considerations

Text and line colors must be legible when using background imagery.

5. Required Data in the GEOPAK ROW GPK File

Alignments, chains of proposed and existing ROW lines, parent tracts and taking parcels, and all other points collected in the field (start with schematic or design GPK file) are required.

If the design GPK file is too detailed for ROW use, the Engineer shall create input files for the information needed for the design GPK file to load into the ROW GPK file.

6. Surface Coordinate

Surface adjustment factors and basis of datum must be well documented in the electronic deliverables "file structure/deliverables read me" file.

7. Requirements for Electronic Deliverables

- a. Native MicroStation DGN files (reference files, sheets files, and parcel plats files);
- b. GEOPAK Survey GPK files.
- c. Separate comma delimited point files (ASCII file) in the following coordinate systems: Surface or Projected Coordinates, Grid Coordinates (Texas Coordinate System of 1983 in U.S. Survey feet) and Geographic Coordinates (WGS-84 in decimal degrees). The file will have the following format: point number, northing or latitude, easting or longitude, elevation, feature code, and point description. File naming convention is: Road Name_Type of Coordinates.csv (e.g., Road_Surface.csv, 212101065_Grid.csv, and 212101065_WGS84.csv);
- d. PDF files and Microsoft Word documents of signed and sealed Property Descriptions and Surveyor's Reports.
- e. Raw and processed GPS files including adjustment reports.

I. ROW MAPPING TASKS TO BE COMPLETED

The Surveyor shall perform the following tasks:

1. Abstracting

The Surveyor shall obtain copies of all existing ownership documents for the parent tracts along with all subdivision plats and recorded documents defining existing easements (as referenced in title reports, to be obtained by the Surveyor) within, along or intersecting the existing ROW, and prepare an Abstract Map. The surveyor shall prepare an Abstract Map sufficient to determine the following:

- a. All interests of public record held in the land to be acquired.
- b. The total record holdings to be acquired from an owner contiguous to a land.
- c. All interests in land held in common to be acquired (shopping mall parking lots, subdivision reserves, etc.)
- d. All improvements proposed by other agencies that might have a bearing on project development.
- e. All called monuments, bearings, and distances in recorded information.

2. Field Surveys

The Surveyor shall locate and set additional horizontal and vertical control points, as necessary, at the maximum spacing distance of 1,500 feet; field locate property corners, existing ROW markers, improvements, and visible utilities; verify and update the planimetric file; and as directed by the Owner, perform the following:

- a. Obtain right-of-entry to survey on private property and prepare a spreadsheet of the information.
- b. Locate existing horizontal and vertical control and verify the control information, locate property corners, and update the planimetric information with any missing visible improvements or visible utilities.

The Surveyor shall base all field work and calculations on the current controls and datum provided by the Owner.

3. Property Descriptions

- a. The Surveyor shall prepare a Property Description(s) for each parcel or tract in the form of a preliminary and a final deliverable(s). Each part of a Property Description shall be signed and sealed by an RPLS. The Surveyor shall prepare preliminary Property Description(s)- for review by the Owner.

Metes and bounds descriptions.

The Surveyor shall prepare a metes and bounds description for each parcel of land to be acquired. The Surveyor shall follow the standard formats for metes and bounds descriptions that TxDOT has developed.

Parcel plats

The Surveyor shall prepare a parcel plat for each parcel of land to be acquired. The Engineer shall follow the standard formats for parcel plats that the State has developed.

Parcel plats must include all items of information shown on the ROW map that concerns the individual parcel.

- b. The Surveyor shall prepare final deliverables.
The Surveyor shall set appropriate monuments on the proposed ROW lines at intersecting property lines, and at all points of curvature (PC), points of tangency (PT), angle points, intersecting ROW lines of side streets, and at 1,500-foot stations.

The Surveyor shall set appropriate monuments at intersecting property lines with the new ROW lines.

The Surveyor shall prepare final, signed, sealed, and dated Property Descriptions.

4. ROW Map

The Surveyor shall prepare a right-of-way base map, or Abstract Map (MicroStation drawing only).

The Surveyor shall conduct a QA/QC review and prepare a check list for each task performed.

J. ROW MAPPING DELIVERABLES

The Surveyor shall provide the following:

1. Scanned copies of the ownership documents and the associated MicroStation graphics files for review purposes.
2. Field Survey Data
 - a. A spreadsheet of the property owners and right-of-entry information.
 - b. Scanned copies of the field notes, control data sheets, and a graphics file of all field survey data.

3. Property Description Submittals

- a. Preliminary Property Description Submittals

One paper copy of the preliminary Property Description(s) for review purposes marked "Preliminary – Not to be used for recording purposes", and an electronic copy of each Property Description in PDF format.

- b. Final Property Description Submittals

Two paper sets of the final Property Description(s) showing the metes and bounds descriptions and parcel plats, signed, and sealed by a RPLS, and the associated electronic files in PDF and Word formats.

Bentley MicroStation parcel plat graphics files and master reference files (MRF).

4. ROW Map Submittals
 - a. Final R.O.W. Map Submittals
Bentley MicroStation and graphics files.
5. QA/QC
6. Documentation stating that the appropriate monuments were set on the proposed ROW lines at intersecting property lines, PC's, PT's, angle points, ROW lines of side streets and at 1,500-foot stations.

130.4. ROW Hearing Services - Excluded

130.5. Utility Engineering Investigation

Utility engineering investigation includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38-02 [(<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels.

A. Utility Quality Levels (QL)

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Quality level value assigned to a utility segment or utility feature after a review and compilation of data sources such as existing records, oral recollections, One-Call markings, and data repositories.
2. Quality Level C - Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to correlate the surveyed locations of these features with those from existing utility records.
3. Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.
4. Quality Level A - Quality level value assigned to a portion (x, y, and z geometry) of a point of a subsurface utility feature that is directly exposed, measured, and whose location and dimensions are tied to the project survey datum. Other measurable, observable, and judged utility attributes are also recorded (per District Best Practices). The utility location must be tied to the project survey datum with an accuracy of 0.1 feet (30-mm) vertical and to 0.2 feet (60-mm) horizontal. As test holes may be requested up front or during the project, test holes done prior to completion of QL D, C, or B deliverables must be symbolized on the QL B deliverable with a call out indicating test holes number. This is in addition to and not in lieu of the test hole.

B. Utility Investigations Methodology

1. Utility Investigation Quality Level D The Engineer shall:

- a. Perform records research from all available resources. Sources include, but are not limited to: Texas811, Railroad Commission of Texas (Texas RRC), verbal recollection, as-built information from plans, plats, permits and any other applicable information provided by the utility owners or other stakeholders.
- b. Document utility owners and contact information.
- c. Create a utility drawing of information gathered.

2. Utility Investigation Quality Level C

The Engineer shall:

- a. In combination with existing Quality Level D information, utilize surveyed above-ground utility features and professional judgement to upgrade Quality Level D information to Quality Level C. For those utilities unable to be upgraded, retain them as Quality Level D.
- b. Storm and sanitary sewer information must be gathered from Level D and upgraded to Level C as possible, unless otherwise directed by the Owner.
- c. Create composite utility drawing of information gathered.

3. Designate (Quality Level B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designating (Quality Level B) services are inclusive of Quality Levels C and D.

The Utility Engineer must:

- a. As requested by the Owner, compile "as-built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record, and mark the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques.
- d. Using both active and passive scans to attempt to locate any additional utilities, including unrecorded and abandoned storm and sanitary sewer facilities, at the direction of the Owner, utilities maybe investigated using additional methods such as rodding that would then classify them as Quality Level B. A non-water based pink paint or pink pin flags must be used on all surface markings of underground utilities.
- e. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. The Utility Engineer must prepare and deliver to Owner a color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Utility Engineer and Owner acknowledge that the line sizes of designated utility facilities detailed on the deliverable will be from the best available records and

that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above-ground utility feature locations must be included in the deliverable to the Owner. This information must be provided in the latest version of OpenRoads civil design system used by the Owner. The electronic file will be uploaded to the Owner's Procore file management system, as required by the Owner. A hard copy is required and must be signed, sealed, and dated by the Utility Engineer. When requested by the Owner, the designated utility information must be over laid overlaid on the Owner's design plans.

- f. Determine and inform the Owner of the approximate electronic utility depths at critical locations as determined by the Owner. The limits of this additional information should be determined prior to the commencement of work. This depth indication is understood by both the Engineer and the Owner to be approximate only and is not intended to be used preparing the right of way and construction plans.
- g. Provide a monthly summary, with weekly updates, of work completed and in process with adequate detail to verify compliance with agreed work schedule.
- h. Provide documentation to show that permits have been closed out as required.
- i. Clearly identify all utilities that were discovered from Quality Levels C and D investigation but cannot be depicted in Quality Level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- j. Comply with all applicable TxDOT policy and procedural manuals.

130.6. Utility Adjustment Coordination. (18.3.1)

Utility Adjustment Coordination shall include utility coordination meetings with individual utility companies, communication, and coordination with utilities, limited to one (1) meeting with each affected utility to inform them of the conflict and provide notice of required relocations.

Utility Adjustment Coordination shall not include preparation of utility agreement assemblies including utility agreements, joint use agreements, or advanced funding agreements

The Engineer is responsible for designating and providing the services of the following individuals or entities:

- 1. Utility Coordinator: individual or entity performing Utility-related Services that are not required to be performed by a licensed engineer under Texas law.
- 2. Utility Engineer: individual or entity performing Utility-related Services that are required to be performed by a licensed engineer under Texas law.

A. Utility Coordination

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners to achieve timely project notifications, formal coordination meetings, and preliminary conflict analysis.

- a. The Utility Coordinator shall coordinate all activities with the Owner, or their designee, to facilitate the orderly progress and timely completion of the project schematic phase. The Utility Coordinator shall be responsible for the following:
 - i. Initial Project Meeting. Attend an initial meeting with the utility owners to ensure familiarity with existing conditions, project requirements, anticipated conflicts, anticipated relocations, and prepare a written report of the meeting.
 - ii. The Utility Coordinator shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties.
 - iii. The Utility Coordinator shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.

FUNCTION CODE 145(145, 164) – MANAGING CONTRACTED/DONATED PE

CONTRACT MANAGEMENT AND ADMINISTRATION

145.1. Contract Management and Administration

The Engineer shall:

- A. Act as an agent for the Owner when specified in a task order.
- B. Produce a complete and acceptable deliverable for each environmental service performed for environmental documentation.
- C. Incorporate environmental data into identification of alternatives.
- D. Notify the Owner of its schedule, in advance, for all field activities.
- E. Notify the Owner as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accordance with 40 Code of Federal Regulations (CFR) 1500-1508). Inform the Owner of the basis for concluding there are significant impacts and the basis for concluding that the impacts might require mitigation.
- F. Notify the Owner as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that might elevate the transportation activity's status from a categorical exclusion or environmental assessment. The Owner will reassess the appropriate level of documentation.

145.2. Project Management and Administration

The Engineer, in association with the Owner's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with Owner policies and procedures, and to deliver that work on time.

Project Management and Coordination. The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each task order. The schedule submittals shall be hard copy and electronic format unless otherwise specified by the Owner.
- Meet on a scheduled basis with the Owner to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- Provide QC/QA documentation for all submittals, including the sub consultants.

A. Perform Project Management tasks.

All firms participating in Kyle 2022 Road Bond Projects, either as a Prime Contractor or Subcontractor, must fully utilize Procore construction management software for full project implementation, as directed by the Owner. The Owner will provide Procore access to all firms. The Engineer shall:

1. Meet on a scheduled basis with Owner to review Project progress. The Engineer will provide meeting summaries within five (5) working days of the meeting to all attendees.
2. Conduct internal meetings with the consultant design team on a monthly basis or as needed for the duration of the Project.
3. Provide Contract Administration
4. Provide Project Management
5. Attend a kick-off meeting with the Owner.
6. Attend and direct 50%, 90%, and 100% design review meetings.
7. Update Project design schedule on a monthly basis
8. Prepare monthly invoice and monthly progress report including monthly updates to design schedule

B. Baseline Schedule.

Develop and submit for approval a Critical Path Method (CPM) baseline schedule within fourteen (14) calendar days of the Notice to Proceed. Schedule shall be in MS Project or Primavera P6. Modifications to the approved schedule will require approval by the Owner.

1. Submit both pdf and native (.mpp or .xer) copies of the files.
2. Include all planned work activities and sequences, major milestones, and show Contract completion
3. Include activities that are the responsibility of the Owner, and estimate the duration for these activities. This time will not count against the Contract time, but is important to track as the critical path may run through them.
4. Ensure that the activities are broken out to a level of detail that clearly explains the tasks associated with delivering the work product.
5. Provide activity durations in whole calendar days.
6. Provide a legend for all abbreviations, run date, data date, project start date, and project

- completion date in the title block of each submittal.
7. Begin the project schedule on the Notice to Proceed date.
 8. Show a predecessor and successor for each activity with the appropriate activity relationships.
 9. Ensure that all work sequences are logical and can be explained to the Owner if questions arise for clarification or understanding.
 10. Do not use activities exceeding 28 calendar days, unless agreed upon with the Owner.

C. Progress Schedule

1. Project schedule updates shall be submitted as part of all invoice approval packages. Invoices submitted without schedule updates will be incomplete and will not be processed until schedule update is submitted.
2. Submit both the pdf and electronic copy of the project schedule running through the end of each month, due no later than tenth (10th) calendar day of the following month, as it will become a record of the progress achieved on the project.
3. Once established, the original duration and actual dates of all activities must remain unchanged.
4. Revisions to the schedule may be made, but must be listed in a monthly update narrative in the Progress Report with the purpose of explaining the purpose of the revision and description of the impact on the project schedule's critical path and project completion date.
5. Monthly Progress Reports should include:
 - a. Completed and planned work
 - b. Budget status
 - c. Schedule status
 - d. Actual start dates for activities started
 - e. Actual finish dates for activities completed
 - f. The percentage of work completed and remaining duration for each activity started, but not yet completed
 - g. Current delays and plans showing how they will be rectified
 - h. Potential delays and plans to rectify
 - i. Tracking schedule (pdf & mpp/xer)

D. Plan Development and Review Process

1. Engineer may not be compensated for any services performed without a written Notice-to-Proceed.
2. Each deliverable must be submitted for review and approval by the Owner.
3. The review process will take place electronically using a Bluebeam session to consolidate comments.
4. Each submittal shall include a cover letter from the Engineer stating who from the design team performed a Quality Assurance/Quality Control ("QA/QC") check. The QA/QC certification letter must be co-signed by the QA/QC reviewer and the Project Manager.

The QA/QC reviewer may not be one of the design team members.

5. Each submittal shall include a revisions log from the Engineer (exported from Bluebeam) that tracks each comment received during previous phases of work. For each comment, the log shall provide the original comment, the status, how it has been implemented into the plans, and approval by the Owner.
6. Unless otherwise specified by Owner, allow two (2) weeks for the Owner to review and provide written comments and/or approval for each submittal. When comments are received by the Engineer, the Engineer shall schedule a Comment Resolution Meeting with Owner in order to review the comments and clarify understanding of them prior to making design changes. If the Owner requires a resubmittal, submit electronically in Procore for the Owner to review and provide written comments and/or approval.

FUNCTION CODE 150- ROADWAY DESIGN

150.1. DESIGN SURVEY

A. DEFINITIONS

1. Design Survey (15.2.1)

A design survey gathers data in support of transportation systems design. A design survey includes the research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3- dimensional) mapping of a project site (e.g., locating existing ROW, surveying cross-sections or developing data to create cross-sections and digital terrain models, horizontal and vertical location of utilities and improvements, collecting details of bridges and other structures, review of ROW maps, establishing control points).

B. TECHNICAL REQUIREMENTS FOR DESIGN SURVEYS

1. Design surveys must be performed under the supervision of a RPLS currently registered with the TBPELS.
2. All control must meet the of accuracy requirements of TxDOT.

The Surveyor shall comply with the standards of accuracy for control traverses provided in the TxDOT Survey Manual or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

3. Short traverse procedures used to determine horizontal and vertical locations must meet the following criteria:
 - a. Short traverses must begin and end on horizontal and vertical ground control as described above.
 - b. Required horizontal accuracy (unless otherwise stated):
 - i. Bridges and other roadway structures: less than 0.1 feet.
 - ii. Utilities and improvements: less than 0.2 feet.

- iii. Cross-sections and profiles: less than 1 foot.
 - iv. Bore holes: less than 3 feet.
 - c. Required vertical accuracy:
 - i. Bridges and other roadway structures: less than 0.02 feet.
 - ii. Utilities and improvements: less than 0.1 feet.
 - iii. Cross-sections and profiles: less than 0.2 feet.
 - iv. Bore holes: less than 0.5 feet.

C. DATA REQUIREMENTS FOR DESIGN SURVEYS

1. Planimetric DGN files must be fully compatible with the version of the MicroStation graphics program currently used by TxDOT without further modification or conversion.
2. Electronically collected and processed field survey data files must be fully compatible with TxDOT's computer systems without further modification or conversion. All files must incorporate only those feature codes currently being used by TxDOT.
3. Digital terrain models (DTMs) shall be fully compatible with the version of the Bentley civil design system as specified by the design team, without further modification or conversion. All DTMs shall be fully edited to provide a complete digital terrain model with all necessary break lines.

150.2. FIELD SURVEY

A. TASKS TO BE COMPLETED

Design Surveys

The Surveyor shall perform a Design Survey to include the following:

1. Collect data to create cross-sections and DTMs.
2. Locate above ground evidence of existing utilities, to include sag elevations of crossing overhead utility lines.
3. Locate existing improvements.
4. Provide details of existing bridge structures, including bridge limits, bents, columns, retaining walls, and natural ground elevations.
5. Locate details of existing drainage features including culverts, manholes, retention and detention ponds, flowlines, and associated features.
6. Locate waters of the United States (WOTUS) within the project area, including wetlands, if delineated in the field by environmental professionals.
7. Reviewing existing ROW maps and locating the existing ROW is within section 130, shown above.
8. Verify the condition and usefulness of existing control points including verification of the values. Establish additional control as needed. Tie to the existing control network established for other ongoing projects in the area.
9. Update existing control information and prepare a new survey control data sheet set, to be included in the construction plan set as described below:

- a. The Surveyor shall prepare, sign, seal, and date an 11x17 survey control index sheet and horizontal and vertical control sheet(s) to be inserted into the plan set.
- b. The survey control index sheet provides an overview of the primary project control and must include:
 - i. An unscaled vicinity map showing the general location of the project in relation to nearby towns or other significant cultural features.
 - ii. A scaled project map showing the extents of the project and the location of the primary control points. The map must show street networks, selected street names, control point identification, and significant cultural features necessary to provide a general location of the primary control.
 - iii. A table containing the primary control point values including the point number, northing, easting, elevation, stationing, and stationing offset values.
 - iv. Map annotation including a graphic scale bar, north arrow, and standard title block. The title block shall contain a section for the OWNER, city, and highway name. The title block shall also contain a section for a Texas registered engineer to sign, seal and date the sheet to include the following statement, "The survey control information has been accepted and incorporated into this PS&E." The required format of the survey control index sheet can be downloaded from the TxDOT website.
 - v. In the title block under the heading "Notes", identification of the horizontal and vertical datum on which the primary control is based with the date of the current adjustment, the surface adjustment factor used, and unit of measure. The Surveyor shall include a note stating that the coordinates are State Plane and a notation specifying either grid or surface adjusted coordinates.

150.3. DELIVERABLES FOR DESIGN SURVEYS

The Surveyor shall prepare and submit the deliverables as specified in individual task orders for design surveys and construction surveys. The deliverables might be any combination of the following:

- A. Digital terrain models (DTM) and the triangular irregular network (TIN) files in a format acceptable by the Owner.
- B. Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
- C. Computer printouts or other tabulations summarizing the results of field surveys.
- D. Digital files or media acceptable by the Owner containing field survey data (ASCII data files).
- E. Maps, plans, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- F. Field survey notes, as electronic copies.
- G. A digital copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
- H. All GEOPAK files
- I. Survey reports in a format requested by the Owner.

Mapping includes the geospatial data collection and mapping by means of aerial photogrammetry, terrestrial (close range) photogrammetry, terrestrial LiDAR, mobile LiDAR, and other remote sensing technologies.

A. PURPOSE

The purpose of mapping is to provide map and related data to support transportation projects including project design and other uses.

B. DEFINITIONS

1. Aerial Photogrammetry (15.3.1) – Aerial Photogrammetry means the collection and processing of photography acquired from an airborne platform to develop DGN and DTM files.
2. Terrestrial Photogrammetry (15.1.2) – Terrestrial Photogrammetry means the collection and processing of photography acquired at or near ground level to develop DGN and DTM files.
3. Airborne LiDAR (15.3.4) – Airborne LiDAR means laser scanning equipment mounted on a helicopter or other airborne platform to collect data to process for DGN and DTM files.
4. Terrestrial LiDAR (15.3.3) – Terrestrial LiDAR means laser scanning equipment operated from a stationary base on the earth's surface to collect data to process for DGN and DTM files.
5. Mobile LiDAR (15.3.4) – Mobile LiDAR means laser scanning equipment mounted on a moving vehicle operating on the earth's surface to collect data to process for DGN and DTM files.
6. UAS means Unmanned Aircraft Systems (e.g., drones).
7. UAS LiDAR means laser scanning equipment on an unmanned aerial vehicle (e.g., drones) to collect data to process for DGN and DTM files.

150.4. AERIAL MAPPING USING A NON-METRIC CAMERA AND UNMANNED AIRCRAFT SYSTEM (UAS)

Aerial mapping using an Unmanned Aircraft System (UAS) includes the collection of digital aerial imagery using either a fixed- or rotary-wing aircraft; the use of a non-metric small-format consumer-grade camera; performing relative orientation of the imagery through the collection of tie and pass points between adjacent aerial photo frames; performing a least-squares bundled absolute orientation adjustment using ground control points supplemented with airborne GPS and IMU data; and deriving data from the processed imagery including compilation of planimetric and topographic maps, creation of point cloud digital elevation model (DEM) and digital terrain model (DTM) data, and production of orthophotography as required.

The Surveyor shall provide the services of a certified Photogrammetrist or Mapping Scientist to perform or oversee the tasks under function code 150.7. The Surveyor remains ultimately responsible and shall ensure that the work is performed as required.

A. PURPOSE

The purpose of aerial mapping using UAS is to provide map and related data to support transportation projects including project design and other uses.

B. DEFINITIONS

In 150.4 and 150.5 the following definitions apply:

1. Photogrammetrist means an American Society for Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist with a current certification.
2. Mapping Scientist means an American Society of Photogrammetry and Remote Sensing (ASPRS) Certified Scientist-UAS with a current certification.
3. Metric Aerial Photograph means a vertical photograph taken from a manned aircraft using a large format calibrated digital metric aerial mapping camera.
4. Non-Metric aerial photograph means a vertical or oblique photograph taken from a fixed- or rotary-wing unmanned aircraft system (UAS) aircraft using a non-metric small format consumer-grade digital camera.
5. Large-format digital metric camera means a camera using charge- coupled device (CCD) or complementary metal oxide semiconductor (CMOS) technology to capture an image with a minimum final image size of 11500 by 7500 pixels.
6. Analytical triangulation means the process of developing absolute orientation parameters for individual photogrammetric stereo models through the use of image tie and pass points combined with ground control in a fully weighted least-squares bundle adjustment. Airborne GPS and IMU data may be used to reduce the number of ground control points.
7. Ground control means points established on the ground by the Surveyor and for which the Northing, Easting, and Elevation coordinates have been determined sufficient in number and geospatial distribution to allow analytical triangulation and mapping to meet the required project accuracy. Ground control can be targeted using paint or other marker material or can be non-targeted.
8. Airborne GPS/IMU – An airborne GPS receiver on-board the aircraft recording GPS and orientation data to be included in the analytical triangulation with the purpose of reducing the number of ground control points required for a metric aerial mapping task. IMU data to supplement the analytical triangulation is optional and its use is at the discretion of the Certified Photogrammetrist or Mapping Scientist.
9. KML means an uncompressed Google Keyhole Markup Language file, which is a two- or three- dimensional map showing a location on the earth.
10. KMZ means a compressed Google Keyhole Markup Language file, which is a two- or three- dimensional map showing a location on the earth.
11. DEM means digital elevation model, which is a three-dimensional DGN and/or point cloud in ASPRS LAS 1.2 file format containing all features located in the project area including features both on and above the ground surface.
12. DTM means digital terrain model, which is a three-dimensional DGN and/or point cloud in ASPRS LAS 1.2 format containing only features located on the ground surface.
13. Field Check means a ground survey validation of the deliverable map product with the purpose of ensuring that the required mapping accuracy has been met.

14. Flight Map means a map depicting the flight line and ground control layout over the project area.
15. Low Altitude Metric Aerial Photography means a metric aerial photography with a nominal ground pixel size of 5 cm or less.
16. DGN means a two or three-dimensional graphics file produced using Bentley MicroStation. The file may contain features and improvements plotted in a horizontal plane along the N and E axes which correspond to the Texas Coordinate System. The file may contain 2D or 3D elements representing topographic, existing, proposed, schematic, and general layout features.
17. Medium Altitude Photography means aerial photography with a film photo scale of 1:12,000 or a digital image with ground pixel size of 20 cm.
18. Project Photo Length means the distance over which photographs are required to be taken.

C. PROCEDURE FOR AERIAL MAPPING USING A NON-METRIC CAMERA AND UNMANNED AIRCRAFT SYSTEM (UAS)

1. Ground Control

The positioning and density of ground control is at the discretion of the Photogrammetrist or Mapping Scientist. Ground control is required to be sufficient to meet the accuracy standard required for the final mapping products. The Photogrammetrist or Mapping Scientist must determine the approximate position for ground control points. The Surveyor shall locate and mark the ground control points in the field using surveying methods.

2. Aerial Photography

The Photogrammetrist or Mapping Scientist must acquire digital aerial photography using a non-metric small-format consumer-grade digital camera. The Photogrammetrist or Mapping Scientist is responsible for ensuring that all imagery acquisition requirements including all flight parameters are met such that the imagery is suitable for intended use.

3. Analytical Triangulation

The Photogrammetrist or Mapping Scientist must process the non-metric digital aerial photography, ground control, and airborne GPS/IMU data (if collected) to develop an absolute orientation of the imagery suitable for map compilation at the required accuracy.

4. Aerial Mapping

The Photogrammetrist or Mapping Scientist must prepare the following:

- a. A two-dimensional DGN file containing planimetric map features.
- b. A three-dimensional DGN file containing DTM features.

5. Orthophotography

The Photogrammetrist or Mapping Scientist must provide orthorectified aerial imagery covering the project area.

D. TECHNICAL REQUIREMENTS

1. Aerial mapping using a non-metric camera UAS must be performed under the direct supervision of an ASPRS Certified Photogrammetrist or Certified Mapping Scientist-UAS.
2. Aerial mapping using a non-metric camera and UAS must be performed in compliance with the TxDOT Unmanned Aircraft System (UAS) Flight Operations and User's Manual.
3. Unless otherwise stated, aerial mapping must meet or exceed the requirements for ASPRS Class 1 mapping at a 1 inch = 40 feet equivalent scale with a one-foot indicated contour interval.

E. DATA REQUIREMENTS

1. Planimetric DGN files must be fully compatible with the Owner's current Bentley MicroStation version graphics program without further modification or conversion.
2. Electronically collected and processed field survey data files must be fully compatible with the Owner's computer systems without further modification or conversion. All files must incorporate only those feature codes currently being used by the Owner.
3. DTM must be fully compatible with the current version of Bentley OpenRoads civil design system used by the Owner without further modification or conversion. All DTM must be fully edited to provide a complete digital terrain model with all necessary break lines.
4. File features and level structure must be in accordance with the Owner's current photogrammetry mapping legend.
5. Minimum text size is 0.1 inches when plotted at a scale of 1 inch = 40 feet.

F. DELIVERABLES FOR AERIAL MAPPING USING A NON-METRIC CAMERA AND UNMANNED AIRCRAFT SYSTEM (UAS)

The Photogrammetrist or Mapping Scientist must submit the following:

1. Digital orthophotography uploaded to Owner's file management system in Tagged Image File format (TIF) compatible with Bentley MicroStation software and including georeferenced world files.
2. A photo index map in DGN and KMZ format showing the location of each digital image frame. The index map must be overlaid on a base map to provide general location information.
3. An orthophoto index map in DGN, KMZ, and PDF format showing the location of each orthophoto panel. The PDF format index map must be overlaid on a base map to provide general locational information.
4. An analytical triangulation report signed and sealed by the Photogrammetrist or Mapping Scientist providing a narrative of the aerial photography project and processing results. The report must include the number of flight strips, overall number of photo frames, the number of ground control points used, the use of airborne GPS and IMU data, and the results of the fully weighted least-squares bundled adjustment. The Photogrammetrist or Mapping Scientist must include a description and results of the analytical triangulation.

5. DGN files for the planimetric and DTM mapping.

150.5. FIELD CHECK SURVEY FOR AERIAL MAPPING USING UAS

Field checking of aerial mapping projects involves surveying a statistical sampling of discreet features shown on the map. It is a collaborative effort between the Photogrammetrist or Mapping Scientist-UAS and the Surveyor to validate that the map derived photogrammetrically meets the required accuracy standard. Because not all features shown on the map are good candidates for checking, it is necessary for the Photogrammetrist or Mapping Scientist to select discreet and unambiguous points that can then be surveyed and effectively evaluated between both the photogrammetric and field survey data sets.

The Photogrammetrist or Mapping scientist-UAS will provide a minimum of twenty 20 check point locations randomly distributed throughout the mapping area. The descriptions of the points must be sufficient to eliminate any ambiguity of the exact point to be surveyed.

A. PURPOSE

The purpose of a field check for aerial mapping is to validate that map accuracy requirements have been met.

B. DEFINITIONS

In 150.8, the following definition applies:

Check Point – A randomly distributed point captured in the DGN mapping file selected by the Photogrammetrist or Mapping Scientist and provided to the Surveyor to be used to verify that the mapping accuracy requirement has been met.

C. PROCEDURE TO FIELD CHECK SURVEY FOR AERIAL MAPPING USING MANNED AIRCRAFT OR UAS

1. The Photogrammetrist or Mapping Scientist-UAS must prepare and provide the Surveyor a listing of points to be validated in the field. Sufficient detail and description of the point is required to eliminate the possibility of a misidentification of the point during the field survey. A minimum of 20 horizontal and 20 vertical check points are required. Any single point can be used for both horizontal and vertical data as appropriate. A check point must not be part of the analytical triangulation least-squares adjustment.
2. The Surveyor shall locate and measure the provided validation points on the ground using equipment and methodologies with a higher level of accuracy than the map being checked.
3. Using the results from the field survey, the Surveyor shall prepare a map accuracy assessment report detailing the results of the field check. The report must include the number of check points used, the field surveying technique used for validation, and the results of the root mean square error (RMSE) and 95% confidence computations.
4. Using the validation data provided by the Surveyor, the Photogrammetrist or Mapping Scientist must prepare a final report detailing the results of the map check. The report must include both the following Statements of Accuracy, if applicable:

- a. "This map was compiled to meet the ASPRS Standard for Class 1 map accuracy."
- b. "This map was checked and found to conform to the ASPRS Standard for Class 1 map accuracy."

D. TECHNICAL REQUIREMENTS The Surveyor shall:

1. Determine the northing, easting, and elevations of the check points provided by the Photogrammetrist or Mapping Scientist using a surveying method of greater accuracy than that used to produce the map being checked.
2. Perform RMSE and 95% confidence computations on the check points using the following methodology:

For each horizontal coordinate, the Surveyor shall subtract the Northing value of the map coordinate from the Northing value derived from the field survey and square the resulting value. The Surveyor shall perform the same operation for the Easting coordinate and then add the two squared values. The Surveyor shall repeat the procedure for each check point. The Surveyor shall add up all the resulting squared values and divide the sum by the number of check points used (i.e., average the squares). Finally, the Surveyor shall calculate the square root of the average. The Surveyor shall report the resulting value as the RMSE value for the horizontal check point analysis. The Surveyor shall multiply the final RMSE value by 1.7308 and shall report the resulting value as the 95% confidence value for the horizontal check point analysis.

For each vertical coordinate, the Surveyor shall subtract the elevation value of the map coordinate from the elevation value derived from the field survey and square the resulting value. The Surveyor shall repeat the procedure for each check point. The Surveyor shall add up all the resulting squared values and divide the sum by the number of check point used (i.e., average the squares). Finally, the Surveyor shall calculate the square root of the average. The Surveyor shall report the resulting value as the RMSE value for the vertical check point analysis. The Surveyor shall multiply the final RMSE value by 1.96 and shall report the resulting values as the 95% confidence for the vertical check point analysis.

3. Provide the results of the RMSE and 95% confidence computations to the Photogrammetrist.

E. DATA REQUIREMENT

The Surveyor shall deliver the result of the field check as a report in PDF format.

F. DELIVERABLES

The Photogrammetrist or Mapping Scientist must provide a map accuracy assessment report detailing the methodology used and results of the map accuracy assessment.

150.6. HORIZONTAL AND VERTICAL CONTROL FOR AERIAL MAPPING

Placement and survey of horizontal and vertical control for aerial mapping establishes ground control for aerial mapping projects.

A. PURPOSE

The purpose of an aerial photography control survey is to provide ground control for aerial mapping projects.

B. DEFINITIONS

In 150.6, Aerial Photography Control Survey means reconnaissance, field work, analysis, computation, and documentation necessary to provide horizontal and vertical position of specific ground points. The ground control points are used in photogrammetric processing.

C. PROCEDURE FOR HORIZONTAL AND VERTICAL CONTROL FOR AERIAL MAPPING

The Surveyor shall:

1. Prepare and submit for approval an aerial ground control layout in DGN and KML format based on the target positions selected by the Certified Photogrammetrist. The layout must show the location of the proposed primary project control and aerial ground control points.
2. Establish and determine the horizontal and vertical coordinates of the primary project control points and aerial ground control points.
3. Place aerial ground control targets at the point location and maintain the targets until the aerial flight has been completed.

D. TECHNICAL REQUIREMENTS

1. Aerial photography control surveys must be performed under the direct supervision of a RPLS currently registered with the TBPELS.
2. The horizontal and vertical coordinates of the aerial control points must be based on acceptable methods, conducted by the Surveyor, and must meet the standards of accuracy as set forth below:

Survey Level 3 accuracy, as described in the TxDOT Survey Manual, latest edition, or the equivalent level of accuracy described in the TSPS Manual of Practice for Land Surveying in the State of Texas.

E. DATA REQUIREMENT

The Surveyor shall perform post processing of field data, which will be reviewed by the Owner. Data processed by standard calculators, computers, and other business hardware and software normally maintained and used by the Surveyor will be considered acceptable.

F. DELIVERABLES

The Surveyor shall submit the following:

1. A final aerial control point layout in DGN and KML format showing the location of the primary control and target points labeled with their respective alpha-numeric designation.
2. A plot and computer graphics of a B-size index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project, signed and sealed by a RPLS, and as directed by the Owner.
3. A plot and computer graphics of a B-size horizontal and vertical control sheet showing the primary survey control monumentation used in the preparation of the project, signed and sealed by a RPLS, and as directed by the Owner.
4. An A-size data sheet for each aerial ground control point, which must include a location sketch, a physical description of the point, surface coordinates, elevation, and datums used.
5. Graphics files and scanned images of the control data sheets, uploaded to Owner's file management system.
6. A written statement describing the datum used along with copies of all relevant NGS and data sheets.
7. A written tabulation of all aerial control points with their respective alphanumeric designations and horizontal and vertical coordinates.

150.7. HORIZONTAL AND VERTICAL CONTROL

This includes the establishment of horizontal and vertical control for survey projects.

A. OVERVIEW OF HORIZONTAL AND VERTICAL CONTROL

A horizontal control survey is performed for the purpose of placing geographic coordinates of latitude and longitude on permanent monuments for referencing lower levels of surveys. A projection is used to place the coordinates on a plane of northing and easting values for simplified measurements. Scale and elevation factors are applied to make the distance measurements applicable to the exact location on the working surface and the type of projection chosen is an "equal angle" type.

A vertical control survey is performed for accurately determining the orthometric height (elevation) of permanent monuments to be used as benchmarks for lower quality leveling. Spirit leveling is the usual method of carrying elevations across country from "sea level" tidal gauges. However, Global Positioning System (GPS) can be used indirectly but with less accuracy. Height measurements from the ellipsoid (as opposed to the "sea level" geoid) can be determined very accurately with GPS and only GPS. Trigonometric leveling, with a total station, is not acceptable for vertical control work.

B. DEFINITIONS

1. BM means benchmark, which is a relatively permanent object whose elevation above or below an adopted datum is known.

2. CORS means continuously operating reference station, which is a network of the highest quality horizontal stations, forming the National Spatial Reference System (NSRS).
3. Control Survey means a survey providing positions (horizontal or vertical) of points to which supplemental surveys are adjusted.
4. Datum means a mathematical model of the earth designed to fit part or all of the geoid.
5. Datum Point Rod or Deep Rod Monument means a monument driven to refusal by a power driver, used for major project control.
6. GPS means the Global Positioning System, which is based on a constellation of 24 satellites orbiting the earth at a very high altitude.
7. Horizontal Control Survey means placing geographic coordinates of latitude and longitude on permanent monuments.
8. Level 1 survey means RFP, CORS or major control densification.
9. Level 2 Survey means primary project control.
10. Level 3 Survey means secondary project control.
11. NGS – National Geodetic Survey
12. Type II Monument means a disk driven onto a length of 5/8-inch rebar with the hole filled flush with concrete.
13. Vertical Control Surveys means a survey performed for accurately determining the orthometric height (elevation) of permanent monuments to be used as benchmarks for lower quality leveling.

C. PROCEDURE FOR HORIZONTAL AND VERTICAL CONTROL

1. The Surveyor shall establish horizontal and vertical control points, including offsite points. The Surveyor shall prepare signed survey control data sheets, a survey control index sheet, and a composite layout of the horizontal and vertical controls, and as directed by the Owner.
2. The Surveyor shall update existing control information and prepare new survey control data sheets, as directed by the Owner, to be included in the construction plan set as described in Item 150.11, D.

D. TECHNICAL REQUIREMENTS FOR HORIZONTAL AND VERTICAL CONTROL

The Surveyor shall adhere to the following technical requirements.

1. Horizontal and vertical controls must be performed under the supervision of a RPLS currently registered with the TBPELS.
2. Horizontal ground control used for design surveys and construction surveys, furnished to the Surveyor by the Owner, or based on acceptable methods conducted by the Surveyor, must meet the standards of accuracy required by the Owner.
The Surveyor shall comply with the standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
3. Vertical ground control used for design surveys and construction surveys, furnished to the Surveyor by the Owner or based on acceptable methods conducted by the Surveyor, must meet the standards of accuracy required by the Owner.

The Surveyor shall comply with the standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

4. Monuments

The Surveyor shall install survey monuments for a horizontal and vertical control survey that are reasonably permanent and substantial. The monuments shall be easily identified and afforded reasonable protection against damage and or destruction.

- a. Offsite primary control points whether set by GPS or conventional survey methods must be set in pairs approximately 2000 feet apart outside of the project on side roads. Offsite points must be constructed approximately every 2 miles and set approximately 6 inches below natural ground and must be inter-visible between each pair of points.
- b. Secondary control points must be set approximately 6 inches below ground at a maximum distance of 1,500 feet apart.

5. Side shots or short traverse procedures for total stations used to determine horizontal and vertical locations must meet the following criteria:

- a. Short traverses and instrument setups for side shots must begin and end on horizontal and vertical ground control as described above.
- b. Standards, procedures, and equipment (e.g., GPS Equipment, LiDAR, Total Stations) used must be such that horizontal locations relative to the control can be reported within the specification to allow the engineer to accurately create the design to the following limits:
 - i. Bridges and other roadway structures: less than 0.02 feet.
 - ii. Utilities and improvements: less than 0.2 feet.
 - iii. Cross-sections and profiles: less than 0.2 feet.
 - iv. Bore holes: less than 0.5 feet.
- c. Standards, procedures, and equipment (e.g., GPS Equipment, LiDAR, Total Stations) used must be such that vertical locations relative to the control may be reported to within 0.02 feet.

6. The Surveyor shall update existing control information and prepare new survey control data sheets, as directed by the Owner, to be included in the construction plan set as described below:

- a. The Surveyor shall prepare, sign, seal, and date a survey control index sheet and horizontal and vertical control sheets to be inserted into the plan set.
- b. The Surveyor shall prepare a survey control index sheet that provides an overview of the primary project control and must include:
 - i. An unscaled vicinity map showing the general location of the project in relation to nearby towns or other significant cultural features.

- ii. A scaled project map showing the extents of the project and the location of the primary control points. The map must show street networks, selected street names, control point identification, and significant culture features necessary to provide a general location of the primary control.
- iii. A table containing the primary control point values including the point number, northing, easting, elevation, stationing, and stationing offset values.
- iv. Map annotation including a graphic scale bar, north arrow, and standard TxDOT title block. The title block must contain a section for the district name, city, and highway name. The title block must also contain a section for a Texas registered engineer to sign, seal, and date the sheet to include the following statement, "The survey control information has been accepted and incorporated into this PS&E".
The Surveyor shall download the required format of the survey control index sheet from the TxDOT website.
- v. In the title block under the heading "Notes", identification of the horizontal and vertical datum on which the primary control is based with the date of the current adjustment, the surface adjustment factor used, and unit of measure. The surveyor shall include a note stating that the coordinates are State Plane and a notation specifying either grid or surface adjusted coordinates.

E. DATA REQUIREMENTS

The Surveyor shall perform post processing of field data, which will be reviewed by the Owner. Data processed by standard calculators, computers, and other business hardware and software normally maintained and used by the Surveyor will be considered acceptable.

F. TASKS TO BE COMPLETED

The Surveyor shall perform the following tasks:

1. The Surveyor shall establish horizontal and vertical control points, including offsite points. The Surveyor shall prepare signed survey control data sheets, a survey control index sheet, and a composite layout of the horizontal and vertical controls, or as directed by the Owner.
2. The Surveyor shall set primary offsite control points in pairs, approximately 2 miles apart outside of the project area.
3. The Surveyor shall set secondary control points approximately 6 inches below ground at a maximum distance of 1,500 feet apart.
4. The Surveyor shall establish horizontal and vertical control from the TxDOT Virtual Reference Station (VRS) Network, or as directed by the Owner.
5. The Surveyor shall tie and tabulate horizontal and vertical control to other control points and datums in the vicinity established by other sources such as the National Geodetic Survey (NGS), the Federal Emergency Management Agency (FEMA), TxDOT VRS Network, or as directed by the Owner.

G. DELIVERABLES

The Surveyor shall provide the following:

1. A B-size plot and MicroStation graphics files of the index map showing an overall view of the project and the relationship of the primary monuments and control points established for the project, signed and sealed by a registered professional land surveyor (RPLS), or as directed by the Owner.
2. One A-size data sheet for each control point which shall include, but need not be limited to, a location sketch, a physical description of the point, surface coordinates, the elevation, and the datum used.
3. Graphics files and scanned images of the control data sheets uploaded to Owner's file management system.
4. A written statement describing the datum used, signed and sealed by a RPLS, along with copies of all relevant NGS and TxDOT data sheets.

FUNCTION CODE 160(160) - ROADWAY DESIGN

ROADWAY DESIGN CONTROLS

160.10. Pavement Design.

The Engineer shall prepare pavement designs for this project in accordance with the latest edition of TxDOT's Pavement Manual. Proposed pavement designs include permanent pavement, interim condition transition pavement, and temporary detour pavement. The latest edition of TxDOT's Pavement Manual may be accessed at <http://www.txdot.gov/business/resources.html>. The Engineer shall perform a subsurface exploration program consisting of 5 soil borings with surface coring for pavement removal items (4 borings located on Jack C Hay Trail and 1 boring on Veterans Drive). The Engineer shall coordinate with the Owner to determine the location of soil borings to be drilled along the roadway alignments. The soil borings shall extend 15 feet below the existing pavement surface elevation, unless practical refusal in intact rock is encountered shallower but shall not be less than 7 ft below the existing pavement surface. Spacing of soil borings shall not exceed 500 feet. The subsurface exploration program shall also include dynamic cone penetration (DCP) testing of the existing flexible base, subbase, and subgrade strata to depths of at least 24 inches below the existing pavement surface. The Engineers shall call 811 and the City of Kyle Public Works Department (512-262-3024) for utility information prior to digging. Traffic control is required for any work that is performed for geotechnical borings and investigations within the right-of-way limits.

All soil testing must be performed in accordance with TxDOT's Test Procedures, which are available at <https://www.txdot.gov/business/resources/testing.html>. American Society for Testing Materials (ASTM) test procedures may be used only in the absence of the TxDOT procedures. All soil classification must be done in accordance with the Unified Soil Classification System.

The Engineer shall submit a signed and sealed pavement design report to the Owner. The pavement design report must be reviewed and approved by the Owner prior to its implementation. The pavement design report must document assumptions and design considerations. The pavement design report must include the following:

- Cover sheet with roadway name, geographical limits, and signatures of persons involved in the preparation and approval.
- Existing and proposed typical sections.
- Soils map of the project area with a brief description of each type of soil located within the project area.
- Design input values and output
- Conclusion consisting of recommended pavement design or designs based on the data, analyses, and procedures included in the report.
- Pavement design details specified for each location that includes structural layer materials, general specifications, and layer thicknesses.
- Relevant pavement evaluation data (structural and functional) and condition information on adjacent roads
- Site conditions that might influence the design and performance of pavements.
- Relevant geotechnical data and drainage requirements including boring logs, laboratory soil test results, active or passive drainage system design, , dynamic cone penetrometer (DCP) data, pavement coring and report log (up to 15-foot depth), and soil classifications with Atterberg limits
- Results of the field explorations and testing of pavement sections
- Recommended pavement rehabilitation methods and designs for new pavements
- Design criteria used in determining pavement designs, including traffic loads, pavement material characterization, environmental conditions, and pavement design life.
- Design summary from the program used to design (e.g., FPS 21, DARWin, TxCRCP - ME, MODULUS 6.1)
- Other considerations used in developing the pavement designs, including subgrade preparations and stabilization procedures.

FUNCTION CODE 160(163) - ROADWAY DESIGN

MISCELLANEOUS (ROADWAY)

The Engineer shall provide the following services:

163.1. Utility Engineering

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the TAC, and resolution of utility conflicts. The Engineer shall coordinate all activities with the Owner to facilitate the orderly progress and timely completion of the project design phase.

A. Utility Engineering Activities

1. Utility Layout (Roll Plot):

The Utility Engineer must maintain a utility layout (Roll Plot) in the current approved version of OpenRoads Civil Design system used by the Owner. This layout must include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout must be utilized to monitor the necessity of relocation and evaluate alternatives. The Utility Engineer must utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- a. Facilities in conflict with the proposed project that are to be relocated.
- b. Facilities to be removed or abandoned in place.
- c. Facilities that are going to be moved underground.
- d. Facilities that an exception will be applied.
- e. Facilities to remain in service and in place—because of roadway design adjustments and meeting the current TAC.
- f. If there are additional facilities, not shown in the SUE documents, which require relocation, the Engineer shall coordinate this information with the Owner immediately upon discovery.

B. Review of Utility's Proposed Alignments

1. Evaluate relocation alignments: The Utility Engineer must evaluate relocation alignments in the adjustment of utilities balancing the needs of both the Owner and the Utility.
2. Review estimates: The Utility Engineer must review the utility adjustment estimates for reasonableness of cost.

C. The Engineer shall not provide services under this contract that are for the sole benefit of a party or parties other than the Owner. The Engineer shall not invoice the Owner for any such services.

D. Utility Engineering VFP

The Utility Engineer must:

1. Identify potential conflicts using the AMA process, the design, and SUE.
 - a. Avoid – work with designers to avoid conflicts.
 - b. Minimize – Cost analyzed of safe available options to minimize cost and project delay.
2. Document all activities.
3. Track all ROW acquisitions to assist with scheduling accommodations.
4. Review documentation and justifications for Utility Exceptions.

E. Deliverables:

The Engineer shall submit the following deliverables to the Owner:

1. Identification of utility conflicts.
2. Composite DGN file showing all utilities with abandoned, removed, and added utilities.
3. Documentation showing review of engineering plans created by utility owners to ensure compliance with UAR, Buy America, etc.
4. Scheduling of accommodation to minimize issues (downtime, etc.) while maximizing the use of resources (e.g., Traffic Control) in a manner consistent with overall project timelines.
5. Documentation showing that exceptions were reviewed for viability.

ATTACHMENT B
FEE SCHEDULE
Method of Payment:
LUMP SUM AND UNIT COSTS

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASK DESCRIPTION	Prime	Raba Kistner	Binkley & Barfield	TOTAL COSTS BY FC
FEASIBILITY STUDIES (FC 102 (110))	\$ 115,760.00	\$ -	\$ -	\$ 115,760.00
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120 (120))	\$ 23,668.00	\$ -	\$ -	\$ 23,668.00
RIGHT-OF-WAY DATA (FC 130 (130))	\$ 114,660.00	\$ -	\$ -	\$ 114,660.00
MANAGING CONTRACTED/DONATED PE (FC 145 (145,164))	\$ 19,025.00	\$ -	\$ -	\$ 19,025.00
DESIGN SURVEY (FC 150 (150))	\$ 48,485.00	\$ -	\$ -	\$ 48,485.00
ROADWAY DESIGN CONTROLS (FC 160(160))		\$ 11,330.00	\$ -	\$ 11,330.00
MISCELLANEOUS ROADWAY (FC 160 (163))	\$ 7,135.00	\$ -	\$ -	\$ 7,135.00
SUBTOTAL LABOR EXPENSES	\$ 328,733.00	\$ 11,330.00	\$ -	\$ 340,063.00
DIRECT EXPENSES (FC 130,FC 150.5, FC 164)	\$ 24,264.00	\$ 2,800.00	\$ 8,458.75	\$ 35,522.75
UNIT COST EXPENSES (FC 130, FC 164)	\$ -	\$ 5,230.00	\$ 69,752.00	\$ 74,982.00
TOTAL	\$ 352,997.00	\$ 19,360.00	\$ 78,210.75	\$ 450,567.75
	78.3%	4.3%	17.4%	100%
SUMMARY				
TOTAL LABOR COSTS FOR PRIME PROVIDER	\$ 328,733.00			\$ 328,733.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME PROVIDER	\$ 24,264.00			\$ 24,264.00
SUBCONTRACTS (includes labor costs, direct expenses and unit cost)	\$ 97,570.75			\$ 97,570.75
GRAND TOTAL				\$ 450,567.75

Prime

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASKS	Vice President	Project Manager	Project Engineer	E.I.T. / Designer	Administrative Assistant	Survey Manager	Project Surveyor	S.I.T. / Survey Technician	Survey Crew (4 person)	Survey Crew (3 person)	Sr. Env Scientist	Project Env Scientist	Biologist III	Biologist - Senior	Archeologist-Principal Investigator	Archaeologist I/II	Archaeologis t III	Historian	GIS Technician	GIS Analyst	TOTAL HOURS	TOTAL COST
	\$375.00	\$280.00	\$200.00	\$150.00	\$130.00	\$320.00	\$250.00	\$165.00	\$310.00	\$255.00	\$300.00	\$170.00	\$140.00	\$195.00	\$161.00	\$123.00	\$99.00	\$213.00	\$120.00	\$210.00		
FC 102 (110) Feasibility Studies																						
110.1 Schematic Design Work Outline																						
Coordinate with city to finalize alignment and typical sections	1	1	2	4																	8	\$ 1,655.00
Develop electronic submittal of all design and reference files																						\$ -
Develop alignment alternatives to minimize impacts, damages, and displacements (3 assumed)		2	6	12																	20	\$ 3,560.00
110.2 Schematic Design - General Tasks																						\$ -
A. ROW Property Base Map																						\$ -
Update schematic with surveyed ROW			1	2																	3	\$ 500.00
Develop ROW base maps with property owner, utility, and easement information				4																	4	\$ 600.00
B. Typical Sections																						\$ -
Develop existing typical sections			1	4																	5	\$ 800.00
Develop proposed typical sections		1	1	8																	10	\$ 1,680.00
C. Environmental Constraints																						\$ -
Evaluate and document impacts to environmentally sensitive sites																						\$ -
D. Drainage																						\$ -
Develop preliminary drainage report			8	16																	24	\$ 4,000.00
Locate drainage outfalls and determine size of existing culverts and storm sewer		1	1	4																	6	\$ 1,080.00
Develop existing hydrology computations			2	12																	14	\$ 2,200.00
Determine existing hydraulics including ditch and culvert water surface elevations		1	2	4																	7	\$ 1,280.00
Identify impacts to abutting properties		1	1	2																	4	\$ 780.00
Develop preliminary storm drain design model	1	2	8	16																	27	\$ 4,935.00
Develop preliminary detention design model		2	8	24																	34	\$ 5,760.00
Develop proposed storm drain and culvert hydraulic computations		1	4	8																	13	\$ 2,280.00
Develop overall drainage area map		1	1	8																	10	\$ 1,680.00
Develop sub drainage area maps		1	2	8																	11	\$ 1,880.00
Develop storm water and detention roll plot layout		1	4	12																	17	\$ 2,880.00
Coordinate with TxDOT H&H engineer for drainage model approvals		2	2																		4	\$ 960.00
E. ROW Requirements																						\$ -
Determine ROW Requirements (3 alternative alignments assumed)		1	3	6																	10	\$ 1,780.00
F. Design Exceptions																						\$ -
																						\$ -
J. Traffic Warrant Studies																						\$ -
Complete traffic warrant studies (2 total)																						\$ -
K. Bicycle and Pedestrian Accommodations																						\$ -
Evaluate City of Kyle planned improvements for bicycle and pedestrian accomodations		1	2	4																	7	\$ 1,280.00
Develop sidewalk and trail design in accordance with City design requirements		1	2	8																	11	\$ 1,880.00
110.4 Geometric Design Schematics																						\$ -
A. Schematic Plan View																						\$ -
Develop horizontal geometry for Veterans Dr and Jack C Hays Trl (3 alternatives assumed)			6	21																	27	\$ 4,350.00
Develop horizontal geometry for side streets			2	4																	6	\$ 1,000.00
Develop pavement edge, sidewalk, curbs, and misc roadway design (3 alternatives assumed)			9	27																	36	\$ 5,850.00
Develop proposed striping linework			1	3																	4	\$ 650.00
Develop Preliminary Schematic roll plots and annotate design elements (3 alternatives assumed)		1	6	24																	31	\$ 5,080.00
Determine locations for proposed retaining walls and noise walls (1 selected alternative)		1	2	4																	7	\$ 1,280.00
Develop proposed cross drainage structure geometry, alignments, and ditch grading (1 selected alternative)			3	9																	12	\$ 1,950.00
Develop proposed signing design, sizing, and linework (1 selected alternative)			1	4																	5	\$ 800.00
Address Comments from City, TxDOT, and Agencies (3 rounds of review)		2	8	12																	22	\$ 3,960.00
B. Schematic Profile View																						\$ -
Develop existing roadway profile geometry			1	2																	3	\$ 500.00
Develop existing ROW profile geometry			1	1																	2	\$ 350.00
Develop proposed Veterans Dr and Jack C Hays Trl profile geometry (3 alternatives assumed)			4	16																	20	\$ 3,200.00
Develop proposed driveway profile geometry and determine construction easements (1 selected alternative)			2	4																	6	\$ 1,000.00
Develop proposed ditch and culvert profiles (1 selected alternative)			2	4																	6	\$ 1,000.00
Develop proposed side street profile geometry			2	6																	8	\$ 1,300.00
110.5 Cross-Sections																						\$ -
Develop existing terrain model using surveyed roadway and ditch topographical information			1	2																	3	\$ 500.00
Develop proposed roadway templates using Bentley OpenRoads			4	12																	16	\$ 2,600.00
Develop preliminary roadway corridors and 3D geometry using Bentley OpenRoads (3 alternatives assumed)		1	24	60																	85	\$ 14,080.00
Develop proposed intersection 3D geometry using Bentley OpenRoads (1 selected alternative)		1	4	8																	13	\$ 2,280.00
Develop proposed side street and driveway 3D geometry using Bentley OpenRoads (1 selected alternative)		1	2	4																	7	\$ 1,280.00
Develop cross section layouts with annotated centerlines, roadway elements, slopes, and ditch geometry (1 selected alternative)			1	6																	7	\$ 1,100.00
Add cross culvert and utility linework to cross sections (1 selected alternative)			1	4																	5	\$ 800.00
Calculate earthwork quantities using average end area method (1 selected alternative)			1	4																	5	\$ 800.00
110.6 Retaining Walls																						\$ -
																						\$ -

ATTACHMENT B
FEE SCHEDULE
Method of Payment:
LUMP SUM AND UNIT COSTS

Prime

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASKS	Vice President	Project Manager	Project Engineer	E.I.T. / Designer	Administrative Assistant	Survey Manager	Project Surveyor	S.I.T. / Survey Technician	Survey Crew (4 person)	Survey Crew (3 person)	Sr. Env Scientist	Project Env Scientist	Biologist III	Biologist - Senior	Archeologist-Principal Investigator	Archaeologist I/II	Archaeologis t III	Historian	GIS Technician	GIS Analyst	TOTAL HOURS	TOTAL COST
	\$375.00	\$280.00	\$200.00	\$150.00	\$130.00	\$320.00	\$250.00	\$165.00	\$310.00	\$255.00	\$300.00	\$170.00	\$140.00	\$195.00	\$161.00	\$123.00	\$99.00	\$213.00	\$120.00	\$210.00		
110.7 Renderings and Traffic Simulation																						\$ -
																						\$ -
																						\$ -
																						\$ -
110.8 Preliminary Construction Sequence																						\$ -
Develop TCP roll plots (1 selected alternative)			8	24																	32	\$ 5,200.00
Develop TCP geometry for temp widening and constructed roadway/draiage elements by phase (1 selected alternative)		1	3	12																	16	\$ 2,680.00
Develop pedestrian and bike routes during construction including detours and/or temp facilities (1 selected alternative)		1	2	4																	7	\$ 1,280.00
Develop TCP temp striping by phase (1 selected alternative)			2	4																	6	\$ 1,000.00
Develop TCP typical sections (1 selected alternative)			2	4																	6	\$ 1,000.00
110.12 Agency Coordination and Public Involvement																						\$ -
Assist in meetings with property owners, stakeholders, and various agencies (8 total meetings)																						\$ -
Document and respond to design issues																						\$ -
Prepare exhibits and meeting materials (8 total exhibits)																						\$ -
110.14 Preliminary Cost Estimates																						\$ -
Develop quantities for all proposed design elements (1 selected alternative)		1	2	8																	11	\$ 1,880.00
QAQC quantity takeoffs		1	2	4																	7	\$ 1,280.00
Develop preliminary cost estimate (1 selected alternative)			1	2																	3	\$ 500.00
Develop ROW acquisition cost estimate (3 alternatives assumed)		1	3	6																	10	\$ 1,780.00
SUBTOTAL	2	32	174	475																	683	\$ 115,760.00
FC 120 (120) Social, Economic and Environmental Studies and Public Involvement																						
Federal Categorical Exclusion d-list (CE) Environmental Clearances											1		6	2					6		15	\$ 2,250.00
Environmental Public Involvement (4 employees prepare and attend 1 meeting and 1 hearing, prepare exhibits)	8	8	8																12		36	\$ 8,280.00
Community Impact Analysis											1		6	2							9	\$ 1,530.00
Surface Water Analysis Form											1		6	2							9	\$ 1,530.00
Species Analysis Form											1		6	2							9	\$ 1,530.00
Archaeological Documentation Services											1				8	8	12		6		35	\$ 4,480.00
Historic Resource Identification, Evaluation, and Documentation Services											1							6	4		11	\$ 2,058.00
Initial Site Assessment (ISA) with Hazardous Materials Project Impact Evaluation report											1		6	2					4		13	\$ 2,010.00
																						\$ -
																						\$ -
SUBTOTAL	8	8	8								7		30	10	8	8	12	6	32		137	\$ 23,668.00
FC 130 (130) Right-of-Way Data																						
130.1 Right-Of-Ways Survey																						
H. Row Mapping (Assume hours for one alternative alignment only)																						\$ -
Prepare right-of-entry letter and obtain approval						1	2														3	\$ 820.00
Research ownership and prepare right-of-entry tracking exhibit and spreadsheet						1	2	6													9	\$ 1,810.00
Send right-of-entry letters by regular mail (11 properties estimated)					2		1	3													6	\$ 1,005.00
Track owner responses							1	6													7	\$ 1,240.00
Send additional right-of-entry letters by certified mail (7 estimated)					2		2	2													6	\$ 1,090.00
Track owner responses							1	6													7	\$ 1,240.00
Employ alternate methods to contact owners for right-of-entry						2	4	4		5											15	\$ 3,575.00
Obtain title reports for 11 proposed property descriptions for ROW acquisition					2		1	6													9	\$ 1,500.00
Research and draw maps, deeds, plats, and easements						2	10	20													32	\$ 6,440.00
Prepare abstract map for field recovery						1	2	10													13	\$ 2,470.00
Field recover approximately 50 corners within the ROW						2	10	20		50											82	\$ 19,190.00
Coordinate entry to private properties					1	1	2	5		5											14	\$ 3,050.00
Field recover approximately 20 property corners outside the ROW							1	8		20											29	\$ 6,670.00
Analyze field data and resolve right-of-way and property lines						3	30	15													48	\$ 10,935.00
Prepare (11) property descriptions (parcel plat and M&B)							11	110													121	\$ 20,900.00
QA/QC property descriptions						3	11														14	\$ 3,710.00
Prepare right-of-way layout map (DGN format only)						2	5	20													27	\$ 5,190.00
QA/QC right-of-way layout map						2	5	5													12	\$ 2,715.00
Create stake-out drawings and set parcel corners (30 estimated)							5	15		30											50	\$ 11,375.00
Address Comments						2	10	30													42	\$ 8,090.00
Prepare final deliverable CD						1	2	5													8	\$ 1,645.00
																						\$ -

Prime

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASKS	Vice President	Project Manager	Project Engineer	E.I.T. / Designer	Administrative Assistant	Survey Manager	Project Surveyor	S.I.T. / Survey Technician	Survey Crew (4 person)	Survey Crew (3 person)	Sr. Env Scientist	Project Env Scientist	Biologist III	Biologist - Senior	Archeologist-Principal Investigator	Archaeologist I/II	Archaeologist III	Historian	GIS Technician	GIS Analyst	TOTAL HOURS	TOTAL COST
	\$375.00	\$280.00	\$200.00	\$150.00	\$130.00	\$320.00	\$250.00	\$165.00	\$310.00	\$255.00	\$300.00	\$170.00	\$140.00	\$195.00	\$161.00	\$123.00	\$99.00	\$213.00	\$120.00	\$210.00		
130.4 ROW Hearing Services - Excluded																						
A. ROW Hearings																						\$ -
Develop color exhibits																						\$ -
Prepare for hearing																						\$ -
Attend virtual pre-hearing																						\$ -
Attend in-person pre-hearing																						\$ -
B. Expert Witness Services																						\$ -
Attend and provide expert witness for eminent domain hearings																						\$ -
Prepare for testimony at courthouse																						\$ -
130.6 Utility Adjustment Coordination																						\$ -
A. Utility Coordination																						\$ -
i. Initial Project Meeting																						\$ -
ii. Project Notification Letters																						\$ -
iii. Utility Conflict Exhibits																						\$ -
SUBTOTAL																					554	\$ 114,660.00
FC 145 (145,164) Managing Contracted/Donated PE																						
145.2 Project Management and Administration	2	4																			6	\$ 1,870.00
Prepare monthly progress reports		4	4																		8	\$ 1,920.00
Develop and maintain project schedule																						\$ -
Meet weekly with City PM (0.5 hrs/week for 3 months)	1	6									3										7	\$ 2,055.00
Complete QAQC for 50% (3 alternatives), 90% (one selected alternative), and Final (one selected alternative) submittals	5	10	15		15																48	\$ 10,525.00
Conduct monthly internal design meetings		3	3																		6	\$ 1,440.00
Attend kickoff meeting																						\$ -
Attend 50%, 90%, and final design review meetings																						\$ -
Prepare monthly invoices	1	3																			4	\$ 1,215.00
																						\$ -
SUBTOTAL	9	30	22		15						3										79	\$ 19,025.00
FC 150 (150) Design Survey																						
Prepare stake-out drawings for fieldwork							1	6													7	\$ 1,240.00
Recover and check existing control monuments in project vicinity							1	2	5	8											16	\$ 3,685.00
Set new control for LiDAR and supplemental surveying							1	2	5	15											23	\$ 5,470.00
Level project control (existing and new)							1	2	5	15											23	\$ 5,470.00
Survey details of existing drainage and utility features							1	2	15	30											48	\$ 12,595.00
Merge supplemental data into Aerial map							1	3	30												34	\$ 6,020.00
Field check DTM and planimetric							1	2	10												13	\$ 2,470.00
Edit DTM and planimetric according to field check							1	2	10	10											23	\$ 5,020.00
QA/QC deliverables							1	2	5												8	\$ 1,645.00
Prepare Survey Control Sheets							1	5	20												26	\$ 4,870.00
SUBTOTAL						9	23	111	30	48											221	\$ 48,485.00
FC 160 (163) Miscellaneous Roadway																						
163.1 Utility Engineering																						\$ -
A. Utility Layout (Assume hours for one alternative alignment only)																						\$ -
1 Utility Layout (Roll Plot)		1	2	12																	15	\$ 2,480.00
2 Utility Conflict Matrix	1	1	8	16																	26	\$ 4,655.00
SUBTOTAL	1	2	10	28																	41	\$ 7,135.00
LABOR TOTALS	20	72	214	503	18.5	20.5	82	259	30	103	10		30	10	8	8	12	6	32		1,715	\$ 328,733.00
	1.2%	4.2%	12.5%	29.3%	1.1%	1.2%	4.8%	15.1%	1.7%	6.0%	0.6%		1.7%	0.6%	0.5%	0.5%	0.7%	0.3%	1.9%			

Prime

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASKS		Vice President	Project Manager	Project Engineer	E.I.T. / Designer	Administrative Assistant	Survey Manager	Project Surveyor	S.I.T. / Survey Technician	Survey Crew (4 person)	Survey Crew (3 person)	Sr. Env Scientist	Project Env Scientist	Biologist III	Biologist - Senior	Archeologist-Principal Investigator	Archaeologist I/II	Archaeologis t III	Historian	GIS Technician	GIS Analyst	TOTAL HOURS	TOTAL COST
		\$375.00	\$280.00	\$200.00	\$150.00	\$130.00	\$320.00	\$250.00	\$165.00	\$310.00	\$255.00	\$300.00	\$170.00	\$140.00	\$195.00	\$161.00	\$123.00	\$99.00	\$213.00	\$120.00	\$210.00		
OTHER DIRECT EXPENSES		# OF UNITS	COST/UNIT	UNIT																			
	Mileage (125 miles round trip, 2 trips for 1 meeting, 1 hearing, and field surveys)	2,150	\$0.56	mile																			\$ 1,204.00
	Lodging/Hotel (2 employees for X trips for 1 meeting, 1 hearing, and field surveys)	4	\$141.00	day/person																			\$ 564.00
	Meals (2 employees for X trips for 1 meeting, 1 hearing, and field surveys)	4	\$50.00	day/person																			\$ 200.00
	Court Reporter (1 hearing and transcription)	1	\$1,000.00	day																			\$ 1,000.00
	Newspaper Advertisement - Community Newspaper (1 meeting, 1 hearing)	2	\$3,000.00	publication																			\$ 6,000.00
	Public Involvement Facility Rental (estimate for 4 hours; 1 meeting, 1 hearing)	2	\$1,000.00	4 hours																			\$ 2,000.00
	Sound Technician for Public Involvement (1 meeting, 1 hearing)	2	\$450.00	event																			\$ 900.00
	Translator (English to Spanish; 1 meeting, 1 hearing)	2	\$600.00	event																			\$ 1,200.00
	Audio-Visual Equipment Rental (1 meeting, 1 hearing)	2	\$600.00	event																			\$ 1,200.00
	Custodian for Public Involvement (1 meeting, 1 hearing)	2	\$60.00	hour																			\$ 120.00
	Letters	11	\$0.56	each																			\$ 6.16
	Certified Letters	7	\$5.90	each																			\$ 41.30
	Title Reports	11	\$450.00	each																			\$ 4,950.00
	Subconsultant Markup (Brinkley Barfield)	1	\$3,910.54																				\$ 3,910.54
	Subconsultant Markup (Raba Kistner)	1	\$968.00																				\$ 968.00
																							\$ -
SUBTOTAL DIRECT EXPENSES (FC 164)																							\$ 24,264.00

SUMMARY

TOTAL COSTS FOR PRIME PROVIDER	\$	328,733.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME PROVIDER	\$	24,264.00
NON-SALARY (UNIT COST EXPENSES) FOR PRIME PROVIDER	\$	-
SUBCONTRACTS (includes labor costs, direct expenses, and unit costs)	\$	97,570.75
GRAND TOTAL	\$	450,567.75

Raba Kistner

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASKS	SHTS										Category	Category	Category	Category	TOTAL HOURS	TOTAL COST
		PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	EIT	SR. ENGR. TECH.	ENGR. TECH.	ADMIN							
		\$ 220.00	\$195.00	\$185.00	\$165.00	\$135.00	\$110.00	\$100.00	\$70.00	Rate (\$)	Rate (\$)	Rate (\$)	Rate (\$)			
FC 160 (160)																
Roadway Design Controls																
160.10 Pavement Design																
PROJECT KICK OFF		1	1		1	1	1		1						6	\$ 895.00
BORING LAYOUT & DRILLING INSTRUCTION			1			4	4								9	\$ 1,175.00
STAKE BORINGS							6								6	\$ 660.00
UTILITIES CLEARANCE							4								4	\$ 440.00
FIELD LOGGING								8							8	\$ 800.00
DYNAMIC CONE PENETROMETER (DCP) TESTING								2							2	\$ 200.00
LABORATORY ASSIGNMENT					1	1									2	\$ 300.00
SOIL BORING LOGS					1	3									4	\$ 570.00
SITE PLAN					1	1	1								3	\$ 410.00
PAVEMENT DESIGN ANALYSIS			2		4	12									18	\$ 2,670.00
DRAFT GEOTECHNICAL REPORT PREPARATION		1	2		3	6			2						14	\$ 2,055.00
GEOTECHNICAL REPORT REVIEW & FINALIZATION		1	1		2	2			2						8	\$ 1,155.00
SUBTOTAL		3	7		13	30	16	10	5						84	\$ 11,330.00

OTHER DIRECT EXPENSES		# OF UNITS	COST/UNIT	UNIT		
	Traffic Control Services, Arrow Boards and Attenuator Truck (Medium Project)	1	\$ 2,800.00	DAY		\$ 2,800.00
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL DIRECT EXPENSES (FC 164)						\$ 2,800.00

UNIT COST EXPENSES		# OF UNITS	COST/UNIT	UNIT		
	SUBSURFACE EXPLORATION PROGRAM (6 BORINGS TO 15 FT EACH)					
	Mobilization of Drill Rig	1	\$ 650.00	EACH		\$ 650.00
	3" Thin-Wall Continuous Sampling or Intermittent Sampling in Granular Soils	30	\$ 19.50	FT		\$ 585.00
	NX Core Drilling	15	\$ 35.00	FT		\$ 525.00
	In-Place Pavement Core (6-in. diameter)	3	\$ 100.00	EACH		\$ 300.00
	Bentonite Backfill	45	\$ 4.00	FT		\$ 180.00
	Pavement Surface Patch	3	\$ 40.00	EACH		\$ 120.00
	Driller Cleanup	3	\$ 230.00	HR		\$ 690.00
						\$ -
	LABORATORY TESTING PROGRAM					\$ -
	Atterberg Limits	6	\$ 105.00	EACH		\$ 630.00
	Moisture Content	18	\$ 15.00	EACH		\$ 270.00
	Sieve Analysis (passing No. 4, 40, 200)	6	\$ 95.00	EACH		\$ 570.00
	Sulfate Testing	3	\$ 100.00	EACH		\$ 300.00
	Lime Series (Tex-121-E Part III)	1	\$ 410.00	EACH		\$ 410.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL UNIT COST EXPENSES (FC 164)						\$ 5,230.00

SUMMARY

TOTAL COSTS FOR SUBCONSULTANT 1	\$ 11,330.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUBCONSULTANT 1	\$ 2,800.00
NON-SALARY (UNIT COST EXPENSES) FOR SUBCONSULTANT 1	\$ 5,230.00
GRAND TOTAL	\$ 19,360.00

Binkley & Barfield

PROJECT NAME: FM 150 (Center Street)
PROJECT LIMITS: Veterans to Jack C Hayes

TASKS		SHTS	Principal	Sr. PM	PM	Project Engineer	Engineer in Training	Sr. Designer	Designer	Sr. CAD Operator	CAD Operator	Admin	Category	Category	TOTAL HOURS	TOTAL COST
			\$318.00	\$290.00	\$225.00	\$161.00	\$127.00	\$157.00	\$142.00	\$142.00	\$117.00	\$92.00	Rate (\$)	Rate (\$)		
OTHER DIRECT EXPENSES			# OF UNITS	COST/UNIT	UNIT											
	FC 130.5 Utility Engineering Investigation															
	Lodging (without tax)		28	\$98.00	Each											\$ 2,744.00
	Lodging Tax		28	\$45.00	Each											\$ 1,260.00
	Meals		28	\$59.00	Day											\$ 1,652.00
	Mileage		4,279	\$0.655	Mile											\$ 2,802.75
	Traffic Control			\$5,150.00	Day											\$ -
																\$ -
SUBTOTAL DIRECT EXPENSES (FC 130)																\$ 8,458.75
UNIT COST EXPENSES			# OF UNITS	COST/UNIT	UNIT											
	FC 130.5 Utility Engineering Investigation															\$ -
	SUE QL-B Designation		34,876	\$2.00	LF											\$ 69,752.00
	SUE QL-C Pole Inventory Survey			\$0.82	LF											\$ -
	SUE QL-A Test Holes															\$ -
	0 to 5 feet deep			\$1,300.00	Each											\$ -
	5 to 8 feet deep			\$1,620.00	Each											\$ -
	8 to 13 feet deep			\$2,050.00	Each											\$ -
	13 to 20 feet deep			\$2,700.00	Each											\$ -
	Vacuum Truck Mobilization			\$6.25	Mile											\$ -
	Two (2) Designating Person with equipment			\$220.00	Hour											\$ -
	Coring			\$480.00	Each											\$ -
																\$ -
																\$ -
SUBTOTAL UNIT COST EXPENSES (FC 130)																\$ 69,752.00

SUMMARY

TOTAL COSTS FOR SUBCONSULTANT 1	\$ -
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUBCONSULTANT 1	\$ 8,458.75
NON-SALARY (UNIT COST EXPENSES) FOR SUBCONSULTANT 1	\$ 69,752.00
GRAND TOTAL	\$ 78,210.75

ASSUMPTIONS

- 1 Topographical or other Planimetric CADD Drawings will be provided as a background to put the SUE Drawings on.
- 2 Client will request the TxDOT Utility Permits from TxDOT's PM and the contact information for TxDOT Electric and ITS
- 3 Work will be performed within the existing Right of Way, from Station 09+53 to Station 31+74
- 4 Work to be Done - SUE QL-B.Designation, QL-C Pole Inventory Survey, QL-A Test Holes
- 5 Storm Drains are not to have SUE QL-B Designation



CITY OF KYLE, TEXAS

Approve a Resolution Setting a Public Hearing Date for W&WW Impact Fee Update

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution establishing the date for a public hearing to be held on December 5, 2023, as required under Chapter 395 of the Texas Local Government Code, to consider, discuss, and review the update to the water and wastewater land use assumptions, water and wastewater capital improvements plan, and imposition of updated water and wastewater impact fee amounts. ~ *Leon Barba, P.E., City Engineer*

Other Information: Under Chapter 395 of the Texas Local Government Code, a political subdivision such as the City of Kyle which has adopted a water and wastewater impact fee, is required to update such impact fee at least every five (5) years including the land use assumptions and the 10-year capital improvements plan used in the calculation of the water and wastewater impact fee.

Within sixty (60) days of the City's water and Wastewater Impact Fee Advisory Committee approving the updated land use assumptions and capital improvements plan used in the calculation of the updated water and wastewater impact fee, the City is required to adopt an order setting a public hearing to discuss and review the updated:

- Water and wastewater land use assumptions,
- 10-year capital improvements plan used in the calculation of the updated impact fee,
- Water and wastewater impact fee amounts, and
- Determine whether to amend the plan.

In public meetings held on October 10, 2023, the City's Water and Wastewater Impact Fee Advisory Committee, appointed by the City Council, reviewed the updated water and wastewater land use assumptions and the 10-year water and wastewater capital improvements plan used in the calculation of the updated water and wastewater impact fee.

On October 10, 2023, the City's Water and Wastewater Impact Fee Advisory Committee unanimously passed a motion to approve the land use assumptions and capital improvements plan used in the calculation of the 2023 water and wastewater impact fee and to recommend to City Council to adopt the Water and Wastewater Impact Fee Report including the combined \$12,514 maximum water and wastewater impact fee per LUE (living unit equivalent). The updated impact fee breakdown is provided below:

- Water Impact Fee: \$ 6,169 per LUE
- Wastewater Impact Fee: \$ 6,345 per LUE
- Combined Total: \$12,514 per LUE

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Resolution
- ☐ Public Notice
- ☐ Impact Fee Report
- ☐ Department Memo
- ☐ Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ESTABLISHING THE DATE FOR A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS, ADOPTION OF A CAPITAL IMPROVEMENTS PLAN, AND IMPOSITION OF WATER AND WASTEWATER IMPACT FEES; SETTING THE PUBLIC HEARING DATE TO DECEMBER 5, 2023; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE FOR THE PUBLIC HEARING; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND DECLARING AN EFFECTIVE DATE

WHEREAS, it is necessary and required for the City of Kyle, Texas to study, update, revise, and adopt land use assumptions, a capital improvements plan, and an updated Water and Wastewater Impact Fee Ordinance pursuant to the requirements under Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City Council has appointed a Water and Wastewater Impact Fee Advisory Committee pursuant to the requirements of Chapter 395 of the Texas Local Government Code, to review, advise, recommend, and assist the City Council in considering and adopting the updated land use assumptions, the capital improvements plan, and imposition of the updated water and wastewater impact fees, and to perform all duties as required of such advisory committee under Chapter 395 of the Texas Local Government Code; and

WHEREAS, Chapter 395 of the Local Government Code requires that notice be given, posted, and published for a public hearing to be held on the consideration and adoption of land use assumptions, the capital improvements plan, and the imposition of the updated water and wastewater impact fees.

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

Section 1. Findings. The City Council of the City of Kyle finds that:

- A. A copy of the Water and Wastewater Impact Fee Report which includes the updated land use assumptions, capital improvements plan, and water and wastewater impact fees is attached and is on file and available for public inspection in the offices of the City Engineer.
- B. The City Council hereby orders a public hearing to be held to consider the updated land use assumptions, capital improvements plan, and imposition of the updated water and wastewater impact fees, and sets and establishes December 5, 2023, at 7:00 p.m., as the time and date of such public hearing which shall be held at the Kyle City Hall located at 100 West Center Street, Kyle, Texas.
- C. The City Engineer is hereby directed to cause notice of such public hearing to be given, posted, and published in compliance with Chapter 395 of the Local Government Code.

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

Section 2. Authorization. This Resolution of the City of Kyle, Texas, is hereby adopted in compliance with the requirements set forth in the Charter of the City of Kyle.

Section 3. Open Meetings. 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.

Section 4. Effective Date. This resolution will become effective immediately upon its passage by the Kyle City Council.

PASSED AND ADOPTED this _____ day of _____, 2023.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

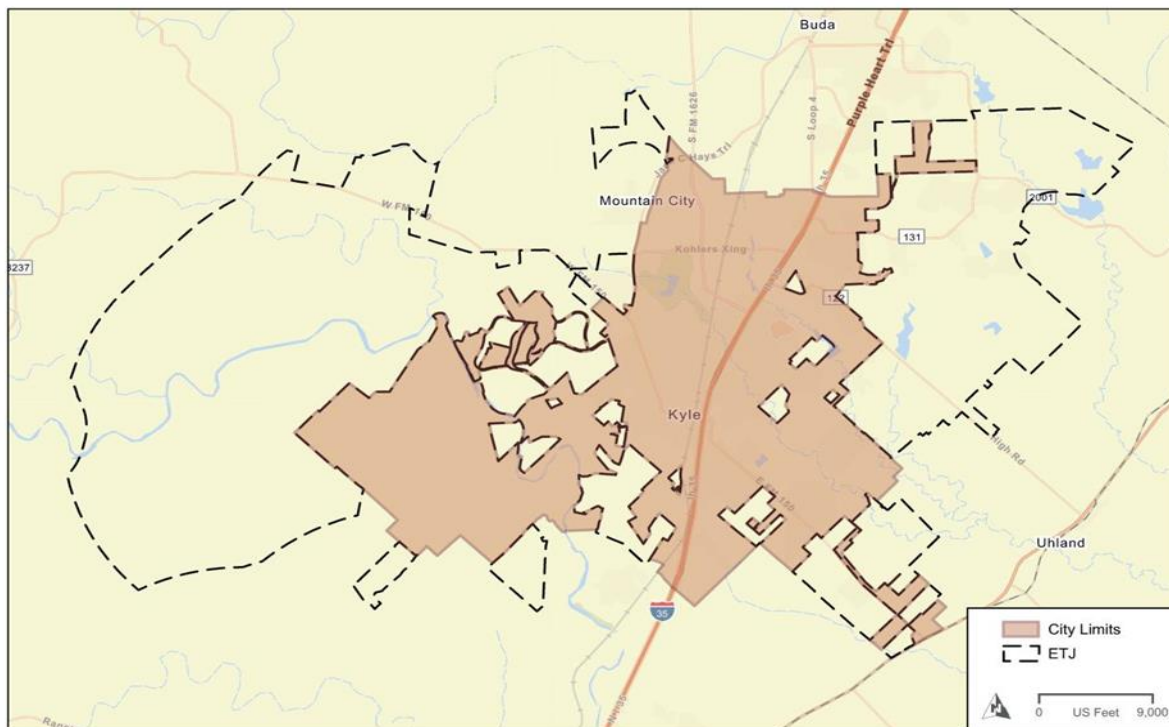
Jennifer Kirkland, City Secretary

“NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES”

NOTICE IS HEREBY GIVEN that the City Council of the City of Kyle, Texas will hold a public hearing at the Kyle City Council Chambers, located at 100 West Center Street, Kyle, Texas on December 5, 2023 at 7:00 pm to consider the amendment of land use assumptions, a capital improvements plan, and imposition of an updated impact fee for new or expanded services from the Kyle water and/or wastewater utilities.

The potential impact fee application area will be within the City of Kyle ETJ boundary shown in the map below. Within this area, the revised impact fee may be levied in-full or in-part, depending on the service arrangement and in no way obligates the City to extend service beyond its incorporated area. The maximum amount of impact fee that can be charged per service unit is \$6,169 for water service citywide and \$6,345 for wastewater service citywide. *The exact amount of the impact fees to be levied, at or below the maximum, will be determined by the Kyle City Council subsequent to the Public Hearing.*

Any person has the right to appear at the hearing and present evidence for or against the proposed fee. Information on prospective growth, land uses, and capital improvements that were used to calculate the maximum fee amount is available from the City of Kyle Engineering Department offices, located at 100 West Center Street, Kyle, Texas, from 8 am to 5 pm weekdays.



PATH: \\SANFORD\GIS\PROJECTS\GIS\2023\KYLE\GIS\2023\KYLE\IMPACT_FEE_UPDATED\2_WPMAP_2023\KYLE_IMPACT_FEE_UPDATE.aprx - USER: KJANNA - DATE: 2/2/2023

2023 Update of the Water and Wastewater Impact Fees of the City of Kyle

Prepared for:



Prepared by:

**HDR Engineering, Inc.
4401 West Gate Blvd, Suite 400
Austin, Texas 78745**



October 2023

Table of Contents

<u>Section</u>	<u>Page</u>
1.0 Introduction and Summary	1
2.0 Utility Service and Fee Application Area	2
3.0 Land Use Assumptions.....	4
4.0 Current and Projected Utility Demand and Supply.....	5
5.0 Identified Major Capital Improvement Needs and Costs	10
6.0 Consideration of Other Methods of Capital Payment	12
7.0 Alternative Maximum Impact Fee Calculations	12
8.0 Advisory Committee Actions and Recommendations	16

Appendix

A	Current Land Use Plan
B	Annual Growth Summary
C	Current Capacity Values for Existing Assets
D	Summary of 10-Year Water and Wastewater CIP Projects
E	Rate Credit Summary
F	LUE Fee Conversion Table

List of Figures

<u>Figure</u>		<u>Page</u>
1	Water and Wastewater Impact Fees Application Area	3

List of Tables

<u>Table</u>		<u>Page</u>
1	Current and Projected Land Use	4
2	Water and Wastewater Service Area Population	5
3	LUE Equivalent Conversion Factors.....	7
4	Estimated Water Service Demands and Available Capacity.....	8
5	Estimated Wastewater Service Demands and Available Capacity	9
6a	Water Cost Allocation	11
6b	Wastewater Cost Allocation.....	11
7	Existing or Anticipated Debt to be Paid through Utility Rates	13
8	Derivation of Alternative Maximum Water and Wastewater Impact Fee Amounts.....	14
9	Area Impact Fee Comparison.....	15

1.0 Introduction and Summary

The City of Kyle (City) is in the process of updating its water and wastewater impact fees to keep the fee current with its service area and updated CIP information. This report presents HDR Engineering, Inc.'s (HDR) maximum impact fee determination for consideration by the City's Capital Improvements Advisory Committee and the Kyle City Council.

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created or updated and assessed. Chapter 395 defines an impact fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price;
- Surveying and engineering fees;
- Land acquisition costs;
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP); and
- Projected interest charges and other financing costs for projects identified in the CIP.

Chapter 395 also identified items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified in the capital improvements plan;
- Repair, operation, or maintenance of existing or new capital improvements;
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above.

The methodology to determine the maximum fee amount considers two options. Consistent with State law, each fee component is calculated with either: (1) consideration of a credit for other methods of payments for utility capital by a new customer, such as through utility rates or taxes, or alternatively, (2) a reduction of the maximum fee amount equal to 50% of the unit capital cost of providing new service. By maximum amounts, this means that the determined fee amount was calculated as the highest that can be lawfully levied by the City, given the prospective land uses and capital improvements plan, the cost of existing and new utility capacity, and consideration of a credit to new customers for capital contributions made through rate payments. The City Council can decide to enact fees less than the maximum amounts shown in this report.

As detailed later in this report, the maximum impact fees were developed in component pieces. For instance, the overall water fee is comprised of separate amounts for water supply, treatment, pumping, elevated storage, ground storage, and transmission. This will facilitate the consideration of offsets or credits from the applicable fee if a developer builds and dedicates eligible facilities to the City or the City provides wholesale service to a neighboring utility and wishes to charge only certain portions of the fee. The maximum fee amounts do not include capital costs for facilities required to be provided by developers at their own expense.

Planning, service demand, and design factor assumptions used in the water and wastewater facility sizing and costing were provided by the City. Data on current utility demand, existing utility assets, needed future facilities, outstanding utility debt, and prospective cash versus debt financing were obtained from or coordinated with the City of Kyle staff. HDR combined these elements into the maximum impact fee calculations presented in this report.

2.0 Utility Service and Fee Application Area

The City's extraterritorial jurisdiction (ETJ) is the City's existing and anticipated 10-year future water and wastewater service area (shown in Figure 1 as the area inside the dashed lines) in which existing and projected land uses, water and wastewater utility demands, and capital improvements needs were assessed. In addition, the City does serve limited areas outside of its ETJ with water and wastewater service. Those areas were excluded in the land use update; however, the capital improvements plan identified in this report is adequate to serve these customers.

These fee application areas in its ETJ would be the locations in which Kyle may levy the impact fees, in-part or in-full, if City service is provided. This boundary does not, however, imply a legal obligation of the City to serve beyond its incorporated limits. If the City does not provide service, in-full or in-part, then the impact fees would not apply. Water and wastewater impact fees can also be levied to customers located outside of the ETJ if water and/or wastewater service is provided, and the fee is agreed to as a condition of service.

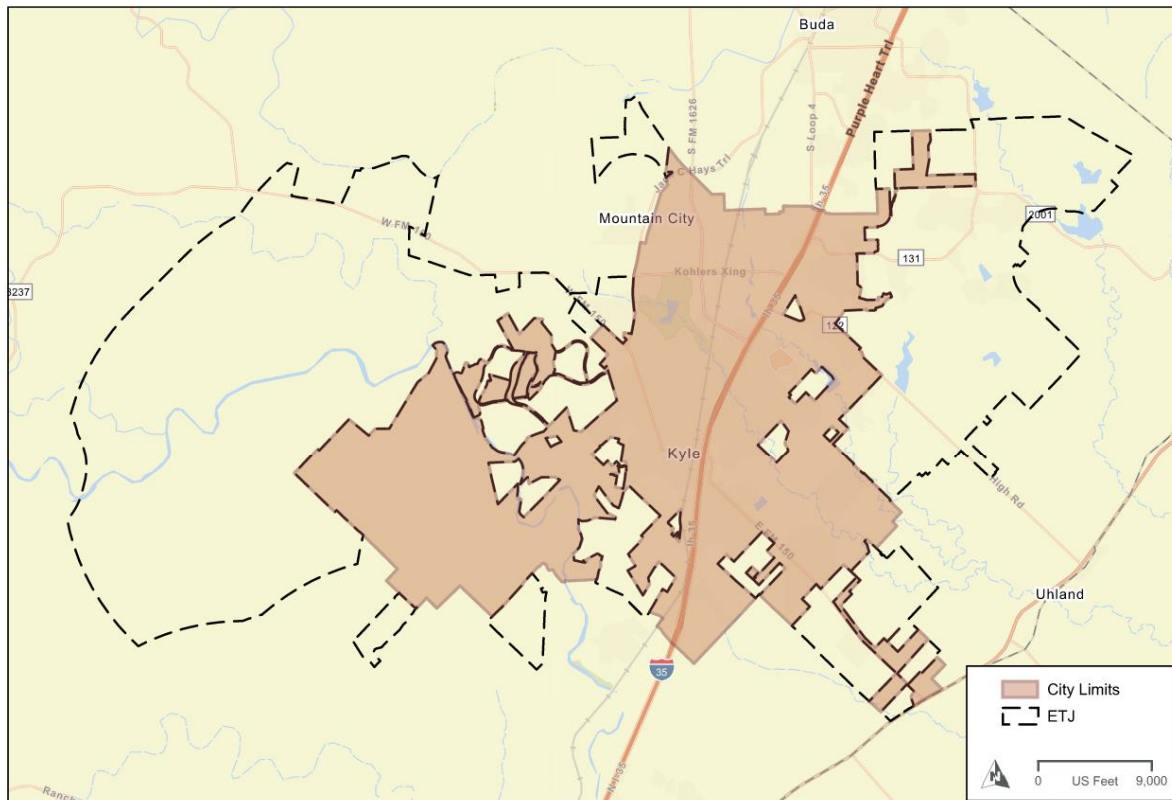


Figure 1. Water and Wastewater Impact Fees Application Area

3.0 Land Use Assumptions

Table 1 provides an estimate of the current and future land use patterns of the potential water and wastewater service area from information obtained from the City of Kyle planning department. Data was obtained from the City showing current land uses. This was then modified to show potential changes in land use over a 10-year pattern consistent with the projected growth trends of the City. A map of the current land uses is included as Appendix A. About 51.0% of the total ETJ area is currently in residential land uses with 7.0% in commercial or industrial uses. The remaining land area within the ETJ is either undeveloped or not served by City utilities.

Table 1.
Current and Projected Land Use

<i>Item</i>	<i>Current</i>		<i>Future (Including ETJ)</i>	
	<i>Acres</i>	<i>%</i>	<i>Acres</i>	<i>%</i>
Single-Family Residential	16,613	49.8%	21,597	64.8%
Multi-Family Residential	405	1.2%	506	1.5%
Commercial/Retail	951	2.9%	1,189	3.6%
Industrial	1,399	4.2%	1,609	4.8%
Open Space	1,148	3.4%	1,435	4.3%
Undeveloped/Not Served	12,827	38.5%	7,007	21.0%
Total Land Use Acreage	33,343	100%	33,343	100%
Source: City of Kyle Planning Department (Current); Assumptions based on future growth patterns (Future)				

Over time as the City grows into the planning area, developed land areas will both increase and become a higher percentage of overall land uses. Projected residential land uses are expected to increase to 66.3% of total potential service land area and commercial/industrial land use is expected to increase to 8.4% of total land use. It is projected that undeveloped land or land that is not served by City utilities will shrink to 25.3% of the total planning area over the 10-year planning period.

Table 2 shows the current population as well as the projected future population for both the water and wastewater utilities' service area. It is important to note that the City's water and wastewater service areas are not identical. There are other water providers which provide

service to areas within the City’s ETJ and in some cases within the City limits. Most notably are Goforth SUD and Countyline WSC; however, Aqua Texas and the City of San Marcos also provide limited water services within these areas. This is not the case with the wastewater utility; thus, the City provides service to a larger number of wastewater connections than water customers. Population values were calculated based on an assumed population of 3.4 persons per LUE. This is an assumption based on the City’s estimated service area population divided by the current number of LUEs. The service connections and LUEs were projected to grow at 5.0% per year over the planning period. Tables showing the projected annual growth in connections, LUEs and population is included as Appendix B.

Table 2.
Water and Wastewater Service Area Population

<i>Utility</i>	<i>2022</i>	<i>2032</i>	<i>% Increase</i>
Water	52,100	84,865	63%
Wastewater	57,459	93,904	63%

4.0 Current and Projected Utility Demand and Supply

Table 3 relates the number of water and wastewater utility connections by water meter size and what is termed a Living Unit Equivalent (or LUE) conversion factor for meters of varying sizes. The values in Table 3 represent the number of LUEs as of June 2022. The standard meter size for a single-family residential house in Kyle is a 5/8” water meter, which is considered to be one LUE.

Based on American Water Works Association standards, the equivalent number of 5/8” meters can be determined for water meters of larger size. In this manner, meters of larger size (i.e., larger potential service demands) can be presented in terms of the equivalent demand of a number of typical single-family homes. For this reason, the LUE concept is a useful tool for being able to apply a base fee amount to service requests of varying meter sizes.

Tables 4 and 5 summarize the City’s current and projected water and wastewater service demands and existing supply (service) capabilities by facility. Current and future service demands are also compared with the existing service capacity of the utility systems.

The current capacity values for existing assets (Appendix C) were based on the previous impact fee study and updated as needed by City staff. It was assumed that the water supply from the City's wells was not firm during a drought and is shown as zero. Further, it was assumed that water supply from the GBRA would be reduced by 20 percent due to water use restrictions, thus the capacity for that supply has been reduced by 20 percent from the full contract value. Cost values shown for assets are from the City's fixed asset database. It is important to note that the fixed assets database identified developer contributed capital. Any capital shown as developer contributed has been excluded from the impact fee as it is not allowed (the City did not expend funds to pay for those capital assets).

Water demand was forecast using population forecasts from the recently completed 2022 State Water Plan, water use factors determined from City billing data, and meter count/LUE estimates from the City Utility Billing Section. The water demand and wastewater demands are also consistent with recent modeling data to determine the future water and wastewater capital improvement program.

With the anticipated growth of the City and surrounding area, potable water utility demand in certain service areas is expected to exceed the existing capacity of water supply, water treatment, ground storage, elevated storage, water pumping and water transmission. The City has identified a 10-year water CIP to meet all needs during the planning period, including additional water supply and treatment, water pumping, ground and elevated storage and water transmission projects. A need for additional wastewater treatment, pumping capacity and conveyance capacity was also identified. The City is planning to add additional wastewater treatment, pumping capacity and conveyance capacity in the next 10-years.

Table 3.
LUE Equivalent Conversion Factors

Water Meter Size	Living Units Equivalent (LUEs) per Meter (a)	Number of Meters in 2022 (b)	Number of LUEs in 2022
Water			
5/8"	1.0	11,176	11,176
3/4"	1.5	56	84
1"	2.5	159	398
1.5"	5.0	107	535
2"	8.0	108	864
2.5"	12.0	65	780
3"	16.0	27	432
4"	25.0	23	575
6"	50.0	8	400
8"	80.0	1	80
10"	115.0	0	0
Total Water		11,730	15,324
Wastewater (c)			
5/8"	1.0	14,089	14,089
3/4"	1.5	33	50
1"	2.5	58	145
1.5"	5.0	65	325
2"	8.0	64	512
2.5"	12.0	33	396
3"	16.0	24	384
4"	25.0	23	575
6"	50.0	8	400
8"	80.0	1	80
10"	115.0	0	0
Total Wastewater		14,398	16,956
(a) Derived from AWWA C700-C703 standards for continuous rated flow performance scaled to 5/8" meter.			
(b) Source: City of Kyle, meter count as of June 2022.			
(c) Based on water meter size.			

Table 4.
Estimated Water Service Demands and Available Capacity

Facility Type	2022	2032	10-yr Demand Increment
Supply			
Existing 2022 Capacity (mgd) *	4.388	4.388	
Est. Service Demand	3.494	5.691	2.197
Excess (Deficiency)	0.894	(1.303)	
Existing 2022 Capacity (LUEs) *	19,246	19,246	
Est. Service Demand	15,324	24,960	9,637
Excess (Deficiency)	3,922	(5,715)	
Treatment			
Existing 2022 Capacity (mgd)	6.104	6.104	
Est. Service Demand	5.485	8.935	3.450
Excess (Deficiency)	0.619	(2.831)	
Existing 2022 Capacity (LUEs) *	17,053	17,053	
Est. Service Demand	15,324	24,960	9,637
Excess (Deficiency)	1,729	(7,908)	
Pumping			
Existing 2022 Capacity (mgd)	11.380	11.380	
Est. Service Demand	10.481	17.073	6.592
Excess (Deficiency)	0.899	(5.693)	
Existing 2022 Capacity (LUEs) *	16,637	16,637	
Est. Service Demand	15,324	24,960	9,637
Excess (Deficiency)	1,314	(8,323)	
Ground Storage			
Existing 2022 Capacity (mg)	2.600	2.600	
Est. Service Demand	3.065	4.992	1.927
Excess (Deficiency)	(0.465)	(2.392)	
Existing 2022 Capacity (LUEs) *	13,000	13,000	
Est. Service Demand	15,324	24,960	9,637
Excess (Deficiency)	(2,324)	(11,960)	
Elevated Storage			
Existing 2022 Capacity (mg)	2.200	2.200	
Est. Service Demand	3.065	4.992	1.927
Excess (Deficiency)	(0.865)	(2.792)	
Existing 2022 Capacity (LUEs) *	11,000	11,000	
Est. Service Demand	15,324	24,960	9,637
Excess (Deficiency)	(4,324)	(13,960)	
Transmission			
Existing 2022 Capacity (mgd)	10.000	10.000	
Est. Service Demand	10.481	17.073	6.592
Excess (Deficiency)	(0.481)	(7.073)	
Existing 2022 Capacity (LUEs) *	14,620	14,620	
Est. Service Demand	15,324	24,960	9,637
Excess (Deficiency)	(704)	(10,340)	
* Assume LUE conversion factor of :			
	228	gpd/LUE for wtr supply facilities	
	358	gpd/LUE for treatment	
	684	gpd/LUE for pumping	
	200	gals/LUE for ground storage	
	200	gals/LUE for elevated storage	
	684	gpd/LUE for transmission	

Table 5.
Estimated Wastewater Service Demands and Available Capacity

Facility Type	2022	2032	10-yr Demand Increment
Treatment			
Existing 2022 Capacity (mgd) *	4.500	4.500	
Est. Service Demand	2.781	5.025	2.244
Excess (Deficiency)	1.719	(0.525)	
Existing 2022 Capacity (LUEs) *	27,439	27,439	
Est. Service Demand	19,956	30,638	13,682
Excess (Deficiency)	10,484	(3,199)	
Pumping			
Existing 2022 Capacity (mgd)	7.070	7.070	
Est. Service Demand**	4.744	8.572	3.828
Excess (Deficiency)	2.326	(1.502)	
Existing 2022 Capacity (LUEs) *	13,064	13,064	
Est. Service Demand	8,766	15,840	7,074
Excess (Deficiency)	4,298	(2,776)	
Interceptors			
Existing 2022 Capacity (mgd)	10.200	10.200	
Est. Service Demand	9.176	16.581	7.405
Excess (Deficiency)	1.024	(6.381)	
Existing 2022 Capacity (LUEs) *	18,847	18,847	
Est. Service Demand	16,956	30,638	13,682
Excess (Deficiency)	1,892	(11,791)	
* Assume LUE conversion factor of :	164	gpd/LUE for ww treatment	
	541	gpd/LUE for ww pumping	
	541	gpd/LUE for interceptors	
** Assumes:	51.7%	of ww demand pumped	

5.0 Identified Major Capital Improvement Needs and Costs

Given the projected growth in water and wastewater demands, existing capacity, and the modeling of infrastructure needs, various additional facilities have been identified to meet the needs for the next 10 years. The City's 10-year capital need for new capacity totals \$101.3 million for water and \$176.9 million for wastewater (see Appendix D). It is important to note that not all this cost is assigned to new customers in the 10-year planning period.

Given the growth facing the City in the next ten years, improvements are needed in the areas of water supply, water treatment, water pumping, ground storage and water transmission. Kyle will also need noticeable improvements to its wastewater system, including treatment, pumping and wastewater interceptors that would serve future growth.

Specific projects that accomplish these service capacity goals are identified in Tables 6a and 6b along with their cost and allocation of existing and projected demand to these facilities. The 2022 percent utilization is the portion of a project's capacity required to serve existing development. It is not included in the impact fee eligible analysis and cost calculation. The 2032 percent utilization is the portion of the project's capacity that will be required to serve projected growth and existing customers in the City's service area in 2032. The difference between the 2032 and 2022 percent utilization is the portion of the project's capacity required to serve development from 2022 to 2032. This portion of the project's total cost that is used to serve development projected to occur from 2022 to 2032 is calculated as the total actual cost multiplied by the 2022 to 2032 percent utilization. Only this portion of the cost is used in the impact fee analysis. A weighted unit cost of service (\$ per LUE) is then calculated by facility type, based on the proportionate share of use of existing versus new facility capacity by the growth anticipated over the next ten years.

Water Cost Allocation									
No.	Description of Project	Project Type	Percent Utilization			Project Cost	Cost Allocation		
			2022	2032	2022-2032		Current Development	10-year (2022-2032)	Beyond 2032
EXISTING PROJECTS									
1	Water Supply	Water Supply	79.6%	100.0%	20.4%	\$ 5,533,681	\$ 4,405,958	\$ 1,127,723	\$ -
2	Water Treatment	Water Treatment	89.9%	100.0%	10.1%	\$ 1,808,240	\$ 1,624,885	\$ 183,355	\$ -
3	Water Pumping	Water Pumping	92.1%	100.0%	7.9%	\$ 1,076,875	\$ 991,830	\$ 85,045	\$ -
4	Ground Storage	Ground Storage	100.0%	100.0%	0.0%	\$ 2,230,927	\$ 2,230,927	\$ -	\$ -
5	Elevated Storage	Elevated Storage	100.0%	100.0%	0.0%	\$ 3,262,301	\$ 3,262,301	\$ -	\$ -
6	Water Transmission	Water Transmission	100.0%	100.0%	0.0%	\$ 6,299,000	\$ 6,299,000	\$ -	\$ -
Existing Project Totals						\$ 20,211,024	\$ 18,814,901	\$ 1,396,124	\$ -
PROPOSED PROJECTS									
1	Alliance Supply	Water Supply	25.0%	100.0%	75.0%	\$ 37,315,186	\$ 9,328,797	\$ 27,986,390	\$ -
2	Alliance Supply	Water Treatment	25.0%	100.0%	75.0%	\$ 4,146,132	\$ 1,036,533	\$ 3,109,599	\$ -
3	Yarrington & Lehman Pump Stations	Water Pumping	0.0%	100.0%	100.0%	\$ 140,000	\$ -	\$ 140,000	\$ -
4	Waterstone Water Tank	Ground Storage	10.0%	75.0%	65.0%	\$ 5,114,645	\$ 511,465	\$ 3,324,519	\$ 1,278,661
5	FM 1626 GST & Pump Station Improvements Phase 1	Ground Storage	10.0%	75.0%	65.0%	\$ 34,694,601	\$ 3,469,460	\$ 22,551,491	\$ 8,673,650
6	Water Tank - Anthem Plum Creek Development (City's Contribution)	Ground Storage	10.0%	100.0%	90.0%	\$ 614,514	\$ 61,451	\$ 553,063	\$ -
7	Lehman Additional Ground Storage Tank	Ground Storage	10.0%	75.0%	65.0%	\$ 12,000,000	\$ 1,200,000	\$ 7,800,000	\$ 3,000,000
8	FM 110 Waterline	Water Transmission	10.0%	75.0%	65.0%	\$ 1,900,000	\$ 190,000	\$ 1,235,000	\$ 475,000
9	Waterline from Anthem to FM2770 and Kohler's Crossing (16 inch)	Water Transmission	10.0%	75.0%	65.0%	\$ 3,590,918	\$ 359,092	\$ 2,334,097	\$ 897,730
10	Crosswinds Betterment	Water Transmission	10.0%	100.0%	90.0%	\$ 294,000	\$ 29,400	\$ 264,600	\$ -
11	Various Other Transmission Mains	Water Transmission	10.0%	75.0%	65.0%	\$ 1,500,000	\$ 150,000	\$ 975,000	\$ 375,000
Proposed Project Totals						\$ 101,309,996	\$ 16,336,197	\$ 70,273,758	\$ 14,700,041

Project Type	10-Year Cost	Growth in LUEs	Cost/LUE
Water Supply	\$ 29,114,113	9,637	\$ 3,021
Water Treatment	\$ 3,292,954	9,637	\$ 342
Water Pumping	\$ 225,045	9,637	\$ 23
Ground Storage	\$ 34,229,073	9,637	\$ 3,552
Elevated Storage	\$ -	9,637	\$ -
Water Transmission	\$ 4,808,697	9,637	\$ 499
Total Cost/LUE	\$ 71,669,881	9,637	\$ 7,437

Wastewater Cost Allocation									
No.	Description of Project	Project Type	Percent Utilization			Project Cost	Cost Allocation		
			2022	2032	2022-2032		Current Development	10-year (2022-2032)	Beyond 2032
EXISTING PROJECTS									
1	Wastewater Treatment	Wastewater Treatment	61.8%	100.0%	38.2%	\$ 5,520,817	\$ 3,411,499	\$ 2,109,318	\$ -
2	Wastewater Pumping	Wastewater Pumping	67.1%	100.0%	32.9%	\$ 896,877	\$ 601,828	\$ 295,049	\$ -
3	Interceptors	Interceptors	90.0%	100.0%	10.0%	\$ 3,900,000	\$ 3,508,592	\$ 391,408	\$ -
Existing Project Totals						\$ 10,317,694	\$ 7,521,919	\$ 2,795,775	\$ -
PROPOSED PROJECTS									
1	WWTP Expansion Ph 2 (9 MGD)	Wastewater Treatment	0.0%	50.0%	50.0%	\$ 62,000,000	\$ -	\$ 31,000,000	\$ 31,000,000
2	WWTP Expansion Ph 3 (12 MGD)	Wastewater Treatment	0.0%	0.0%	0.0%	\$ 41,250,000	\$ -	\$ -	\$ 41,250,000
3	WWTP General Improvements	Wastewater Treatment	0.0%	50.0%	50.0%	\$ 1,500,000	\$ -	\$ 750,000	\$ 750,000
4	Indian Paintbrush Lift Station Improvement	Wastewater Pumping	0.0%	80.0%	80.0%	\$ 3,177,844	\$ -	\$ 2,542,275	\$ 635,569
5	Quail Ridge WW Lines & LS	Wastewater Pumping	0.0%	85.0%	85.0%	\$ 1,000,000	\$ -	\$ 850,000	\$ 150,000
6	Southside Wastewater Collection System	Interceptors	0.0%	80.0%	80.0%	\$ 8,222,735	\$ -	\$ 6,578,188	\$ 1,644,547
7	Bunton Creek Interceptor Ph 3.1	Interceptors	0.0%	85.0%	85.0%	\$ 4,082,220	\$ -	\$ 3,469,887	\$ 612,333
8	Bunton Creek Interceptor Ph 3.2	Interceptors	0.0%	85.0%	85.0%	\$ 1,500,000	\$ -	\$ 1,275,000	\$ 225,000
9	Elliot Branch Interceptor Ph 1	Interceptors	0.0%	85.0%	85.0%	\$ 5,438,919	\$ -	\$ 4,623,081	\$ 815,838
10	Center Street Village Wastewater Improvement	Interceptors	0.0%	85.0%	85.0%	\$ 4,547,866	\$ -	\$ 3,865,686	\$ 682,180
11	Plum Creek Golf Course Interceptor	Interceptors	0.0%	75.0%	75.0%	\$ 5,961,927	\$ -	\$ 4,471,445	\$ 1,490,482
12	Plum Creek Golf Course Reclaimed Waterline	Interceptors	0.0%	90.0%	90.0%	\$ 2,300,000	\$ -	\$ 2,070,000	\$ 230,000
13	North Trails WW Interceptor Upgrade to 36"	Interceptors	0.0%	60.0%	60.0%	\$ 4,557,286	\$ -	\$ 2,734,372	\$ 1,822,914
14	Four Seasons Farms WW Interceptor Upgrade to 36"	Interceptors	0.0%	85.0%	85.0%	\$ 890,000	\$ -	\$ 756,500	\$ 133,500
15	Steeplechase WW Interceptor Upgrade to 30"	Interceptors	0.0%	85.0%	85.0%	\$ 2,900,000	\$ -	\$ 2,465,000	\$ 435,000
16	Dacy WW Pipeline Upgrade to 18"	Interceptors	0.0%	90.0%	90.0%	\$ 1,250,000	\$ -	\$ 1,125,000	\$ 125,000
17	WWTP Interceptor Improvement Ph 1	Interceptors	0.0%	95.0%	95.0%	\$ 15,700,000	\$ -	\$ 14,915,000	\$ 785,000
18	WWTP Interceptor Improvement Ph 2	Interceptors	0.0%	0.0%	0.0%	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000
19	Waterleaf Interceptor	Interceptors	0.0%	85.0%	85.0%	\$ 3,116,494	\$ -	\$ 2,649,020	\$ 467,474
Proposed Project Totals						\$ 176,895,291	\$ -	\$ 86,140,454	\$ 90,754,837

Project Type	10-Year Cost	Growth in LUEs	Cost/LUE
Wastewater Treatment	\$ 33,859,318	10,663	\$ 3,175
Wastewater Pumping	\$ 3,687,324	5,513	\$ 669
Interceptors	\$ 51,389,587	10,663	\$ 4,819
Total Cost/LUE	\$ 88,936,229	8,946	\$ 8,664

6.0 Consideration of Other Methods of Capital Payment

For utilities that charge an impact fee, the new customer pays for capital in two ways: (1) initially through the up-front impact fee, and (2) over the longer-term through utility rate payments, where typically some portion of customer rate payments also funds capital projects.

The 77th Texas Legislature amended Chapter 395 of the Local Government Code to require either: (1) a calculated credit for rate payments be reflected in the fee amount, or (2) a credit equal to 50% of the total projected cost of the capital improvements plan be given in calculating the maximum fee amount.

Table 7 indicates the estimated cost per LUE that is projected to be borne in the utility rates by the average new customer. The rate credit calculation considered: (1) existing debt, (2) future debt payments incurred in the year in which the facilities would be built and financed, and (3) the projected LUEs at the mid-point year of the weighted average life of the debt for the facilities that are part of the impact fee calculation for each utility. See Appendix E for further explanation of the rate credit methodology.

7.0 Alternative Impact Fee Calculations

Table 8 summarizes the unit capital cost of providing new service and the two alternative credit calculations for new customers. The alternative approach that calculates a specific rate credit (Option A) results in the maximum impact fee calculation of \$6,169 per LUE for water and \$6,345 per LUE for wastewater, totaling \$12,514 per LUE.

As shown in Table 8, the alternative 50% of capital cost method for calculating a rate credit (Option B) results in a lesser water impact fee of \$3,720 per LUE and wastewater fee of \$4,333 per LUE, yielding an overall fee of \$8,052 per LUE.

Table 7.
Existing or Anticipated Debt to be Paid through Utility Rates

<i>Facility Type</i>	<i>Est. Debt in Rates</i>	<i>Mid-Point LUEs</i>	<i>Est. Debt in Rates per LUE</i>
WATER UTILITY			
Supply			
Existing Debt	\$ 344,426	20,142	\$ 17
Series 2022-2032	9,122,379	20,142	453
Subtotal Water Supply	9,466,805		470
Treatment			
Existing Debt	70,839	20,142	4
Series 2022-2032	1,013,598	20,142	50
Subtotal Water Treatment	1,084,437		54
Pumping			
Existing Debt	42,187	20,142	2
Series 2022-2032	34,226	20,142	2
Subtotal Water Pumping	76,413		4
Ground Storage			
Existing Debt	87,398	20,142	4
Series 2022-2032	12,815,946	20,142	636
Subtotal Ground Storage	12,903,344		641
Elevated Storage			
Existing Debt	0	20,142	0
Series 2022-2032	0	20,142	0
Subtotal Elevated Storage	0		0
Transmission			
Existing Debt	246,769	20,142	12
Series 2022-2032	1,780,931	20,142	88
Subtotal Transmission Lines	2,027,931		101
Total Water			\$1,269
WASTEWATER UTILITY			
Treatment			
Existing Debt	\$ 4,518,307	22,287	\$ 203
Series 2022-2032	25,608,051	22,287	1,149
Subtotal WWTP	30,126,359		1,352
Pumping			
Existing Debt	734,016	22,287	33
Series 2022-2032	1,021,350	22,287	46
Subtotal Wastewater Pumping	1,755,366		79
Interceptors			
Existing Debt	3,191,810	22,287	143
Series 2022-2032	16,615,884	22,287	746
Subtotal Interceptors	19,807,694		889
Total Wastewater			\$2,319
Total Water and Wastewater			\$3,588

Table 8.
Derivation of Alternative Maximum Water and Wastewater
Impact Fee Amounts

Item	Capital Cost of New Service per LUE	Optional Adjustments		Option A	Option B	Highest of Option A or B
		Option A Rate Credit	Option B 50% Cost Adjustment			
WATER						
Supply	\$ 3,021	\$ 470	\$ 1,511	\$ 2,551	\$ 1,511	
Treatment	342	54	171	288	171	
Pumping	23	4	12	20	12	
Ground Storage	3,552	641	1,776	2,911	1,776	
Elevated Storage	0	0	0	0	0	
Transmission	499	101	249	398	349	
Allocated Impact Fee Study Cost	1			1	1	
Total Water	\$7,438	\$1,269	\$3,719	\$6,169	\$3,720	\$6,169
WASTEWATER						
Treatment	\$ 3,175	\$ 1,352	\$ 1,588	\$ 1,824	\$ 1,588	
Pumping	669	79	334	590	334	
Interceptors	4,819	889	2,410	3,931	2,410	
Allocated Impact Fee Study Cost	1			1	1	
Total Wastewater	\$8,665	\$2,319	\$4,332	\$6,345	\$4,333	\$6,345
TOTAL WATER/WASTEWATER	\$16,103	\$3,588	\$8,050	\$12,514	\$8,052	\$12,514

The fee methodology was replicated for each major facility type in the utility system (e.g., supply, treatment, pumping, elevated storage, ground storage, and transmission) so that the total fee amount is the sum of the component facility fees. This provides a basis for extending the fee to wholesale customers of the City or granting fee offsets if a developer cost-participates with the City on CIP projects.

For comparison purposes, the current impact fees of other near-by cities are listed in Table 9.

Table 9.
Area Impact Fee Comparison

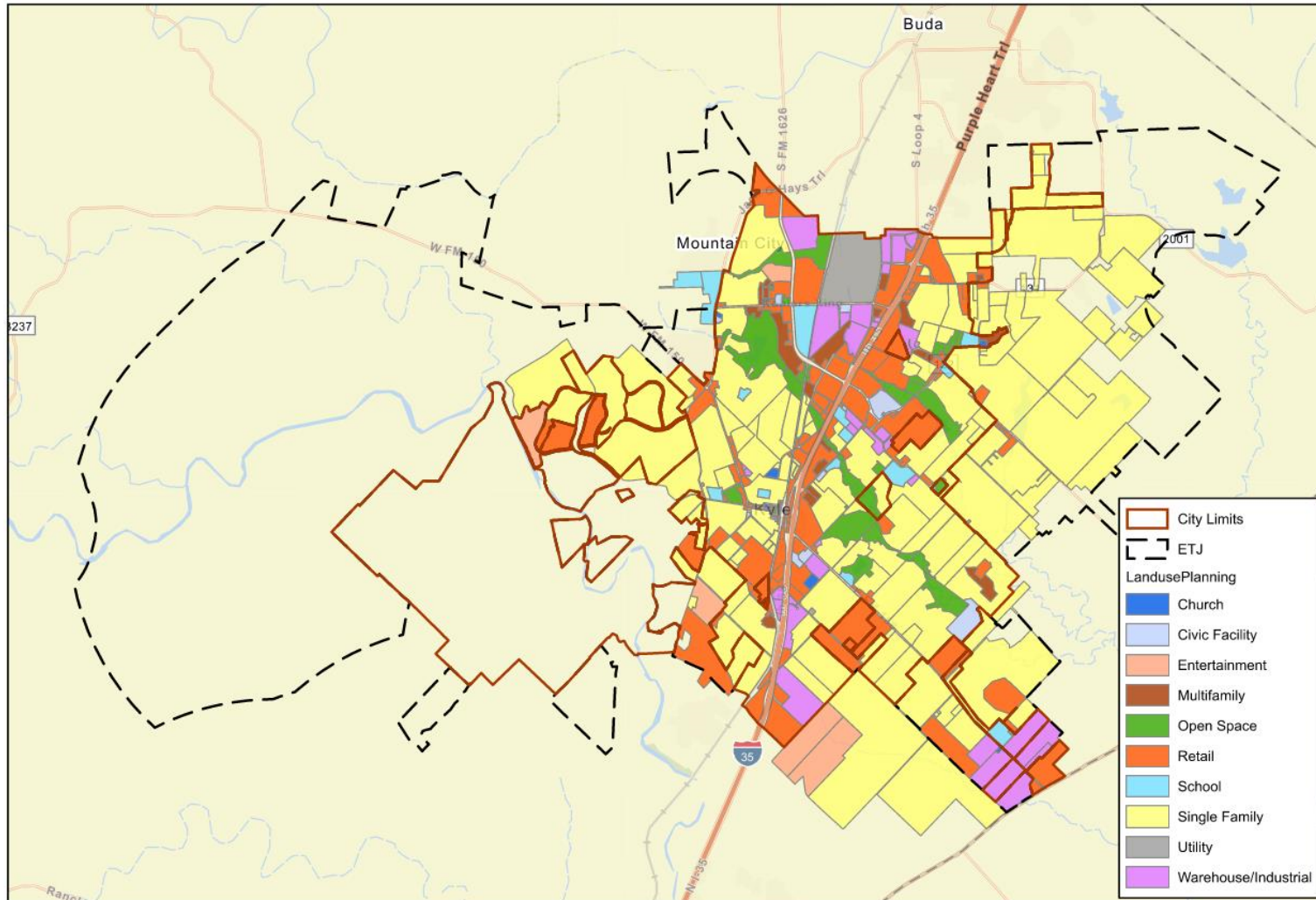
City/Utility	Water	Wastewater	Total
Pflugerville (Service Area 2)	\$14,713	\$15,136	\$29,849
New Braunfels Utilities	\$19,448	\$6,244	\$25,692
Pflugerville (Service Area 1)	\$14,713	\$1,316	\$16,029
Kyle – New Maximum	\$6,169	\$6,345	\$12,514
Hutto	\$8,832	\$2,788	\$11,620
Leander	\$4,309	\$4,452	\$8,761
Austin	\$4,700	\$2,500	\$7,200
San Marcos	\$3,801	\$2,684	\$6,485
Kyle – Current	\$3,535	\$2,826	\$6,361
Cedar Park	\$3,160	\$3,170	\$6,330
Round Rock	\$4,025	\$2,099	\$6,124
Buda	\$2,187	\$2,531	\$4,718
Universal City	\$3,881	\$655	\$4,536
Lockhart	\$1,700	\$1,346	\$3,046

8. Advisory Committee Actions and Recommendations

The following summarizes the Capital Improvements Advisory Committee activities during the impact fee updating process:

- ❑ On February 9, 2023, the Committee met to:
 - Review Chapter 395 Impact Fee process and requirements.
- ❑ On March 16, 2023, the Committee met to:
 - Review population and land use information;
 - Review CIP information;
 - Review methodology for maximum fee calculation;
 - Review unit cost calculations and maximum fee calculation; and
 - Receive draft report for review.
- ❑ On March 28, 2023, the Committee met to:
 - Approve the Impact Fee Report. By approving this report the Committee found the following:
 - The land use assumptions used in the report are reasonable;
 - The CIP used in the report is reasonable; and
 - The method used to calculate the maximum impact fee is reasonable.
- ❑ On October 10, 2023, in response to changes made related to comments received from Launch Development Finance Advisors on behalf of the Home Builders Association of Austin, the Committee met to:
 - Approve the Impact Fee Report as updated. By approving this report the Committee found the following:
 - The land use assumptions used in the report are reasonable;
 - The CIP used in the report is reasonable; and
 - The method used to calculate the maximum impact fee is reasonable.
 - In addition, the Committee recommends to City Council that an effective impact fee of \$6,169 per LUE for water and \$6,345 per LUE for wastewater be adopted and that the impact fee study be updated no later than three years from the approval of this report.

Appendix A
Current Land Use Plan



Appendix B
Annual Growth Summary

FORECAST OF WATER CUSTOMER BASE AND UTILITY DEMAND										
CITY OF KYLE										
Year	Service Connections	Living Units Equivalent (LUEs)	Service Population ^a	Avg. Day Demand ^b (mgd)	Peak Day Demand (mgd)	Peak Hour Demand (mgd)	Ground Storage Rqmts (mg)	Elevated Storage Rqmts (mg)	Service Population Annual Growth Rate	
2022	11,730	15,324	52,100	3.494	5.485	10.481	3.065	3.065	5.0%	
2023	12,317	16,090	54,705	3.668	5.759	11.005	3.218	3.218	5.0%	
2024	12,932	16,894	57,440	3.852	6.047	11.556	3.379	3.379	5.0%	
2025	13,579	17,739	60,312	4.044	6.350	12.133	3.548	3.548	5.0%	
2026	14,258	18,626	63,328	4.247	6.667	12.740	3.725	3.725	5.0%	
2027	14,971	19,557	66,494	4.459	7.001	13.377	3.911	3.911	5.0%	
2028	15,719	20,535	69,819	4.682	7.351	14.046	4.107	4.107	5.0%	
2029	16,505	21,562	73,310	4.916	7.718	14.748	4.312	4.312	5.0%	
2030	17,331	22,640	76,975	5.162	8.104	15.486	4.528	4.528	5.0%	
2031	18,197	23,772	80,824	5.420	8.509	16.260	4.754	4.754	5.0%	
2032	19,107	24,960	84,865	5.691	8.935	17.073	4.992	4.992		

(a) Source: Census.gov estimate of 3.4 people/LUE times 15,324 LUEs.

(b) Represents avg. day use in hot, dry year.

FORECAST OF WASTEWATER CUSTOMER BASE AND UTILITY DEMAND						
CITY OF KYLE						
Year	Service Connections	Living Units Equivalent (LUEs)	Service Population ^a	Avg. Day Demand (mgd)	Peak Hour Demand (mgd)	Annual Growth Rate
2022	14,398	16,956	57,649	2.781	9.176	5.0%
2023	15,118	17,803	60,531	2.920	9.635	5.0%
2024	15,874	18,693	63,558	3.066	10.117	5.0%
2025	16,667	19,628	66,736	3.219	10.623	5.0%
2026	17,501	20,610	70,072	3.380	11.154	5.0%
2027	18,376	21,640	73,576	3.549	11.712	5.0%
2028	19,295	22,722	77,255	3.726	12.297	5.0%
2029	20,259	23,858	81,118	3.913	12.912	5.0%
2030	21,272	25,051	85,173	4.108	13.558	5.0%
2031	22,336	26,304	89,432	4.314	14.235	5.0%
2032	23,453	27,619	93,904	4.529	14.947	

(a) Source: Estimated service connection supplied by the City of Kyle times 3.40 people per LUE.

Appendix C
Current Capacity Values for Existing Assets

WATER INVENTORY OF CURRENT ASSETS		
Facility Name	Construction Cost	Capacity
WATER SUPPLY		mgd
County Line Water Rights	\$ 519,402	0.5
GBRA Supply	\$ 4,005,422	3.9
Well #1	\$ 21,237	-
Well #2	\$ 24,926	-
Well #3	\$ 26,185	-
Well #5	\$ 408,759	-
Well #4	\$ 527,750	-
TOTAL WATER SUPPLY	\$ 5,533,681	4.4
WATER TREATMENT - PRODUCTION		peak day mgd
GBRA Supply	\$ 1,058,103	6.1
Well #1	\$ 55,000	-
Well #2	\$ 55,000	-
Well #3	\$ 31,000	-
Well #5	\$ 55,000	-
Well #4	\$ 35,000	-
Other Treatment Facilities	\$ 75,000	-
SCADA System	\$ 444,137	-
TOTAL WATER TREATMENT	\$ 1,808,240	6.1
PUMPING		peak hr mgd
Rebel Drive	\$ 60,000	3.2
Well 3	\$ 68,274	1.4
Yarrington Station (2010)	\$ 15,298	2.4
Lehman (2009)	\$ 456,625	2.2
1626 Station (2009)	\$ 476,678	2.2
TOTAL PUMPING	\$ 1,076,875	11.4
GROUND STORAGE		mill. gals.
Stagecoach Road (1996)	\$ 400,848	0.5
Rebel Drive (1991)	\$ 463,041	0.3
Yarrington Road (2001)	\$ 569,430	0.8
Lehman Road (2007)	\$ 396,757	0.5
FM 1626 (2007)	\$ 400,851	0.5
TOTAL GROUND STORAGE	\$ 2,230,927	2.600
ELEVATED STORAGE		mill. gals.
Champion Park (1988)	\$ 108,207	-
Roland Lane (1994)	\$ 263,518	0.300
Stagecoach Road (1997)	\$ 376,677	0.150
Dacy Lane (2001)	\$ 250,664	0.300
Post Oak (2001)	\$ 1,461,550	0.750
Plum Creek (2001)	\$ 91,889	0.200
Kohlers Crossing (2007)	\$ 709,796	0.500
TOTAL ELEVATED STORAGE	\$ 3,262,301	2.200
TRANSMISSION		peak hr mgd
Various Transmission Mains	\$ 6,299,000	10.0
TOTAL TRANSMISSION	\$ 6,299,000	10.0

WASTEWATER INVENTORY OF CURRENT ASSETS		
Facility Name	Construction Cost	Capacity Total
TREATMENT		mgd
City of Kyle WWTP	\$ 5,520,817	4.5
TOTAL TREATMENT	\$ 5,520,817	4.5
WASTEWATER PUMPING		mgd
Woodlands	\$ -	0.3
Crosswinds Regional	\$ -	0.4
Crosswinds Nautical Loop	\$ 871,600	0.8
Indian Paintbrush (2009)	\$ 25,277	1.6
Kensington Trails	\$ -	0.8
Cypress Forest	\$ -	0.6
Masonwood	\$ -	0.8
Hemphill	\$ -	0.1
Hays Commerce	\$ -	0.5
Six Creeks	\$ -	0.8
Southside	\$ -	0.3
TOTAL WASTEWATER PUMPING	\$ 896,877	7.1
INTERCEPTORS		mgd
Misc. Sewer Mains	\$ 3,900,000	10.2
TOTAL INTERCEPTORS	\$ 3,900,000	10.2

Appendix D
Summary of 10-Year Water and Wastewater CIP Projects

WATER CAPITAL IMPROVEMENT PLAN (10-Year)

Project Name	Project Type	Estimated Project Cost
Alliance Supply Project	Water Supply	\$37,315,186
Alliance Supply Project (Treatment Portion)	Water Treatment	\$4,146,132
Yarrington & Lehman Pump Stations	Water Pumping	\$140,000
Waterstone Water Tank	Ground Storage	\$5,114,645
FM 1626 GST & Pump Station Improvements Phase 1	Ground Storage	\$34,694,601
Water Tank – Anthem Plum Creek Development (City Contribution)	Ground Storage	\$614,514
Lehman Additional Ground Storage Tank	Ground Storage	\$12,000,000
FM 110 Waterline	Water Transmission	\$1,900,000
Waterline from Anthem to FM 2770 and Kohler's Crossing	Water Transmission	\$3,590,918
Crosswind's Betterment	Water Transmission	\$294,000
Various Other Transmission Mains	Water Transmission	\$1,500,000

WASTEWATER CAPITAL IMPROVEMENT PLAN (10-Year)

Project Name	Project Type	Estimated Project Cost
WWTP Expansion Ph2 (9 MGD)	Wastewater Treatment	\$62,000,000
WWTP Expansion Ph3 (12 MGD)	Wastewater Treatment	\$41,250,000
WWTP General Improvements	Wastewater Treatment	\$1,500,000
Indian Paintbrush Lift Station Improvement	Wastewater Pumping	\$3,177,844
Quail Ridge WW Line & LS	Wastewater Pumping	\$1,000,000
Southside Wastewater Collection System	Interceptors	\$8,222,735
Bunton Creek Interceptor Ph 3.1	Interceptors	\$4,082,220
Bunton Creek Interceptor Ph 3.2	Interceptors	\$1,500,000
Elliot Branch Interceptor Ph 1	Interceptors	\$5,438,919
Center Street Village Wastewater Improvement	Interceptors	\$4,547,866
Plum Creek Golf Course Interceptor	Interceptors	\$5,961,927
Plum Creek Golf Course Reclaimed Waterline	Interceptors	\$2,300,000
North Trails WW Interceptor Upgrade to 36"	Interceptors	\$4,557,286
Four Seasons Farms WW Interceptor Upgrade to 36"	Interceptors	\$890,000
Steeplechase WW Interceptor Upgrade to 30"	Interceptors	\$2,900,000
Dacy WW Pipeline Upgrade to 18"	Interceptors	\$1,250,000
WWTP Interceptor Improvement Ph 1	Interceptors	\$15,700,000
WWTP Interceptor Improvement Ph 2	Interceptors	\$7,500,000
Waterleaf Interceptor	Interceptors	\$3,116,494

Appendix E
Rate Credit Summary

To calculate the credit shown in Table 7, the following process was utilized.

First, the City's existing debt was examined to determine the percent of each debt issue that is related to water versus wastewater. Note, only the first ten years of the tables are shown below; however, the full debt repayment period was considered in the calculation. By including the full debt repayment schedule, this provides for a greater rate credit and a smaller impact fee.

Issuance	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2014GO	\$ 278,800	\$ 278,800	\$ 1,358,800	\$ 1,720,600	\$ 1,721,200	\$ 1,719,400	\$ 1,305,200				
2015GO	\$ 4,039,250	\$ 4,040,450	\$ 2,977,050	\$ 2,981,450	\$ 2,982,450	\$ 2,240,050	\$ 2,244,150	\$ 2,239,775	\$ 3,309,775	\$ 2,199,375	\$ 3,358,975
2016GO	\$ 1,371,750	\$ 1,372,025	\$ 1,371,250	\$ 1,374,350	\$ 105,600	\$ 770,600	\$ 79,000	\$ 1,024,000	\$ 41,200	\$ 1,071,200	
2020CO	\$ 1,665,350	\$ 1,665,200	\$ 1,664,600	\$ 1,662,850	\$ 1,664,850	\$ 1,665,350	\$ 1,664,350	\$ 1,661,850	\$ 1,662,850	\$ 1,662,100	\$ 1,664,600
2020GO	\$ 744,975	\$ 741,600	\$ 742,225	\$ 402,500	\$ 301,600	\$ 299,250	\$ 306,750	\$ 308,500	\$ 304,500		
Total	\$ 8,100,125	\$ 8,098,075	\$ 8,113,925	\$ 8,141,750	\$ 6,775,700	\$ 6,694,650	\$ 5,599,450	\$ 5,234,125	\$ 5,318,325	\$ 4,932,675	\$ 5,023,575
Percent Water											
Issuance	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2014GO	15.9%	15.9%	15.9%	15.9%	15.9%	15.9%	15.9%	15.9%	15.9%	15.9%	15.9%
2015GO	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
2016GO	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%
2020CO	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2020GO	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%
	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Percent Wastewater											
Issuance	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2014GO	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
2015GO	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
2016GO	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
2020CO	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2020GO	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Water Debt											
Issuance	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2014GO	\$ 44,329.20	\$ 44,329	\$ 216,049	\$ 273,575	\$ 273,671	\$ 273,385	\$ 207,527	\$ -	\$ -	\$ -	\$ -
2015GO	\$ 119,158	\$ 119,193	\$ 87,823	\$ 87,953	\$ 87,982	\$ 66,081	\$ 66,202	\$ 66,073	\$ 97,638	\$ 64,882	\$ 99,090
2016GO	\$ 91,221	\$ 91,240	\$ 91,188	\$ 91,394	\$ 7,022	\$ 51,245	\$ 5,254	\$ 68,096	\$ 2,740	\$ 71,235	\$ -
2020CO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2020GO	\$ 3,278	\$ 3,263	\$ 3,266	\$ 1,771	\$ 1,327	\$ 1,317	\$ 1,350	\$ 1,357	\$ 1,340	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 257,986	\$ 258,025	\$ 398,326	\$ 454,693	\$ 370,003	\$ 392,028	\$ 280,332	\$ 135,527	\$ 101,718	\$ 136,116	\$ 99,090
Wastewater Debt											
Issuance	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2014GO	\$ 6,914.24	\$ 6,914	\$ 33,698	\$ 42,671	\$ 42,686	\$ 42,641	\$ 32,369	\$ -	\$ -	\$ -	\$ -
2015GO	\$ 18,581	\$ 18,586	\$ 13,694	\$ 13,715	\$ 13,719	\$ 10,304	\$ 10,323	\$ 10,303	\$ 15,225	\$ 10,117	\$ 15,451
2016GO	\$ 14,266	\$ 14,269	\$ 14,261	\$ 14,293	\$ 1,098	\$ 8,014	\$ 822	\$ 10,650	\$ 428	\$ 11,140	\$ -
2020CO	\$ 1,665,350	\$ 1,665,200	\$ 1,664,600	\$ 1,662,850	\$ 1,664,850	\$ 1,665,350	\$ 1,664,350	\$ 1,661,850	\$ 1,662,850	\$ 1,662,100	\$ 1,664,600
2020GO	\$ 521	\$ 519	\$ 520	\$ 282	\$ 211	\$ 209	\$ 215	\$ 216	\$ 213	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,705,632	\$ 1,705,488	\$ 1,726,773	\$ 1,733,811	\$ 1,722,564	\$ 1,726,519	\$ 1,708,078	\$ 1,683,019	\$ 1,678,717	\$ 1,683,358	\$ 1,680,051

Next, these totals for water and wastewater are carried over and assumptions are made about the percent of debt associated with each capital asset type. In most cases, this information is not readily available, so the construction cost estimates from the current asset list are used to determine the percentages.

EXISTING DEBT											
	Issue		2022	2023	2024	2025	2026	2027	2028	2029	2030
Series	Water	Payment	\$ 257,986	\$ 258,025	\$ 398,326	\$ 454,693	\$ 370,003	\$ 392,028	\$ 280,332	\$ 135,527	\$ 101,718
Series	WW	Payment	\$ 1,705,632	\$ 1,705,488	\$ 1,726,773	\$ 1,733,811	\$ 1,722,564	\$ 1,726,519	\$ 1,708,078	\$ 1,683,019	\$ 1,678,717
Series		Payment									
Series		Payment									
Series		Payment									
Total Existing Debt Payments			\$ 1,963,619	\$ 1,963,514	\$ 2,125,099	\$ 2,188,504	\$ 2,092,567	\$ 2,118,547	\$ 1,988,411	\$ 1,818,545	\$ 1,780,435

EXISTING DEBT - FUNDED FACILITIES BY PERCENT						
Facility		Existing Bond Issues				
		Water	WW	0	0	0
Water						
	Supply	43.5%				
	Treatment	8.9%				
	Pumping	5.3%				
	Ground Storage	11.0%				
	Elevated Storage	0.0%				
	Transmission	31.2%				
	Total	100.0%	0.0%	0.0%	0.0%	0.0%
Wastewater						
	Treatment		53.5%			
	Pumping		8.7%			
	Interceptors		37.8%			
	Total	0.0%	100.0%	0.0%	0.0%	0.0%
Other						
Total Existing Debt Payments		100.0%	100.0%	0.0%	0.0%	0.0%

From this, the existing debt payments can be split into amounts associated with each facility type. After this is completed, the net present value of future debt payments is calculated.

EXISTING DEBT PAYMENTS - FUNDED FACILITIES BY AMOUNT													
Issue		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Water													
	Supply	\$ 112,224	\$ 112,241	\$ 173,272	\$ 197,792	\$ 160,951	\$ 170,532	\$ 121,945	\$ 58,954	\$ 44,247	\$ 59,211	\$ 43,104	
	Treatment	\$ 23,082	\$ 23,085	\$ 35,637	\$ 40,681	\$ 33,103	\$ 35,074	\$ 25,081	\$ 12,125	\$ 9,101	\$ 12,178	\$ 8,865	
	Pumping	\$ 13,746	\$ 13,748	\$ 21,223	\$ 24,227	\$ 19,714	\$ 20,888	\$ 14,937	\$ 7,221	\$ 5,420	\$ 7,252	\$ 5,280	
	Ground Storage	\$ 28,477	\$ 28,481	\$ 43,968	\$ 50,190	\$ 40,842	\$ 43,273	\$ 30,944	\$ 14,960	\$ 11,228	\$ 15,025	\$ 10,938	
	Elevated Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Transmission	\$ 80,404	\$ 80,417	\$ 124,143	\$ 141,710	\$ 115,316	\$ 122,180	\$ 87,369	\$ 42,238	\$ 31,702	\$ 42,422	\$ 30,882	
	Total	\$ 257,933	\$ 257,972	\$ 398,244	\$ 454,599	\$ 369,926	\$ 391,946	\$ 280,274	\$ 135,499	\$ 101,697	\$ 136,088	\$ 99,069	
Wastewater													
	Treatment	\$ 912,654	\$ 912,577	\$ 923,966	\$ 927,732	\$ 921,714	\$ 923,830	\$ 913,963	\$ 900,554	\$ 898,252	\$ 900,735	\$ 898,966	
	Pumping	\$ 148,264	\$ 148,251	\$ 150,102	\$ 150,713	\$ 149,736	\$ 150,080	\$ 148,477	\$ 146,298	\$ 145,924	\$ 146,328	\$ 146,040	
	Interceptors	\$ 644,714	\$ 644,660	\$ 652,705	\$ 655,366	\$ 651,115	\$ 652,609	\$ 645,639	\$ 636,167	\$ 634,541	\$ 636,295	\$ 635,045	
	Total	\$ 1,705,632	\$ 1,705,488	\$ 1,726,773	\$ 1,733,811	\$ 1,722,564	\$ 1,726,519	\$ 1,708,078	\$ 1,683,019	\$ 1,678,717	\$ 1,683,358	\$ 1,680,051	
Total Existing Debt Payments		\$ 1,963,565	\$ 1,963,460	\$ 2,125,017	\$ 2,188,410	\$ 2,092,490	\$ 2,118,466	\$ 1,988,353	\$ 1,818,517	\$ 1,780,413	\$ 1,819,446	\$ 1,779,121	

PRESENT VALUE OF EXISTING DEBT PAYMENTS - FUNDED FACILITIES BY AMOUNT													
Issue		0	1	2	3	4	5	6	7	8	9	10	
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Water													
	Supply	\$ 112,224	\$ 106,896	\$ 157,163	\$ 170,860	\$ 132,415	\$ 133,616	\$ 90,997	\$ 41,898	\$ 29,948	\$ 38,168	\$ 26,462	
	Treatment	\$ 23,082	\$ 21,986	\$ 32,324	\$ 35,141	\$ 27,234	\$ 27,481	\$ 18,716	\$ 8,617	\$ 6,160	\$ 7,850	\$ 5,443	
	Pumping	\$ 13,746	\$ 13,093	\$ 19,250	\$ 20,928	\$ 16,219	\$ 16,366	\$ 11,146	\$ 5,132	\$ 3,668	\$ 4,675	\$ 3,241	
	Ground Storage	\$ 28,477	\$ 27,125	\$ 39,880	\$ 43,356	\$ 33,600	\$ 33,905	\$ 23,091	\$ 10,632	\$ 7,599	\$ 9,685	\$ 6,715	
	Elevated Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Transmission	\$ 80,404	\$ 76,587	\$ 112,601	\$ 122,415	\$ 94,870	\$ 95,731	\$ 65,196	\$ 30,018	\$ 21,457	\$ 27,346	\$ 18,959	
	Total	\$ 257,933	\$ 245,687	\$ 361,219	\$ 392,700	\$ 304,339	\$ 307,100	\$ 209,145	\$ 96,296	\$ 68,832	\$ 87,724	\$ 60,820	
Wastewater													
	Treatment	\$ 912,654	\$ 869,121	\$ 838,064	\$ 801,409	\$ 758,296	\$ 723,845	\$ 682,013	\$ 640,007	\$ 607,972	\$ 580,622	\$ 551,887	
	Pumping	\$ 148,264	\$ 141,192	\$ 136,147	\$ 130,192	\$ 123,188	\$ 117,591	\$ 110,796	\$ 103,971	\$ 98,767	\$ 94,324	\$ 89,656	
	Interceptors	\$ 644,714	\$ 613,962	\$ 592,023	\$ 566,129	\$ 535,674	\$ 511,337	\$ 481,786	\$ 452,112	\$ 429,482	\$ 410,161	\$ 389,863	
	Total	\$ 1,705,632	\$ 1,624,275	\$ 1,566,234	\$ 1,497,731	\$ 1,417,158	\$ 1,352,773	\$ 1,274,594	\$ 1,196,090	\$ 1,136,221	\$ 1,085,107	\$ 1,031,406	
Total Existing Debt Payments		\$ 1,963,565	\$ 1,869,962	\$ 1,927,453	\$ 1,890,431	\$ 1,721,497	\$ 1,659,873	\$ 1,483,739	\$ 1,292,386	\$ 1,205,054	\$ 1,172,831	\$ 1,092,226	
* Assumes annual discount rate of:		5.0%											

The total net present values are then summed.

NET PRESENT VALUE OF EXISTING DEBT PAYMENTS - FUNDED FACILITIES BY AMOUNT						
				Total		
Issue				NPV		
Water						
	Supply			\$ 1,095,338		
	Treatment			\$ 225,282		
	Pumping			\$ 134,164		
	Ground Storage			\$ 277,943		
	Elevated Storage			\$ -		
	Transmission			\$ 784,769		
	Total			\$ 2,517,496		
Wastewater						
	Treatment			\$ 14,369,044		
	Pumping			\$ 2,334,304		
	Interceptors			\$ 10,150,540		
	Total			\$ 26,853,888		
Total NPV - Existing Debt Payments				\$ 29,371,384		

To determine the rate credit for existing assets, these values are then multiplied by the assumed debt to be paid through the rates and by the percentage of new LUEs compared to total LUEs since the fee only applies to these new LUEs.

Appendix F
LUE Fee Conversion Table

MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES								
Meter Type	Meter Size	Multiplier	Maximum Impact Fees			Effective (Collected) Impact Fees		
			Water	Sewer	Combined	Water	Sewer	Combined
Simple	5/8" x 3/4"	1.000	\$ 6,169	\$ 6,345	\$ 12,514	\$ 6,169	\$ 6,345	\$ 12,514
Simple	3/4"	1.500	\$ 9,254	\$ 9,518	\$ 18,772	\$ 9,254	\$ 9,518	\$ 18,772
Simple	1"	2.500	\$ 15,423	\$ 15,863	\$ 31,286	\$ 15,423	\$ 15,863	\$ 31,286
Simple	1 1/2"	5.000	\$ 30,846	\$ 31,726	\$ 62,572	\$ 30,846	\$ 31,726	\$ 62,572
Simple	2"	8.000	\$ 49,353	\$ 50,762	\$ 100,115	\$ 49,353	\$ 50,762	\$ 100,115
Compound	2"	8.000	\$ 49,353	\$ 50,762	\$ 100,115	\$ 49,353	\$ 50,762	\$ 100,115
Turbine	2"	10.000	\$ 61,691	\$ 63,453	\$ 125,144	\$ 61,691	\$ 63,453	\$ 125,144
Compound	3"	16.000	\$ 98,706	\$ 101,524	\$ 200,230	\$ 98,706	\$ 101,524	\$ 200,230
Turbine	3"	24.000	\$ 148,059	\$ 152,287	\$ 300,345	\$ 148,059	\$ 152,287	\$ 300,345
Compound	4"	25.000	\$ 154,228	\$ 158,632	\$ 312,860	\$ 154,228	\$ 158,632	\$ 312,860
Turbine	4"	42.000	\$ 259,103	\$ 266,501	\$ 525,605	\$ 259,103	\$ 266,501	\$ 525,605
Compound	6"	50.000	\$ 308,456	\$ 317,264	\$ 625,720	\$ 308,456	\$ 317,264	\$ 625,720
Turbine	6"	92.000	\$ 567,559	\$ 583,765	\$ 1,151,324	\$ 567,559	\$ 583,765	\$ 1,151,324
Compound	8"	80.000	\$ 493,530	\$ 507,622	\$ 1,001,152	\$ 493,530	\$ 507,622	\$ 1,001,152
Turbine	8"	160.000	\$ 987,060	\$ 1,015,243	\$ 2,002,303	\$ 987,060	\$ 1,015,243	\$ 2,002,303
Compound	10"	115.000	\$ 709,449	\$ 729,706	\$ 1,439,155	\$ 709,449	\$ 729,706	\$ 1,439,155
Turbine	10"	250.000	\$ 1,542,281	\$ 1,586,318	\$ 3,128,599	\$ 1,542,281	\$ 1,586,318	\$ 3,128,599
Turbine	12"	330.000	\$ 2,035,811	\$ 2,093,940	\$ 4,129,750	\$ 2,035,811	\$ 2,093,940	\$ 4,129,750



City Council Regular Meeting

DEPARTMENT: Engineering Department

FROM: Leon Barba

MEETING: October 17, 2023

SUBJECT:

Approve a Resolution establishing the date for a public hearing to be held on December 5, 2023, as required under Chapter 395 of the Texas Local Government Code, to consider, discuss, and review the update to the water and wastewater land use assumptions, water and wastewater capital improvements plan, and imposition of updated water and wastewater impact fee amounts.

SUMMARY:

Under Chapter 395 of the Texas Local Government Code, a political subdivision such as the City of Kyle which has adopted a water and wastewater impact fee, is required to update such impact fee at least every five (5) years including the land use assumptions and the 10-year capital improvements plan used in the calculation of the water and wastewater impact fee.

Within sixty (60) days of the City's water and Wastewater Impact Fee Advisory Committee approving the updated land use assumptions and capital improvements plan used in the calculation of the updated water and wastewater impact fee, the City is required to adopt an order setting a public hearing to discuss and review the updated:

- Water and wastewater land use assumptions,
- 10-year capital improvements plan used in the calculation of the updated impact fee,
- Water and wastewater impact fee amounts, and
- Determine whether to amend the plan.

In public meetings held on October 10, 2023, the City's Water and Wastewater Impact Fee Advisory Committee, appointed by the City Council, reviewed the updated water and wastewater land use assumptions and the 10-year water and wastewater capital improvements plan used in the calculation of the updated water and wastewater impact fee.

On October 10, 2023, the City's Water and Wastewater Impact Fee Advisory Committee unanimously passed a motion to approve the land use assumptions and capital improvements plan used in the calculation of the 2023 water and wastewater impact fee and to recommend to City Council to adopt the Water and Wastewater Impact Fee Report including the combined \$12,514 maximum water and wastewater impact fee per LUE (living unit equivalent). The updated impact fee breakdown is provided below:



- Water Impact Fee: \$ 6,169 per LUE
- Wastewater Impact Fee: \$ 6,345 per LUE
- Combined Total: \$ 12,514 per LUE

OPTIONS:

Option 1:

Option 2:

RECOMMENDATION:

PRIOR ACTION/INPUT (Council, Boards, Citizens):

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Leon Barba

Title: City Engineer

Email: lbarba@cityofkyle.com

Phone: 512-262-3958

2023 Update of Water & Wastewater Impact Fees

October 17, 2023

Engineering Department



Purpose

- Present and discuss the updated impact fee report based on comments received.
- Adopt updated report and send to City Council for public hearing/approval.

Changes to Report

- Tables showing how future growth was calculated are included as Appendix B. (no change in impact fee)
- Included discussion in text explaining why water and wastewater service area populations are different (no change in impact fee)

Changes to Report

- Recalculated wastewater growth (i.e. population) to be consistent with water. (increase in wastewater impact fee)

*Table 2.
Water and Wastewater Service Area Population*

<i>Utility</i>	<i>2022</i>	<i>2032</i>	<i>% Increase</i>
Water	52,100	84,865	63%
Wastewater	57,459	93,904	63%

Changes to Report

- Added Appendix C to show current assets included in the fee, including their cost and capacities. Some capacities were updated for water supply to better reflect quantities available during drought conditions. (no change to impact fee)
- Appendix E was added to provide an explanation of the rate credit methodology. (no change to impact fee)

Table 6a.
Water Cost Allocation

No.	Description of Project	Project Type	Percent Utilization			Project Cost	Cost Allocation		
			2022	2032	2022-2032		Current Development	10-year (2022-2032)	Beyond 2032
EXISTING PROJECTS									
1	Water Supply	Water Supply	79.6%	100.0%	20.4%	\$ 5,533,681	\$ 4,405,958	\$ 1,127,723	\$ -
2	Water Treatment	Water Treatment	89.9%	100.0%	10.1%	\$ 1,808,240	\$ 1,624,885	\$ 183,355	\$ -
3	Water Pumping	Water Pumping	92.1%	100.0%	7.9%	\$ 1,076,875	\$ 991,830	\$ 85,045	\$ -
4	Ground Storage	Ground Storage	100.0%	100.0%	0.0%	\$ 2,230,927	\$ 2,230,927	\$ -	\$ -
5	Elevated Storage	Elevated Storage	100.0%	100.0%	0.0%	\$ 3,262,301	\$ 3,262,301	\$ -	\$ -
6	Water Transmission	Water Transmission	100.0%	100.0%	0.0%	\$ 6,299,000	\$ 6,299,000	\$ -	\$ -
Existing Project Totals						\$ 20,211,024	\$ 18,814,901	\$ 1,396,124	\$ -
PROPOSED PROJECTS									
1	Alliance Supply	Water Supply	25.0%	100.0%	75.0%	\$ 37,315,186	\$ 9,328,797	\$ 27,986,390	\$ -
2	Alliance Supply	Water Treatment	25.0%	100.0%	75.0%	\$ 4,146,132	\$ 1,036,533	\$ 3,109,599	\$ -
3	Yarrington & Lehman Pump Stations	Water Pumping	0.0%	100.0%	100.0%	\$ 140,000	\$ -	\$ 140,000	\$ -
4	Waterstone Water Tank	Ground Storage	10.0%	75.0%	65.0%	\$ 5,114,645	\$ 511,465	\$ 3,324,519	\$ 1,278,661
5	FM 1626 GST & Pump Station Improvements Phase 1	Ground Storage	10.0%	75.0%	65.0%	\$ 34,694,601	\$ 3,469,460	\$ 22,551,491	\$ 8,673,650
6	Water Tank - Anthem Plum Creek Development (City's Contribution)	Ground Storage	10.0%	100.0%	90.0%	\$ 614,514	\$ 61,451	\$ 553,063	\$ -
7	Lehman Additional Ground Storage Tank	Ground Storage	10.0%	75.0%	65.0%	\$ 12,000,000	\$ 1,200,000	\$ 7,800,000	\$ 3,000,000
8	FM 110 Waterline	Water Transmission	10.0%	75.0%	65.0%	\$ 1,900,000	\$ 190,000	\$ 1,235,000	\$ 475,000
9	Waterline from Anthem to FM2770 and Kohler's Crossing (16 inch)	Water Transmission	10.0%	75.0%	65.0%	\$ 3,590,918	\$ 359,092	\$ 2,334,097	\$ 897,730
10	Crosswinds Betterment	Water Transmission	10.0%	100.0%	90.0%	\$ 294,000	\$ 29,400	\$ 264,600	\$ -
11	Various Other Transmission Mains	Water Transmission	10.0%	75.0%	65.0%	\$ 1,500,000	\$ 150,000	\$ 975,000	\$ 375,000
Proposed Project Totals						\$ 101,309,996	\$ 16,336,197	\$ 70,273,758	\$ 14,700,041

2023 Updated Impact Fee

6

Changes to water cost allocations (generally lowered the water impact fee).

Table 6b.
Wastewater Cost Allocation

No.	Description of Project	Project Type	Percent Utilization			Project Cost	Cost Allocation		
			2022	2032	2022-2032		Current Development	10-year (2022-2032)	Beyond 2032
EXISTING PROJECTS									
1	Wastewater Treatment	Wastewater Treatment	61.8%	100.0%	38.2%	\$ 5,520,817	\$ 3,411,499	\$ 2,109,318	\$ -
2	Wastewater Pumping	Wastewater Pumping	67.1%	100.0%	32.9%	\$ 896,877	\$ 601,828	\$ 295,049	\$ -
3	Interceptors	Interceptors	90.0%	100.0%	10.0%	\$ 3,900,000	\$ 3,508,592	\$ 391,408	\$ -
Existing Project Totals						\$ 10,317,694	\$ 7,521,919	\$ 2,795,775	\$ -
PROPOSED PROJECTS									
1	WWTP Expansion Ph 2 (9 MGD)	Wastewater Treatment	0.0%	50.0%	50.0%	\$ 62,000,000	\$ -	\$ 31,000,000	\$ 31,000,000
2	WWTP Expansion Ph 3 (12 MGD)	Wastewater Treatment	0.0%	0.0%	0.0%	\$ 41,250,000	\$ -	\$ -	\$ 41,250,000
3	WWTP General Improvements	Wastewater Treatment	0.0%	50.0%	50.0%	\$ 1,500,000	\$ -	\$ 750,000	\$ 750,000
4	Indian Paintbrush Lift Station Improvement	Wastewater Pumping	0.0%	80.0%	80.0%	\$ 3,177,844	\$ -	\$ 2,542,275	\$ 635,569
5	Quail Ridge WW Lines & LS	Wastewater Pumping	0.0%	85.0%	85.0%	\$ 1,000,000	\$ -	\$ 850,000	\$ 150,000
6	Southside Wastewater Collection System	Interceptors	0.0%	80.0%	80.0%	\$ 8,222,735	\$ -	\$ 6,578,188	\$ 1,644,547
7	Bunton Creek Interceptor Ph 3.1	Interceptors	0.0%	85.0%	85.0%	\$ 4,082,220	\$ -	\$ 3,469,887	\$ 612,333
8	Bunton Creek Interceptor Ph 3.2	Interceptors	0.0%	85.0%	85.0%	\$ 1,500,000	\$ -	\$ 1,275,000	\$ 225,000
9	Elliot Branch Interceptor Ph 1	Interceptors	0.0%	85.0%	85.0%	\$ 5,438,919	\$ -	\$ 4,623,081	\$ 815,838
10	Center Street Village Wastewater Improvement	Interceptors	0.0%	85.0%	85.0%	\$ 4,547,866	\$ -	\$ 3,865,686	\$ 682,180
11	Plum Creek Golf Course Interceptor	Interceptors	0.0%	75.0%	75.0%	\$ 5,961,927	\$ -	\$ 4,471,445	\$ 1,490,482
12	Plum Creek Golf Course Reclaimed Waterline	Interceptors	0.0%	90.0%	90.0%	\$ 2,300,000	\$ -	\$ 2,070,000	\$ 230,000
13	North Trails WW Interceptor Upgrade to 36"	Interceptors	0.0%	60.0%	60.0%	\$ 4,557,286	\$ -	\$ 2,734,372	\$ 1,822,914
14	Four Seasons Farms WW Interceptor Upgrade to 36"	Interceptors	0.0%	85.0%	85.0%	\$ 890,000	\$ -	\$ 756,500	\$ 133,500
15	Steeplechase WW Interceptor Upgrade to 30"	Interceptors	0.0%	85.0%	85.0%	\$ 2,900,000	\$ -	\$ 2,465,000	\$ 435,000
16	Dacy WW Pipeline Upgrade to 18"	Interceptors	0.0%	90.0%	90.0%	\$ 1,250,000	\$ -	\$ 1,125,000	\$ 125,000
17	WWTP Interceptor Improvement Ph 1	Interceptors	0.0%	95.0%	95.0%	\$ 15,700,000	\$ -	\$ 14,915,000	\$ 785,000
18	WWTP Interceptor Improvement Ph 2	Interceptors	0.0%	0.0%	0.0%	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000
19	Waterleaf Interceptor	Interceptors	0.0%	85.0%	85.0%	\$ 3,116,494	\$ -	\$ 2,649,020	\$ 467,474
Proposed Project Totals						\$ 176,895,291	\$ -	\$ 86,140,454	\$ 90,754,837

Changes to wastewater cost allocations (generally lowered the wastewater impact fee).

Item	Capital Cost of New Service per LUE	Optional Adjustments		Option A	Option B	Highest of Option A or B
		Option A Rate Credit	Option B 50% Cost Adjustment			
WATER						
Supply	\$ 3,021	\$ 470	\$ 1,511	\$ 2,551	\$ 1,511	
Treatment	342	54	171	288	171	
Pumping	23	4	12	20	12	
Ground Storage	3,552	641	1,776	2,911	1,776	
Elevated Storage	0	0	0	0	0	
Transmission	499	101	249	398	349	
Allocated Impact Fee Study Cost	1			1	1	
Total Water	\$7,438	\$1,269	\$3,719	\$6,169	\$3,720	\$6,169
WASTEWATER						
Treatment	\$ 3,175	\$ 1,352	\$ 1,588	\$ 1,824	\$ 1,588	
Pumping	669	79	334	590	334	
Interceptors	4,819	889	2,410	3,931	2,410	
Allocated Impact Fee Study Cost	1			1	1	
Total Wastewater	\$8,665	\$2,319	\$4,332	\$6,345	\$4,333	\$6,345
TOTAL WATER/WASTEWATER	\$16,103	\$3,588	\$8,050	\$12,514	\$8,052	\$12,514

Anticipated Schedule

- **October 10** – Presentation of updated impact fee report to Advisory Committee and approval of updated report.
- **October 17** – Council sets public hearing date
- **October 25** – Public hearing notice is published in the Hays Free Press
- **December 5** – Public Hearing on Impact Fee and Council Action



CITY OF KYLE, TEXAS

Caraway Property Annexation (ANNX-22-0019)

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: [Postponed 10/2/2023] (*First Reading*) An ordinance of the City of Kyle, Texas annexing approximately 37.99 acres of land located at 301 Bebee Road in Hays County, Texas including the abutting streets, roadways, and rights-of-way into the corporate limits of the City. (Caraway Cattle Company Family Partnership LLLP - ANNX-22-0019) ~ *Will Atkinson, Director of Planning*

- Public Hearing

Public Hearing was left open on 10/2/2023.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Staff Memo
- ☐ Presentation
- ☐ Letter of Intent
- ☐ Franchise Tax Account Status
- ☐ Deed
- ☐ Landowner Authorization Form
- ☐ Post Annexation Provision of Services Agreement
- ☐ Annexation Petition



City Council Regular Meeting

DEPARTMENT: Planning Department

FROM: Will Atkinson, Director of Planning

MEETING: Regularly Scheduled City Council Meeting – 10/17/23

SUBJECT:

Annexation Consideration –Caraway Tract

SUMMARY:

The 37.99-acre property located at 301 Bebee Road will be annexed in conjunction with the entitlement process of the proposed project.

OPTIONS:

N/A

RECOMMENDATION:

Staff recommends tabling consideration of the annexation request until all documents relating to the project are finalized. Please note the annexation request will be re-noticed if the item is tabled.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144

Caraway Tract Annexation

(ANNX-22-0019) - October 17, 2023

Planning Department



Area to be Annexed (Voluntary)

- Area to be annexed outlined in yellow (37.99 Acres, Non-Annexation Development Agreement).
- Area already annexed outlined in blue (Ord. No. 409A)



Staff Recommendation

- Staff recommends tabling the annexation request until all documents relating to the project are finalized.
 - Annexation Ordinance
 - PUD Ordinance
 - Development Agreement
- Please note the annexation request will be re-noticed if the item is tabled.



October 5, 2022

William Atkinson, Acting Director
City of Kyle
Planning Department
100 West Center Street
Kyle, Texas 78640

Re: Caraway PUD – 301 Bebee Road, Kyle, Texas - Voluntary Annexation of 38.049 acres and Concurrent Planned Unit Development (“PUD”) Zoning Application for a total of 101.8 acres out of the A0026 Thomas G. Allen Survey and A0151 Daniel Downes Survey in Hays County, Texas (the “Property”)

Dear Will,

As authorized by Caraway Cattle Company Family Partnership LLLP (the “Owner”), we are submitting a voluntary annexation application for the Property referenced above with a concurrent Planned Unit Development (“PUD”) zoning application in order to develop a unified commercial, mixed use and multifamily development with base zoning districts of Retail Services (RS), Mixed Use (MXD) and Multifamily (R-3-3).

The Property currently consists of a homestead, agricultural uses and undeveloped land. The portion of the Property within the City limits, or approximately 63.75 acres, is bounded on the west by the IH 35 Northbound frontage road; this area is currently zoned ‘A’ Agriculture. The eastern 38.049 acres of the Property currently outside of the City limits is subject to the voluntary annexation application; the Property Identification Numbers are R12697 and R13823.

The adjacent properties are developed for multifamily, warehouse, agricultural and retail uses. The proposed zoning change aligns with these uses and the proposed PUD zoning base districts meet the development standards for the “New Town District” and “Regional Node” as described in the City of Kyle’s 2017 Comprehensive Plan.

The proposed annexation and the PUD zoning will ensure buffering between established neighborhoods and adjacent commercial and public uses while concentrating on connectivity through the Vybe trail. New public infrastructure will be built with this proposed development in order to provide improved roadway connectivity in the area.

The following documents are included with the application for voluntary annexation:

1. Signed Owner's Authorization Form;
2. A copy of certified field notes (metes and bounds) describing the boundary of the Property that is being petitioned for annexation and a sketch of the property boundaries; and,
3. A location map of the Property with surrounding roadways identified (for zoning and annexation); and
4. Special Warranty Deed.

The following documents are included with the zoning application:

1. PUD Development Plan including exhibits as attached;
2. Tax Certificates for R12697 and R13823;
3. Special Warranty Deed;
4. Signed Owner's Authorization Form; and
5. Property survey and field notes including a sketch of the property boundaries.

The annexation and zoning of these properties will promote a safe, orderly, healthy, and vibrant development in the City in alignment with the City's 2017 Comprehensive Plan, as well as providing enhanced housing, employment and retail opportunities to the local community and the region.

Thank you for your consideration of this request.

Sincerely,



Pamela Madere

October 5, 2022

Page 3



Franchise Tax Account Status

As of : 09/30/2022 09:58:57

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP, LLLP	
Texas Taxpayer Number	32049623898
Mailing Address	301 BEBEE RD KYLE, TX 78640-4707
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/04/2012
Texas SOS File Number	0801694183
Registered Agent Name	JACK W. CARAWAY
Registered Office Street Address	301 BEBEE RD. KYLE, TX 78640

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HAYS

§


That **JACK W. CARAWAY and LUANNE CARAWAY**, married individuals (jointly referred to herein as "Grantor"), 301 Bebee Road, Kyle, Texas 78640, in consideration of the sum of ten dollars and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, DOES HEREBY GIVE, ASSIGN, TRANSFER and CONVEY unto the **CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP LLLP** ("Grantee"), 301 Bebee Road, Kyle, Texas 78640, all of Grantor's right, title and interest in and to all that certain land situated in Hays County, Texas, and described on the attached **Exhibit "A"**, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, and fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Property"), save and except (i) that certain house and surrounding .25 acres described in the Hays Central Appraisal District Records as being located at 301 BeBee Road, Kyle Texas (A0026 Thomas G. Allen Survey (.25 AC HS)); and (ii) that portion of land conveyed by Grantor to the County of Hays by Deed dated and filed in the Hays County records on February 12, 1996, attached hereto as **Exhibit "B"**.

This conveyance is made subject to (a) validly existing and enforceable rights, interests and estates of third parties in connection with any item of record in the office of the County Clerk of Hays County, Texas, if any do in fact exist, and only to the extent that same do in fact exist, and are applicable to the Property; (b) the rights of parties in possession of the Property; (c) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements; (d) ad valorem taxes assessed against the Property for the calendar year in which this conveyance becomes effective; (e) any existing debts and encumbrances against the Property; and (f) any existing easements or outstanding mineral or royalty interests.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, and subject, however, as aforesaid.

For the same consideration, Grantor hereby GIVES, ASSIGNS, TRANSFERS and CONVEYS, without warranty, express or implied, all interest, if any, of Grantor in (a) strips or gores, if any, between the Property and abutting properties, and (b) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property


Jack W. Caraway

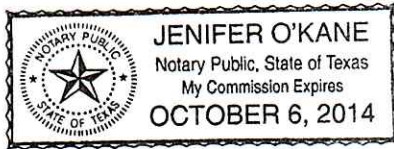

Luanne Caraway


STATE OF TEXAS

§
§
§
§

COUNTY OF HAYS

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this 28 day of December, 2012, personally appeared JACK W. CARAWAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and consideration therein expressed.



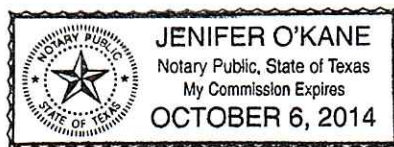

Notary Public, State of Texas
Name (Print): Jenifer O'Kane
My Commission Expires: 10.6.14

STATE OF TEXAS

§
§
§
§

COUNTY OF HAYS

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this 28 day of December, 2012, personally appeared LUANNE CARAWAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and consideration therein expressed.





Notary Public, State of Texas
Name (Print): Jenifer O'Kane
My Commission Expires: 10.6.14

EXHIBIT "A"

BEING 31.5 acres out of the Thomas G. Allen Survey and 72.58 acres out of the Dan Downer Survey, Hays County, Texas, being a portion of that tract of land conveyed to Cleo T. Caraway et ux. by E. B. Moore et ux. by deed dated January 27, 1942, and recorded in Volume 123, Page 494, Hays County Deed Records.

BEGINNING at an iron stake set at the intersection of the East right-of-way line of Interstate Highway #35 with the North line of a County Road, as fenced and used upon the ground, and from which a concrete monument bears S. 32° 10' W. 1723.84 feet, said iron stake being the most Westerly corner of the tract herein described;
THENCE leaving the North line of the said County Road, with the East right-of-way line of the said Interstate Highway #35, the following courses numbered (1) through (3):

- (1) N. 32° 10' E., at about 1777.5 feet passing the Northeast line of the said Downer Survey, same being the Southwest line of the said Allen Survey, and continuing on in all 3091.85 feet to a concrete monument found for angle point,
- (2) N. 53° 17' E. 106.67 feet,
- (3) N. 33° 17' E. 280.10 feet to an iron stake found at base of corner fence post for the most Northerly corner of the tract herein described, same being a Southwest corner of that tract of 204.5 acres of land conveyed to Ida Hill, widow, by Adolf Hill et al. by deed dated August 16, 1957, and recorded in Volume 171, Page 636, Hays County Deed Records;

THENCE leaving Interstate Highway #35, with fence and the West line of the said Hill 204.5 acre tract, the following courses numbered (4) through (10):

- (4) S. 16° 10' E. 746.28 feet to an iron stake found at base of fence post,
- (5) S. 17° 47' W. 610.42 feet to an iron stake found at base of fence post,
- (6) S. 00° 56' W. 567.96 feet to an iron stake found at base of fence post,
- (7) S. 23° 39' E., at about 958 feet passing the said Southwest line of the Allen Survey and the North line of the said Downer Survey and continuing on in all 1009.54 feet to an iron stake found at base of fence post,
- (8) S. 17° 47' E. 1004.15 feet to an iron stake found at base of fence post,
- (9) S. 24° 17' W. 238.01 feet to a fence post,
- (10) S. 73° 39' W. 24.92 feet to an iron stake found at base of corner fence post in the North line of the aforementioned County Road for the Southeast corner of the tract herein described;

THENCE leaving the said Hill 204.5 acre tract, with the North line of the said County Road, as fenced and used upon the ground, N. 67° 00' W. 2702.27 feet to the place of beginning, containing 104.08 acres of land.

Exhibit "B"

Bk Vol Pg
12037123 OPR 4516 665

DEED DOCH 394612

1206,472

THE STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT JACK W. CARAWAY and wife, LUANNE CARAWAY

of the County of HAYS State of Texas, hereinafter referred to as Grantors, whether one or more, for and consideration of the sum of EIGHTEEN THOUSAND, FOUR HUNDRED AND FORTY AND NO/100 DOLLARS - - - - - (\$18,440.00) to Grantors in hand paid by the County of Hays, acting by and through the Hays County Commissioners Court, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold and by these presents do grant, bargain, sell and convey unto the County of Hays all that certain tract or parcel of land in Hays County, Texas more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to-wit:

One fence

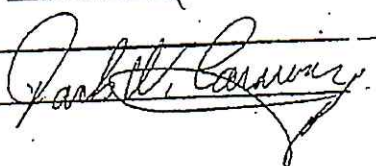
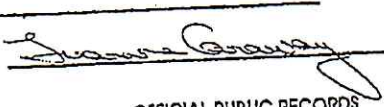
Grantors covenant

and agree to remove the above-described improvements from said land by March 31, 1996, subject, however, to such extensions of time as may be granted by the County in writing; and if, for any reason, grantors fail or refuse to remove same within said period of time prescribed, then without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the County of Hays forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the Title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging unto the County of Hays and its assigns forever; and Grantors do hereby bind ourselves, our heirs and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises conveyed herein unto the County of Hays and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12th day of February, 1996.

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1206 473 ACKNOWLEDGEMENT

Bk Vol Pg
12037123 OPR 4516 666

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on the ____th day of
February Jack W. Caraway and Luanne Caraway



Paul W. Wallington
NOTARY PUBLIC - STATE OF TEXAS

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the ____th day of
199__ by

NOTARY PUBLIC - STATE OF

CORPORATE ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on the ____day of ____
1995, by _____ of
_____, a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC - STATE OF

144 Eric Moerbe
138 E. San Antonio
San Marcos, TX 78666

Doc# 504612
Date: 02-18-1996
Filed & Recorded in
Official Records in
County of Hays, Texas
MARGIE T. WILLIAMS
CLERK
Rec. - 00

1206.474

MAY 1, 1995 JOB NO. 67145.309 FIELD NOTE NO. 67145-40R1
CLIENT NO.: 60864 CLIENT NAME: HAYS COUNTY PROJECT NAME: HAYS
COUNTY ROAD NO. 122, JACK W. CARAWAY - HAYS COUNTY

FIELD NOTES

A DESCRIPTION OF 2.305 ACRES OF LAND SITUATED IN THE DAN DOWNER SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 104.08 ACRE TRACT OF LAND CONVEYED TO JACK W. CARAWAY AND WIFE, LUANNE CARAWAY BY DEED RECORDED IN VOLUME 279, PAGE 828 OF THE DEED RECORDS OF SAID COUNTY, SAID 2.305 ACRES OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH, BEING: MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod in concrete found at the southwest corner of the said 104.08 acre tract being the intersection of the occupied north line of Hays County Road No. 122 and the east right-of-way (R.O.W.) line of Interstate Highway No. 35 (I.H. 35);

THENCE along the west line of the said 104.08 acre tract and the east R.O.W. line of said I.H. 35 as fenced, N 28°14'54" E, 24.94 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set from which a fence post on the west line of the said 104.08 acre tract and the east R.O.W. line of said I.H. 35 bears N 28°14'54" E, 894.32 feet;

THENCE, departing the west line of the said 104.08 acre tract and the east R.O.W. line of said I.H. 35, crossing the said 104.08 acre tract the following two (2) courses:

1. S 70°54'30" E, 2282.21 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set at a point of curvature, and
2. a distance of 522.42 feet along the arc of a curve to the left whose radius is 418.37 feet, central angle is 71°32'43" and whose chord bears N 73°19'09" E, 489.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set on the northeast line of the said 104.08 acre tract and the southwest line of that certain 39.968 acre tract of land conveyed to John Carl Daywood by deed recorded in Volume 753, Page 356 of the said Deed Records;

THENCE along the northeast line of the said 104.08 acre tract and the southwest line of the said 39.968 acre tract as fenced, S 21°47'31" E, 67.38 feet to a 1/2 inch iron rod found at the most easterly corner of the said 104.08 acre tract and the southeast corner of the said 39.968 acre tract on the occupied westerly line of said Hays County Road No. 122;

1206.475

FIELD NOTE NO. 67145-40R1

THENCE, departing the southwest line of the said 39.968 acre tract, along the east and south lines of the said 104.08 acre tract and the occupied west and north lines of said Hays County Road No. 122 as fenced, the following three (3) courses:

1. S 20°20'49" W, 238.06 feet to an iron fence post,
2. S 67°33'14" W, 24.04 feet to an iron fence post, and
3. N 71°01'42" W, 2703.93 feet to the POINT OF BEGINNING containing 2.305 acres of land more or less.

THE STATE OF TEXAS

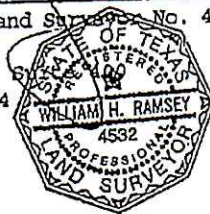
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William H. Ramsey, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT Austin, Travis County, Texas this the 1st day of May, 1995 A.D.

William H. Ramsey
Registered Professional Land Surveyor No. 4532
Rust Lichliter/Jameson
811 Barton Springs Road, Suite 100
Austin, Texas 78704-1164



Loanne Caraway
301 Beebe Rd
Kyle, Tx 78640

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: Daniel Downer Survey, Abstract No. 151, Section No. 22 and the Thomas G. Auman Survey, Abstract No. 28, Hays County
of lots (if subdivided): _____ # of acres: 101.8
Site APN/Property ID #(s): R13823 & R12697
Location: 301 Beebe Road, 78640 County: Hays
Development Name: Kyle Town Center

OWNER

Company/Applicant Name: Caraway Cattle Company Family Partnership LLP /Applicant: Pamela Madere, Jackson Walker LLP
Authorized Company Representative (if company is owner): Jack W. Caraway
Type of Company and State of Formation: Domestic Limited Partnership
Title of Authorized Company Representative (if company is owner):
Applicant Address: 100 Congress Avenue, Suite 1100, Austin TX, 78701
Applicant Fax: 512-236-2002
Applicant Phone: 512-236-2048
Applicant/Authorized Company Representative Email: pmadere@jw.com

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

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

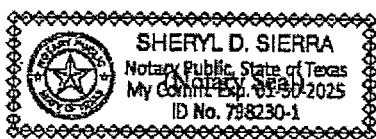
I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein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

Owner's Signature: [Signature] Date: 10/3/2022

State of Texas §

County of Hays §

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



SUBSCRIBED AND SWORN TO before me, this
the 3 day of October, 2022
[Signature]
Notary Public's Signature
1-30-2025
My Commission Expires

PROJECT REPRESENTATIVE

* Owner may withdraw the ^{voluntary} annexation application at any time prior to final City Council approval.

Representative Name: Pamela Madere
Representative Address: 100 Congress Avenue, Suite 1100, Austin TX. 78701
Representative Phone: 512-236-4048
Representative Email: pmadere@jw.com
Representative's Signature: _____ Date: 10/3/2022

Pam Madere

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Kyle (the "Agreement") is entered into by and between the City of Kyle, Texas, a municipal corporation ("City"), and Caraway Cattle Company Family Partnership, LLP, ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "Subject Property");

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date").

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the City and the Landowner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(a) **General Municipal Services.** Pursuant to the requests of the Landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

(2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management

service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

Service by present personnel, equipment and facilities, or by contract with a third party, as provided within the City.

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the Subject Property upon request of the Landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

(1) Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by statutes of the State of

Texas.

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

(2) Wastewater service and maintenance of wastewater service as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's Landowner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a

request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

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

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

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

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

(i) As provided in (3)(A)(i)&(ii) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

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

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

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject

Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

Section 3. Term. The term of this Agreement is ten (10) years from the Effective Date.

Section 4. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 5. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 6. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

Section 7. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Section 8. Choice of Law. This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Hays County, Texas.

Section 9. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 10. Enforcement; Waiver. This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section 13. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 14. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20 ____.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

LANDOWNER(S):

Caraway Cattle Co Family Partnership, LLP

By:

Jack W Caraway

Name (print): Jack W Caraway

Title: President

Date: 8/8/2023

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

Exhibit A

Subject Property Description



FIELD NOTES FOR

A 37.99 ACRE TRACT OF LAND BEING SITUATED IN DANIEL DOWNER SURVEY, ABSTRACT NO. 151, SECTION NO. 22 AND IN THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, PARTIALLY IN THE CITY OF KYLE, HAYS COUNTY, TEXAS BEING THE REMNANT PORTION OF A CALLED 104.08 ACRE TRACT CONVEYED TO JACK & LUANNE CARAWAY, RECORDED IN VOLUME 279, PAGE 828 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. SAID 37.99 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with cap stamped "Ruste" found on a point in the northwest right-of-way line of BeBee Road, said point being the southernmost corner of Kyle Business Park, Section 1, Amended Plat of Lots 21, 22 and 23, a subdivision according to the plat recorded in County Filing Number 18031838 of Hays County, Texas, same being the easternmost corner of said 104.08-acre tract, for the easternmost corner and **POINT OF BEGINNING** hereof;

THENCE along the arc of a curve to the right, with the southeast boundary line of the Remnant Portion of said 104.08-acre tract, same being the northwest right-of-way line of said BeBee Road, said curve having a **radius of 418.37 feet**, a **central angle of 71°30'51"**, a **chord bearing and distance of S 76°31'58" W, 488.95 feet**, for an **arc length of 522.19 feet** to an iron rod with cap marked "Ruste" found on a point in the north right-of-way line of said BeBee Road, said point being the southernmost southeast corner and point of non-tangency hereof;

THENCE N 67°41'13" W, with the north right-of-way line of said BeBee Road, same being the south boundary line of the Remnant Portion of said 104.08-acre tract, a distance of **1279.38 feet**, to a calculated point for the westernmost corner hereof, from which a ½" iron rod with cap stamped "Pape-Dawson" found on a point being the southwest corner of the Remnant Portion of said 104.08-acre tract bears, **N 67°41'13" W** a distance of **1002.52 feet**;

THENCE departing the north right-of-way line of said BeBee Road, through the interior of said 104.08-acre tract **N 32°08'51" E**, for a distance of **1774.60 feet** to a point in the west boundary line of a called 25.98 acre tract of land conveyed to Kyle Business Park by instrument recorded in Volume 2835, Page 819 of the Official Public Records of Hays County, Texas, same being the eastern boundary line of said 104.08-acre tract for the northernmost corner hereof;

THENCE S 00°07'52" W, with the east boundary line of said 104.08-acre tract, same being the west boundary line of said 25.98-acre tract, a distance of **67.85 feet** to a ½" iron rod found on a point in the east boundary line of said 104.08-acre tract, same being a point in the west boundary line of said 25.98-acre tract for an angle point hereof;

THENCE S 24°23'48" E, continuing with the east boundary line of said 104.08-acre tract, same being the west boundary line of said 25.98-acre tract, and, in part, with the west boundary line of said Kyle Business Park, Section 1, Amended Plat of Lots 21, 22 and 23, a distance of **1009.87 feet** to a ½" iron rod found on

Transportation | Water Resources | Land Development | Surveying | Environmental

Telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas Texas Engineering Firm #470 Texas Surveying Firm #10028801

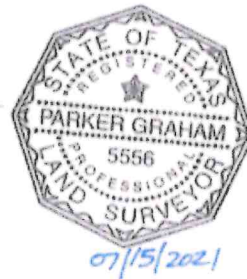
37.99 Acres
Job No. 50790-62
Page 2 of 2

a point in the east boundary line of said 104.08-acre tract, same being a point in the west boundary line of said Kyle Business Park, Section 1 for an angle point hereof;

THENCE S 18°33'54" E, continuing with the east boundary line of said 104.08-acre tract, same being the west boundary line of Kyle Business Park, Section 1, a distance of **935.52 feet** to an iron rod with cap marked "Ruste" found on a point in the north right-of-way line of said BeBee Road, said point being the easternmost corner of the Remnant Portion of said 104.08-acre tract, same being the south corner of said Kyle Business Park for the easternmost southeast corner and point of non-tangent curvature hereof;

to the **POINT OF BEGINNING** and containing 37.99 acres in the, Texas. Said tract being described in accordance with an on the ground survey prepared under Job No. 59022-21 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 15, 2021
Job No.: 59022-21
DOC. ID. H:\Survey\SURVEY21\21-59022\Word\FN59022-21_37.99ac-In ET1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





Tract 1 = +/- 37.99-Acres to be Annexed

ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF HAYS §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF KYLE FOR VOLUNTARY ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Hays County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the voluntary annexation of the Subject Property by the City of Kyle, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Kyle, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Hays County, Texas, being 38.0493 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Kyle (the "Services Agreement").

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Kyle and in the real property records of Hays County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ____ day of August 2023, with the City Secretary of the City of Kyle, Hays County, Texas.

Petitioner:

By:

Name: Jack Caraway

STATE OF TEXAS

§

§

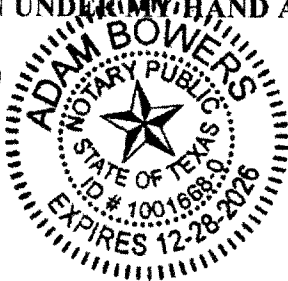
COUNTY OF ~~Hays~~ *Hartley*

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jack Caraway and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1 day of Sept, 2023.

(SEAL)



Notary Public-State of Texas

Petitioner:

By:

Name: Luanne Caraway

STATE OF TEXAS

§

§

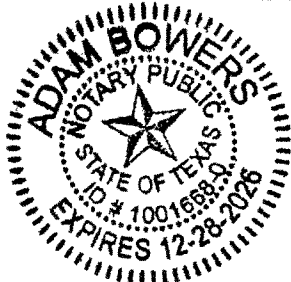
COUNTY OF ~~Hays~~ *Hartley*

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Luanne Caraway and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1 day of SEP, 2023.

(SEAL)



Notary Public-State of Texas

Petitioner:

By:

Name: Jack W. Caraway Caraway Cattle Company Family Partnership, LLLP

Title:

President

STATE OF TEXAS

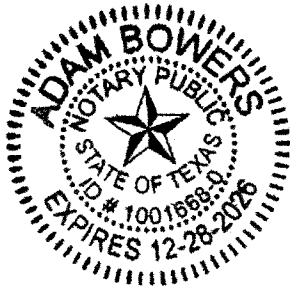
§
§
§

COUNTY OF Hays Hartley

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jack Caraway, President of Caraway Cattle Company Family Partnership, LLLP, and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1 day of Sept, 2023.

(SEAL)



[Signature]
Notary Public-State of Texas

**EXHIBIT "A" TO ANNEXATION PETITION
PROPERTY DESCRIPTION
[FOLLOWS THIS PAGE]**

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 38.0493 ACRES (1,657,426 SQUARE FEET) PARTIALLY OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26 IN HAYS COUNTY, TEXAS, AND PARTIALLY OUT OF THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151 IN HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 104.08 ACRE TRACT CONVEYED TO CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP LLLP, IN VOLUME 4516, PAGE 661 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 38.0493 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod with “4Ward Boundary” cap set at the intersection of the east right-of-way line of South IH 35 (right-of-way varies) and the north right-of-way line of Bebee Road (right-of-way varies), being the southwest corner of said 104.08 acre remainder tract, from which a 1/2-inch iron rod found for the intersection of the east right-of-way line of said IH 35 and the south right-of-way line of said Bebee Road, being the northwest corner of a called 45.64 acre tract (described as “Tract 1”) conveyed to Sunrise Village Investment, LLC in Document No. 20032482 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), bears, S31°37’13”W, a distance of 79.98 feet;

THENCE, leaving the east right-of-way line of said IH 35, with the north right-of-way line of said Bebee Road and the south line of said 104.08 acre remainder tract, S67°41’19”E, a distance of 1,012.74 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north right-of-way line of said Bebee Road, over and across said 104.08 acre remainder tract, N31°24’32”E, a distance of 1,794.45 feet to a calculated point for the north corner hereof, said point being in the east line of said 104.08 acre remainder tract, also being in the west line of a called 25.98 acre tract (described as “Tract 2”) conveyed to Kyle Business Park, L.P. in Volume 2835, Page 819 of the Deed Records of Hays County, Texas (D.R.H.C.T.), from which a 1/2-inch iron rod found for an angle point in the east line of said 104.08 acre remainder tract, being in the west line of Lot 1, Amberwood Commercial Section 1, a subdivision recorded in Volume 14, Page 129 of the Plat Records of Hays County, Texas (P.R.H.C.T.), bears, N00°13’08”E, a distance of 468.92 feet;

THENCE, with the east line of said 104.08 acre remainder tract, in part with the west line of said 25.98 acre tract, in part with the west lines of Lots 21 through 23 of Block A, Kyle Business Park Section One, a subdivision recorded in Volume 12, Page 395 (P.R.H.C.T.), the following three (3) courses and distances:

- 1) **S00°13’08”W**, a distance of **93.19** feet to a 1/2-inch iron rod found for an angle point hereof, said point being an angle point in the common line of said 104.08 acre remainder tract and said 25.98 acre tract,
- 2) **S24°24’03”E**, at a distance of 431.92 feet passing a 1/2-inch iron rod with “Bryn” cap found for the common west corner of said 25.98 acre tract and said Lot 21, and continuing for a total distance of **1,009.62** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west line of said Lot 22, and
- 3) **S18°33’49”E**, passing at a distance of 294.69 feet a 1/2-inch iron rod with “Bryn” cap found for the common west corner of said Lot 22 and said Lot 23, and continuing for a total distance of **935.60** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof, said point being in the north right-of-way line of said Bebee Road, being the south corner of said Lot 23, and being an angle point in the northwest line of


a called 2.305 acre tract conveyed to Hays County, Texas for right-of-way purposes in Volume 1206, Page 472 (O.P.R.H.C.T.);

THENCE, with the north right-of-way line of said Bebee Road, with the south line of said 104.08 acre remainder tract, and with the north line of said 2.305 acre tract, the following two (2) courses and distances:

- 1) Along a curve to the right, whose radius is **418.37** feet, whose arc length is **522.20** feet, and whose chord bears **S76°32'18"W**, a distance of **488.96** feet to a 1/2-inch iron rod with illegible cap found for a point of tangency hereof, and
- 2) **N67°41'19"W**, a distance of **1,269.25** feet to the **POINT OF BEGINNING** and containing 38.0493 Acres (1,657,426 Square Feet) of land, more or less.

NOTE:

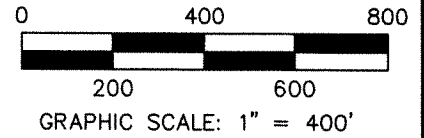
All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000098675586. See attached sketch (reference drawing: 01480 exhibit rev.dwg).

 **10/3/2022**

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



**INTERSTATE HIGHWAY 35
(R.O.W. VARIES)**



LOT 1
AMBERWOOD
COMMERCIAL
SECTION 1
VOL. 14, PG. 129
P.R.H.C.T.

KYLE BUSINESS PARK, L.P.,
CALLED 25.98 ACRES
("TRACT 2")
VOL. 2835, PG. 819
D.R.H.C.T.

CARAWAY CATTLE
COMPANY FAMILY
PARTNERSHIP LLLP
REMAINDER OF A
CALLED 104.08 ACRES
VOL. 4516, PG. 661
O.P.R.H.C.T.

CALLED 13.562 ACRES
VOL. 178, PG. 583
D.R.H.C.T.

N31°24'32"E 1,908.08'

[D]

P.O.B.
GRID N: 13919834.99
GRID E: 2331792.22

P.O.C.
GRID N: 13920219.43
GRID E: 2330855.40

N31°24'32"E 1,794.45'

38.0493 ACRE(S)
1,657,426 SQUARE FEET

APPROXIMATE
LOCATION OF
SURVEY LINE

FROM WHICH A 1/2"
IRON ROD WITH "BRYN"
CAP FOUND BEARS
S37°03'32"W 0.39'

S23°39'00"E 1,009.54'
S24°24'03"E 1,009.62'
S18°33'49"E 935.60'
S21°48'12"E 935.86'
S18°33'49"E 935.60'
S21°48'12"E 935.86'

ILLEGIBLE

ILLEGIBLE

L2

1,012.74'

N67°41'19"W 1,269.25'

S67°41'19"E 2,281.99'
[[S70°54'30"E 2,282.21']]

"LANDPOINT"
SUNRISE VILLAGE NVESTMENT, LLC
CALLED 45.64 ACRES ("TRACT 1")
DOC. NO. 20032482, D.R.H.C.T.

**BEBEE RD
(R.O.W. VARIES)**

**EXHIBIT FOR
38.0493 ACRES
City of Kyle,
Hays County, Texas**

4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	10/3/2022
Project:	01480
Scale:	1" = 400'
Reviewer:	DV
Tech:	CC
Field Crew:	JC/FH
Survey Date:	AUG. 2022
Sheet:	Item #16

[A]
HAYS COUNTY
CALLED 2.305 ACRES
VOL. 1206, PG. 472
O.P.R.H.C.T.

[B]
KYLE MANUFACTURED
HOME COMMUNITY LLC
CALLED 0.62 ACRE
VOL. 3988, PG. 776
O.P.R.H.C.T.

[C]
BLOCK "A"
KYLE BUSINESS PARK
SECTION ONE
VOL. 12, PG. 395
P.R.H.C.T.

[D]
DANIEL DOWNER
SURVEY NO. 22
ABSTRACT NO. 151

[E]
THOMAS G ALLEN
SURVEY
ABSTRACT NO. 26

LEGEND

—	PROPERTY LINE
---	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
⊙	TXDOT TYPE II BRASS DISC FOUND (UNLESS NOTED)
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊠	IRON ROD WITH "BRYN" CAP FOUND (UNLESS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL./PG.	VOLUME, PAGE
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED VOL. 279, PG. 828
[.....]	RECORD INFORMATION PER PLAT VOL. 14, PG. 129
[[.....]]	RECORD INFORMATION PER DEED VOL. 1206, PG. 472
[[.....]]	RECORD INFORMATION PER PLAT VOL. 12, PG. 395
{.....}	RECORD INFORMATION PER DEED VOL. 2835, PG. 819

LINE TABLE

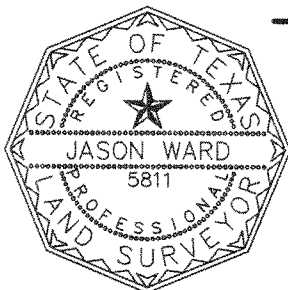
LINE #	DIRECTION	LENGTH
L1	S00°13'08"W	93.19'
L2	S31°37'13"W	79.98'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	522.20'	418.37'	71°30'57"	S76°32'18"W	488.96'

RECORD CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
[[C1]]	522.41'	418.37'	71°32'41"	S73°19'09"W	489.13'



10/3/2022

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000059945228.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

EXHIBIT FOR
38.0493 ACRES
City of Kyle,
Hays County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	10/3/2022
Project:	01480
Scale:	N/A
Reviewer:	DV
Tech:	CC
Field Crew:	JC/FH
Survey Date:	AUG. 2022
Sheet:	2 OF 2

**EXHIBIT "B" TO ANNEXATION PETITION
DRAFT SERVICE AGREEMENT
[FOLLOWS THIS PAGE]**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Kyle (the "Agreement") is entered into by and between the City of Kyle, Texas, a municipal corporation ("City"), and Caraway Cattle Company Family Partnership, LLP, ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "Subject Property");

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date").

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the City and the Landowner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(a) **General Municipal Services.** Pursuant to the requests of the Landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

(2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management

service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

Service by present personnel, equipment and facilities, or by contract with a third party, as provided within the City.

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the Subject Property upon request of the Landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

(1) Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by statutes of the State of

Texas.

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

(2) Wastewater service and maintenance of wastewater service as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's Landowner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a

request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

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

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

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

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

(i) As provided in (3)(A)(i)&(ii) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

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

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

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject

Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

Section 3. Term. The term of this Agreement is ten (10) years from the Effective Date.

Section 4. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 5. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 6. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

Section 7. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Section 8. Choice of Law. This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Hays County, Texas.

Section 9. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 10. Enforcement; Waiver. This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section 13. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 14. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20____.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 38.0493 ACRES (1,657,426 SQUARE FEET) PARTIALLY OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26 IN HAYS COUNTY, TEXAS, AND PARTIALLY OUT OF THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151 IN HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 104.08 ACRE TRACT CONVEYED TO CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP LLLP, IN VOLUME 4516, PAGE 661 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 38.0493 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod with “4Ward Boundary” cap set at the intersection of the east right-of-way line of South IH 35 (right-of-way varies) and the north right-of-way line of Bebee Road (right-of-way varies), being the southwest corner of said 104.08 acre remainder tract, from which a 1/2-inch iron rod found for the intersection of the east right-of-way line of said IH 35 and the south right-of-way line of said Bebee Road, being the northwest corner of a called 45.64 acre tract (described as “Tract 1”) conveyed to Sunrise Village Investment, LLC in Document No. 20032482 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), bears, S31°37’13”W, a distance of 79.98 feet;

THENCE, leaving the east right-of-way line of said IH 35, with the north right-of-way line of said Bebee Road and the south line of said 104.08 acre remainder tract, S67°41’19”E, a distance of 1,012.74 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north right-of-way line of said Bebee Road, over and across said 104.08 acre remainder tract, N31°24’32”E, a distance of 1,794.45 feet to a calculated point for the north corner hereof, said point being in the east line of said 104.08 acre remainder tract, also being in the west line of a called 25.98 acre tract (described as “Tract 2”) conveyed to Kyle Business Park, L.P. in Volume 2835, Page 819 of the Deed Records of Hays County, Texas (D.R.H.C.T.), from which a 1/2-inch iron rod found for an angle point in the east line of said 104.08 acre remainder tract, being in the west line of Lot 1, Amberwood Commercial Section 1, a subdivision recorded in Volume 14, Page 129 of the Plat Records of Hays County, Texas (P.R.H.C.T.), bears, N00°13’08”E, a distance of 468.92 feet;

THENCE, with the east line of said 104.08 acre remainder tract, in part with the west line of said 25.98 acre tract, in part with the west lines of Lots 21 through 23 of Block A, Kyle Business Park Section One, a subdivision recorded in Volume 12, Page 395 (P.R.H.C.T.), the following three (3) courses and distances:

- 1) **S00°13’08”W**, a distance of **93.19** feet to a 1/2-inch iron rod found for an angle point hereof, said point being an angle point in the common line of said 104.08 acre remainder tract and said 25.98 acre tract,
- 2) **S24°24’03”E**, at a distance of 431.92 feet passing a 1/2-inch iron rod with “Bryn” cap found for the common west corner of said 25.98 acre tract and said Lot 21, and continuing for a total distance of **1,009.62** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west line of said Lot 22, and
- 3) **S18°33’49”E**, passing at a distance of 294.69 feet a 1/2-inch iron rod with “Bryn” cap found for the common west corner of said Lot 22 and said Lot 23, and continuing for a total distance of **935.60** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof, said point being in the north right-of-way line of said Bebee Road, being the south corner of said Lot 23, and being an angle point in the northwest line of

a called 2.305 acre tract conveyed to Hays County, Texas for right-of-way purposes in Volume 1206, Page 472 (O.P.R.H.C.T.);

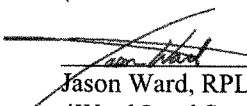
THENCE, with the north right-of-way line of said Bebee Road, with the south line of said 104.08 acre remainder tract, and with the north line of said 2.305 acre tract, the following two (2) courses and distances:

- 1) Along a curve to the right, whose radius is **418.37** feet, whose arc length is **522.20** feet, and whose chord bears **S76°32'18"W**, a distance of **488.96** feet to a 1/2-inch iron rod with illegible cap found for a point of tangency hereof, and
- 2) **N67°41'19"W**, a distance of **1,269.25** feet to the **POINT OF BEGINNING** and containing 38.0493 Acres (1,657,426 Square Feet) of land, more or less.

NOTE:

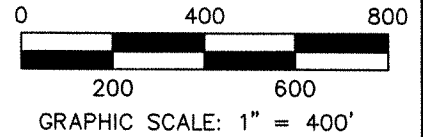
All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000098675586. See attached sketch (reference drawing: 01480 exhibit rev.dwg).

10/3/2022


Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



**INTERSTATE HIGHWAY 35
(R.O.W. VARIES)**



**LOT 1
AMBERWOOD
COMMERCIAL
SECTION 1
VOL. 14, PG. 129
P.R.H.C.T.**

**KYLE BUSINESS PARK, L.P.,
CALLED 25.98 ACRES
("TRACT 2")
VOL. 2835, PG. 819
D.R.H.C.T.**

**CARAWAY CATTLE
COMPANY FAMILY
PARTNERSHIP LLLP
REMAINDER OF A
CALLED 104.08 ACRES
VOL. 4516, PG. 661
O.P.R.H.C.T.**

**CALLED 13.562 ACRES
VOL. 178, PG. 583
D.R.H.C.T.**

[D]

[E]

P.O.B.
GRID N: 13919834.99
GRID E: 2331792.22

P.O.C.
GRID N: 13920219.43
GRID E: 2330855.40

**38.0493 ACRE(S)
1,657,426 SQUARE FEET**

FROM WHICH A 1/2"
IRON ROD WITH "BRYN"
CAP FOUND BEARS
S37°03'32"W 0.39'

APPROXIMATE
LOCATION OF
SURVEY LINE

ILLEGIBLE

ILLEGIBLE

**BEBEE RD
(R.O.W. VARIES)**

**SUNRISE VILLAGE NVESTMENT, LLC
CALLED 45.64 ACRES ("TRACT 1")
DOC. NO. 20032482, D.R.H.C.T.**

**EXHIBIT FOR
38.0493 ACRES
City of Kyle,
Hays County, Texas**



**PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300**

Date:	10/3/2022
Project:	01480
Scale:	1" = 400'
Reviewer:	DV
Tech:	CC
Field Crew:	JC/FH
Survey Date:	AUG. 2022
Sheet:	1 OF 2

[A]
HAYS COUNTY
CALLED 2.305 ACRES
VOL. 1206, PG. 472
O.P.R.H.C.T.

[B]
KYLE MANUFACTURED
HOME COMMUNITY LLC
CALLED 0.62 ACRE
VOL. 3988, PG. 776
O.P.R.H.C.T.

[C]
BLOCK "A"
KYLE BUSINESS PARK
SECTION ONE
VOL. 12, PG. 395
P.R.H.C.T.

[D]
DANIEL DOWNER
SURVEY NO. 22
ABSTRACT NO. 151

[E]
THOMAS G ALLEN
SURVEY
ABSTRACT NO. 26

LEGEND

— — — — —	PROPERTY LINE
— — — — —	EXISTING PROPERTY LINES
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
⊙	TXDOT TYPE II BRASS DISC FOUND (UNLESS NOTED)
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊗	IRON ROD WITH "BRYN" CAP FOUND (UNLESS NOTED)
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL./PG.	VOLUME, PAGE
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DEED VOL. 279, PG. 828
[.....]	RECORD INFORMATION PER PLAT VOL. 14, PG. 129
[[.....]]	RECORD INFORMATION PER DEED VOL. 1206, PG. 472
[[.....]]	RECORD INFORMATION PER PLAT VOL. 12, PG. 395
{.....}	RECORD INFORMATION PER DEED VOL. 2835, PG. 819

LINE TABLE

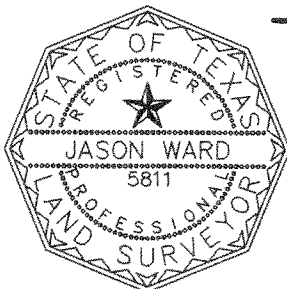
LINE #	DIRECTION	LENGTH
L1	S00°13'08"W	93.19'
L2	S31°37'13"W	79.98'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	522.20'	418.37'	71°30'57"	S76°32'18"W	488.96'

RECORD CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
[[C1]]	522.41'	418.37'	71°32'41"	S73°19'09"W	489.13'



10/3/2022

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000059945228.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

EXHIBIT FOR
38.0493 ACRES
City of Kyle,
Hays County, Texas



PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	10/3/2022
Project:	01480
Scale:	N/A
Reviewer:	DV
Tech:	CC
Field Crew:	JC/FH
Survey Date:	AUG. 2022
Sheet:	2 OF 2 Item # 16



CITY OF KYLE, TEXAS

Caraway Cattle Company Family Partnership LLLP - Zoning (Z-22- 0110)

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: [Postponed 10/2/2023](*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 101 acres to Planned Unit Development (PUD, to include approximately 72 acres of Retail Services Zoning 'RS' and approximately 29 acres Multifamily Apartments 3 'R-3-3' for property located at 301 Bebee Road in Hays County, Texas. (Caraway Cattle Company Family Partnership LLLP - Z-22-0110) ~ *Will Atkinson, Director of Planning*

Planning and Zoning Commission voted to postpone until the 10/18/23 P&Z meeting.

- Public Hearing

Public Hearing was left open on 10/2/2023.

Other Information: See attachments.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Staff Memo
- ☐ Presentation
- ☐ Landowner Authorization Form
- ☐ Deed
- ☐ Franchise Tax Account Status
- ☐ Letter of Intent
- ☐ 30 Day Extension Request Letter



City Council Regular Meeting

DEPARTMENT: Planning Department

FROM: Will Atkinson, Director of Planning

MEETING: Regularly Scheduled City Council Meeting – 10/17/23

SUBJECT:

Zoning Consideration –Caraway Cattle Company Family Partnership, LLLP (Caraway Tract)

SUMMARY:

The 37.99-acre property located at 301 Bebee Road will be annexed in conjunction with the entitlement process of the proposed project.

OPTIONS:

N/A

RECOMMENDATION:

Staff recommends tabling the zoning request until all documents relating to the project are finalized. Please note the zoning will be re-noticed if the zoning request is tabled.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

At the regularly scheduled September 26, 2024 Planning & Zoning Commission meeting, the Commission voted 5-2 to postpone consideration of the zoning request until October 18, 2023.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144

Caraway Cattle Company Family Partnership, LLLP (Caraway Tract Zoning)

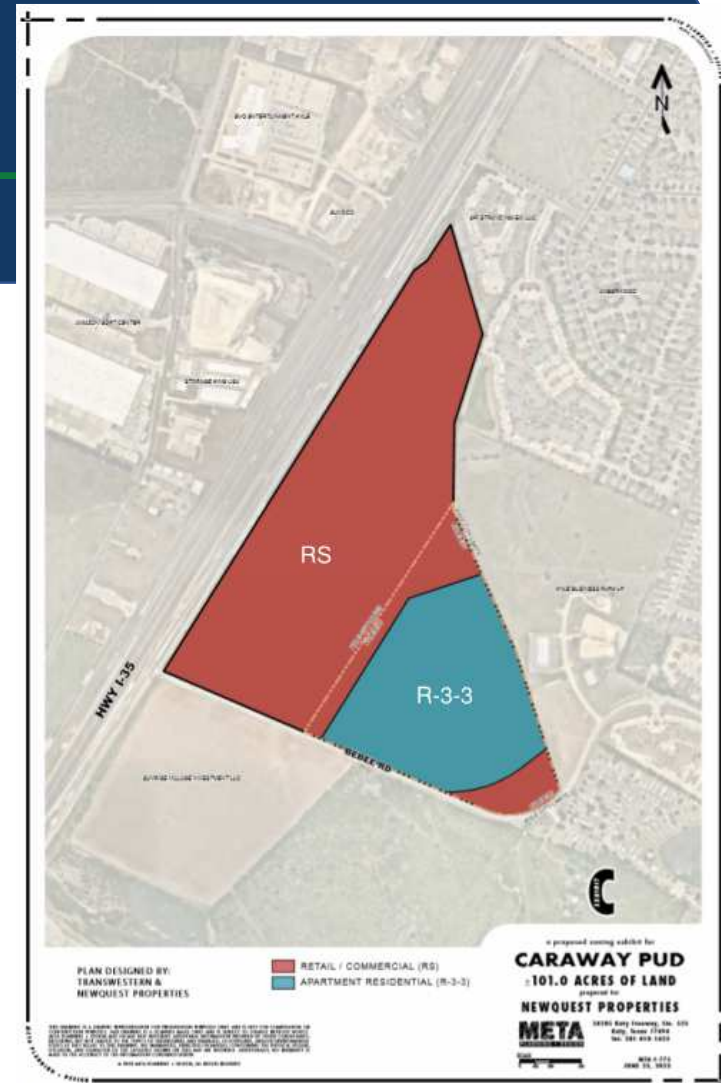
(Z-22-0110) - October 17, 2023

Planning Department



Area to Rezoned (Planned Unit Development)

- Planned Unit Zoning to include 72 acres of Retail Services and 29 acres of R-3-3 (apartments) zoning.



Staff Recommendation

- Staff recommends tabling consideration of zoning request until all documents relating to the project are finalized.
 - Annexation Ordinance
 - PUD Ordinance
 - Development Agreement
- Please note that the zoning request will be re-noticed if the item is tabled.



LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: Daniel Downer Survey, Abstract No. 151, Section No. 22 and the Thomas G. Auman Survey, Abstract No. 28, Hays County
of lots (if subdivided): _____ # of acres: 101.8
Site APN/Property ID #(s): R13823 & R12697
Location: 301 Bebee Road, 78640 County: Hays
Development Name: Kyle Town Center

OWNER

Company/Applicant Name: Caraway Cattle Company Family Partnership LLP /Applicant: Pamela Madere, Jackson Walker LLP
Authorized Company Representative (if company is owner): Jack W. Caraway
Type of Company and State of Formation: Domestic Limited Partnership
Title of Authorized Company Representative (if company is owner):
Applicant Address: 100 Congress Avenue, Suite 1100, Austin TX, 78701
Applicant Fax: 512-236-2002
Applicant Phone: 512-236-2048
Applicant/Authorized Company Representative Email: pmadere@jw.com

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

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

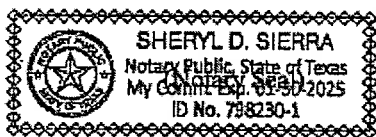
I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein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

Owner's Signature: [Signature] Date: 10/3/2022

State of Texas §

County of Hays §

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



SUBSCRIBED AND SWORN TO before me, this
the 3 day of October, 2022
[Signature]
Notary Public's Signature
1-30-2025
My Commission Expires

PROJECT REPRESENTATIVE

* Owner may withdraw the ^{voluntary} annexation application at any time prior to final City Council approval.

Representative Name: Pamela Madere
Representative Address: 100 Congress Avenue, Suite 1100, Austin TX. 78701
Representative Phone: 512-236-4048
Representative Email: pmadere@jw.com
Representative's Signature: _____ Date: 10/3/2022

Pam Madere

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §


That **JACK W. CARAWAY and LUANNE CARAWAY**, married individuals (jointly referred to herein as "Grantor"), 301 Bebee Road, Kyle, Texas 78640, in consideration of the sum of ten dollars and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, DOES HEREBY GIVE, ASSIGN, TRANSFER and CONVEY unto the **CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP LLLP** ("Grantee"), 301 Bebee Road, Kyle, Texas 78640, all of Grantor's right, title and interest in and to all that certain land situated in Hays County, Texas, and described on the attached **Exhibit "A"**, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, and fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the 'Property'), save and except (i) that certain house and surrounding .25 acres described in the Hays Central Appraisal District Records as being located at 301 BeBee Road, Kyle Texas (A0026 Thomas G. Allen Survey (.25 AC HS)); and (ii) that portion of land conveyed by Grantor to the County of Hays by Deed dated and filed in the Hays County records on February 12, 1996, attached hereto as **Exhibit "B"**.

This conveyance is made subject to (a) validly existing and enforceable rights, interests and estates of third parties in connection with any item of record in the office of the County Clerk of Hays County, Texas, if any do in fact exist, and only to the extent that same do in fact exist, and are applicable to the Property; (b) the rights of parties in possession of the Property; (c) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements; (d) ad valorem taxes assessed against the Property for the calendar year in which this conveyance becomes effective; (e) any existing debts and encumbrances against the Property; and (f) any existing easements or outstanding mineral or royalty interests.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, and subject, however, as aforesaid.

For the same consideration, Grantor hereby GIVES, ASSIGNS, TRANSFERS and CONVEYS, without warranty, express or implied, all interest, if any, of Grantor in (a) strips or gores, if any, between the Property and abutting properties, and (b) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property


Jack W. Caraway

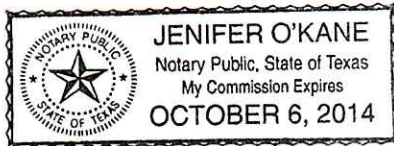

Luanne Caraway


STATE OF TEXAS

§
§
§
§

COUNTY OF HAYS

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this 28 day of December, 2012, personally appeared JACK W. CARAWAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and consideration therein expressed.



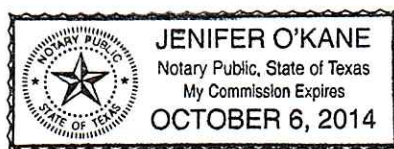

Notary Public, State of Texas
Name (Print): Jenifer O'Kane
My Commission Expires: 10.6.14

STATE OF TEXAS

§
§
§
§

COUNTY OF HAYS

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this 28 day of December, 2012, personally appeared LUANNE CARAWAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such instrument was executed for the purposes and consideration therein expressed.





Notary Public, State of Texas
Name (Print): Jenifer O'Kane
My Commission Expires: 10.6.14

EXHIBIT "A"

BEING 31.5 acres out of the Thomas G. Allen Survey and 72.58 acres out of the Dan Downer Survey, Hays County, Texas, being a portion of that tract of land conveyed to Cleo T. Caraway et ux. by E. B. Moore et ux. by deed dated January 27, 1942, and recorded in Volume 123, Page 494, Hays County Deed Records.

BEGINNING at an iron stake set at the intersection of the East right-of-way line of Interstate Highway #35 with the North line of a County Road, as fenced and used upon the ground, and from which a concrete monument bears S. 32° 10' W. 1723.84 feet, said iron stake being the most Westerly corner of the tract herein described;
THENCE leaving the North line of the said County Road, with the East right-of-way line of the said Interstate Highway #35, the following courses numbered (1) through (3):

- (1) N. 32° 10' E., at about 1777.5 feet passing the Northeast line of the said Downer Survey, same being the Southwest line of the said Allen Survey, and continuing on in all 3091.85 feet to a concrete monument found for angle point,
- (2) N. 53° 17' E. 106.67 feet,
- (3) N. 33° 17' E. 280.10 feet to an iron stake found at base of corner fence post for the most Northerly corner of the tract herein described, same being a Southwest corner of that tract of 204.5 acres of land conveyed to Ida Hill, widow, by Adolf Hill et al. by deed dated August 16, 1957, and recorded in Volume 171, Page 636, Hays County Deed Records;

THENCE leaving Interstate Highway #35, with fence and the West line of the said Hill 204.5 acre tract, the following courses numbered (4) through (10):

- (4) S. 16° 10' E. 746.28 feet to an iron stake found at base of fence post,
- (5) S. 17° 47' W. 610.42 feet to an iron stake found at base of fence post,
- (6) S. 00° 56' W. 567.96 feet to an iron stake found at base of fence post,
- (7) S. 23° 39' E., at about 958 feet passing the said Southwest line of the Allen Survey and the North line of the said Downer Survey and continuing on in all 1009.54 feet to an iron stake found at base of fence post,
- (8) S. 17° 47' E. 1004.15 feet to an iron stake found at base of fence post,
- (9) S. 24° 17' W. 238.01 feet to a fence post,
- (10) S. 73° 39' W. 24.92 feet to an iron stake found at base of corner fence post in the North line of the aforementioned County Road for the Southeast corner of the tract herein described;

THENCE leaving the said Hill 204.5 acre tract, with the North line of the said County Road, as fenced and used upon the ground, N. 67° 00' W. 2702.27 feet to the place of beginning, containing 104.08 acres of land.

Exhibit "B"

Bk Vol Pg
12037123 OPR 4516 665

DEED DOCH 394612

1206,472

THE STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT JACK W. CARAWAY and wife, LUANNE CARAWAY

of the County of HAYS State of Texas, hereinafter referred to as Grantors, whether one or more, for and consideration of the sum of EIGHTEEN THOUSAND, FOUR HUNDRED AND FORTY AND NO/100 DOLLARS - - - - - (\$18,440.00) to Grantors in hand paid by the County of Hays, acting by and through the Hays County Commissioners Court, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold and by these presents do grant, bargain, sell and convey unto the County of Hays all that certain tract or parcel of land in Hays County, Texas more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to-wit:

One fence

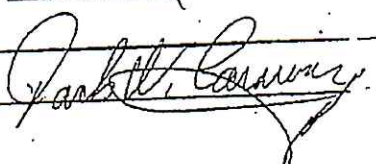
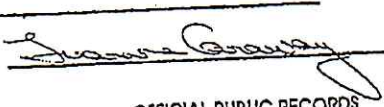
Grantors covenant

and agree to remove the above-described improvements from said land by March 31, 1996, subject, however, to such extensions of time as may be granted by the County in writing; and if, for any reason, grantors fail or refuse to remove same within said period of time prescribed, then without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the County of Hays forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the Title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging unto the County of Hays and its assigns forever; and Grantors do hereby bind ourselves, our heirs and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises conveyed herein unto the County of Hays and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12th day of February, 1996.

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1206, 473 ACKNOWLEDGEMENT

Bk Vol Pg
12037123 OPR 4516 666

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on the ____th day of
February 1995 by Jack W. Caraway and Luanne Caraway



Paul W. Wallington
NOTARY PUBLIC - STATE OF TEXAS

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the ____th day of
1995 by

NOTARY PUBLIC - STATE OF

CORPORATE ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on the ____day of ____
1995, by _____ of
_____, a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC - STATE OF

144 Eric Moerbe
138 E. San Antonio
San Marcos, TX 78666

Doc# 504612
Date: 02-18-1996
Filed & Recorded in
Official Records in
County of Hays, Texas
MARGIE T. WILLIAMS
CLERK
Rec. - 00

1206.474

MAY 1, 1995 JOB NO. 67145.309 FIELD NOTE NO. 67145-40R1
CLIENT NO.: 60864 CLIENT NAME: HAYS COUNTY PROJECT NAME: HAYS
COUNTY ROAD NO. 122, JACK W. CARAWAY - HAYS COUNTY

FIELD NOTES

A DESCRIPTION OF 2.305 ACRES OF LAND SITUATED IN THE DAN DOWNER SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 104.08 ACRE TRACT OF LAND CONVEYED TO JACK W. CARAWAY AND WIFE, LUANNE CARAWAY BY DEED RECORDED IN VOLUME 279, PAGE 828 OF THE DEED RECORDS OF SAID COUNTY, SAID 2.305 ACRES OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH, BEING: MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod in concrete found at the southwest corner of the said 104.08 acre tract being the intersection of the occupied north line of Hays County Road No. 122 and the east right-of-way (R.O.W.) line of Interstate Highway No. 35 (I.H. 35);

THENCE along the west line of the said 104.08 acre tract and the east R.O.W. line of said I.H. 35 as fenced, N 28°14'54" E, 24.94 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set from which a fence post on the west line of the said 104.08 acre tract and the east R.O.W. line of said I.H. 35 bears N 28°14'54" E, 894.32 feet;

THENCE, departing the west line of the said 104.08 acre tract and the east R.O.W. line of said I.H. 35, crossing the said 104.08 acre tract the following two (2) courses:

1. S 70°54'30" E, 2282.21 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set at a point of curvature, and
2. a distance of 522.42 feet along the arc of a curve to the left whose radius is 418.37 feet, central angle is 71°32'43" and whose chord bears N 73°19'09" E, 489.13 feet to a 5/8 inch iron rod with plastic cap marked "RUST E&I RPLS 4532" set on the northeast line of the said 104.08 acre tract and the southwest line of that certain 39.968 acre tract of land conveyed to John Carl Daywood by deed recorded in Volume 753, Page 356 of the said Deed Records;

THENCE along the northeast line of the said 104.08 acre tract and the southwest line of the said 39.968 acre tract as fenced, S 21°47'31" E, 67.38 feet to a 1/2 inch iron rod found at the most easterly corner of the said 104.08 acre tract and the southeast corner of the said 39.968 acre tract on the occupied westerly line of said Hays County Road No. 122;

1206.475

FIELD NOTE NO. 67145-40R1

THENCE, departing the southwest line of the said 39.968 acre tract, along the east and south lines of the said 104.08 acre tract and the occupied west and north lines of said Hays County Road No. 122 as fenced, the following three (3) courses:

1. S 20°20'49" W, 238.06 feet to an iron fence post,
2. S 67°33'14" W, 24.04 feet to an iron fence post, and
3. N 71°01'42" W, 2703.93 feet to the POINT OF BEGINNING containing 2.305 acres of land more or less.

THE STATE OF TEXAS

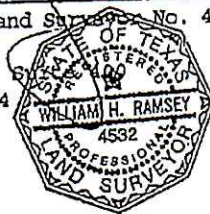
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William H. Ramsey, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL AT Austin, Travis County, Texas this the 1st day of May, 1995 A.D.

William H. Ramsey
Registered Professional Land Surveyor No. 4532
Rust Lichliter/Jameson
811 Barton Springs Road, Suite 100
Austin, Texas 78704-1164



Loanne Caraway
301 Beebe Rd
Kyle, Tx 78640



Franchise Tax Account Status

As of : 09/30/2022 09:58:57

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP, LLLP	
Texas Taxpayer Number	32049623898
Mailing Address	301 BEBEE RD KYLE, TX 78640-4707
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/04/2012
Texas SOS File Number	0801694183
Registered Agent Name	JACK W. CARAWAY
Registered Office Street Address	301 BEBEE RD. KYLE, TX 78640

October 5, 2022

William Atkinson, Acting Director
City of Kyle
Planning Department
100 West Center Street
Kyle, Texas 78640

Re: Caraway PUD – 301 Bebee Road, Kyle, Texas - Voluntary Annexation of 38.049 acres and Concurrent Planned Unit Development (“PUD”) Zoning Application for a total of 101.8 acres out of the A0026 Thomas G. Allen Survey and A0151 Daniel Downes Survey in Hays County, Texas (the “Property”)

Dear Will,

As authorized by Caraway Cattle Company Family Partnership LLLP (the “Owner”), we are submitting a voluntary annexation application for the Property referenced above with a concurrent Planned Unit Development (“PUD”) zoning application in order to develop a unified commercial, mixed use and multifamily development with base zoning districts of Retail Services (RS), Mixed Use (MXD) and Multifamily (R-3-3).

The Property currently consists of a homestead, agricultural uses and undeveloped land. The portion of the Property within the City limits, or approximately 63.75 acres, is bounded on the west by the IH 35 Northbound frontage road; this area is currently zoned ‘A’ Agriculture. The eastern 38.049 acres of the Property currently outside of the City limits is subject to the voluntary annexation application; the Property Identification Numbers are R12697 and R13823.

The adjacent properties are developed for multifamily, warehouse, agricultural and retail uses. The proposed zoning change aligns with these uses and the proposed PUD zoning base districts meet the development standards for the “New Town District” and “Regional Node” as described in the City of Kyle’s 2017 Comprehensive Plan.

The proposed annexation and the PUD zoning will ensure buffering between established neighborhoods and adjacent commercial and public uses while concentrating on connectivity through the Vybe trail. New public infrastructure will be built with this proposed development in order to provide improved roadway connectivity in the area.

The following documents are included with the application for voluntary annexation:

1. Signed Owner's Authorization Form;
2. A copy of certified field notes (metes and bounds) describing the boundary of the Property that is being petitioned for annexation and a sketch of the property boundaries; and,
3. A location map of the Property with surrounding roadways identified (for zoning and annexation); and
4. Special Warranty Deed.

The following documents are included with the zoning application:

1. PUD Development Plan including exhibits as attached;
2. Tax Certificates for R12697 and R13823;
3. Special Warranty Deed;
4. Signed Owner's Authorization Form; and
5. Property survey and field notes including a sketch of the property boundaries.

The annexation and zoning of these properties will promote a safe, orderly, healthy, and vibrant development in the City in alignment with the City's 2017 Comprehensive Plan, as well as providing enhanced housing, employment and retail opportunities to the local community and the region.

Thank you for your consideration of this request.

Sincerely,



Pamela Madere

October 5, 2022

Page 3



September 20, 2023

Transmitted by Email

Mr. Byran Langley
City Manager
City of Kyle
1700 Kohlers Crossing
Kyle, Texas 78640
blangley@cityofkyle.com

Re: Request for 30-day Postponement
Carraway Tract PD

Dear Mr. Langley:

The Carraway Tract PD is scheduled to be discussed at the September 26, 2023, City of Kyle Planning and Zoning Commission. To provide ample time for the City of Kyle and NewQuest/Transwestern to discuss the PD submittal, we are requesting a 30-day postponement of the Carraway PD discussion at the Planning & Zoning meeting.

Please let me know if you have any questions regarding this request for a postponement.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "H. Paul Dodd".

H. Paul Dodd, PE
Senior Development Manager

C (by email): Andrew Alvis (andrew.alvis@newquest.com)
John Duncan (john.duncan@transwestern.com)
Will Atkinson (Watkinson@cityofkyle.com)



CITY OF KYLE, TEXAS

Public Hearing Southwest Kyle PID IA #2

Meeting Date: 10/17/2023
Date time: 7:00 PM

Subject/Recommendation: Public Hearing to Consider Proposed Assessments to be Levied Against the Assessable Property Within Improvement Area #2 of the Southwest Kyle Public Improvement District No. 1 Pursuant to the Provisions of Chapter 372 of the Texas Local Government Code. ~ *Mark McLiney, SAMCO Capital, City's Financial Advisor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 📎 2023 1017 Southwest Kyle PID No. 1 Notice of Public Hearing

**CITY OF KYLE, TEXAS
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Kyle, Texas on October 17, 2023 at or after 7:00 p.m. at the Kyle City Hall, 100 W. Center Street, Kyle, Texas 78640. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #2 of the Southwest Kyle Public Improvement District No. 1 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Improvement Area #2 Improvements") include (i) acquisition, construction and improvement of wastewater or drainage facilities and improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting streets, roadways or their rights-of-way, including revegetation and enhancements; (iii) acquisition, construction, and improvement of mass transportation improvements, including silent railway crossings; (iv) acquisition, construction, and improvement of park improvements, including parking areas; (v) acquisition, construction, and improvement of entryway improvements and related landscape enhancements; (vi) acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement; and (vii) payment of expenses incurred in the establishment, administration and operation of the District and the costs of issuance, reserve funds or credit enhancement of any bonds issued by or on behalf of the District, if necessary.

The total costs of the Improvement Area #2 Improvements, including administrative costs and the costs of issuing bonds, is \$9,426,601.

The boundaries of the District include approximately 171.154 acres of land generally located on the southwest side of the City of Kyle along the west side of Interstate 35, located within the corporate limits of the City. The boundaries of Improvement Area #2 of the District include approximately 85.335 acres of land within the District, as more particularly described by a metes and bounds description available at Kyle City Hall for public inspection.

All written or oral objections on the proposed assessment within Improvement Area #2 of the District will be considered at the public hearing.

A copy of the proposed Improvement Area #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Improvement Area #2 of the District that benefits from the Improvement Area #2 Improvements, is available for public inspection at the office of the City Secretary, 100 W. Center Street, Kyle, Texas 78640.



CITY OF KYLE, TEXAS

Ordinance Accepting and Approving Restated Service and Assessment Plan Southwest Kyle PID IA #2

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Consideration and Approval of an Ordinance of the City Council of the City Of Kyle, Texas Accepting and Approving an Amended and Restated Service and Assessment Plan and Improvement Area #2 Assessment Roll for The Southwest Kyle Public Improvement District No. 1; Making a Finding of Special Benefit to the Property in Improvement Area #2 of the District; Levying Special Assessments Against Property Within Improvement Area #2 of the District and Establishing a Lien on Such Property; Providing for the Method of Assessment and the Payment of the Assessments in Accordance With Chapter 372, Texas Local Government Code, as Amended; Providing Penalties and Interest on Delinquent Assessments; Providing For Severability; and Providing an Effective Date. ~ *Mark McLiney, SAMCO Capital, City's Financial Advisor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ City Council Regular Meeting Staff Report Template - 10.17 Meeting Southwest Kyle Assessment Ordinance
- ☐ Assessment Ordinance



City Council Regular Meeting

DEPARTMENT:

FROM: Stephanie Leibe, Norton Rose Fulbright US LLP, Bond Counsel

MEETING: October 17, 2023 Regular City Council Meeting

SUBJECT:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE SOUTHWEST KYLE PUBLIC IMPROVEMENT DISTRICT NO. 1; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; RESOLVING ALL MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

SUMMARY:

City Council previously created Southwest Kyle Public Improvement District No. 1 (the "PID"). On October 2, 2021, Council adopted a Preliminary Amended and Restated Service and Assessment Plan setting out the anticipated costs of certain public improvements within Improvement Area #2 of the PID and the methodology of assessments to be levied on property within Improvement Area #2 of the PID to pay for those public improvements.

The Ordinance would approve the Amended and Restated Service and Assessment Plan and levy assessments in Improvement Area #2 of the PID to pay for the costs of public improvements constructed within Improvement Area #2 of the PID.

OPTIONS:

Approve or disapprove

RECOMMENDATION:

Approve

PRIOR ACTION/INPUT (Council, Boards, Citizens):

- Development in the PID began in 2019
- Effective as of August 10, 2017, the City entered into a Development Agreement with the developer of property in the PID. The Development Agreement established development standards for the PID and provided for the construction of the public improvements in the PID.



-
- The PID was created on November 4, 2017.
 - The Preliminary Amended and Restated Service and Assessment Plan for the PID and the Preliminary Limited Offering Memorandum related to the PID Bonds was adopted on October 2, 2023.

FISCAL IMPACT:

STAFF CONTACT:

Name: Stephanie Leibe
Title: Partner
Norton Rose Fulbright US LLP

CITY OF KYLE, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE SOUTHWEST KYLE PUBLIC IMPROVEMENT DISTRICT NO. 1; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; RESOLVING ALL MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 17, 2017 a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Kyle, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district within the City; and

WHEREAS, the petition satisfied the requirements of the PID Act because it contained the signatures of: (1) the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Hays County Central Appraisal District, and (2) the record owners of real property liable for assessment who (A) constitute more than fifty percent of all record owners of property that is liable for assessment under the proposal, or (B) own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on November 4, 2017, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act, and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1083 (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Southwest Kyle Public Improvement District No. 1 (the "District") in accordance with its finding as to the advisability of the authorized improvements relating to the District (the "Authorized Improvements"); and

WHEREAS, the City filed the Authorization Resolution in Hays County land records as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary, within 20 days after the date of publication; and

WHEREAS, on April 4, 2023, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition to Increase Estimated Costs as required by Section 372.009 of the PID Act and on April 4, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1362 (the "Increased Costs Resolution"), adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the increase in estimated total costs of certain Authorized Improvements; and

WHEREAS, the City filed the Increased Costs Resolution in Hays County land records as required by law; and

WHEREAS, on October 2, 2023, the Council adopted a resolution accepting the preliminary amended and restated service and assessment plan, including a proposed assessment roll for Improvement Area #2 of the District (the "Proposed Improvement Area #2 Assessment Roll"), calling for a public hearing to consider an ordinance levying assessments against assessable property within Improvement Area #2 (as defined in the Service and Assessment Plan (as defined herein)) of the District (the "Improvement Area #2 Assessments"), authorizing and directing the City Secretary of the City to file the Proposed Improvement Area #2 Assessment Roll and make such assessment roll available for public inspection, authorizing and directing the City Secretary of the City to publish notice of a public hearing to consider the levying of the Improvement Area #2 Assessments against the property within Improvement Area #2 of the District (the "Levy and Assessment Hearing"), authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment, and directing related action; and

WHEREAS, the City Secretary filed the Proposed Improvement Area #2 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, caused to be published notice of the Levy and Assessment Hearing on October 5, 2023 in the *Austin American Statesman*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, on October 17, 2023 the City Council convened the Levy and Assessment Hearing and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll (as defined below), and the proposed assessments, and to offer testimony pertinent to any issue presented on the amount of the assessments, the allocation of the Actual Costs of the

Improvement Area #2 Projects (as defined in the Service and Assessment Plan) to be undertaken for the benefit of the property located within Improvement Area #2 of the District, the purposes of the Improvement Area #2 Assessments, the special benefits of the Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, the City Council finds and determines that the Southwest County Public Improvement District No. 1 2023 Amended and Restated Service and Assessment Plan, substantially in the form attached hereto as **Exhibit A**, (the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #2 Assessments for the Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan) should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Exhibit F-2 (the “Improvement Area #2 Assessment Roll”); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Improvement Area #2 Projects as described in the Service and Assessment Plan, the Improvement Area #2 Assessment Roll, and the levy of the Improvement Area #2 Assessments, all as described in the Service and Assessment Plan; and

WHEREAS, the owners (the “Landowners”), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #2 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, the Improvement Area #2 Assessment Roll, this Ordinance, the levy of the Improvement Area #2 Assessments against their property located within Improvement Area #2 of the District, their agreement to pay the Improvement Area #2 Assessments when due and payable, and the filing of the Service and Assessment Plan and the Improvement Area #2 Assessment Roll in the real property records of Hays County; and

WHEREAS, the City Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein, including the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Improvement Area #2 Projects (as reflected in the Service and Assessment Plan and Exhibit E attached thereto) and the Annual Collection Costs (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of the Improvement Area #2 Assessed Property will receive from the construction of the Improvement Area #2 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Projects and will be reviewed and updated annually;

(c) The Service and Assessment Plan apportions the Actual Costs of the Improvement Area #2 Projects to be assessed against the property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #2 Projects;

(d) All of the real property in Improvement Area #2 of the District which is being assessed in the amounts shown in the Improvement Area #2 Assessment Roll will be benefited by the Improvement Area #2 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #2 Assessed Property will receive special benefits in each year equal to or greater than each annual Improvement Area #2 Assessment and will receive special benefits during the term of the Improvement Area #2 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Improvement Area #2 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Projects and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Improvement Area #2 Projects;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #2 Assessment Roll should be approved as the assessment roll for the Improvement Area #2 Assessed property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Improvement Area #2 Assessments and

delinquent Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #2 Assessments should be approved and will expedite collection of the Improvement Area #2 Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #2 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #2 Assessment Roll.

The Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of Improvement Area #2 of the District.

Section 5. Levy and Payment of Assessments for Costs of the Improvement Area #2 Projects.

(a) The City Council hereby levies an assessment on each parcel of the Improvement Area #2 Assessed Property (excluding Non-Benefited Property) located within Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown in the Improvement Area #2 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll. The assessments hereby levied shall be sufficient to pay the debt service on any bonds or other evidences of indebtedness that may be hereafter issued for Improvement Area #2 of the District and costs related thereto in accordance with the terms of the Service and Assessment Plan or that are otherwise authorized by the PID Act.

(b) The levy of the Improvement Area #2 Assessments shall be effective on the date of adoption of this Ordinance levying Improvement Area #2 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Improvement Area #2 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Improvement Area #2 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #2 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan, as the same shall be reviewed and updated annually

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for the Improvement Area #2 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Improvement Area #2 Projects and Annual Collection Costs are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Improvement Area #2 Assessments.

Delinquent Improvement Area #2 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Improvement Area #2 Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any of the Improvement Area #2 Assessed Property may prepay the Improvement Area #2 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the landowners of Improvement Area #2 Assessed Property, including without limitation such Landowners' obligations related to payment of the Improvement Area #2 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Improvement Area #2 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of Improvement Area #2 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Improvement Area #2 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Improvement Area #2 Assessments.

(a) Appointment of Administrator.

The prior appointment of P3Works, LLC, is hereby confirmed and P3Works, LLC, is hereby designated as the initial Administrator of the Service and Assessment Plan and of Improvement Area #2 Assessments levied by this Ordinance (the "Administrator"). The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance, and in any contract between the City and the Administrator. The Administrator's fees, charges and expenses for providing such service shall constitute Annual Collection Costs.

(b) Appointment of Temporary Collector.

The City Manager or his designee is hereby appointed and designated as the temporary collector of the Improvement Area #2 Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Hays County Tax Assessor and Collector, or another qualified collection agent selected by the City.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #2 Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, to be recorded in the real property records of Hays County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Improvement Area #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this ____ day of October, 2023

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

Service and Assessment Plan

See Tab No. __



CITY OF KYLE, TEXAS

Southwest Kyle PID No. 1 IA#2 Ordinance Approving & Authorizing the Issuance and Sale of Special Assessment Revenue Bonds

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Consideration and Approval of an Ordinance Approving and Authorizing the Issuance and Sale of the City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (Southwest Kyle Public Improvement District No. 1 Improvement Area #2 Projects) and Approving and Authorizing Related Agreements. ~ *Mark McLiney, SAMCO Capital, City's Financial Advisor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ City Council Regular Meeting Staff Report Template - 10.17 Meeting Southwest Kyle Bond Ordinance
- ☐ Bond Ordinance



City Council Regular Meeting

DEPARTMENT:

FROM: Stephanie Leibe, Norton Rose Fulbright US LLP, Bond Counsel

MEETING: October 17, 2023 Regular City Council Meeting

SUBJECT:

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF KYLE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (SOUTHWEST KYLE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECTS) AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

SUMMARY:

City Council previously created Southwest Kyle Public Improvement District No. 1 (the "PID") and adopted a Preliminary Service and Assessment Plan setting out the anticipated costs of certain public improvements within the PID and the methodology of assessments to be levied on property within the PID to pay for those public improvements. In addition, City Council previously approved a Preliminary Limited Offering Memorandum which was used by the underwriter to market the PID bonds to investors.

The Ordinance would authorize and issuance of sale of the PID Bonds. The PID Bonds will be secured by assessments levied within Improvement Area #2 of the PID and the proceeds will be used to finance public improvements constructed within Improvement Area #2 of the PID.

OPTIONS:

Approve or disapprove

RECOMMENDATION:

Approve

PRIOR ACTION/INPUT (Council, Boards, Citizens):

- Development in the PID began in 2019
- Effective as of August 10, 2017, the City entered into a Development Agreement with the developer of property in the PID. The Development Agreement established development standards for the PID and provided for the construction of the public improvements in the PID.
- The PID was created on November 4, 2017.
- The Preliminary Service and Assessment Plan for the PID and the Preliminary Limited Offering Memorandum related to the PID Bonds were adopted by City Council on October 2, 2023.

FISCAL IMPACT:



Department Memo

STAFF CONTACT:

Name: Stephanie Leibe

Title: Partner

Norton Rose Fulbright US LLP

CITY OF KYLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF KYLE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (SOUTHWEST KYLE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECTS) AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Kyle, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Southwest Kyle Public Improvement District No. 1" (the "District"), pursuant to Resolution No. 1083 adopted by the City Council of the City (the "City Council") on November 4, 2017; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on October 17, 2023, regarding the levy of special assessments against benefitted property located within the second construction phase of the District ("Improvement Area #2"), and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. _____ "Assessment Ordinance") on October 17, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Southwest Kyle Public Improvement District No. 1 Amended and Restated Service and Assessment Plan, dated October 17, 2023 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll that is attached to the Service and Assessment Plan as Exhibit F-2; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Series 2023 Bonds (defined below) during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Series 2023 Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance (together, the "Authorized Improvements"); and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue the Obligations to be designated "City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (Southwest Kyle Public Improvement District No. 1 Improvement Area #2 Projects)" (the "Series 2023 Bonds") payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Obligations to finance a portion of the Authorized Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of a Indenture (defined below), (iii) approve the form, terms and provisions of the Bond Purchase Agreement (defined below) between the City and the purchaser of the Series 2023 Bonds, (iv) approve a Preliminary Limited

Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of the Series 2023 Continuing Disclosure Agreement, (vi) approve the form, terms, and provisions of a Construction, Funding and Acquisition Agreement (defined below), and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Series 2023 Indenture of Trust.

(a) The issuance of the Series 2023 Bonds in the principal amount of \$5,400,000 for the purpose of financing the Authorized Improvements is hereby authorized and approved.

(b) To secure Series 2023 Bonds issued to finance the costs of the Authorized Improvements, that certain Indenture of Trust (the "Indenture") dated as of November 1, 2023 between the City and BOKF, NA, as trustee (the "Trustee") is hereby approved in substantially the form attached hereto as **Exhibit A**, which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary or the Assistant City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Series 2023 Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Series 2023 Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Series 2023 Bonds. The Series 2023 Bonds shall be payable from and secured by the Trust Estate and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Series 2023 Bonds; Approval of Bond Purchase Agreement.

The Series 2023 Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor or Mayor Pro Tem of the City. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Obligations and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved

and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Obligations. The City Secretary or the Assistant City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Obligations is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (Southwest Kyle Public Improvement District No. 1 Improvement Area #2 Projects) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") among the City, and BOKF, NA is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding and Acquisition Agreement. That certain "Southwest Kyle Public Improvement District No. 1 Improvement Area #2 Projects Construction, Funding and Acquisition Agreement" (the "Construction, Funding and Acquisition Agreement") between the City and Paramount Park, Ltd. (the "Developer"), is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary or the Assistant City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Series 2023 Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Series 2023 Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Series 2023 Bonds which may

be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 7. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 10. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 11. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 12. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this _____, 2023.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
TRUST INDENTURE
See Tab No. __

EXHIBIT B
BOND PURCHASE AGREEMENT

See Tab No. __

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

See Tab No. __

EXHIBIT D
CONSTRUCTION, FUNDING AND ACQUISITION AGREEMENT

See Tab No. __



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 10/17/2023

Date time: 7:00 PM

Subject/Recommendation: Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation, settlement agreement, or to seek the advice of the City Attorney and Attorneys concerning legal issues pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct.
 - Discussion regarding water infrastructure and related agreements in pressure plane three.
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Acquisition of property for transportation improvements and related infrastructure
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 Heatstroke
 - Project Uplift
 - Project Hot Pursuit
 - Project Underground
 - Project The Stars are Bright
 - Project Chia Pet

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 10/17/2023
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