

# 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 November 14, 2023, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

### VIDEO

Posted this 10th day of November, 2023, prior to 10:30 p.m.

---

#### **I. Call Meeting to Order**

#### **II. Approval of Minutes**

1. City Council Special Meeting Minutes - October 17, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*
2. City Council Regular Meeting Minutes - October 17, 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. Consider appointment of Gloria Otto to Seat 2 of the Library Board for two-year term expiring September 2025. ~ *Colleen Tierney, Director of Library Services*

## **VI. Reports and Presentations**

5. Hunger Action Month Mayoral Proclamation. ~ *Travis Mitchell, Mayor*
6. Veteran's Day Proclamation in honor of November 11th. ~ *Miguel A. Zuniga PhD, Council Member*
7. Proclamation recognizing Diabetes Awareness. ~ *Miguel A. Zuniga PhD, Council Member*
8. Presentation and Recognition of the Kyle Citizens Police Academy Graduating Class - Class #15. ~ *Jeff Barnett, Chief of Police*
9. Receive a report, hold a discussion, and consider approval of a resolution to name the interview space and waiting area for the Victims Services Unit within the Kyle Public Safety Center, in the honor of Samantha and Maddeline Dean. ~ *Jeff Barnett, Chief of Police*
10. Receive a report, hold a discussion, and provide Staff direction regarding the creation of a Downtown TIRZ. ~ *Will Atkinson, Director of Planning*
11. Receive a report, hold a discussion, and provide staff direction regarding an interim financing strategy for the construction of the remaining Alliance Regional Water Authority (ARWA) Phase 1B projects and Phase 1C/1D expansions. ~ *Graham Moore, P.E., Executive Director*

## **VII. Consent Agenda**

12. A Resolution of the City of Kyle, Texas, Calling a Runoff Election on Saturday, December 9, 2023, for the Purpose of Electing a Council Member District 4; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. ~ *Jennifer Kirkland, TRMC, City Secretary*
13. (*Second 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*  
  
*City Council voted 7-0 to approve on first reading on 10/17/2023.*
14. Approve a resolution authorizing the City Manager to execute a Letter Agreement by and between the Crosswinds Municipal Utility District and the City of Kyle for

a cost sharing arrangement for water system improvements. ~ *Amber Schmeits, Assistant City Manager*

15. Approve a Resolution of the City Council of the City of Kyle, Texas accepting the K-50 (Opal Meadows) subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*
16. A Resolution of the City of Kyle, Texas, approving a Utilities Agreement between the City of Kyle and PEDERNALES ELECTRIC COOPERATIVE, INC., Johnson City, TX for the installation of lighting along E. FM 150 in the amount not to exceed \$83,736.90 which includes a 20% contingency; authorizing the City Manager to execute the agreement. ~ *Leon Barba, P.E., City Engineer*
17. Ratify the Schlemmer and Porter Phase 2 wastewater line project contract with CEDAR HILLS CONSTRUCTION, LLC, Leander, TX for additional asphalt paving, in an amount not to exceed \$13,877.30 and increasing total contract amount not to exceed \$498,619.80. ~ *Leon Barba, P.E., City Engineer*
18. Authorize the Chief of Police to accept a Strategic Traffic Enforcement Program (STEP) Commercial Motor Vehicle (CMV) grant in an amount no greater than \$15,200.00 from Texas Department of Transportation (TXDOT) and authorize an estimated 20% matching funding from the Police Department's approved operating budget for FY 2023-2024 in an amount not to exceed \$3,500 to fund the STEP Grant Program for one year beginning October 1, 2023 and ending September 30, 2024. The application for this grant was authorized by the City Council in December 2022. The application was approved by TXDOT on August 1, 2023. ~ *Jeff Barnett, Chief of Police*
19. *(First Reading)* An Ordinance of the City of Kyle, Texas Repealing Chapter 23 – Miscellaneous Offenses, Article III. Curfew for Minors; Providing open meeting clauses; Providing an effective date; and Providing for related matters. ~ *Jeff Barnett, Chief of Police*
20. Approve a resolution authorizing the Chief of Police to enter into a Memorandum of Understanding between the City of Kyle Police Department and the City of San Marcos Police Department for the purpose of enhancing its abilities to deter illicit narcotics trafficking and possession by multiplying the number of officers/detectives on hand to conduct narcotics and criminal investigations in both cities. ~ *Jeff Barnett, Chief of Police*
21. Approve a Purchase Order in an amount not to exceed \$151,000.00 to the Lower Colorado River Authority (LCRA), for the purchase of thirty-six (36) L3Harris two-way radios with necessary accessories and allowing for trade in of twelve (12) outdated handheld units. ~ *Jeff Barnett, Chief of Police*
22. Approve a Resolution of the City of Kyle, Texas, Approving a 10-year contract between the City of Kyle and Axon Enterprises, Inc (Axon) for Body Cameras in an amount not to exceed \$324,904.00; Authorizing the city manager to execute the agreement; and Providing for Open Meetings and other related matters. ~ *Jeff*

*Barnett, Chief of Police*

23. Consider and possible action to approve a Resolution of the City of Kyle, Texas, Approving the First Amendment to the Funding Agreement for the Citizen Reporting System between the City of Kyle and Hays County; Authorizing the City Manager to execute the agreement; and Providing for Open Meetings and other related matters. ~ *Jeff Barnett, Chief of Police*

## **VIII. Items Pulled from Consent Agenda**

### **IX. Consider and Possible Action**

24. Approve a Resolution of the City Council of the City of Kyle, Texas authorizing offer amounts not to exceed \$1,759,000 for the acquisition of 6 parcels and attendant relocation packages for the affected landowners in Quail Ridge for the construction of S. Goforth Road. ~ *Amber Schmeits, Assistant City Manager*

25. Approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street and perform asbestos surveying and removal in an amount not to exceed \$175,670. ~ *Amber Schmeits, Assistant City Manager*

26. Approve Brick & Mortar Mixed-Use Development - Site Plan (SD-23-0201) 4.77 acres; 1 mixed-use lot located at 4030 S. FM 1626. ~ *Will Atkinson, Director of Planning*

*Planning and Zoning Commission voted 7-0 to approve the site plan.*

27. Approve the proposal from Matrix Consulting Group to conduct a police operations and projection study in an amount not to exceed \$93,000. ~ *Jeff Barnett, Chief of Police*

28. Consideration and approval of a Resolution Setting a Public Hearing for the Creation of a Tax Increment Reinvestment Zone Number 5. ~ *Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel*

29. Consider and possible action to appoint new members to the Sportsplex Taskforce. ~ *Bear Heiser and Miguel A. Zuniga PhD, Council Members*

### **X. Executive Session**

30. 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.

- Crosswinds Letter Agreement
  - Cause No. 23-2787, John D Ferrara vs. City of Kyle and Bryan Langley, in his official capacity as City Manager of City of Kyle
  - Cause No. 5:21-CV-00237, Ferrara v. Barnett, et al; In the US District Court for the Western District of Texas San Antonio Division
  - ETJ Release Petitions
  - Potential Regulations Regarding Use of Public Areas
  - Quail Ridge property relocation packages
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
    - Quail Ridge Property Relocation Packages
  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
    - Project Pixel
    - Project Sunrise
    - Project Two Step

31. 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 1017 Special Minutes

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - October 17, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

📎 2023 1017 DRAFT Special

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on October 17, 2023 at Kyle City Hall with the following persons present:

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  
Paige Saenz, City Attorney  
Rachel Sonnier, Communications Director  
Grant Bowling, Video Production Specialist  
Jennifer Kirkland, City Secretary  
Mariana Espinoza, Parks & Recreation Director  
Victoria Vargas, Economic Dev. Director  
Will Atkinson, Planning Director  
Kaela Sharp, City Planner

### **I. Call Meeting to Order**

Mayor Pro Tem Tobias called the meeting to order at 6:04 p.m. Mayor Pro Tem Tobias asked the city secretary to call roll.

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

### **II. Citizen Comment Period with City Council**

Mayor Pro Tem Tobias opened citizen comments at 6:04 p.m. With no one wishing to speak, Mayor Pro Tem Tobias closed citizen comments at 6:04 p.m.

### **III. Executive Session**

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation, 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.
    - o Discussion regarding water infrastructure and related agreements in pressure plane three.

\*One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
  - o 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.
  - o Project Heatstroke
  - o Project Uplift
  - o Project Hot Pursuit
  - o Project Underground
  - o Project The Stars are Bright
  - o Project Chia Pet

Council Member Flores-Cale read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation, 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; 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; 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; Project Uplift; Project Hot Pursuit; Project Underground; Project The Stars are Bright; and Project Chia Pet.”

The City Council convened into executive session at 6:06 p.m. The City Council did not convene regarding Personnel matters pursuant to Section 551.074 as stated.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:01 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 Parsley seconded the motion. No vote was held.

With no further business to discuss, the City Council adjourned at 7:01 p.m.

---

Travis Mitchell, Mayor

ATTEST:

---

Jennifer Kirkland, City Secretary

DRAFT



# CITY OF KYLE, TEXAS

## 2023 1017 Regular Minutes

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Regular Meeting Minutes - October 17, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

📎 2023 1017 DRAFT

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on October 17, 2023 at Kyle City Hall with the following persons present:

|   |                   |
|---|-------------------|
| Mayor Travis Mitchell                         | Susan Reyna       |
| Mayor Pro Tem Michael Tobias                  | Cynthia Bentley   |
| Council Member Bear Heiser                    | Betty Conley      |
| Council Member Yvonne Flores-Cale             | Karen Herrmann    |
| Council Member Miguel Zuniga                  | Janelle Rodriguez |
| Council Member Ashlee Bradshaw                | Joe Cantalupo     |
| Council Member Daniela Parsley                | Mark McLiney      |
| Bryan Langley, City Manager                   |                   |
| Jerry Hendrix, Assistant City Manager         |                   |
| Amber Schmeits, Assistant City Manager        |                   |
| Paige Saenz, City Attorney                    |                   |
| Rachel Sonnier, Communications Director       |                   |
| Grant Bowling, Video Production Specialist    |                   |
| Jennifer Kirkland, City Secretary             |                   |
| Victoria Vargas, Economic Dev. Director       |                   |
| Mariana Espinoza, Parks & Recreation Director |                   |
| Aimee Garcia, Recreation Manager              |                   |
| Claudia Rocha, Special Events Manager         |                   |
| Will Atkinson, Planning Director              |                   |
| Kaela Sharp, City Planner                     |                   |
| Jeff Barnett, Chief of Police                 |                   |
| Pedro Hernandez, Assistant Chief of Police    |                   |

### **I. Call Meeting to Order**

Mayor Mitchell called the meeting to order at 7:01 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 - October 2, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*
2. City Council Regular Meeting Minutes - October 2, 2023. ~ *Jennifer Kirkland, TRMC, City Secretary*

Mayor Pro Tem Tobias moved to approve the minutes of the October 2, 2023 Special Council Meeting and the minutes of the October 2, 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 7:03 p.m.

Susan Reyna representing Preservation Associates, Inc. was called to speak as registered. She thanked Council Member Zuniga for speaking at the Library last month, and Mayor Pro Tem Tobias who will be speaking tomorrow night. She stated that on the 3rd Wednesday of the month they are hosting a series on the History of Kyle.

Cynthia Bentley, representing Unforgettable Families & Friends was called to speak as registered. She spoke alongside Betty Conley who presented as president of the Kyle Area Senior Zone regarding the Pillows of Peace. She provided information about the program and its support of victims of domestic violence.

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

### **IV. Agenda Order**

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

No action was taken.

### **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

Ms. Espinoza and Ms. Aimee Garcia presented the item.

Council Member Heiser moved to approve the appointment of thirteen individuals (Gabriel Belmonte, Charlotte Garza, Alexia Smith, Joshua Powers, Sophia Ramirez, Mirabella Dietz, Mason Coleman, Donovan Santine, Gavin Rasendez Lopez, Isabella Green, Terrance Grant JR, Anthony Jaramillo and Jackson Juel) to fill vacancies on the Kyle Area Youth Advisory Committee. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

## **VI. Reports and Presentations**

5. Recognition of Quilt Recipients for Quilts of Valor. ~ *Travis Mitchell, Mayor*

Mayor Mitchell recognized Mike Hinz, David Easty, and Randall Vela as quilt recipients. Ms. Karen Herrmann spoke on behalf of Quilts of Valor. No action was taken.

6. A Proclamation recognizing Fentanyl Poisoning Awareness Month. ~ *Miguel A. Zuniga PhD, Council Member*

Janelle Rodriguez spoke on behalf of the organization Forever Fifteen. No action was taken.

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

No action was taken.

8. Proclamation recognizing Immigrants Day. ~ *Daniela Parsley, Council Member*

No action was taken.

9. Upcoming Parks & Recreation events. ~ *Mariana Espinoza, Director of Parks & Recreation*

No action was taken. Council Member Bradshaw left the dais at 7:58 p.m.

## **VII. Consent Agenda**

Council Member Parsley pulled Item Nos. 10 and 13. Mayor Mitchell brought forward Item Nos. 11 and 12 for consideration.

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*

Mayor Mitchell moved to approve Consent Agenda Item Nos. 11, and 12. Council Member Flores-Cale seconded the motion. Motion carried 6-0. Council Member Bradshaw was absent for the vote.

### **VIII. Items Pulled from 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*

Council Member Bradshaw returned to the dais at 8:00 p.m. Council Member Parsley moved to approve Item No. 10. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

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*

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

### **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*

Council Member Flores-Cale moved to 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. Mayor Pro Tem Tobias seconded the motion. Motion carried 6-1 with Council Member Parsley dissenting.

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*

Mayor Mitchell moved to 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. Council Member Parsley seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

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.*

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

Mayor Mitchell moved to postpone 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 until December 5, 2023. Council Member Parsley seconded the motion. Motion carried 7-0.

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.*

Mayor Mitchell opened the public hearing at 8:33 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open.

Mayor Mitchell moved to postpone an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 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 until December 5, 2023. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

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*

Mayor Mitchell opened the public hearing at 8:34 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:34 p.m.

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*

Mayor Mitchell brought forward Item Nos. 19 and 20 simultaneously.

Council Member Parsley moved to approve Item Nos. 19 and 20. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

### **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

There was no executive session.

22. Take action on items discussed in Executive Session.

### **XI. 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 8:38 p.m.

---

Travis Mitchell, Mayor

ATTEST:

---

Jennifer Kirkland, City Secretary

DRAFT



# CITY OF KYLE, TEXAS

## Agenda Order

**Meeting Date: 11/14/2023**  
**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

## Appointment to the Library Board

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Consider appointment of Gloria Otto to Seat 2 of the Library Board for two-year term expiring September 2025. ~ *Colleen Tierney, Director of Library Services*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ Appointment to Library Board
- ☐ Resolution Library Appointment
- ☐ Appointment to Library Board



---

**City Council Regular Meeting**

DEPARTMENT: Library

FROM: Colleen Tierney, Director of Library Services

MEETING: Tuesday, November 14, 2023

---

SUBJECT:

Consider appointment of Gloria Otto to the Library Board.

SUMMARY:

Gloria Otto has lived in the City of Kyle for 10 years and is an avid library user. She is very passionate about libraries and is currently enrolled in a Master's Degree Program – studying Library and Information Science, working on her lifelong dream of becoming a librarian.

OPTIONS:

Recommend approval, denial

RECOMMENDATION:

Gloria has lived in Kyle for 10 years and brings rich experience of living in Kyle and is an avid reader and library user. As a student in a Master's Program for Library and Information Science she will have insights into the latest research in the field.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Colleen Tierney

Title: Director of Library Services

[ctierney@cityofkyle.com](mailto:ctierney@cityofkyle.com)

(512) 268-7411

**RESOLUTION NO. . \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,  
TEXAS APPOINTING A MEMBER OF THE LIBRARY BOARD; AND  
DECLARING AN EFFECTIVE DATE**

**WHEREAS**, the Library Board was established by the City Council to provide the city council and the director with advice and recommendations on all policies, rules, and regulations relating to the administration of the library and library programs and operations.; and

**WHEREAS**, members of the Library Board serve two-year terms; and

**WHEREAS**, the Library Board currently has a vacancy; and

**WHEREAS**, interviews were held and the interview panel recommends the appointment of Gloria Otto to Seat 2 of the Library Board for two-year term expiring September 2025.

**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 individual to the Kyle Library Board, Seat 2:

Gloria Otto

**Section 2. 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 3. 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

# Library Board

**Appointment**

Library Department

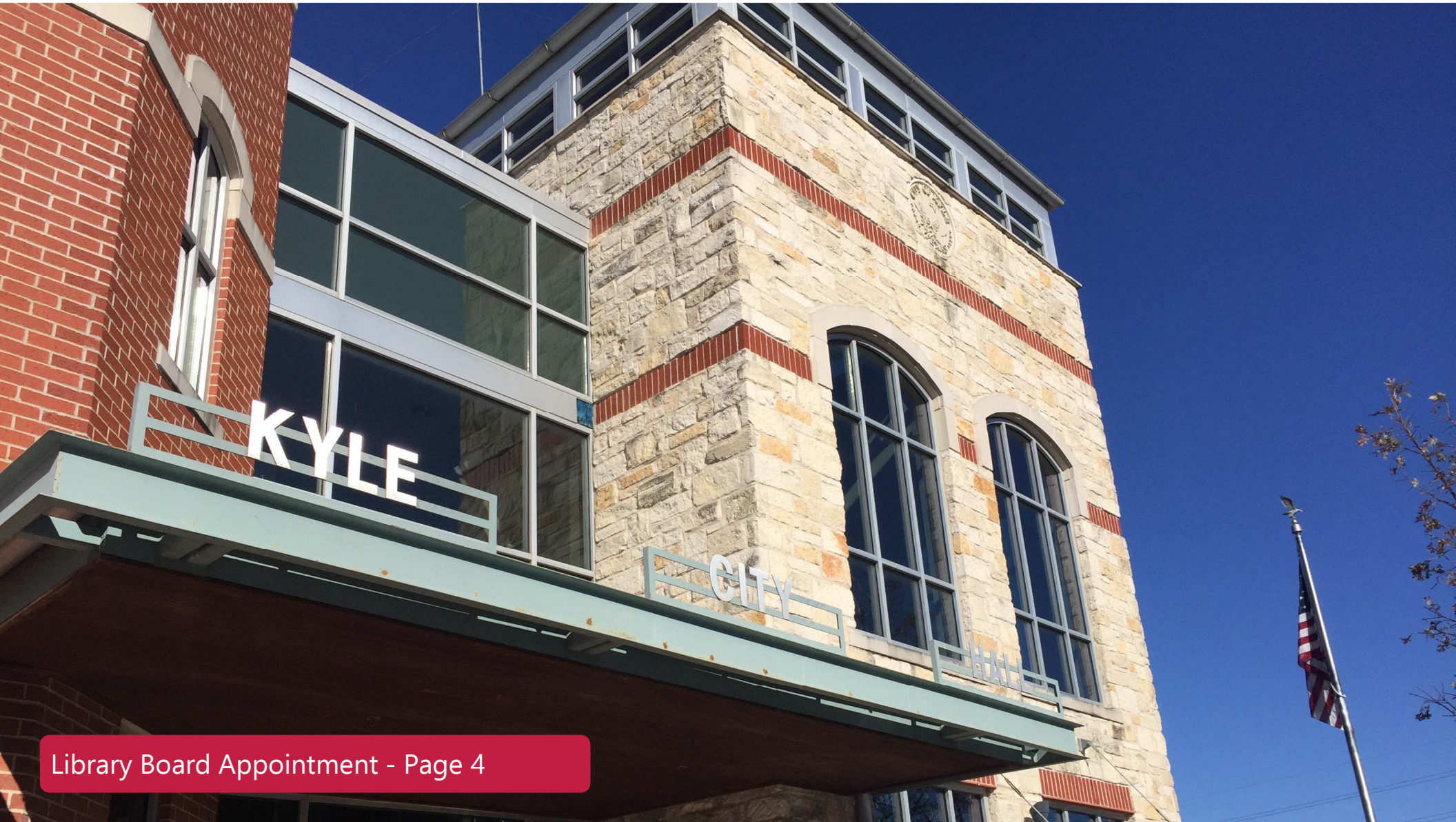
# Library Board

The Mission of the Kyle Public Library is to serve the community as a resource for informational, educational, recreational, and cultural enrichment. These services are provided for patrons of all ages and backgrounds to support literacy and knowledge.

City Council has tasked the Kyle Public Library Board with providing Council and the Library director with advice and recommendations for the proper regulation and administration of the Library.

# Gloria Otto – Seat 2

- Term 11/14/23 – 9/30/25
- Has lived in Kyle for 10 years
- Avid Library User
- Enrolled in Master's Degree Program – Library & Information Science





# CITY OF KYLE, TEXAS

## Hunger Action Month

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Hunger Action Month Mayoral Proclamation. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Veteran's Day Proclamation

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Veteran's Day Proclamation in honor of November 11th. ~ *Miguel A. Zuniga PhD, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Diabetes Awareness Proclamation

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

CPA #15

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation and Recognition of the Kyle Citizens Police Academy Graduating Class - Class #15. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ Kyle CPA Graduation - Council Item Nov23 - City Council Regular Meeting Staff Report
- ☐ Kyle CPA Class # 15 Graduates Nov23 - Council - CoK Powerpoint



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

SUBJECT:

2023 Kyle Citizens Police Academy Graduation Class # 15.

SUMMARY:

Recognition of Class # 15 of the Kyle Citizens Police Academy.

OPTIONS:

N/A

RECOMMENDATION:

Authorize the Chief of Police to recognize the graduating class of the Kyle Citizens Police Academy Class #15.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: James Plant  
Title: Officer  
jplant@cityofkyle.com  
512-216-7400

# Kyle Citizens Police Academy Graduates

Class # 15

Kyle Police Department



# Graduates

- Cassey Alexander
- Berta Saucedo Alfaro
- Lize Challis
- Stephanie De La Cruz
- Gregory Delong
- Misty Dobson
- Tresha Ellison
- Jennifer Guerrero
- Stacy Handy

# Graduates cont.

- Jenna Hardenberg
- Sebastian Hernandez
- Paul Hill
- Jamie Huggins
- Annetta Hughson
- George Lilly
- Karin Lilly
- Cristylee Nunez
- Elvin Sanico

# Graduates Cont.

- Elvia Sonora
- John "Stan" Ritter
- Ashley Ybarra



# CITY OF KYLE, TEXAS

## Naming Office Space - Samantha and Maddeline Dean

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Receive a report, hold a discussion, and consider approval of a resolution to name the interview space and waiting area for the Victims Services Unit within the Kyle Public Safety Center, in the honor of Samantha and Maddeline Dean. ~ *Jeff Barnett, Chief of Police*

**Other Information:** For the ordinance determining Naming of Public Places, please visit:  
[https://library.municode.com/tx/kyle/codes/code\\_of\\_ordinances?nodeId=PTIICOR\\_CH38STSIOTPUPL\\_ARTVIINAPUPL](https://library.municode.com/tx/kyle/codes/code_of_ordinances?nodeId=PTIICOR_CH38STSIOTPUPL_ARTVIINAPUPL)

**Legal Notes:**

**Budget Information:**

---

### ATTACHMENTS:

#### **Description**

- ☐ City Council Regular Meeting Staff Report- Room Naming
- ☐ CoK Powerpoint template Dean
- ☐ Resolution Room Naming
- ☐ Soft Interview Naming for Samantha and Maddie Dean



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

**SUBJECT:**

Naming of PSC Soft Interview and Waiting Area in Honor of Samantha and Maddie Dean.

**SUMMARY:**

On February 4, 2015, Victim Services Coordinator Samantha Dean and her unborn daughter, Maddeline “Maddie”, were brutally murdered by Maddeline’s father. Samantha was the first Victim Services Coordinator for the Kyle Police Department and during her time at the department, she made a difference in many lives, both within the department and within the community. Though she is no longer with us, Samantha continues to have an impact on the community. She has been described as being a trailblazer as she built positive relationships with many community-based resources and other departments that continue today.

**OPTIONS:**

N/A

**RECOMMENDATION:**

Authorize the Chief of Police to name the soft interview room, “Sam’s Space” in honor of Samantha as well as the waiting area just outside of the room to be named “Maddie’s Corner”.

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

N/A

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512.268.0859

# Naming of PSC Rooms

**“Sam’s Space” and “Maddie’s Corner”**

Kyle Police Department



# Samantha Dean's Legacy

- Miss Dean was the first Victim Service Coordinate for the Kyle Police Department.
- She made a difference in the lives of our officers and persons/businesses within the community.
- Miss Dean is described as a trailblazer as she built positive relationships with many community-based resources and other departments that continue today.

# Sam's Space and Maddie's Corner

- Sam's Space- A comfortable room within the PSC where victims can meet with patrol officers, detectives, and victim advocates.
- Maddie's Corner- A family friendly waiting area, just outside of Sam's Space, that will consist of age-appropriate toys, books, and other items that fulfill other sensory needs.

# In Loving Memory of Samantha Dean

- May her light continue to shine in those who help victims here at the Public Safety Center.



Naming of PSC Rooms Pg 4

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE NAMING THE SOFT INTERVIEW ROOM AND WAITING AREA WITHIN THE PUBLIC SAFETY CENTER IN HONOR OF SAMANTHA DEAN AND MADDELINE DEAN AS SAM’S SPACE AND MADDIE’S CORNER; HOLDING A PUBLIC HEARING AND PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH THE CITY OF KYLE, CODE OF ORDINANCES, SECS. 38-332, 38-333, AND 38-334**

**WHEREAS**, Samantha Dean was the first Victim Services Coordinator for the Kyle Police Department; and

**WHEREAS**, Samantha Dean and her unborn child, Maddeline Dean were brutally murdered by Maddeline’s father; and

**WHEREAS**, Samantha Dean made a difference in many lives both within the Department and within the Community; and

**WHEREAS**, Samantha Dean was a trailblazer as she built positive relationships with many community-based resources and other departments that continue today.

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

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

**SECTION TWO:** The soft interview room and waiting area located within The Public Safety Center at 1700 Kohlers Crossing, Kyle, TX 78640 shall be named Sam’s Space and Maddie’s Corner as hereby approved by the City Manager and Council, and in accordance with the request memo attached hereto as Exhibit A and incorporated herein for all purposes.

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

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF KYLE, TEXAS:**

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# EXHIBIT A



**To:** Bryan Langley, City Manager  
**From:** Dr. Jeff Barnett, Chief of Police  
**cc:**  
**Date:** August 23, 2023  
**Re:** Naming of PSC Soft Interview and Waiting Area in Honor of Samantha and Maddie Dean

---

On February 4, 2015, Victim Services Coordinator Samantha Dean and her unborn daughter, Maddeline "Maddie", were brutally murdered by Maddeline's father. Samantha was the first Victim Services Coordinator for the Kyle Police Department and during her time at the department, she made a difference in many lives, both within the department and within the community. Though she is no longer with us, Samantha continues to have an impact on the community. She has been described as being a trailblazer as she built positive relationships with many community-based resources and other departments that continue today.

I am respectfully requesting that the soft interview room at the new Kyle Public Safety Center be named "Sam's Space" in honor of Samantha, as well as the waiting area just outside of the room be named "Maddie's Corner." These areas will be used for all victims of crime and will be a comfortable, and safe space for victims to be able to tell their story.

I am requesting that both areas be renamed as they will each serve a specific purpose. The soft interview room, or Sam's Space, will be a comfortable room where victims can meet with patrol officers, detectives, and victim advocates. It will continue to be a trauma informed space that will consist of comfortable furniture, alternative lighting, sensory needs for victims, as well as artifacts in memory of the late Samantha Dean that have been selected by her family and friends. The waiting area, or Maddie's Corner, will be a family friendly waiting area that will consist of age-appropriate toys, books, and other items that fulfill other sensory needs. It will also have a *Healing Hands Wall* that victims can contribute to if they so desire. Our Victim Services Division will reach out to previous victims to contribute to this wall as well. It is our hope that as victims come in and see the wall, they will know they are not alone in their healing journey.

I am hoping that you will consider this request as Samantha and Maddeline are still thought about by many in the Kyle Police Department as well as in the community. Naming these two spaces will maintain their legacy as their story will continue to be shared for many years to come.

1700 Kohlers Crossing, Kyle, TX 78640  
Non- Emergency: 512-268-3232  
Admin: 512-268-0859  
Fax: 512-268-2330



# CITY OF KYLE, TEXAS

## Discussion Regarding Downtown

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Receive a report, hold a discussion, and provide Staff direction regarding the creation of a Downtown TIRZ. ~ *Will Atkinson, Director of Planning*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Staff Memo
- ☐ Presentation



---

**Mayor & Council Special Called Meeting**

DEPARTMENT: Planning

FROM: Will Atkinson – Director of Planning

MEETING: Tuesday, November 14, 2023

---

**SUBJECT:**

TIRZ #6 (Downtown TIRZ)

**SUMMARY:**

A presentation regarding the proposed TIRZ #6 (Downtown Kyle) and direction to city staff regarding research and implementation of the TIRZ.

- Proposed boundaries in presentation
- Possible projects to fund in presentation

**OPTIONS:**

Approve, amend or deny staff recommendation

**RECOMMENDATION:**

Provide direction to city staff to research the TIRZ and bring back options for consideration.

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

N/A

**FISCAL IMPACT:**

To Be Determined

**STAFF CONTACT:**

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144

# Downtown TIRZ (TIRZ #6)

(November 14, 2023)

Planning Department

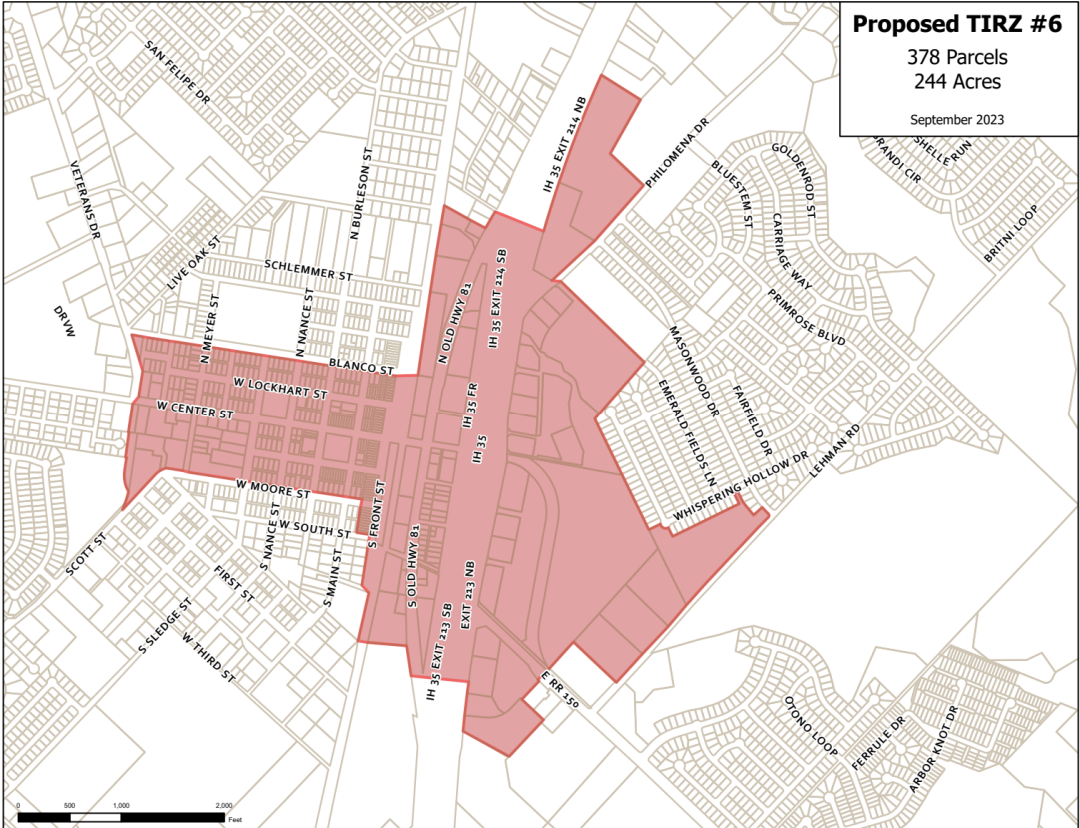


## Why Are We Here?

- The Downtown area and associated Downtown Masterplan has multiple infrastructure projects identified to facilitate development in Downtown Kyle and commercial areas immediately east of IH-35 along E FM 150.
- Creation of a TIRZ where both the City and County participate will help create funds to pursue said projects.

# Area to be Incorporated into the TIRZ

- TIRZ = Tax Increment Reinvestment Zone
- Area to be the TIRZ = 244 Acres & 378 parcels
- Anticipated to be a City & County partnership



# Possible Projects

- Downtown parking
- Water and Wastewater improvements
- Front Street Linear Park
- Vybe Trail
- Sidewalks
- Traffic Infrastructure Improvements – E FM 150 “S Curve”
- Architectural Façade Improvements

## Next Steps

- Provide direction to staff to begin the process to create TIRZ #6 (Downtown TIRZ).
- Following staff direction, Council will consider TIRZ creation at a later date, which will include a financing plan.



TIRZ, Page 6



# CITY OF KYLE, TEXAS

## ARWA Presentation

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Receive a report, hold a discussion, and provide staff direction regarding an interim financing strategy for the construction of the remaining Alliance Regional Water Authority (ARWA) Phase 1B projects and Phase 1C/1D expansions. ~ *Graham Moore, P.E., Executive Director*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

|  | <b>Description</b> |
|--|--------------------|
|--|--------------------|

|   |              |
|---|--------------|
|  | Presentation |
|---|--------------|

# ALLIANCE REGIONAL WATER AUTHORITY

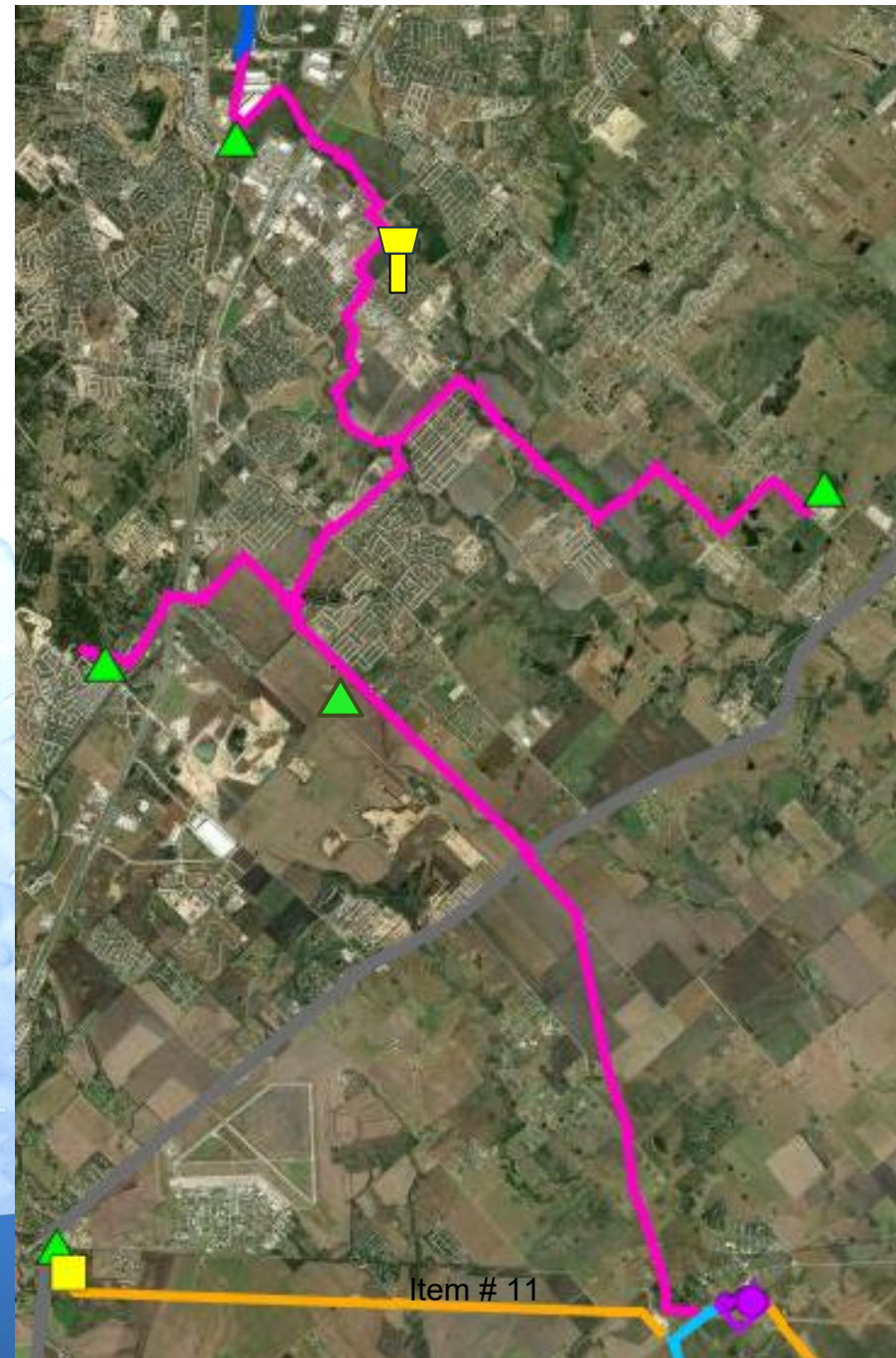
## PHASE 1B UPCOMING FINANCING

KYLE CITY COUNCIL MEETING  
NOVEMBER 14, 2023



# Financing

- Shortage of \$46 million for the entire Program identified; includes funding to complete:
  - Segment C Pipeline
  - North Inline EST
  - Administrative Facility
- Kyle's Share ~ \$13 million
- Reasons for Need:
  - Construction Cost Increases
  - Land Acquisition Cost Increases



# Segment C Schedule

- TWDB Approval of Design by 10/31/2023
- Additional Funding Secured by 1/15/2024
- Construction Award by 1/31/2024
- Mobilization by 5/15/2024
- Completion of 1<sup>st</sup> Portion by 1/15/2025
- Completion of Entire Segment C by 10/31/2025



# Financing Next Steps

## Issue Bond Anticipation Notes (BANs)

- Short-Term Funding (1-year maturity)
- Need interim financing prior to SWIFT so as to move projects forward
- Utilize as “Local Funding” for TWDB SWIFT Application and will replace with November 2024 SWIFT issuance for long-term debt (30-year maturity)
- Payment due once SWIFT loan is closed – November 2024

# Financing Next Steps

## Upcoming Action

- December: Approval of a resolution to authorize the City Manager to execute an amendment to the Water Supply Contract between ARWA and Kyle to allow the use of BANs
- December or January: Approval of a resolution to authorize the City Manager to approve the Bond Anticipation Note issuance

# QUESTIONS

[www.alliancewater.org](http://www.alliancewater.org)

**Graham Moore, P.E.**

**Executive Director**

**(512) 294-3214**

**[gmoore@alliancewater.org](mailto:gmoore@alliancewater.org)**



# CITY OF KYLE, TEXAS

## Calling Runoff Election

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** A Resolution of the City of Kyle, Texas, Calling a Runoff Election on Saturday, December 9, 2023, for the Purpose of Electing a Council Member District 4; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. ~ *Jennifer Kirkland, TRMC, City Secretary*

**Other Information:** Once the official results come in on November 13, backup material will be amended if calling a runoff election is necessary.

**Legal Notes:**

**Budget Information:**

---

### ATTACHMENTS:

#### **Description**

- ☐ DRAFT Runoff Election Resolution
- ☐ DRAFT Staff Report - Runoff
- ☐ DRAFT Election Runoff CoK Powerpoint

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, CALLING A RUNOFF ELECTION ON TUESDAY, DECEMBER 9, 2023, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER DISTRICT 4; PROVIDING FOR EARLY VOTING AND FOR NOTICE OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, under State law, if a candidate does not receive enough votes to be elected in an election requiring a majority vote, a runoff election is required for the candidates who receive the highest and second highest number of votes in the main election (Texas Election Code §§ 2.021, 2.023); and,

**WHEREAS**, under Section 5.02 of the Kyle City Charter, the mayor and council members shall be elected by majority vote; and

**WHEREAS**, not later than the fifth day after the date the final canvass of the main election is completed, the City Council must order the runoff election (Texas Election Code §2.024); and,

**WHEREAS**, the runoff election must be held on a Saturday and must occur no earlier than the 30th day after the date of the main election and no later than the 45th day after the date of the main election (Texas Election Code § 2.025(a) and (e)); and,

**WHEREAS**, the Mayor has certified to the City Secretary that the candidates for District 4, Claudia Zapata and Lauralee Harris be placed on the ballot for the runoff election (Texas Election Code §2.027); and

**WHEREAS**, the City has contracted with the Hays County Elections Administrator to conduct the City's runoff election, pursuant to *Chapter 31, Tex. Elec. Code* (the "Election Services Agreement).

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

**Section 1.** In accordance with the Constitution and general laws of the State of Texas, a Municipal Runoff Election is hereby called and ordered for Saturday, December 9, 2023, at which election all qualified voters of the City may vote for the purpose of electing the following officials of the City: Council Member District 4.

**Section 2.** The candidates for such runoff election shall be for Council Member District 4, Claudia Zapata and Lauralee Harris, the candidates in the general election receiving highest and second highest number of votes.

**Section 3.** The polling places for the voting location in the City of Kyle for the Election Day voting shall be Kyle City Hall located at 100 W. Center Street Kyle, Texas 78640.

**Section 4.** The Elections Administrator of Hays County, Texas, shall act as Contracting Officer (the "Contracting Officer") and shall appoint election judges, alternate judges, and clerks as described in the Election Services Agreement between Hays County and the City of Kyle, Texas.

**Section 5.** The Elections Administrator of Hays County, Texas, shall receive applications by mail for a ballot to be voted by mail, until the close of business on Monday, November 28, 2023 at 5:00 p.m. (received in office, not post marked). Requests for applications should be mailed to Jennifer Doinoff, Hays County Elections Administrator, Hays County Elections Division, 712 South Stagecoach Trail, San Marcos, TX 78666.

**Section 6.** The dates and times for early voting by personal appearance shall be as follows at the locations below:

**Kyle City Hall**  
100 W. Center Street, Kyle, TX 78640

|  |                        |
|--|------------------------|
| Monday, Nov. 27 - Friday, Dec. 1, 2023 | 8:00 a.m. - 5:00 p.m.  |
| Saturday, Dec. 2, 2023                 | 12:00 p.m. - 4:00 p.m. |
| Monday, Dec. 4 - Tuesday, Dec. 5, 2023 | 8:00 a.m. - 5:00 p.m.  |

**Section 7.** Such election is authorized to be held as a joint election in accordance with Chapter 271, Texas Election Code, this Resolution, and the Election Services Agreement with other political subdivisions holding an election on the same day in all or part of Hays County.

**Section 8.** Such election shall be held in accordance with the Texas Election Code and only resident qualified voters of the City shall be eligible to vote.

**Section 9.** Notice of the election shall be given as provided by law.

**Section 10.** Voting at the election, including early voting, shall be by use of the County electronic voting system that has been duly approved by the Secretary of State.

**Section 11.** The Hays County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City pursuant to the Election Services Agreement. The runoff election shall be held and conducted by the Hays County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*. The Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election.

**Section 12.** The City Secretary is hereby authorized and instructed to aid the Hays County Elections Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the runoff election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services

Agreement, the Hays County Elections Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Agreement.

**Section 13.** The returns of said election shall be made in accordance with the Texas Election Code and shall be canvassed by the City Council at a City Council Meeting.

**Section 14.** The mayor is authorized to sign an Order of Election and a Notice of Runoff Municipal Election prescribed by the State of Texas on behalf of the City Council. The Notice of Runoff Municipal Election shall be published in accordance with the provisions of the Texas Election Code.

**Section 15.** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

**Section 16.** That this resolution shall be effective upon signing.

**APPROVED** this 14<sup>th</sup> day of November 2023.

THE CITY OF KYLE, TEXAS

---

Travis Mitchell, Mayor

ATTEST:

---

Jennifer Kirkland, City Secretary



---

**City Council Regular Meeting**

DEPARTMENT: Administration

FROM: Jennifer Kirkland, City Secretary

MEETING: November 14, 2023

---

**SUBJECT:**

A Resolution of the City of Kyle, Texas, Calling a Runoff Election on Saturday, December 9, 2023, for the Purpose of Electing a Council Member District 4; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. ~ *Jennifer Kirkland, TRMC, City Secretary*

**SUMMARY:**

Due to the City Council's three-year terms, state law requires a candidate to receive a majority vote, or 50% plus one vote, rather than a plurality vote (most votes win). The unofficial election results indicate that no candidate for District 4 received more than 50% of the vote. The official results will be received on Monday, November 13, and all backup documents will be updated thereafter.

State law provides that the Secretary of State will establish the dates of early voting and runoff election for the November uniform election date. The date of the runoff election is set for Saturday, December 9, 2023 from 7:00 a.m. – 7:00 p.m. Early voting will be held at Kyle City Hall Monday, November 27 – Friday, December 1 from 8:00 a.m. – 5:00 p.m., Saturday, December 2 from 12:00 p.m. – 4:00 p.m., and Monday, December 4 – Tuesday December 4 from 8:00 a.m. – 5:00 p.m. This runoff election is supported by Hays County Elections through the City's current Election Services Contract, as approved by City Council on August 1, 2023.

**OPTIONS:** N/A

**RECOMMENDATION:**

Staff recommends the City Council order a runoff election.

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

The General Election was held on November 7, 2023. Council called the election on August 15, 2023.

**FISCAL IMPACT:**

We will be invoiced at cost in accordance with the Joint Election Agreement after the election. \$60,000.00 was budgeted to Election Services for FY 23-24.

**STAFF CONTACT:**

Name: Jennifer Kirkland

Title: City Secretary

[jkirkland@cityofkyle.com](mailto:jkirkland@cityofkyle.com)

512-262-3981

# Runoff Election

**December 9, 2023 Runoff Election**

Office of the City Secretary



# Runoff Election

- With no candidate for Council District 4 receiving 50% plus 1 vote, a runoff will be called.
- The candidates for Council District 4 will be Claudia Zapata and Lauralee Harris, the two candidates receiving the highest number of votes in the general election on November 7, 2023.

# Runoff Election

- Early voting will take place at Kyle City Hall Monday, November 27 through Friday, December 1, 2023 from 8:00 a.m. – 5:00 p.m., Saturday, December 2, 2023 from 12:00 p.m. – 4:00 p.m., and Monday, December 4 through Tuesday, December 5, 2023 from 8:00 a.m. – 5:00 p.m.
- Election Day is Saturday, December 9, 2023 from 7:00 a.m. – 7:00 p.m. at Kyle City Hall.



# CITY OF KYLE, TEXAS

## Economic Development & Tourism Board Ordinance

Meeting Date: 11/14/2023

Date time: 7:00 PM

**Subject/Recommendation:** *(Second 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*

*City Council voted 7-0 to approve on first reading on 10/17/2023.*

### 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](mailto: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

## Crosswinds Letter Agreement - \$996,329.00

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a resolution authorizing the City Manager to execute a Letter Agreement by and between the Crosswinds Municipal Utility District and the City of Kyle for a cost sharing arrangement for water system improvements. ~ *Amber Schmeits, Assistant City Manager*

### **Other Information:**

### **Legal Notes:**

**Budget Information:** This Letter Agreement will require the City to reimburse the Crosswinds Municipal Utility District a revised total cost capped at \$996,329.00 for the City' share of the costs for the elevated water storage reservoir.

Funding in the amount of \$996,329.00 will be provided from the Water Impact Fee Fund as follows:

- 3320-86706-572220 \$996,329.00 Water Impact Fee Fund

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Staff Memo
- ☐ Presentation
- ☐ Resolution
- ☐ Letter Agreement
- ☐ Retail Water Agreement



---

**City Council Regular Meeting**

DEPARTMENT: Administration

FROM: Amber Schmeits

MEETING: November 14, 2023

---

**SUBJECT:**

Approve a resolution authorizing the City Manager to execute a Letter Agreement by and between Crosswinds Municipal Utility District (MUD) and the City of Kyle for a cost sharing arrangement for water system improvements.

**SUMMARY:**

On July 30, 2015, the City Council approved the Retail Water and Wastewater Services Agreement between the City of Kyle ("City") and the Crosswinds MUD which contemplated the construction of a 4-legged elevated water storage tower ("Elevated Water Tower") and facilities to connect to the City's system. Due to increase in costs to construct the facilities and the request by the City for the Crosswinds MUD to construct a sphere elevated water storage tank instead of the multi-legged water storage tank, the MUD requested City participate in the additional costs of constructing the Elevated Water Tower and facilities. The Crosswinds MUD is requesting the City's cost participation to cover 21% of the costs as provided in Exhibit A of the letter agreement which cover a portion of the design and engineering, upgrades and construction of the difference between a sphere/tear drop design tower and a 4-legged tower. The attached letter agreement is provided to City Council for consideration.

**OPTIONS:**

Approve the Letter Agreement, approve with revisions, or deny.

**RECOMMENDATION:**

Staff recommends that the City Council approve a resolution to authorize the City Manager to execute the Letter Agreement with Crosswinds Municipal Utility District in the amount of \$996,329.00 for cost sharing in water system improvements.

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

N/A

**FISCAL IMPACT:**

A total of \$996,329.00 will be paid upon acceptance of the water system improvements by the City of Kyle. The City of Kyle's cost is capped at \$996,329.00.

**STAFF CONTACT:**



## Department Memo

---

Name: Amber Schmeits  
Title: Assistant City Manager  
aschmeits@cityofkyle.com

# Crosswinds MUD Letter Agreement

Crosswinds MUD – Water Improvements



# Background

- July 30, 2015: City Council approved the Retail Water and Wastewater Services Agreement between the City and Crosswinds MUD.
- The Agreement contemplates the construction of a 4-legged elevated water storage tower.
- The City of Kyle requested a change in design for the construction of a spherical elevated water storage tower, which is a benefit to the City due to less maintenance costs.
- Additionally, the ground storage tank has additional capacity, which provides necessary pressure to lift the water to the elevated water storage tower.

# Agreement

- The cost for the City is \$996,329 and covers a portion of the design and engineering, upgrades, and construction of the difference between the water towers.
- City's portion would be capped at \$996,329.
- The tower and the water improvements are under construction and has been paid for by the Crosswinds MUD to date.
- Currently waiting on PEC for a transformer to place the tower into operation.

# Options and Recommendation

- Options:
  - Approve, approve with revisions, or deny.
- Staff recommends that the City Council approve the resolution authorizing the City Manager to execute the Letter Agreement for a cost sharing arrangement for water system improvements in an amount of \$996,329.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,  
TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A  
LETTER AGREEMENT BY AND BETWEEN CROSSWINDS MUNICIPAL  
UTILITY DISTRICT (MUD) AND THE CITY OF KYLE FOR A COST  
SHARING ARRANGEMENT FOR WATER SYSTEM IMPROVEMENTS;  
FINDING THAT THE MEETING IS OPEN TO THE PUBLIC AND  
NOTICED PROPERTY; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, the Crosswinds Municipal Utility District (MUD) and the City of Kyle entered into that certain Retail Water and Wastewater Services Agreement Between City of Kyle and Crosswinds Municipal Utility District on July 30, 2015; and

**WHEREAS**, the Agreement contemplated that the MUD would construct, among other things, an extension of water infrastructure to connect to the City system; and

**WHEREAS**, due to the various but constant current economic factors, the cost of the Water Facilities has dramatically increased including the rise in cost of metal and the cost of obtaining and constructing the water system improvements and the City agreed to cost share in the Facilities in the Services Agreement; and

**WHEREAS**, the City requested a change in design of the water storage tower from a 4-legged design to a spherical design due to less maintenance costs and the City wants to pay for the change in design; and

**WHEREAS**, the MUD believes that the final total of construction with engineering of the water system improvements will be approximately \$4,751,589, as further provided in, and should be completed by the third quarter of 2023; and

**WHEREAS**, the City agrees to participate and share in the costs of up to \$996,329, which is approximately 21%, of the design, engineering, and construction costs of the difference between water storage tower designs plus the additional water system improvements; and

**WHEREAS**, the City Council has the authority to authorize the City Manager to execute the Letter Agreement.

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

**Section 1 Letter Agreement Approval and Execution.** The Letter Agreement by and between the Crosswinds Municipal Utility District and the City of Kyle for a cost sharing arrangement for water system improvements is approved and attached to this resolution and will be executed by the City Manager.

**Section 2. 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 3. 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

## CROSSWINDS MUNICIPAL UTILITY DISTRICT

Ms. Amber Schmeits  
Assistant City Manager  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

Mr. Greg Rich  
CF CLSK XWWIND, LLC  
12222 Merit Drive, Suite 1020  
Dallas, TX 75251

Re: Elevated Storage Tank; Crosswinds Subdivision

Dear Ms. Schmeits and Mr. Rich:

This letter agreement (the “*Agreement*”) is made and entered into effective as of \_\_\_\_\_, 2023 (the “*Effective Date*”) by and between CROSSWINDS MUNICIPAL UTILITY DISTRICT (the “*District*”) and the CITY OF KYLE, TEXAS (the “*City*”), a home rule municipal corporation, acting by and through its duly authorized representative. The District and City may be referred to herein each individually as a “*Party*” and collectively as the “*Parties*.”

In connection with the transactions contemplated by this Agreement, and upon the terms and subject to the conditions of this Agreement, the Parties hereby agree to the following:

1. Construction of the Extension of Water and Wastewater Service. District and City entered into that certain Retail Water and Wastewater Services Agreement Between City of Kyle and Crosswinds Municipal Utility District dated July 30, 2015 (the “*Services Agreement*”) whereby the District would construct, among other things, an extension of water and wastewater infrastructure to connect to the City system (the “*Water and Wastewater Facilities*”). Due to the various but constant current economic factors, the cost of the Water and Wastewater Facilities has dramatically increased including the rise in cost of metal and the cost of obtaining and constructing the High Service Pump Station, as provided in Exhibit A, attached hereto and incorporated herein as if fully set forth.

2. Costs of Construction of the Water and Wastewater Facilities. The District believes that the final total of construction with engineering of the Water and Wastewater Facilities will be approximately \$4,751,589, as further provided in Exhibit A, and should be completed by the third quarter of 2023.

3. Cost Participation by the City. The City agrees to participate and share in the costs to construct the Elevated Storage Tank up to \$996,329, which shall cover a portion of the design and engineering and the difference between a 4-legged tower and a sphere/tear drop design, as further provided in Exhibit A.

4. Invoicing and Payment. CF CSLK XWIND, LLC (the “*Developer*”), on behalf of the District shall prepare an invoice for the City reflecting a financial responsibility for 21% of the total invoice for costs incurred up to the Effective Date of this Agreement and a final invoice once the construction of the Elevated Storage Tank is completed and accepted by the City. The Developer, on behalf of Crosswinds MUD, will pay the contractor while sending the invoice with

the City's portion to the City. All invoices submitted to the City per this Agreement will be due thirty (30) days from the date of receipt with payments being made to the District. The District is responsible for ensuring that all payments to contractors, or any other entities necessary to complete construction of the Elevated Storage Tank, are timely made. By signing the agreement, The District agrees that all payments from the City of Kyle will be made to the Developer on behalf of the District.

5. Cap on City's Cost Participation. Under no circumstance will the City pay more than \$996,329 pursuant to this Agreement or otherwise for the construction of the Elevated Storage Tank. Once the City has met its payment cap of \$996,329 the District will be entirely responsible for all remaining costs associated with the construction of the Elevated Storage Tank.

6. Default. In the event that the City defaults under this Agreement by failing to pay an invoice within the thirty (30) days, or if the District itself, or by and through, the Developer defaults on this Agreement by failing to make timely payments related to the construction of the Elevated Storage Tank, then the non-defaulting Party shall provide written notice of default to the defaulting Party, stating with specificity the basis of the claimed default by registered or certified mail, return receipt requested, to the address set forth below. The defaulting Party shall thereafter have a ten (10) business day opportunity from the date of receipt of such notice to cure the default prior to the exercise of any remedy by the non-defaulting Party. Any notices sent pursuant this Agreement shall be sent to the people and at the addresses listed on this letter.

City Address:

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

District Address:

Crosswinds Municipal Utility District  
Attn.: Kimberly Studdard  
Winstead PC  
401 Congress Ave., Ste. 2100  
Austin, Texas 78701

Developer:

CF CSLK XWIND LLC  
Attention: Greg Rich  
12222 Merit Drive, Suite 1020  
Dallas, Texas 75251

7. Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the Parties and amends, restates and supersedes in their entirety all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof, if

any, including, without limitation, all prior drafts or versions of this Agreement and all communications among any of the Parties and/or their respective representatives with respect to such subject matter. No terms, conditions, or warranties, or other than those contained herein, and no amendments or modifications hereto, will be valid unless made in writing and signed by the Parties intended to be bound thereby.

8. Binding Effect/Assignability. This Agreement will extend to and be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and permitted assigns.

9. Governing Law; Venue. This Agreement will be construed and enforced according to the laws of the State of Texas without regard to principles of conflicts of law. All actions and proceedings relating to or arising out of the subject matter hereof will be maintained exclusively in the courts of Hays County, Texas, and each of the Parties hereby irrevocably waives any objection which such Party may now or hereafter have to the bringing of any such action or proceeding with respect to this Agreement in any jurisdiction set forth above.

10. Drafting. Each Party acknowledges that such Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction will be raised or used in which the provisions of this Agreement will be construed in favor or against any Party because one is deemed to be the author thereof.

11. Immunity. By execution of this Agreement, the City does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

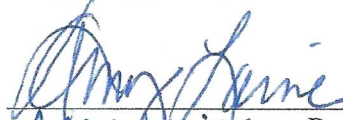
12. Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of his or her respective party to the Agreement. Each party represents and warrants to the other that obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement enforceable in accordance with its terms.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, which thereupon will constitute our binding agreement with respect to its subject matter.

[the remainder of this page left intentionally blank]

Very truly yours,

A handwritten signature in blue ink, appearing to read "Amy Daine", written over a horizontal line.

Amy Daine, President  
Crosswinds Municipal Utility District

**ACKNOWLEDGED AND AGREED**  
**AS OF \_\_\_\_\_, 2023**

**CITY OF KYLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
AS OF \_\_\_\_\_, 2023

CF CLSK XWIND, LLC

By: Gregory L. Rich  
Name: Gregory L. Rich  
Title: Attorney-in-Fact

**EXHIBIT A**  
**COSTS FOR WATER AND WASTEWATER FACILITIES**

|                                       |                       |
|---------------------------------------|-----------------------|
| Multi-legged Tower (150,000 gallons)  | Nov 2013 OTC-4 Legged |
| Ground Storage (180,000 gallons)      | \$700,000             |
| Additional Ground Storage (0 gallons) | \$462,000             |
| Water/Ground Storage Fill Station     | \$50,000              |
| High Service Pump Station             | \$480,000             |
| Engineering Design                    | \$135,360             |
| Permitting                            | \$84,600              |
| Inspection                            | \$50,760              |
|                                       | \$0                   |
| Original 4-legged Contract            | \$1,962,720           |
| Sphere Tower                          | \$1,002,000           |
| 4-legged                              | \$872,000             |
| Difference                            | \$130,000             |
| Upgrade in systems                    | \$70,000              |
| Total City Upgrades                   | \$200,000             |

Crosswind Water Tower and Ground Storage

|  | Nov 2013 OTC  | May 2021 BID | Change Order | March 2022 Revised Bid | Change Order | May 2023 Revised Bid | Variance    | City Share % | City Share of Rev. Bid |
|--|---------------|--------------|--------------|------------------------|--------------|----------------------|-------------|--------------|------------------------|
| Sphere Water Tower (150,000 gallons)   | \$900,000     | \$1,002,000  | \$215,071    | \$1,217,071            | \$0.00       | \$1,217,071          | \$317,071   | 21.0%        | \$255,471              |
| Ground Storage (180,000 gallons)       | \$462,000     | \$525,000    | \$260,890    | \$785,890              | \$91,665.47  | \$877,556            | \$415,556   | 21.0%        | \$183,889              |
| Additional Ground Storage (0 gallons)  | \$50,000      | \$0          | \$0          | \$0                    | \$0.00       | \$0                  | \$0         | 0.0%         | \$0                    |
| Water/Ground Storage Fill Station      | \$480,000     | \$91,000     | \$0          | \$91,000               | \$0          | \$91,000             | \$19,079    | 21.0%        | \$19,079               |
| High Service Pump Station              | \$151,360     | \$151,360    | \$326.36     | \$1,923,214            | \$0          | \$1,923,214          | \$443,214   | 21.0%        | \$403,222              |
| Engineering Design                     | \$84,600      | \$265,046    | \$56,236     | \$321,282              | \$0          | \$321,282            | \$170,014   | 21.0%        | \$67,379               |
| Permitting                             | \$50,760      | \$95,392     | \$165,654    | \$120,545              | \$0          | \$200,859            | \$108,289   | 21.0%        | \$42,180               |
| Inspection                             | \$0           | \$99,392     | \$21,123     | \$120,515              | \$0          | \$120,515            | \$63,735    | 21.0%        | \$25,308               |
| City contribution & requested upgrades | (\$460,146) * |              |              |                        |              |                      |             |              |                        |
| CW subtotal                            | \$1,734,574   | \$3,843,170  | \$916,753    | \$4,659,923            | \$91,665.47  | \$4,751,589          | \$2,556,869 |              | \$996,329              |

\*. City upgrade requests. City share difference between 4-legged and new drop tower design, and share of soft cost  
City Share Determination Nov 2013 21.0%

Change Order  
new completion date April 2023

|  | Machine Iron            |
|--|-------------------------|
| TTE                                      |                         |
| Change order                             |                         |
| Pipe Increase                            | \$146,275               |
| Tank Increase                            | \$33,735                |
| Pump Increase                            | \$14,130                |
| Drill/blast/foundation Subcontractor     | \$53,750                |
| Concrete Subcontractor                   | \$13,000                |
| Scrub Increase                           | \$2,000                 |
| Electrical/Controls Subcontractor        | \$8,000                 |
| Fence Subcontractor                      | \$9,000                 |
| Chemical Equipment                       | \$15,000                |
| Building Materials                       | \$12,500                |
| Additional labor, etc                    | \$84,850                |
| 15% Profit                               | \$63,786                |
| Change Order                             | \$589,026               |
| March 2022 Revised Bid with Change Order | \$2,500,104             |
| May 2021 Original Bid                    | \$2,511,078             |
|  | \$1,002,000             |
|  | \$704,097               |
|  | \$4,017,175 Grand total |
|  | \$3,313,078             |

|                         |             |
|-------------------------|-------------|
| Change order - May 2023 |             |
| TTE                     | \$          |
| Pipe                    | \$80,244.47 |
| Pump Increase           | \$          |
|                         | \$11,424.00 |
|                         | \$          |
|                         | \$91,665.47 |

**RETAIL WATER AND WASTEWATER SERVICES AGREEMENT  
BETWEEN  
CITY OF KYLE  
AND  
CROSSWINDS MUNICIPAL UTILITY DISTRICT**

THIS RETAIL WATER AND WASTEWATER SERVICES AGREEMENT (the “Agreement”) is made and entered into by and between the City of Kyle (the “City”), a Home-rule municipality in Hays County, Texas and Crosswinds Municipal Utility District or its successors or assigns (the “District”).

**RECITALS**

1. The City owns, operates, and maintains a water supply system consisting of groundwater wells and surface water and, a water distribution and delivery system consisting of water storage facilities, water transmission and distribution facilities and related appurtenances to serve the needs of its customers.
2. The City owns, operates and maintains a wastewater collection system and is co-permitted with Aqua Operations, Inc. (TCEQ Permit Number WQ0011041002) for a wastewater treatment plant that City intends to purchase.
3. The owner of the property (the “Developer”) within the District intends to develop such property for residential and commercial purposes. The Parties recognize that in 2013 the Texas Legislature created the District to provide, among other things, a mechanism to finance water, wastewater and drainage improvements to the project.
4. The District intends to cause to be constructed and installed a potable water distribution system and related facilities and a wastewater collection system and related facilities within the Project, which facilities will be conveyed to the City and used by the City to distribute treated water and for wastewater collection for customers within the Project pursuant to this Agreement.
5. The District intends to construct and install improvements necessary to connect to the City’s existing water and wastewater facilities. The City agrees to use the improvements to provide service to the customers within the Project.
6. The City will provide retail water and wastewater services to the customers within the District, who will be retail customers of the City who will pay either in city or out of city rates as will be discussed below.
7. The City and the District now desire to execute this Agreement to evidence henceforth the agreement of the City to provide water and wastewater service to customers within the District and/or Project under the conditions described in this Agreement.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

### **ARTICLE I DEFINITIONS**

**Section 1.01. Definitions of Terms.** As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

“Agreement” means this “Retail Water and Wastewater Services Agreement Between City of Kyle and Crosswinds Municipal Utility District.”

“City” means the City of Kyle, a Texas Home-rule municipality in Hays County, Texas.

“City’s Engineer” means one or more licensed professional engineers employed by the City or engaged by the City to provide services to the City as described in this Agreement.

“City’s Service Area” means the City’s water supply service area and wastewater service area, whether or not it is a certificated service area, as such service areas now exist or as the City may change hereafter.

“City’s Water System” means all water treatment, transmission and distribution facilities, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system of the City, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof, as additionally described in Recital No. 1.

“City’s Wastewater System” means all wastewater treatment, collection facilities and all appurtenances that comprise the wastewater system of the City, together with all extensions, expansions, improvements, enlargements, and replacements thereof, as additionally described in Recital No. 2.

“District” means Crosswinds Municipal Utility District, a political subdivision of the State of Texas or its successor District.

“Customers” mean the residential and commercial customers that will be located within the District’s boundaries and that will be retail customers of the City.

“Developer” means the person who owns the portion of land within the District that is proposing to be developed at that time and benefitted by the installation of Water Facilities and Wastewater Facilities.

“Emergency” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities. The term includes Force Majeure and acts of third

parties, which cause either the City's Water System or the City's Wastewater System to be unable to provide the services agreed to be provided herein.

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, blue northers, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

"Internal Wastewater Facilities" means all residential and commercial, industrial wastewater connections, collection lines, force mains, lift stations and other facilities within the District, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

"Internal Water Facilities" means all water transmission and distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system within the District, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

"LUE" means an amount of water and wastewater capacity sufficient for one living unit equivalent, which is defined by the City of Kyle.

"The Project" means the Land as it will be developed pursuant to Exhibit A (Concept Plan)

**Section 1.02. Captions.** The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and will not be considered or given any effect in construing this Agreement.

## **ARTICLE II**

### **DELIVERY OF WATER AND WASTEWATER SERVICE**

**Section 2.01. Quantity.** Subject to the terms and conditions set forth herein, the City agrees to provide retail water and wastewater service to the Customers that will be located within the Project in aggregate amount not to exceed 1,500 LUEs.

**Section 2.02. Water and Wastewater Service.** The City will provide water and wastewater service to the Customers as retail customers of the City on the same terms and conditions and at the same rates as the City provides such services to all its other customers, except as such terms, conditions or rates are expressly modified in this Agreement.

**Section 2.03. Primary Water Service; Use of Water.** The City and the District agree that water provided under this Agreement is intended to provide the primary source of water to the Customers during the tenure hereof and will not be construed to provide solely for supplemental, backup, peak-load or as-available service. The Parties agree the uses include

reasonable and prudent irrigation, lawn water, similar domestic and commercial uses, and for public health and sanitation needs, except that the District's Customers will comply with city conservation ordinances and city rules and guidelines.

**Section 2.04. Primary Wastewater Service;** The City and the District agree that wastewater services provided under this Agreement is intended to provide the primary source of wastewater service to the Customers during the tenure hereof and will not be construed to provide solely for supplemental, backup, peak-load or as-available service. The Parties agree the wastewater from the Project will include wastewater from domestic households, amenity centers, schools, and light commercial, and that the District's customers will comply with city pretreatment and wastewater service rules and regulations.

**Section 2.05. Nondiscrimination.** Water and wastewater service provided to the District's Customers by City will be nondiscriminatory and consistent with City's policies, tariffs and regulations as amended from time to time and the law; provided, however all of the Customers located within the District's boundaries may be considered as separate customer class or combined with customers also located within a water district, as a separate customer class and the policies, tariffs and regulations applicable to this customer class may differ from other customer classes created by the City.

**Section 2.06. Quality of Water Delivered to District Customers.** The water delivered by City hereunder will be potable water of a quality, volume and pressure conforming to the requirements of all applicable federal or state laws, rules, regulations or orders, including requirements of the Texas Commission on Environmental Quality, or its successors, for human consumption and other domestic use; provided, however, temporary excursions or exceedances of the standards from time to time shall not give rise to a claim for breach of this Agreement. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to state and federal regulatory agencies.

### **ARTICLE III** **CHARGES, BILLING AND FINANCIAL MATTERS**

**Section 3.01. District to Pay all Costs for Water and Wastewater Facilities Serving the Customers within Project.** The District, Developer, or Builders shall pay the City's standard charges for **impact fees** for water and wastewater service from the City at the time specified by city ordinance to each retail service unit; provided, however, in addition to those items in Section 4.06 below, the District shall receive an offset against the City's impact fees in an amount equal to the amount of such impact fees attributable to the mutually agreed upon capital projects for water and wastewater facilities described in the City's capital improvement plan and dedicated to the City as provided in this Agreement that benefit the City's system as a whole and if said offset is otherwise allowed by law. Subject to the foregoing, the District may, at its sole option, elect to pre-pay the City's water and wastewater impact fees (or relevant portion thereof considering any offsets as provided above, if otherwise allowed by law) for all retail water connections in a platted subdivision at, or after, the time of approval of the final plat of a subdivision, in which

event water capacity shall be committed, and reserved, by the City for such section. The City reserves the right to request oversizing beyond the Project's requirements of water facilities, such as elevated tanks, storage tanks, pumping stations, vaults, and transmission lines; and wastewater facilities, such as lift stations, force mains, and gravity collection lines. In the case the City requests oversizing of facilities, the District shall negotiate in good faith to enter into a construction agreement to accommodate the City's request. The District will be responsible for the District's portion of the facility and the City will be responsible for the increased costs associated with the City's request to oversize. Costs shall be allocated based on the percentage of LUEs to be served. In the event of a conveyance contemplated by Section 4.07 below, the District retains the right to capacities constructed by the District meant to provide service to the Project, but have no claim on additional capacities created by oversizing requests or to additional capacities that infrastructure constructed by the District may or may not be capable of conveying that exceed the defined Project's LUEs. The District will not pay drainage impact fees to the City, unless otherwise required by law, because the District will pay for all drainage facilities necessary for the Project.

**Section 3.02. Fees and Charges.** The City agrees to apply to Customers the same service policies and conservation requirements as the City does for residents and customers within the corporate limits of the City of Kyle. Except as discussed below and Section 4.07, the City will apply out of city rates as the City Council adopted and amended from time to time to the Customers that do not live within the City limits. However, in the event that the City annexes any portion of the Project those Customers annexed into the City will pay "in City" rates. This Agreement does not prevent the Customers from appealing, pursuant to Section 13.043, Texas Water Code, any water rate set by the City, if such customers have standing to file such an appeal.

Alternatively, the parties may agree the Customers will pay "in-city" rates and also pay the City an operation and maintenance fee. Such an agreement will be entered prior to water and/or wastewater service being provided.

#### **ARTICLE IV** **Construction, Operation and Maintenance**

**Section 4.01. Construction of Distribution System.** The District, at its own cost and expense, will construct a potable water distribution system and all related facilities within the District or outside the District (the "Water Facilities") to allow the City to provide retail water service to the Customers. The Water system shall meet all applicable City and TCEQ standards and reviews.

**Section 4.02. Construction of Wastewater Improvements.** The District at its own cost and expense, will construct wastewater improvements and all necessary facilities within the District ("Wastewater Facilities") to allow the City to provide retail wastewater service to the Customers. The wastewater system shall meet all applicable City and TCEQ standards and reviews.

**Section 4.03. Construction Plans.** A Texas licensed professional engineer will design the Water and Wastewater Facilities. The design will comply with the applicable specifications of the City and all other applicable governmental agencies. All plans and specifications for the Water and Wastewater Facilities will be reviewed by the City's Engineer and must be approved by the City prior to the construction of the Water and Wastewater Facilities. Upon approval of the plans and specifications by the City, the approved plans and specifications will become part of this Agreement by reference and will more particularly describe the Water and Wastewater Facilities.

**Section 4.04. Required Easements.** All of the Water Facilities and Wastewater Facilities will be located either in the public right-of-way or on easements across privately-owned land. The District is responsible for obtaining any governmental approvals necessary to construct the Water Facilities and Wastewater Facilities in the public right-of-way or for acquiring any easements across privately-owned land that are necessary for the construction or operation of the Water Facilities and Wastewater Facilities except for capital improvements made by the City. All easements will be located in areas that are reasonably accessible to the City's personnel and equipment for repairs during wet weather conditions. In cases where utility lines and their associated easements cross under a road, sidewalk or other permanent improvement within a right of way or easement, the City's rights to access water or wastewater lines shall prevail. The District or assignees shall not prevent the City from enacting construction, repairs or maintenance to water or wastewater lines. The final location of an easement is subject to review and comment by the City's Engineer. The text of any easement across privately-owned land is subject to approval and acceptance by the City. All easements shall be assigned to the City at the time title to the Water Facilities and Wastewater Facilities are transferred to the City.

In the event the retail electric service provider requires that its utility infrastructure be located within easements located in the front of the lots that will be developed in the Property, the parties agree that the design of the Water and Wastewater Facilities shall be accomplished in such a manner as to minimize conflicts with electric service provider and other service providers' utility infrastructure located or to be located within the Property. District agrees that it shall use reasonable efforts to negotiate with the electric service provider or other service providers to permit the District to grant to City an easement for ingress/egress over that portion of the lots for the purpose of allowing City access over the easement in connection with the installation, maintenance and repair of City's utility facilities that will be located within right of ways which are immediately adjacent to such easements.

**Section 4.05. Construction of Water and Wastewater Facilities.**

a. To construct the Water and Wastewater Facilities, or any phase thereof, the District will advertise for bids for construction of the Water and Wastewater Facilities, in accordance with applicable provisions of the Texas Water Code and Texas Local

Government Code, if applicable, and select from among the bidders as required by Chapter 49, *Water Code*.

b. The Water and Wastewater Facilities will be constructed in accordance with the plans and specifications approved by the City, the City's tariff and applicable state, county or municipal regulations. No changes or change orders that substantially alter the approved plans and specifications and any construction contract will be made without the approval of the District and City. District will simultaneously file with the City all documents that the District is required to file with the TCEQ regional office under TCEQ rule 293.62.

c. The District will inspect and approve all phases of the construction of the Project's Water and Wastewater Facilities. The City has the right to inspect all phases of the construction of the Water and Wastewater Facilities. The District will give at least 72 hour written notice to the City of the date when construction of any portion of the Water and Wastewater Facilities is scheduled to commence so that the City may assign an inspector.

d. District may begin construction of the portion of the Water Facilities and Wastewater Facilities located within a portion of the Project after approval of the preliminary plat for that portion of the Project and approval of the plans and specifications and contract documents for that portion of the Project by City's engineer. District may choose the contractor(s) for the work, but the contractor must be acceptable to City in the exercise of its reasonable judgment. The District agrees that the contractors will provide performance and payment bonds in the amount of the contract. Further, as described in Section 4.07 below, the contract between the District and the contractor, whether one or more, shall allow for claims for defects in labor and materials, require the contractor to provide a two year warranty on the work and material and the performance bond shall include the standard 2 year warranty on the work and material which warranty shall be transferable to City. In addition, the District shall require the contractor to provide insurance for the typical coverage for the work being performed, such insurance naming the District and City as additional insured for the work performed by the contractor on the Water Facilities and Wastewater Facilities. District shall provide City a copy of the contract with the contractor, the performance and payments bonds, and insurance certificate before allowing the contractor to start work under the contract.

e. District shall remain responsible for the labor and materials (including water) required to fill and flush mains within phases of the Project where the Water Facilities and Wastewater Facilities have been constructed, but the flushing of mains, or the addition of water to maintain wastewater flow, is required because there is not enough active meters within the phase to maintain a chlorine residual above a 1.0 or the wastewater may become septic within the mains or lift stations. The District's responsibility for the costs of flushing mains within a phase shall end when flushing of mains is no longer required because there are sufficient active meters to maintain the required minimum flow.

f. District shall provide construction observation services through the District's engineer and upon completion, the engineer shall provide City a signed and

sealed Certificate of Completion stating that construction of the Water Facilities and Wastewater Facilities was accomplished in substantial accordance with the plans and specifications approved by the City, acting by and through City's Engineer. Upon completion of each phase of the Water Facilities and Wastewater Facilities, the District shall provide to City a complete set of Mylar reproducible construction plans certified "as built" by the engineer responsible for providing engineering services during the construction phase.

#### **Section 4.06. Extension of Service.**

(a.) The District shall pay for the cost and expense of the construction of any necessary facilities to extend water and wastewater service from the City's System to the Point or Points of Delivery. Construction of some off-site capital projects as described below, shall be eligible for credits toward impact fees, if allowable by law. Such costs shall include, but are not limited to, all engineering and legal fees, easement and access acquisition, and the design and construction costs of the facilities, required utility extensions, screening and landscaping.

(b.) The following are conditions of water and wastewater extensions for the Project:

1. The District will design and construct a new approximate 7,100 feet of 12 inch PVC water line connecting the City existing distribution system to the District's distribution system. The proposed water line alignment is shown on Exhibit B and will be constructed within a 30 feet wide utility easement. The costs of easement acquisition for the 30 feet wide utility easement shall be split 50/50 between the 12 inch water line project and Crosswinds Regional Lift Station Project. A percentage of the costs associated with design, easement acquisition, construction etc. of the 12 inch water line will be credited back to the District as credits on Impact Fees. In addition, the difference in cost between a hydropillar elevated storage tank and multilegged elevated storage tank shall be credited back to the District as credits on Impact Fees.
2. The City will submit letter of request to GBRA that allows for a water delivery point within the Project, which would allow the City to make a connection to the 24" water transmission line, at the cost of the District, when requested by the District. A percentage of such costs shall be credited back to the District as credits on Impact Fees.
3. Within 18 months of when growth in the District has reached 500 active water connections, the District will design, construct and have operational the following Water Facilities within the boundaries of the District to serve the Project:
  - a. Water Meter and Ground Storage Tank Fill Station
  - b. 150,000-Gallon welded Ground Storage Tank
  - c. High Service Pump Station meeting the requirement of 290.45(b)(1)(D)(iii).
  - d. 150,000-Gallon hydropillar Elevated Storage Tank

The above Water Facilities are only triggered by this Project. City shall not be obligated to provide water or sewer service to more than 500 LUEs within the District's boundaries, to reserve capacity for more than 500 LUEs within the District boundaries, or to approve any

plats within the District boundaries for more than 500 LUEs unless and until certificates of “final completion” have been issued for all of the above-specified Water Facilities and the City has accepted the title to all of the Water Facilities.

(c). The District will fund a total of \$3,500,000 for offsite wastewater projects. The District will fund the design and construction costs of a new lift station and force main, and gravity wastewater line “Crosswinds Regional Lift Station Project” that will transfer wastewater from the District to the City’s existing 27-inch gravity collection line crossing Dacy Lane. The Crosswinds Regional Lift Station Project improvements will only be sized to serve the Project, unless City chooses to participate in oversizing. The new force main shall follow the general alignment of the new 12 inch water line. The costs of easement acquisition for the 30 feet wide utility easement shall be split 50/50 between the 12 inch water line project and Crosswinds Regional Lift Station Project with District’s portion of its 50% share coming from the \$3,500,000. Exhibit B shows the general alignment of the new water line and force main, and gravity wastewater line, and general location of the connection point to the existing 27-inch wastewater line. The remaining funds from the \$3,500,000 may be applied to any other offsite City wastewater projects particularly Phase 3.2 of the Bunton Creek Wastewater Interceptor Project. These costs include, but are not limited to, all costs for engineering, construction, SWPPP, fees such as legal fees, TCEQ fees, staking, contract administration, landscaping, etc. related to construction of the improvements described in this subsection (c). The City shall notify the District no less than 60 days prior to beginning construction on the Phase 3.2 Bunton Creek Wastewater Interceptor Project or any other City project for which the remaining funds will be used. The funds will be paid to the City within thirty (30) days after the Notice to Proceed for the project is issued; provided, however, if the District fails timely to deposit the funds and as a result the City chooses to delay the Notice to Proceed or issue the Notice to Proceed but must request a change order as a result of District’s failure to deposit funds, the District shall be solely responsible for any contractor claims and such financial responsibility shall not be limited to the then-remaining balance of the \$3,500,000. The amount used to assist the City with the Phase 3.2 Bunton Creek Wastewater Interceptor Project or any other City project not directly attributable to servicing the District will be credited back to the District as prepayment of impact fees.

4. The District will not be responsible for any other offsite water or wastewater system improvements needed in the future to serve up to 1500 LUEs within the District. This Section 4.06 controls over any inconsistent language elsewhere in this agreement.

Design requirements for the Project Lift Stations and Pump Station are included in Exhibit C.

**Section 4.07. Conveyance/Ownership of Water and Wastewater Facilities.** Upon final completion of construction, as evidenced by a certificate of final completion and acceptance by the City of a phase of the Water and Wastewater Facilities, the District will: (1) dedicate and convey that phase of the Water and/or Wastewater Facilities to the City, including any easements associated with that phase; (2) assign all warranties to the City. The conveyance shall include (a) the warranty that the same are free and clear of all liens and encumbrances and (b) access to public rights-of-way and easements are sufficient to

permit the City to operate and maintain such Facilities. Following the acceptance and dedication of a phase of the Water and Wastewater Facilities, the City will be responsible for the operation and maintenance of that phase of the Water and Wastewater Facilities unless the Parties have a different agreement. The form of the dedication instruments, easement assignments and maintenance bonds shall be submitted for review and approval by the City, which will not be unreasonably withheld or delayed. In any event, the City agrees that the District shall have an undivided interest in the capacity of that portion of the City's Water System and the City's Wastewater System, up to the capacity designed for the provision of retail water and wastewater service to the District by the City to the extent of the designed capacity of the conveyed systems and the payment of associated costs of said facilities by the District. In no way should this section be interpreted to mean that the District shall have an undivided interest in capacities that exceed the amount needed to service the District, or in any capacities that the City should require to be included as oversizing. The District will also convey standard contractor warranty that the contractor provides to the District. At the time of this Agreement's execution, that standard warranty is 2 years and 35% Warranty Bond.

Any attempt by City to operate or maintain the Water Facilities and Wastewater Facilities, or to perform repairs on the Water Facilities and Wastewater Facilities will not void the warranty, provided however that District shall not be responsible for repairing or replacing any part of the Water Facilities and Wastewater Facilities damaged by City but the City bears responsibility for repairs caused by its operations.

City may, but is not required, to accept ownership and operation of any portion or phase of the Water and Wastewater Facilities that City determines was not constructed in substantial accordance with the plans and specifications approved by City's engineer, not located within easements dedicated to City, or which is subject to any unresolved claim by the contractor, materialman or worker, or any third party, or which is subject to a inquiry by the TCEQ pursuant to TCEQ rule 293.66. City may, but is not required to accept ownership of either the Water Facilities or Wastewater Facilities within the portion of the Project being developed unless ownership of both the Water and Wastewater Facilities within that portion of the Project have been completed and District tenders title to both Water and Wastewater Facilities to the District. City may, but is not required to accept ownership of the Water Facilities or Wastewater Facilities within the portion of the Project being developed unless District has paid City for all expenses incurred by City relating to the review and approval of the design and observation of construction, and any other expenses payable or reimbursable by the District under this Agreement.

No advertising signage may be installed on or painted on any Water Facilities or Wastewater Facilities without the consent of the City, which consent may reasonably be denied if signage will increase the City's operation and maintenance costs, is inconsistent with city ordinance, or otherwise. City may condition its consent upon the District, or such other person paying, in advance, the City's costs to resurface the facility and removing or replacing the sign.

The City agrees to apply to Customers the same service and conservation policies as to those residents and customers, as the City does for its In City customers, understanding

that the Customers will pay rates according to the schedules for Outside City Limits customers, as established in Appendix "A" Fee Schedule of the City of Kyle's Municipal Code, as that fee schedule may be revised or superseded from time to time. Provided, however, that this Agreement does not prevent Customers from appealing, pursuant to Section 13.043, Texas Water Code, the rates set by the City Council.

Alternatively, the Parties may agree the Customers will pay "in-city" rates and also pay the City an operation and maintenance fee. Such an agreement will be entered prior to water and/or wastewater service being provided.

**Section 4.08. Reimbursement.** The Parties acknowledge and agree that the Developer may provide the funding for Water Facilities and Wastewater Facilities and may seek reimbursement for the costs of the Water and Wastewater Facilities from the District pursuant to various provisions of the Texas Water Code and other statutory authorization.

**Section 4.09. Curtailment, Conservation Restrictions and Environmental.**

a. The City may curtail or ration service to the District Customers, as they would to other customers served by the City. Provided, however, except as provided for in Section 5.03, the City shall never enact a moratorium on water or wastewater service to the Project as a result of the limitations of the City of Kyle water production and distribution facilities, or wastewater collection and treatment facilities, unless required by law or a state or federal governmental or regulatory authority having jurisdiction over the City's delivery of water or wastewater service or is adopted in response to an order or finding by a state or federal regulatory agency.

b. The Parties agree that if it is ever reasonably determined by the City during the term of this Agreement that it is unable to provide adequate water or water services to the City's Service Area or its then existing committed customers because of an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the City's System, or for any other reason, or if the City needs to cause repairs to be made to the City's System to repair, replace or improve the level of water service to its customers, then the City will have the right to curtail or limit service to the District Customers for such time as the condition that requires the curtailment or limitation continues. The City agrees to provide notice of the need for curtailment or limitation as soon as reasonably practicable. The parties agree that in times of Emergency, shortage or over uses of water, the priority in the purposes of use and the restrictions thereon will be as established from time to time by the City for its water supply customers. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority having jurisdiction that provision of water services by the City under this Agreement or that curtailment or limitation of water or water services by City to any of its customers, including the District, is in violation of applicable law, regulation or order, then the City, after reasonable notice to the District Customers and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law.

c. The District agrees that all properties within the boundaries of the Project that receive utility service from the City shall abide by water conservation guidelines and

restrictions the City establishes and comply with ordinances the City adopted relating to regulation, conservation, provision, acquisition or divestiture of water and/or wastewater as if the property were within the corporate boundaries of the City. Any person receiving service, including property owners, lessee or lessor, or who has a connection to the City system grants the City the rights and remedies available to the City including fines, fees, interruption of service, disconnection of service, etc. for failure to abide by City rules and ordinances.

d. Industrial waste, if any, received by the City from customers within the District shall be subject to the provisions of the City's Industrial Waste Ordinance, as amended from time to time and as adopted by the City Council and uniformly applied throughout the City's service area. District further agrees to cooperate with the City to enforce any industrial waste pre-treatment requirements with respect to the Property imposed on the City by the TCEQ or the United States Environmental Protection Agency.

**Section 4.10. City's System to be Self-Sufficient.** The City's System will be comprised of the facilities as are considered reasonable and necessary by the City to provide water or wastewater services to the City's Service Area. The Parties agree the City is authorized to issue such indebtedness as it may deem appropriate to pay for any Costs of the City's System or, in lieu of issuing indebtedness, to provide for the borrowing of internal City funds from the City resources other than the City's System and, in such events, the Costs of the City's System borne by the customers, including the District's Customers, will include debt service, paying agent/registrar fees and reasonable coverage on any indebtedness issued by the City or the recovery (amortized over a reasonable period) of any internal City funds utilized together with reasonable interest and coverage **thereon** to be established in accordance with the City's policy as now or hereafter implemented.

**Section 4.11. Easements.** The District will be responsible for securing any on or off site easements necessary for the City to provide the District with the water and wastewater service described herein at its sole cost and expense except for capital improvements made by City. However, if necessary, the City shall be prepared to assist the District by means of condemnation in the case easements cannot be obtained or reasonably obtained solely by the District. Specifically in the case where easements may be required south of Bebee Road along Dacy Lane for the wastewater line extension from the District to the City's existing collection system. This Agreement does not obligate the City to exercise its power of eminent domain, but should the City, acting by and through its city council, choose to exercise that power, before the City files a condemnation petition, District will deposit with the City the appraised value of the interest to be acquired and damages to the remainder, the estimated fees and costs associated with the condemnation, such as fees of the special commissioners, attorney fees, expert fees, plus 15%, of the total estimated cost for contingencies. Within ten days of notice of the amount of the award of the special commissioners, District will deposit with the City, the balance between the amount of the special commissioners award and the fees of the special commissioners and that portion of the balance previously deposited allocated to the appraised value of the interest taken and damages to the remainder, which the City shall pay into the registry of the court. The District shall additionally deposit the amount that the actual expenses may have exceeded the estimated expense and contingency. In the event any appeal of an award of by the

special commissioners results in a judgment in excess of the award of the special commissioners, then within ten days after notice of that fact, the District will deposit the additional amount into the registry of the court. District will advance to the City the projected costs of acquiring easements and rights of way by negotiation or condemnation based upon budgets presented by the City and will pay any additional costs within twenty days after receiving notice from the City.

**Section 4.12. Vested Rights; Impact Fees.** The parties agree and acknowledge that this Agreement constitutes a permit for purposes of Chapter 245 *Texas Local Gov't. Code*. The parties further acknowledge and agree that the Impact Fees to be imposed will remain the same amount as in place for the City on the effective date of this Agreement for only a period of 5 years.

**Section 4.13. Initiation of Retail Service.** The City will initiate retail service, whether for temporary water service for construction purposes or for water service to a home or business, upon submittal of the standard application for service and compliance with the requirements for such service, including but not limited to payment of inspection fees, service initiation fees, and deposit and performance of required inspections.

**Section 4.14. Other Developments.** While this Agreement provides the District with the control over the timing of construction of Water Facilities and Wastewater Facilities within the District's boundaries, the District acknowledges that the City may need or want to extend service to other property and in order to do so, certain improvements that are the District's responsibility under this Agreement may need to be designed and/or constructed prior to the time that the District was planning to design or construct a particular improvement. If this contingency occurs, the City and District will fully cooperate with each other and the other persons needing or wanting service from the City, so that the improvements are constructed timely and the cost responsibilities are borne by the appropriate party. In no event, however, will this Section 4.14 be used to delay improvements needed for development for the Project.

## ARTICLE V

### **TERM; DEFAULT; REMEDIES; INDEMNIFICATION; INSURANCE**

**Section 5.01. Term; Extensions.** This Agreement will be effective from the date adoption by the of the City Council and the District and will continue in effect for a period of thirty years (30) years unless earlier terminated in accordance with the provisions hereof. This Agreement may be extended from time to time by mutual agreement of the parties in writing.

**Section 5.02. Termination.**

a. Without prejudice to any provisions hereof setting forth terms for automatic expiration or expiration in the event of a default by the District, this Agreement may also be terminated by mutual agreement of the parties.

b. In addition to any other provision for termination set forth herein, the City may terminate this Agreement on thirty (30) days written notice in the event that the District is dissolved, expanded without the City's written consent, merged with or annexed by another entity, converted to any other form of entity, or placed into receivership, or in the event any part of the District is incorporated as a municipality. In the event that proceedings in bankruptcy, whether voluntary or involuntary are filed with reference to the District, the City may take any measure it deems necessary to protect the interests of the City including, without limitation, the termination of this Agreement on thirty (30) days written notice to the District.

#### **Section 5.03. Default.**

a. In the event the District defaults in the payment of any amounts due the City under this Agreement or in the performance of any material obligation to be performed by the District under this Agreement, the City will have the right to temporarily deny or limit water services to the customers located within the District under this Agreement until such default is cured. Before exercising this right, the City will give the District ninety (90) days' written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, after the City gives the District the aforesaid written notice of default, for a period of thirty (30) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default, then the City will have the right to permanently restrict water services to the District Customers under this Agreement to a level commensurate with the financial or operational impact on the City resulting from such default and/or stop making new retail connections to District Customers available. Before permanently restricting water services to the District Customers, the City will give the District ten (10) days' notice of its intent to do so and the opportunity to cure the default, failing which the permanent restrictions will take effect. Finally, in the event the default remains uncured, the City may terminate its obligation to provide water service to all areas within the District other than District Customers receiving water service at that time.

b. In the event the City will default in the performance of any material obligation to be performed by the City under this Agreement, then the District, after having given the City ninety (90) days written notice of such default and the opportunity to cure same, will have the right to pursue any remedy available at law or in equity, pending cure of such default by the City. In the event such default remains uncured for a period of (i) one hundred eighty (180) days in the event of a default which causes the District to be unable to provide service to new retail connections to the District's System or (ii) three hundred sixty-five (365) days in the event of any other type of material default, then the District will have the right to notify the City that the District intend to take a more limited amount of water services from the City (which will be at least the amount the City is then able to provide to the District) and the District may then obtain other water or water services from another provider or may take appropriate action to supply itself with additional water or water services after giving the City thirty (30) days notice of its intent to do so and the opportunity to cure the default.

**Section 5.04. Additional Remedies Upon Default.** It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any

default, but all such other remedies existing at law or in equity may be availed of by any party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone, the City agrees, in the event of any default on its part, that the District will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of the District's obligations hereunder could not be adequately compensated in money damages alone, the District agrees in the event of any default on its part that the City will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies, which may also be available to the City including, without limitation, the right of the City to obtain a writ of mandamus or an injunction against the District requiring the Board of Directors of the District to levy and collect rates and charges sufficient to pay the amounts owed to the City by the District under this Agreements.

**Section 5.05. Insurance.** To the extent that similar insurance is usually carried or self-insurance is usually maintained by public or private entities operating like properties, each party (the "Insured Party") will carry at all times with responsible insurers insurance on, and/or maintain a self-insurance program with respect to, the Insured Party's properties and its activities conducted pursuant to this Agreement, including activities that may subject the Insured Party to liability for bodily injury or property damage. The policies will be payable to the Insured Party and/or the self-insurance program will cover the Insured Party to the extent of its interest against risks of direct physical loss, damage to, or destruction of such properties or any part thereof, and against accidents, casualties, or negligence, including liability arising out of its activities. The Insured Party will name the other party as an additional insured under the Insured Party's insurance policies and/or self-insurance program with respect to any liability the other party may be exposed to or incur as a result of the Insured Party's actions or failure to act under this Agreement. The Insured Party will also furnish the other party copies of certificates of insurance showing that the other party is covered by the insurance policies of the Insured Party and/or a notification that the other party is covered under the Insured Party's self-insurance program. The certificates of insurance coverage for an Insured Party and/or notification of coverage under the Insured Party's self-insurance program will be updated as necessary to evidence coverage of the other party on a continuing basis.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

**Section 6.01. Records.** The City and the District each agree to preserve, for a period of at least ten years from the date of their preparation or production, all books, records, test data, charts and other records pertaining to this Agreement. The City and the District will each, respectively, have the right at all reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

**Section 6.02. Force Majeure.** If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, will be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, will be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of either party hereto, and that the above requirements that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either party hereto.

**Section 6.03. Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance will ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby, provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

**Section 6.04. Entire Agreement; Modifications.** This Agreement constitutes the sole agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written. This Agreement will be subject to change or modification only with the mutual written consent of the City and the District.

**Section 6.05. Addresses and Notices.** Unless otherwise notified in writing by the other, the attention addressees, addresses, telephone numbers, facsimile numbers and e-mail addresses of the City and the District are as follows:

The City:

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

The District: Crosswinds Municipal Utility District

C/O Gregory L. Rich  
Allegiant Realty Partners, LLC  
12222 Merit Drive, Suite 1020  
Dallas, Texas 75251

**Assignability; Successors Rights.**

a. Except as shown in subparagraph (b), this Agreement may not be assigned by either party to any other entity without the express written consent of the other party, which consent will not be unreasonably withheld or delayed. This Agreement and the terms and provisions hereof will be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the Parties hereto.

b. The Parties acknowledge that District may assign this Agreement to a successor in interest or assign without City consent provided that the successor or assign comply with all obligations of this Agreement.

**Section 6.06. Dispute Resolution.**

a. Settlement by Mutual Agreement. In the event any dispute, controversy or claim between the Parties arises under this Agreement or is connected with or related in any way to this Agreement or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the parties will first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the following procedures set forth in this Section. Step 1: If a Dispute or Controversy arises, either party will have the right to give notice to the other party that it has elected to implement the procedures set forth in this Section. Within fifteen (15) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the parties will meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 2: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings during, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 1, then any party may, by notice to the other party, within fifteen (15) days after the Step 1 period ends, regardless of the reason, refer the Dispute or Controversy to the governing bodies of the Parties for resolution. Within fifteen (15) days after delivery of any such notice by one party to the other party or parties referring such Dispute or Controversy to governing bodies of the Parties for resolution, representatives of each of the Parties will meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Step 3: Should a mutual resolution and settlement not be obtained as a result of a meeting or meetings during, or should no such meeting take place within, such fifteen (15) day notice period specified in Step 2, then any party may, by notice to the other party within fifteen (15) days after the Step 2 period ends, regardless of the reason, refer the Dispute or Controversy to mediation in accordance with the provisions of this Section. Upon the receipt of notice of referral to mediation hereunder, the Parties will be compelled to mediate the Dispute or Controversy in accordance with the terms of this Section without regard to the justiciable character or executory nature of such Dispute or Controversy. The fifteen (15) day notice periods specified in this Section 8.07a may be extended by mutual agreement of the parties.

b. Mediation. Each party hereby agrees that any Dispute or Controversy, which is not resolved pursuant to the procedures of this Section, may be submitted to mediation on hereunder.

**Section 6.07. Good Faith.** Each party agrees that, notwithstanding any provision herein to the contrary, neither party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each party will act in good faith and will at all times deal fairly with the other party.

**Section 6.08. Interpretation.**

(a) This Agreement and all the terms and provisions hereof will be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.

(b) This Agreement will not be construed as an agreement of fiduciary relationship, of partnership, of joint venture, of an equity position, or of any other form of business arrangement other than as an agreement for provision of water services. Services provided are not exclusive to the District and may be provided to others at the sole discretion of City consistent with the terms of this Agreement.

(c) This Agreement has been authored jointly by the Parties hereto, and neither this Agreement as a whole nor any term or provision hereof will be construed as having been authored by or at the sole direction of either party.

**Section 6.09. Titles and Headings.** The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and will not in any way modify or restrict any of the terms or provisions hereof and will never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

**Section 6.10. Counterparts.** This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts will collectively constitute a single instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

**Section 6.11. Governing Law; Venue.** The terms and provisions hereof will be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Hays County, Texas will be the place of venue for suit hereon.

**Section 6.12. Authority of Parties Executing Agreement.** By their execution hereof each of the undersigned parties represents and warrants to the other party to this document that he or she has the authority to execute the document in the capacity shown on this document.

**Section 6.13. No Third Party Beneficiary.** This Agreement is for the benefit of the City and District and shall not be construed to confer any benefit on any other party.

**Section 6.14. Estoppel Certificates.** From time to time upon written request by District, the City shall execute a written estoppel certificate stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement provided, however, the City may require payment in advance of its estimated charges for preparing the requested estoppel certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which will be deemed to be an original and of equal force and effect this July 3<sup>rd</sup> day of July, 2015.

**CITY OF KYLE**

BY: R. Todd Webster  
R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez  
Amelia Sanchez, City Secretary

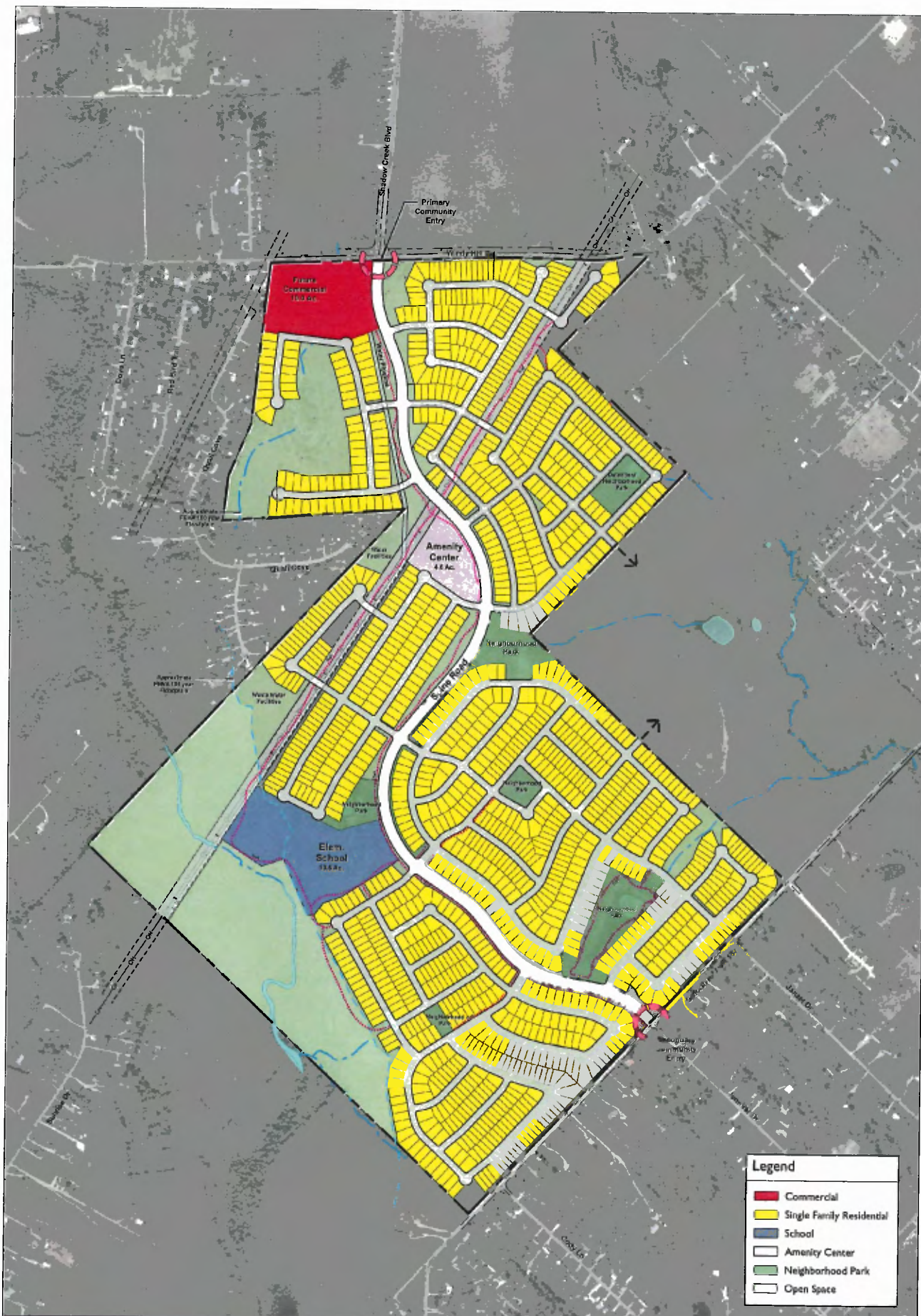
APPROVED AS TO FORM:

F. J. Jones  
F. J. Jones, City Attorney

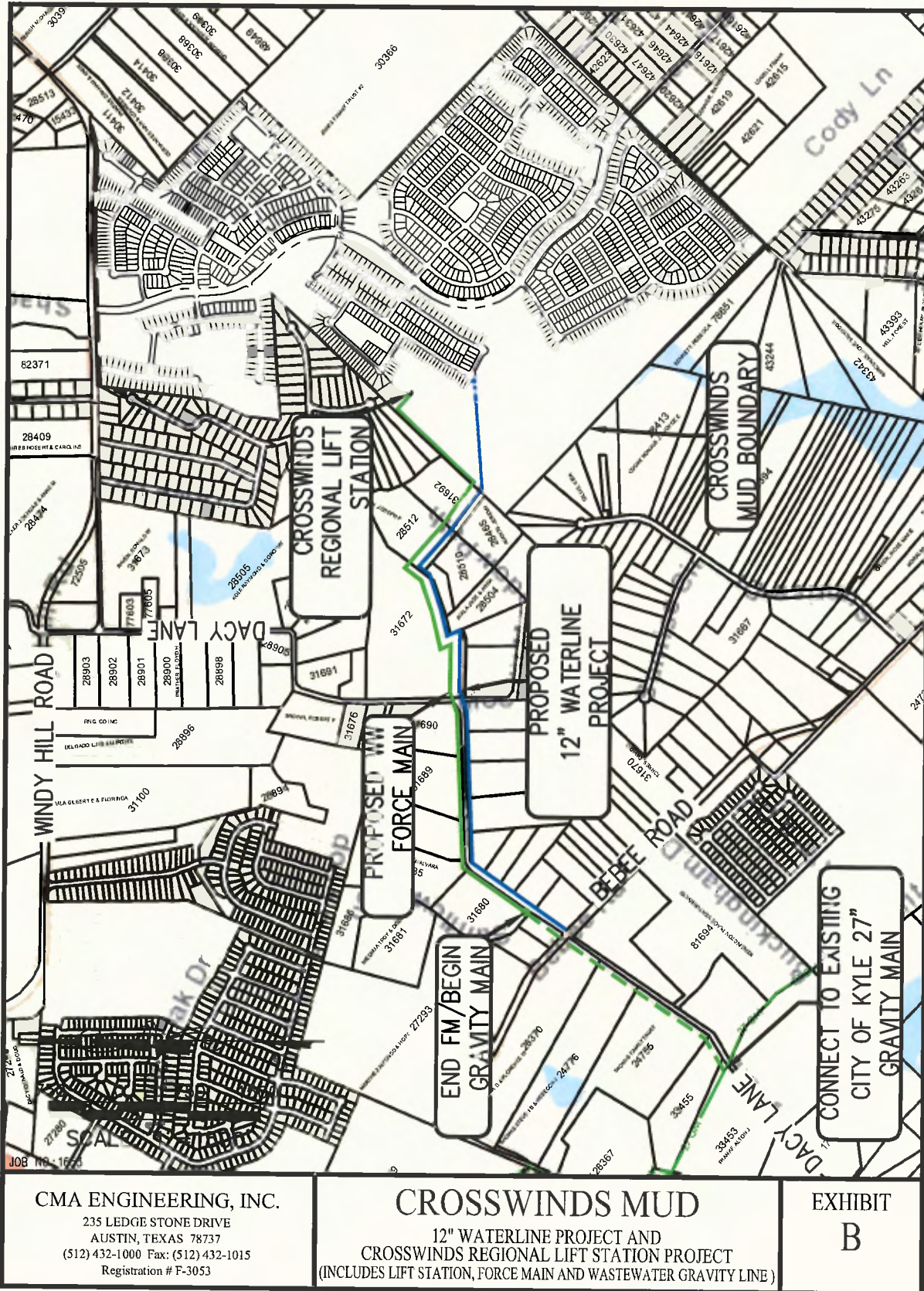
**Crosswinds Municipal Utility District**

BY: Lee G. Galt  
Vice President of Board

**EXHIBIT A  
CONCEPT PLAN**



**EXHIBIT B**  
**PROPOSED OFFSITE WATER LINE AND WASTEWATER LINE ALIGNMENT**



mkbab - May 21, 2015 - 12:31pm - File: M:\DWG\1653-Crosswinds - City of Kyle\Exhibits\1653-EX13-QTY OF KYLE WA-WW LINES.dwg

## EXHIBIT C

### Design requirements for the Project Lift Stations and Pump Station

1. Fencing will be 8' tall commercial grade chain link fence either coated or fencing with slats with 3 strands of barbed wire sticking outward 45 degrees (including gates and corners[RC1]).
2. Fencing will be installed 5 feet inside property line for maintenance outside the fenced area.
3. A 12"x12" sign identifying the name of the facility, operator, and contact phone number will be placed on entrance gates.
4. Lift Stations will include pumps and controls (specified Flygt only) with soft starts or VFDs (specified Yaskawa Series P7 VFDs).
5. A safety grate will be included on Lift Station wet well access doors.
6. A shade cover with lighting will be installed over outdoor Lift Station controls.
7. The Lift Station wet well and valve vault will be constructed of fiberglass with a concrete ballast to prevent floating. Fill will be used to cover upper 6 inch exposed portion of wet well and valve vault above ground.
8. The Lift Station will be connected to the City's SCADA system for remote monitoring of Lift Station wet well levels.
9. The Lift Stations will be designed with a 4.0 peak factor.
10. Water service provided at each Lift Station by City at no cost to the District.
11. Site lighting to be LED per City of Kyle ordinances.
12. Access drive and parking will be gravel/road base material, minimum 8 inches in depth.
13. Water Service Pump Station Building shall be split face CMU, and contain a toilet and lavatory. Building should be large enough to encompass all controls, vfd's, breakers, chlorine analyzers, and required SCADA controls and appurtenances. Needs to have 20% larger power service than needed for full build out to accommodate unplanned expansion or various monitoring or control systems.



# CITY OF KYLE, TEXAS

## Acceptance of K-50 (Opal Meadows) subdivision

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Resolution of the City Council of the City of Kyle, Texas accepting the K-50 (Opal Meadows) subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** A final walkthrough was completed on July 26, 2023. The punch list items have been completed on the project. The street, drainage, water, lift station, and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Liberty Mutual Insurance Company – Bond No. 022236107) in the amount of \$2,467,390.89 has been provided for a period of two (2) years.

### Legal Notes:

### Budget Information:

---

### ATTACHMENTS:

#### Description

- ☐ Presentation
- ☐ Department Memo
- ☐ Acceptance Packet

# Acceptance of Subdivision K-50 (Opal Meadows)

Engineering Department



# Summary

- Acceptance of the K-50 (Opal Meadows) subdivision
- A final walkthrough was completed on July 26, 2023.
- The punch list items have been completed on the project.
- The street, drainage, water, lift station, and wastewater improvements have been constructed in substantial accordance with the City's requirements.
- Record drawings have been provided to the City.

# Recommendation

- Approve a Resolution of the City Council of the City of Kyle, Texas accepting the K-50 (Opal Meadows) subdivision improvements.

Acceptance of Subdivision 3



---

**City Council Regular Meeting**

DEPARTMENT: Engineering Department

FROM: Leon Barba

MEETING: November 14, 2023

---

SUBJECT:

Approve a Resolution of the City Council of the City of Kyle, Texas accepting the K-50 (Opal Meadows) subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law.

SUMMARY:

A final walkthrough was completed on July 26, 2023. The punch list items have been completed on the project. The street, drainage, water, lift station, and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Liberty Mutual Insurance Company – Bond No. 022236107) in the amount of \$2,467,390.89 has been provided for a period of two (2) years.

OPTIONS:

Option 1:

- Approve the acceptance of subdivision.
- Subdivision has met all the requirements in the subdivision ordinance.

RECOMMENDATION:

Accept K-50 (Opal Meadows) subdivision.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Leon Barba

Title: City Engineer

Email: lbarba@cityofkyle.com

Phone: 512-262-3958

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING K-50 (OPAL MEADOWS); FINDING AND DETERMINING THAT THE MEETING ACT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE**

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

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

**WHEREAS**, amount of more than thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

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

**Section 1.** Hereby accepts the public improvements and certifies completion of the improvements for the K-50 (Opal Meadows). The current maintenance surety is hereby \$2,467,390.89, being thirty five percent of the total cost of required improvements, to be held for two years from this date.

**Section 2.** That the subdivision improvements within K-50 (Opal Meadows) are hereby accepted for operation and maintenance.

**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

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**



## CITY OF KYLE

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

Kyle, Texas 78640  
Fax (512) 262-3915

### MEMORANDUM

TO: Bryan Langley, City Manager  
FROM: Leon Barba, P.E., City Engineer *LB*  
DATE: October 31, 2023  
SUBJECT: K-50 (Opal Meadows) Subdivision  
Final Acceptance

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

A final walkthrough was completed on July 26, 2023. The punch list items have been completed on the project. The street, drainage, water, lift station and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Liberty Mutual Insurance Company – Bond No. 022236107) in the amount of \$2,467,390.89 has been provided for a period of two (2) years.

Please let me know if you need any additional information.

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

October 19, 2023

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

Re: **K50 Subdivision (Opal Meadows Subdivision)**  
CP-22-0116  
Engineer's Concurrence Letter

Dear Mr. Barba:

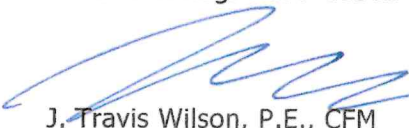
On May 25, 2023, I, J. Travis Wilson, P.E., the undersigned professional engineer, made a final visual inspection of the above-referenced site. Additionally, I have visited the site during construction and observed that the K50 Subdivision Improvements were constructed per the approved plans with insignificant deviation other than minor issues noted in the record drawings.

Please let me know if you have any questions or concerns.

Sincerely,

**MillerGRAY**

TBPE Firm Reg. No. F-16302

  
J. Travis Wilson, P.E., CFM  
Principal



P:\00294 Meritage Homes\001 K50\10\_Construction\03\_Correspond\K50 Concurrence 20231019.docx

**EXHIBIT B**

MAINTENANCE BOND

**MAINTENANCE BOND**

**Bond** 022236107

KNOW ALL BY THESE PRESENTS, That we, Five Star Civil Construction, LLC

as Principal, and Liberty Mutual Insurance Company

a corporation organized under the laws of the State of MA and duly authorized to do business in  
the State of Texas, as Surety, are held and firmly bound unto City of Kyle

as Obligee, in the penal sum of Two Million Four Hundred Sixty Seven Thousand Three Hundred Ninety & 89/100's  
(\$ 2,467,390.89)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors  
and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the  
Meritage Homes

dated 7/28/2022

for K50(Opal Meadows): Water, Wastewater, Lift Station, Drainage, Interior Street, Opal Lane Street  
Improvements

WHEREAS, said Contract has been completed, and was approved on 10/31/2023

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work  
will be free of any defective materials or workmanship which became apparent during the period of  
Two (2) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in  
full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the  
Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 31st day of October, 2023

Five Star Civil Construction, LLC (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Liberty Mutual Insurance Company

By

Steven W. Dobson

Steven W. Dobson

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8205041 - 969219

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. Schuler; Patricia Ferguson; Steven W. Dobson

all of the city of Austin state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2023



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Figure: 28 TAC § 1.601(a)(2)(B)

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **Liberty Mutual Insurance Company**

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims at 206-473-6210

Online: [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)

Email: [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)

Mail: P.O. Box 34526 Seattle, WA 98124

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **Liberty Mutual Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:** Liberty Mutual Surety Claims

**al** 206-473-6210

**En línea:** [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)

**Correo electrónico:** [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)

**Dirección postal:** P.O. Box 34526      Seattle, WA 98124

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



301 BRUSHY CREEK RD #108  
CEDAR PARK, TX 78613

OPAL MEADOWS  
CITY OF KYLE  
FINAL COST AND QUANTITIES

| WATER IMPROVEMENTS |   |          |      |             |                 |
|--------------------|---|----------|------|-------------|-----------------|
|                    | DESCRIPTION                                 | QTY.     | UNIT | UNIT PRICE  | COST<br>AMOUNT  |
| 1                  | 8" C900 PVC Waterline (DR-14) (all depths)  | 4,700.00 | LF   | \$ 64.00    | \$ 300,800.00   |
| 2                  | 12" C900 PVC Waterline (DR-14) (all depths) | 5,215.00 | LF   | \$ 115.00   | \$ 599,725.00   |
| 3                  | Connect to Existing Service                 | 3.00     | EA   | \$ 2,300.00 | \$ 6,900.00     |
| 4                  | 8" Gate Valve & Box - Raised to Grade       | 23.00    | EA   | \$ 2,760.00 | \$ 63,480.00    |
| 5                  | 12" Gate Valves & Box - Raised to Grade     | 22.00    | EA   | \$ 4,400.00 | \$ 96,800.00    |
| 6                  | Fire Hydrant Assembly                       | 14.00    | EA   | \$ 6,150.00 | \$ 86,100.00    |
| 7                  | Double Water Service                        | 55.00    | EA   | \$ 1,900.00 | \$ 104,500.00   |
| 8                  | Single Water Service                        | 23.00    | EA   | \$ 1,400.00 | \$ 32,200.00    |
| 9                  | Pressure Pipe Testing                       | 9,915.00 | LF   | \$ 2.00     | \$ 19,830.00    |
| 10                 | Air Release Valve                           | 3.00     | EA   | \$ 2,200.00 | \$ 6,600.00     |
| 11                 | 16" Steel Encasement Pipe                   | 40.00    | LF   | \$ 154.00   | \$ 6,160.00     |
| 12                 | 12" Foster Adaptors                         | 5.00     | EA   | \$ 285.30   | \$ 1,426.50     |
| 13                 | 8" Bell Restraints                          | 6.00     | EA   | \$ 183.84   | \$ 1,103.04     |
| 14                 | 12" Bell Restraints                         | 13.00    | EA   | \$ 274.73   | \$ 3,571.49     |
| 15                 | Blow-off Connection                         | 2.00     | EA   | \$ 2,400.00 | \$ 4,800.00     |
| Total              |   |          |      |             | \$ 1,333,996.03 |

| LIFT STATION IMPROVEMENTS |  |          |      |               |                |
|---------------------------|--|----------|------|---------------|----------------|
|                           | DESCRIPTION  | QTY.     | UNIT | UNIT PRICE    | COST<br>AMOUNT |
| 1                         | Lift Station Improvements  | 1.00     | LS   | \$ 645,000.00 | \$ 645,000.00  |
| 2                         | 4" C900 DR-21 PVC Force Main and associated appurtenances (All depths) | 1,000.00 | LF   | \$ 35.00      | \$ 35,000.00   |
| 3                         | 8" SDR-26 PVC  | 55.00    | LF   | \$ 131.00     | \$ 7,205.00    |
| 4                         | Connection to existing 4' Manhole                                      | 2.00     | LS   | \$ 4,350.00   | \$ 8,700.00    |
| 5                         | 4' Special Manhole (Vented w/ Filter)                                  | 1.00     | EA   | \$ 13,675.00  | \$ 13,675.00   |
| 6                         | Chainlink Fence  | 220.00   | LF   | \$ 72.00      | \$ 15,840.00   |
| 7                         | Jack & Bore under Existing Banff Culverts                              | 40.00    | LF   | \$ 948.00     | \$ 37,920.00   |
| 8                         | 8" Steel Encasement  | 60.00    | LF   | \$ 82.00      | \$ 4,920.00    |
| 9                         | 18" Ribbon Curb (Lift Station)   | 90.00    | LF   | \$ 16.90      | \$ 1,521.00    |
| 10                        | Wet Well Vent Pipe Redesign Added                                      | 1.00     | LS   | \$ 4,256.25   | \$ 4,256.25    |
| 11                        | Removal of Valve Vault Vent Pipe                                       | 1.00     | LS   | \$ (1,516.23) | \$ (1,516.23)  |
| 12                        | ATS Upcharge for ASCO brand  | 1.00     | LS   | \$ 2,135.00   | \$ 2,135.00    |
| 13                        | Type 2 Concrete Driveway (Lift Station)                                | 1.00     | LS   | \$ 1,860.00   | \$ 1,860.00    |
| 14                        | Lift Station SCADA Integration Improvements                            | 1.00     | LS   | \$ 62,000.00  | \$ 62,000.00   |
| Total                     |  |          |      |               | \$ 838,516.02  |

| WASTEWATER IMPROVEMENTS |   |          |      |             |                |
|-------------------------|---|----------|------|-------------|----------------|
|                         | DESCRIPTION   | QTY.     | UNIT | UNIT PRICE  | COST<br>AMOUNT |
| 1                       | 8" ASTM D3034, SDR 26 PVC (6'-10' Depth)                              | 2,005.00 | LF   | \$ 47.50    | \$ 95,237.50   |
| 2                       | 8" ASTM D3034, SDR 26 PVC (10'-14' Depth)                             | 3,915.00 | LF   | \$ 62.00    | \$ 242,730.00  |
| 3                       | 8" ASTM D3034, SDR 26 PVC (14'+ Depth)                                | 1,180.00 | LF   | \$ 78.00    | \$ 92,040.00   |
| 4                       | 16" Steel Encasement Pipe   | 240.00   | LF   | \$ 154.00   | \$ 36,960.00   |
| 5                       | Double Wastewater Service   | 55.00    | EA   | \$ 2,750.00 | \$ 151,250.00  |
| 6                       | Single Wastewater Service   | 20.00    | EA   | \$ 2,050.00 | \$ 41,000.00   |
| 7                       | 4' Manhole w/ Standard or Bolted Cover - Raised to Grade (All depths) | 33.00    | EA   | \$ 9,150.00 | \$ 301,950.00  |
| Total                   |   |          |      |             | \$ 961,167.50  |

| DRAINAGE IMPROVEMENTS |  |          |      |              |                        |
|-----------------------|--|----------|------|--------------|------------------------|
|                       | DESCRIPTION  | QTY.     | UNIT | UNIT PRICE   | COST<br>AMOUNT         |
| 1                     | 18" RCP (CL III) (includes trenching and backfill)   | 1,845.00 | LF   | \$ 75.00     | \$ 138,375.00          |
| 2                     | 24" RCP (CL III) (includes trenching and backfill)   | 1,400.00 | LF   | \$ 78.00     | \$ 109,200.00          |
| 3                     | 30" RCP (CL III) (includes trenching and backfill)   | 1,100.00 | LF   | \$ 98.00     | \$ 107,800.00          |
| 4                     | 36" RCP (CL III) (includes trenching and backfill)   | 1,330.00 | LF   | \$ 137.00    | \$ 182,210.00          |
| 5                     | 4' X 3' RCB (includes trenching and backfill)        | 135.00   | LF   | \$ 311.00    | \$ 41,985.00           |
| 6                     | 5' X 3' RCB (includes trenching and backfill)        | 70.00    | LF   | \$ 389.00    | \$ 27,230.00           |
| 7                     | (4) - 8' X 3' RCB (includes trenching and backfill)  | 520.00   | LF   | \$ 770.00    | \$ 400,400.00          |
| 8                     | (2) - 8' X 3' RCB (includes trenching and backfill)  | 160.00   | LF   | \$ 755.00    | \$ 120,800.00          |
| 9                     | 10' Curb Inlet                                       | 52.00    | EA   | \$ 6,300.00  | \$ 327,600.00          |
| 10                    | 48" Diameter Storm Sewer Manhole                     | 1.00     | EA   | \$ 5,900.00  | \$ 5,900.00            |
| 11                    | 48" Diameter Tee Storm Sewer Manhole                 | 2.00     | EA   | \$ 7,100.00  | \$ 14,200.00           |
| 12                    | 4' Box Storm Sewer Manhole                           | 4.00     | EA   | \$ 4,800.00  | \$ 19,200.00           |
| 13                    | 5' Box Storm Sewer Manhole                           | 6.00     | EA   | \$ 5,450.00  | \$ 32,700.00           |
| 14                    | 6' Box Storm Sewer Manhole                           | 4.00     | EA   | \$ 6,600.00  | \$ 26,400.00           |
| 15                    | 7' Box Storm Sewer Manhole                           | 1.00     | EA   | \$ 14,300.00 | \$ 14,300.00           |
| 16                    | TXDOT Headwall w/ 1 - 18" RCP                        | 1.00     | EA   | \$ 3,975.00  | \$ 3,975.00            |
| 17                    | TXDOT Headwall w/ 1 - 24" RCP                        | 1.00     | EA   | \$ 15,200.00 | \$ 15,200.00           |
| 18                    | TXDOT Headwall w/ 1 - 5' X 3' RCB                    | 1.00     | EA   | \$ 13,000.00 | \$ 13,000.00           |
| 19                    | TXDOT Headwall w/ 2 - 8' X 3' RCB                    | 2.00     | EA   | \$ 31,100.00 | \$ 62,200.00           |
| 20                    | TXDOT Headwall w/ 4 - 8' X 3' RCB                    | 4.00     | EA   | \$ 29,000.00 | \$ 116,000.00          |
| 21                    | Demo and Extend Existing Banff TXDOT Headwall        | 1.00     | EA   | \$ 5,800.00  | \$ 5,800.00            |
| 22                    | 5' Trickle Channel (6" Thick)                        | 2,400.00 | LF   | \$ 54.00     | \$ 129,600.00          |
| 23                    | Dry Rock Riprap (D50 = 12")                          | 4,180.00 | SY   | \$ 79.00     | \$ 330,220.00          |
| 24                    | Concrete Riprap                                      | 81.00    | SY   | \$ 81.00     | \$ 6,561.00            |
| 25                    | Safety End Treatment (S.E.T.) at Storm Drain Outfall | 1.00     | EA   | \$ 4,950.00  | \$ 4,950.00            |
|                       |  |          |      | <b>Total</b> | <b>\$ 2,255,806.00</b> |

| INTERIOR STREET IMPROVEMENTS |   |           |      |              |                        |
|------------------------------|---|-----------|------|--------------|------------------------|
|                              | DESCRIPTION   | QTY.      | UNIT | UNIT PRICE   | COST<br>AMOUNT         |
| 1                            | 2" HMA TY D (Minor Collector)                                 | 9,760.00  | SY   | \$ 16.00     | \$ 156,160.00          |
| 2                            | 11" Crushed Limestone Base (3' Behind Curb) (Minor Collector) | 11,090.00 | SY   | \$ 9.50      | \$ 105,355.00          |
| 3                            | Subgrade Prep (3' Behind Curb) (Minor Collector)              | 11,090.00 | SY   | \$ 1.80      | \$ 19,962.00           |
| 4                            | 2" HMA TY D (Local)   | 16,495.00 | SY   | \$ 16.00     | \$ 263,920.00          |
| 5                            | 8" Crushed Limestone Base (3' Behind Curb) (Local)            | 18,743.00 | SY   | \$ 6.75      | \$ 126,515.25          |
| 6                            | Subgrade Prep (3' Behind Curb) (Local)                        | 18,743.00 | SY   | \$ 1.80      | \$ 33,737.40           |
| 7                            | 8" LIME STABILIZATION (MINOR COLLECTOR)                       | 9,156.00  | SY   | \$ 8.50      | \$ 77,826.00           |
| 8                            | 8" LIME STABILIZATION (LOCAL RESIDENTIAL)                     | 13,014.00 | SY   | \$ 8.50      | \$ 110,619.00          |
| 9                            | TXDOT Handrail  | 610.00    | LF   | \$ 175.00    | \$ 106,750.00          |
| 10                           | Street End Barricades   | 1.00      | EA   | \$ 1,050.00  | \$ 1,050.00            |
| 11                           | Concrete Sidewalk (4' Width)                                  | 1,200.00  | LF   | \$ 23.00     | \$ 27,600.00           |
| 12                           | Concrete Sidewalk (5' Width)                                  | 850.00    | LF   | \$ 28.00     | \$ 23,800.00           |
| 13                           | ADA Curb Ramp   | 44.00     | EA   | \$ 1,125.00  | \$ 49,500.00           |
| 14                           | 24" Reinforced Concrete Curb/Gutter                           | 13,705.00 | LF   | \$ 17.00     | \$ 232,985.00          |
| 15                           | Street Signs & Pavement Striping                              | 1.00      | LS   | \$ 30,350.00 | \$ 30,350.00           |
|                              |   |           |      | <b>Total</b> | <b>\$ 1,366,129.65</b> |

| OPAL LANE STREET IMPROVEMENTS |   |           |      |              |                      |
|-------------------------------|---|-----------|------|--------------|----------------------|
|                               | DESCRIPTION   | QTY.      | UNIT | UNIT PRICE   | COST<br>AMOUNT       |
| 1                             | 2" HMA TY D (Minor Collector)                                 | 4,611.00  | SY   | \$ 17.75     | \$ 81,845.25         |
| 2                             | 11" Crushed Limestone Base (3' Behind Curb) (Minor Collector) | 5,250.00  | SY   | \$ 9.50      | \$ 49,875.00         |
| 3                             | Subgrade Prep (3' Behind Curb) (Minor Collector)              | 5,250.00  | SY   | \$ 1.80      | \$ 9,450.00          |
| 4                             | 24" Reinforced Concrete Curb/Gutter                           | 1,425.00  | LF   | \$ 17.00     | \$ 24,225.00         |
| 5                             | ROW Revegetation  | 14,900.00 | SY   | \$ 1.00      | \$ 14,900.00         |
| 6                             | Street Sign & Pavement Striping                               | 1.00      | LS   | \$ 6,150.00  | \$ 6,150.00          |
| 7                             | Street End Barricades   | 1.00      | EA   | \$ 1,050.00  | \$ 1,050.00          |
| 8                             | 18" RCP (CL III) (includes trenching and backfill)            | 100.00    | LF   | \$ 65.00     | \$ 6,500.00          |
| 9                             | Safety End Treatment (S.E.T.) as Storm Drain Outfall          | 2.00      | EA   | \$ 3,960.00  | \$ 7,920.00          |
| 10                            | Dry Rock Riprap (D50 = 5")                                    | 54.00     | SY   | \$ 54.00     | \$ 2,916.00          |
| 11                            | Concrete Riprap   | 5.00      | SY   | \$ 90.00     | \$ 450.00            |
| 12                            | TXDOT Headwall w/ 4 - 18" RCP                                 | 2.00      | EA   | \$ 7,950.00  | \$ 15,900.00         |
| 13                            | Added Chevrons  | 1.00      | LS   | \$ 3,450.00  | \$ 3,450.00          |
| 14                            | 8" LIME STABILIZATION (OPAL LANE)                             | 5,250.00  | SY   | \$ 8.50      | \$ 44,625.00         |
| 15                            | TXDOT Guardrail   | 100.00    | LF   | \$ 102.00    | \$ 10,200.00         |
| 16                            | Concrete Rip Rap Revision                                     | 1.00      | LS   | \$ 13,698.80 | \$ 13,698.80         |
| 17                            | Dry Rock Riprap   | 17.00     | SY   | \$ 54.00     | \$ 918.00            |
|                               |   |           |      | <b>Total</b> | <b>\$ 294,073.05</b> |

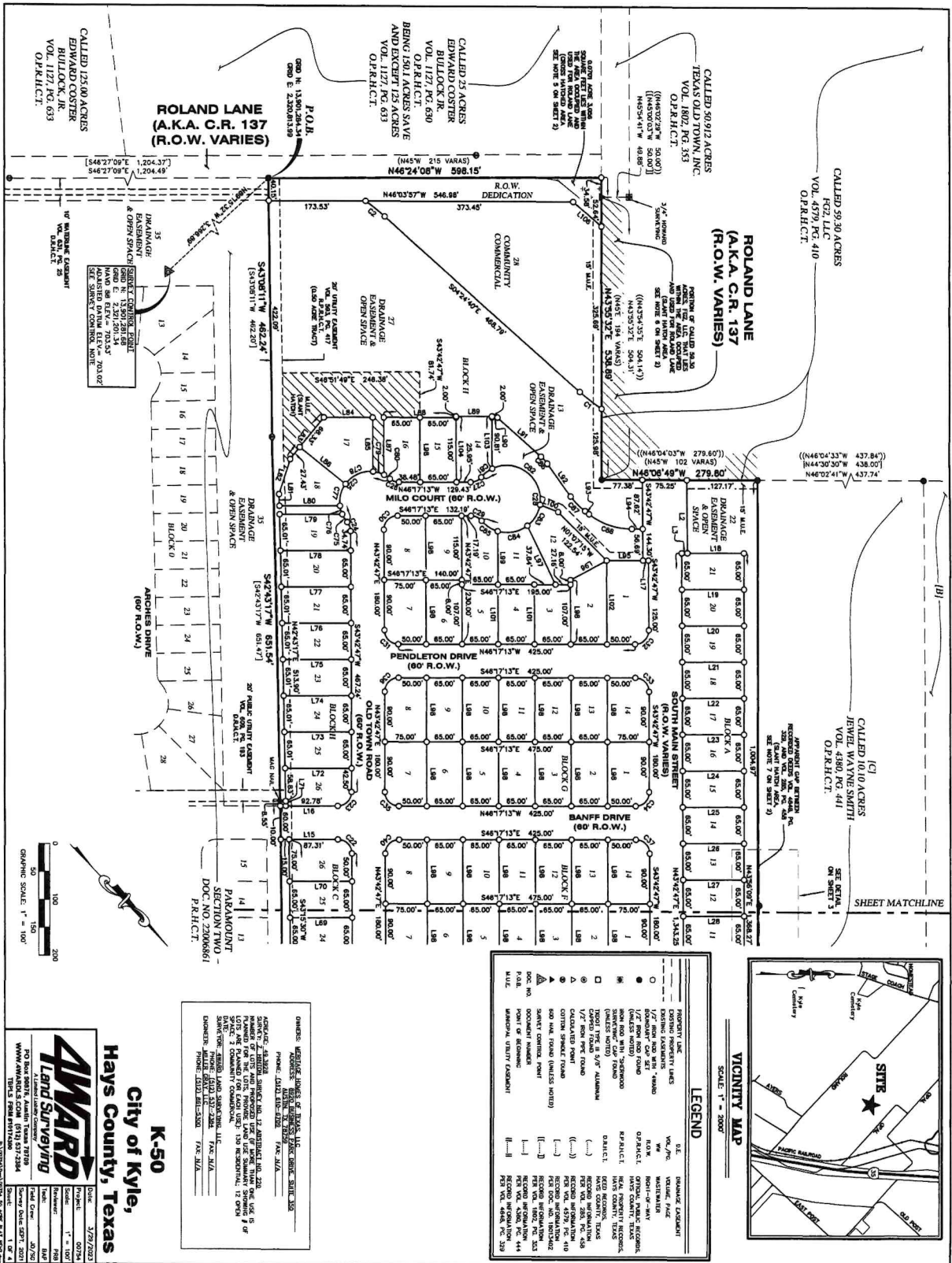
| TOTAL CONSTRUCTION COSTS |                               |             |                 |
|--------------------------|-------------------------------|-------------|-----------------|
| ITEM                     | DESCRIPTION                   | COST AMOUNT |                 |
|                          | WATER IMPROVEMENTS            | \$          | 1,333,996.03    |
|                          | LIFT STATION IMPROVEMENTS     | \$          | 838,516.02      |
|                          | WASTEWATER IMPROVEMENTS       | \$          | 961,167.50      |
|                          | DRAINAGE IMPROVEMENTS         | \$          | 2,255,806.00    |
|                          | INTERIOR STREET IMPROVEMENTS  | \$          | 1,366,129.65    |
|                          | OPAL LANE STREET IMPROVEMENTS | \$          | 294,073.05      |
|                          |                               | GRAND TOTAL | \$ 7,049,688.25 |
|                          |                               | 2 YRS @ 35% | \$ 2,467,390.89 |

*MATT CROWNING*

Project Manager - Five Star Civil Construction

**EXHIBIT C**

**SUBDIVISION MAP**







KNOW ALL MEN BY THESE PRESENTS, THAT MERIAGE HOUSES OF TEXAS, L.L.C., OWNER OF 49,392.8 ACRES (2,151.54 SQUARE FEET) OUT OF THE T. MURTON SURVEY NO. 12, ABSTRACT NO. 220 AND THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473 IN HAYS COUNTY, TEXAS, AND BEING ALL OF A CERTAIN 49,392.8 ACRE TRACT CONVEYED TO MERIAGE HOUSES OF TEXAS, L.L.C., BY DEED IN DOC. NO. 210,001 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SURRENDER THIS PROPERTY IN ACCORDANCE WITH THE PLAN SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO CLAIMED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, AND TO BE KNOWN AS:

HERITAGE WINES OF TEXAS, LLC  
8820 BUSINESS PARK DRIVE, SUITE 350  
AUSTIN, TX 78759

COUNTY OF ITASCA 1  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, ON THIS THE 30 DAY OF NOVEMBER, 2023 BY ELIOT  
ADAMS, REPRESENTATIVE OF HERITAGE HOMES OF TEXAS, LLC, ON BEHALF OF SAID CORPORATION.  
*Elyse P. Lindner*  
NOTARY PUBLIC, STATE OF TEXAS

 CATHERINE GOODSON  
NOTARY PUBLIC  
MY COM. EX. 111337480  
EXP. 08/2025

 CATHERINE COASTON  
NABRY ID #12519200  
My Commission Expires  
December 9, 2023

**LEGAL DESCRIPTION**  
CONTAINING 48.1028 ACRES (2.151548 SQUARE F

HAVING A DESCRIPTION OF A TRACT OR LAND CONTAINING 49,3928 ACRES (7,151,546 SQUARE FEET) OF THE 2ND BEING SURETY NO. 12, AIRSTRACK NO. 220, IN HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 49,3928 ACRES TRACT OF LAND CONVEYED TO HERITAGE HOMES FOR TEXAS IN DOCUMENT NO. 210,0712 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (P.P.R.C.1), SAID 49,3928 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

[illegible][illegible][illegible][illegible]

GENERAL NOTES:  
1) NO LOT IN THIS

1. NO LOT OR SUBDIVISION SHALL BE OCCUPIED UNTIL THE CITY OF KYLE WATER AND SEWER DEPARTMENT HAS REVIEWED THE SUBDIVISION SHALL BE OCCUPIED UNTIL THE CITY OF KYLE WATER AND SEWER DEPARTMENT HAS REVIEWED THE SUBDIVISION.
2. WATER AND WASTEWATER SYSTEMS, INCLUDING METERS, SERVING THE SUBDIVISION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KYLE STANDARDS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF KYLE UTILITY DEPARTMENT FOR REVIEW.
3. ALL SEWERS, DRAINAGE, STORMWATER, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KYLE STANDARDS.
4. NO BUILDING, DRIVE, LANDSCAPING OR OTHER SOIL STRUCTURES ARE PERMITTED IN DRAINAGE EXISTENTS UNLESS AS APPROVED BY CITY OF KYLE.
5. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EXISTENTS AS MAY BE NECESSARY AND SHALL NOT PERMIT ACCESS BY GOVERNMENTAL AGENCY.
6. ALL DRAINAGE EXISTENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS OR ASSIGNEES. DESTROYING OR DAMAGING DRAINAGE EXISTENTS IS PROHIBITED.
7. SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCES.

[illegible]

12) ALL LOTS CONTAINED IN THIS SUBDIVISION AND USERS THEREOF SHALL HAVE RECIPROCAL ACCESS FOR INGRESS AND EGRESS THROUGH ALL DRIVE LAKES, FIRE LAKES, AND DRAINWAYS.

|                                     |   |
|-------------------------------------|---|
| WASTEWATER<br>ELECTRIC<br>TELEPHONE | CITY OF KYLE<br>FEDERALS ELECTRIC COMPANY<br>SPECTRUM |
|-------------------------------------|---|

[illegible][illegible][illegible]

**ENGINEER'S CERTIFICATE:**  
I, TRAVIS WILSON, A LICENSE

1. TRAVIS WILSON, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DETERMINED BY FEMA FIRM PANEL 48209C0365F DATED SEPTEMBER 2, 2005.

TRAVIS WILSON P.E.  
 REGISTERED PROFESSIONAL ENGINEER NO. 97307  
 MILLER GRAY, LLC  
 7320 N. AUSTIN EXPRESSWAY  
 SUITE 703  
 AUSTIN, TEXAS 78731

DATE 3/6/2023

STATE OF TEXAS  
 J. TRAVIS WILSON  
 97307  
 LICENSED ENGINEER

**SURVEYOR'S CERTIFICATE:**  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN. THIS PLAN COMPLETS WITH ORDINANCE #439 OF THE CITY CODE OF KYLE.

3-20-27

DATE

JASON WARD, R.P.L.  
TEXAS REGISTRATION NO. 5811  
WARD ROAD SHERRETT  
2201 WOODWARD STREET, SUITE 2201  
AUSTIN, TEXAS 78745

STATE OF TEXAS  
COUNTY OF DALLAS  
JASON WARD  
5811  
NOTARIAL SEAL

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

DATED, THIS 24 DAY OF April, 2023 A.D.

CHAIRPERSON ALB DATE 4/15/23

REMOVED BY: J156-72

REMOVED BY: \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS  
 DATE: 7/14/65

3/31/73  
 DATE

STATE OF TEXAS  
COUNTY OF HAYS

FOR RECORD IN MY OFFICE ON THE 17 day of April 20<sup>23</sup> AT 12:01 O'CLOCK P.M.,  
I, ELAINE H. CORDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY  
THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION  
WAS FILED

AND DULY RECORDED ON THE 17 DAY OF April, 2023 A.D.,  
AT 1201 O'CLOCK P M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN  
BOOK 23012995

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE 17  
DAY OF April 2023 A.D.

Elaine H. Cardenas by Crystal Beaton Deputy  
ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

73

**R-30**  
**City of Kyle,**

Hays County, Texas  
Date: 3/29/

**WARD**  
and Surviving

**PO Box 90876, Austin, Texas 78708**  
**WWW.AWARDS.COM (512) 537-2384**  
**T8P4LS FR84 #10174300**

Field Crew: **2**  
 Survey Date: **SEP.**  
 Sheet: **4**

P:\00734\00734\_501 NAME PLATE

P:\00754\00754\_50 ACCT PLAT\_REV2.dwg



# CITY OF KYLE, TEXAS

E. FM 150 Lighting - \$83,736.90

Meeting Date: 11/14/2023

Date time: 7:00 PM

**Subject/Recommendation:** A Resolution of the City of Kyle, Texas, approving a Utilities Agreement between the City of Kyle and PEDERNALES ELECTRIC COOPERATIVE, INC., Johnson City, TX for the installation of lighting along E. FM 150 in the amount not to exceed \$83,736.90 which includes a 20% contingency; authorizing the City Manager to execute the agreement. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Please see attached memo for additional information.

**Legal Notes:**

**Budget Information:** Funding in the amount of \$83,736.90 is available in the approved Capital Improvements Plan budget for Fiscal Year 2023-2024 as follows:

- 1150-68512-572220 \$83,736.90 Street Improvement Fund

---

## ATTACHMENTS:

### **Description**

- ☐ Presentation
- ☐ Department Memo
- ☐ FM 150 Safety Lighting Map
- ☐ FM 150 Safety Lighting List
- ☐ PEC Memo
- ☐ Resolution
- ☐ (DRAFT) Utility Agreement

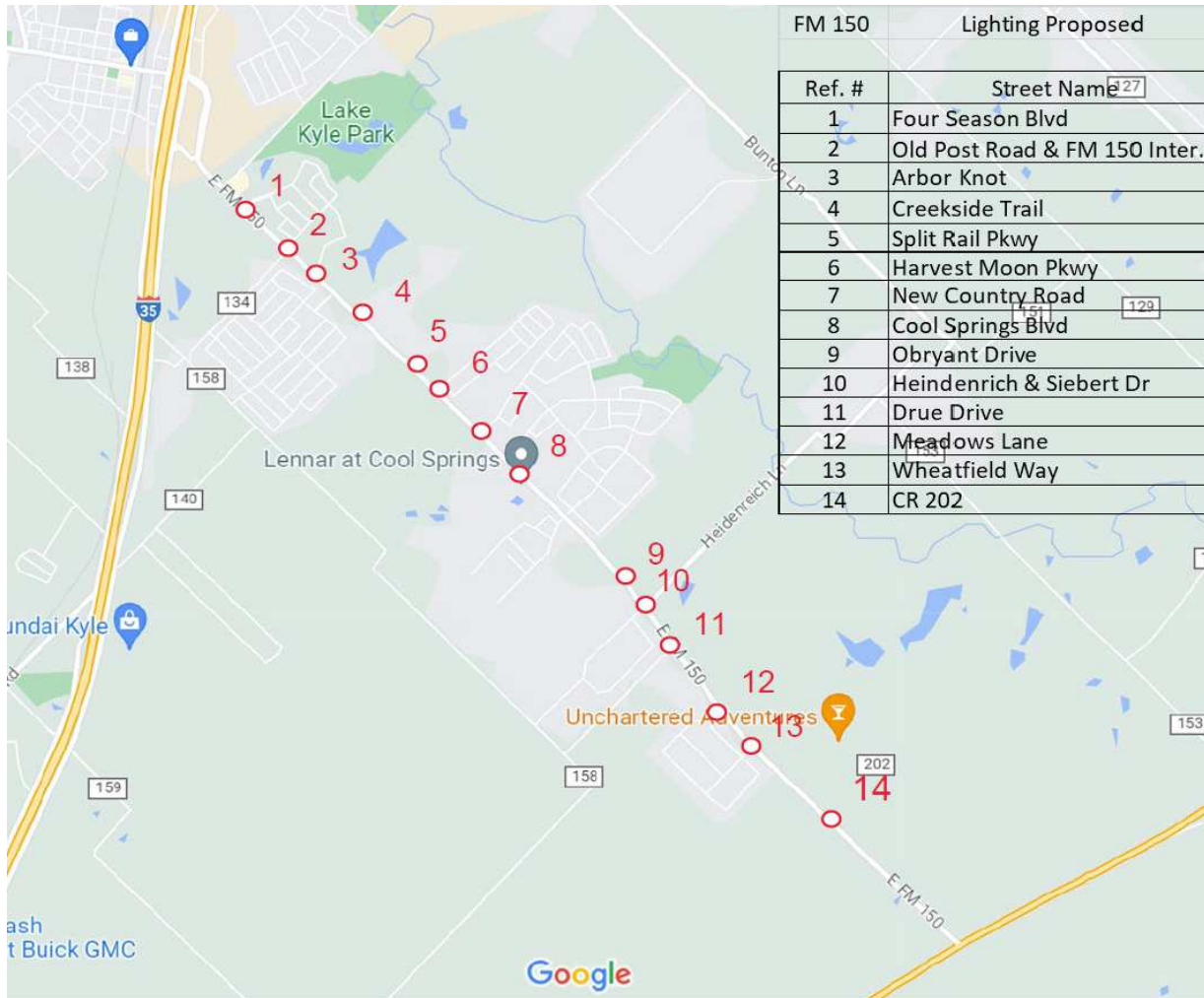
# E. FM 150 Lighting

Engineering



# Summary

- December 20, 2022, CIP Presentation. Council direction to City Engineer to research cost for installing lighting along E. FM 150 from Lehman to SH 21.
- May 16, 2023. Council direction to staff to look into installing temporary lighting along E. FM 150.



# Recommendation

- Staff recommends City Council to authorize payment to PEC in the amount of \$69,780.75. Staff recommends including a 20% contingency, for unexpected costs for the design, materials, and costs associated with the installation of lighting.

# Options

## **Option 1:**

- Authorize engineering staff to communicate with PEC to issue a work order and to invoice the City.

## **Option 2:**

- Do not authorize execution of a work order.



---

**City Council Regular Meeting**

DEPARTMENT: Engineering

FROM: Jo Ann Garcia

MEETING: November 14, 2023

---

**SUBJECT:**

Consider approval of a contract with PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC), Johnson City, TX in the amount of \$83,736.90 which includes a 20% contingency for installation of lighting along E. FM 150 from Lehman to SH 21.

**SUMMARY:**

Council directed staff to look at adding lighting along E. FM 150, from Lehman to SH 21.

Site inspections were performed.

Along E. FM 150 it was determined lighting could be installed on existing Pedernales Electric Cooperative, Inc. (PEC) poles. PEC was contacted and a site visit with PEC's representatives, Lamar Technical Services, Inc. was conducted. With PEC's authorization, Lamar Technical Services, Inc. developed the estimate of cost of \$69,780.75 for the design, materials, and installation of lighting at 14 intersections.

**OPTIONS:**

Option 1:

- Council authorizes engineering staff to communicate with PEC to issue a work order and to invoice the City.

Option 2:

- Do not approve the execution of a work order.

**RECOMMENDATION:**

Staff recommends City Council to authorize payment to PEC in the amount of \$69,780.75. Staff recommends including a 20% contingency, for unexpected costs for the design, materials, and costs associated with the installation of lighting.

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

December 20, 2022 CIP Presentation. Council direction to City Engineer to research cost for installing lighting along E. FM 150 from Lehman to SH 21.

May 16, 2023. Council direction to staff to look into installing temporary lighting along FM 150.



FISCAL IMPACT:

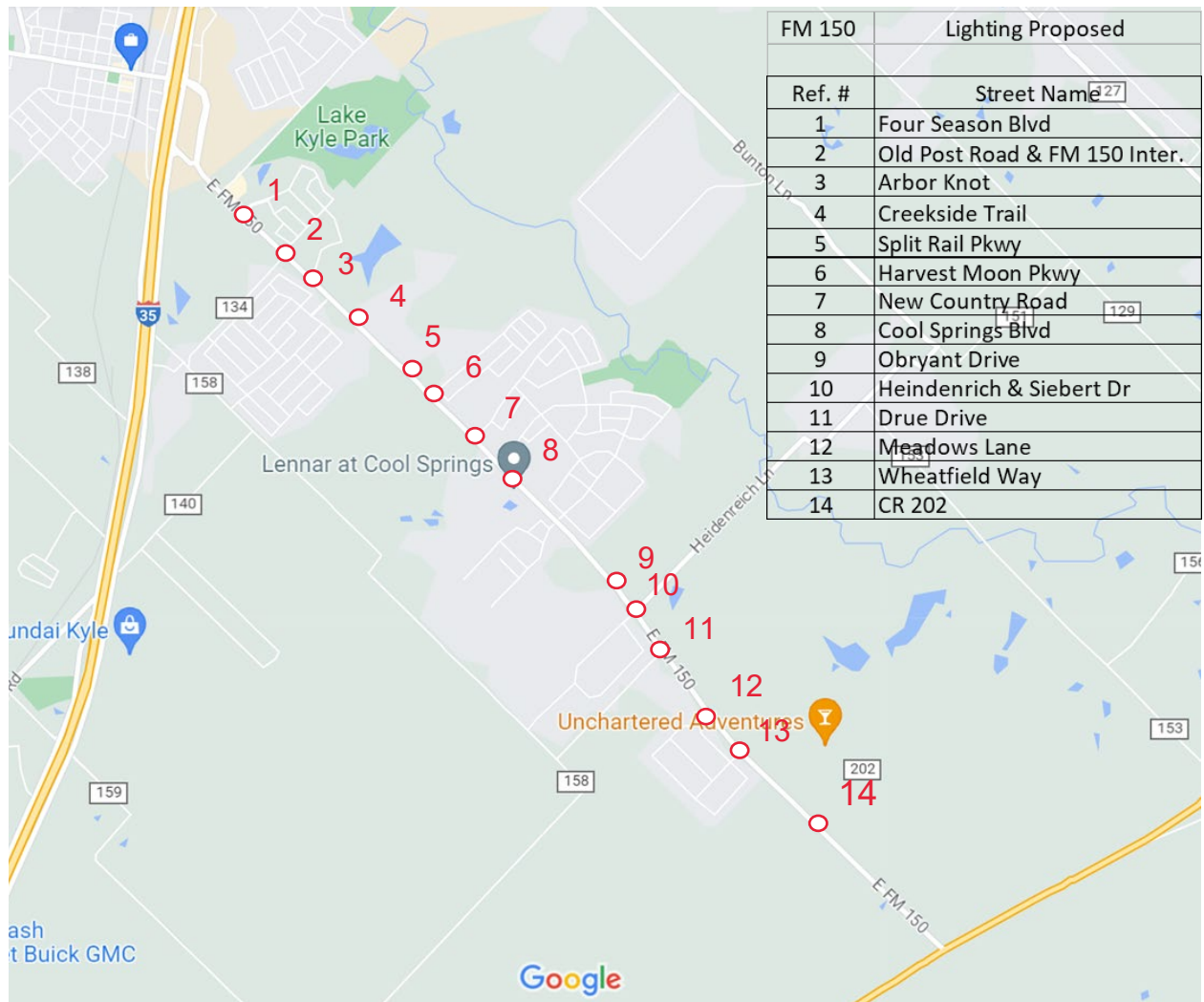
Payment to PEC in the maximum amount of \$83,736.90.

STAFF CONTACT:

Name: Jo Ann Garcia, P.E.

Title: Project Manager

[jgarcia@cityofkyle.com](mailto:jgarcia@cityofkyle.com); 512 262 3949



| Ref. # | Street Name                         | Subdivision Name           | Light Address         | Action @ Intersection |  |
|--------|-------------------------------------|----------------------------|-----------------------|-----------------------|--|
| 1      | Lehman                              |                            |                       | 0                     |  |
| 2      | Four Season Blvd                    | Four Seasons Farm          | 595 E. FM 150         | 1                     |  |
| 3      | Old Post Road & FM 150 Intersection |                            |                       | 2                     |  |
| 4      | Arbor Knot                          | Brookside Estates          | 1001 Arbor Knot Dr    | 1                     |  |
| 5      | Lox Ln & Tobias                     | Post Oak                   | 101 Lox               | 0                     |  |
| 6      | Creekside Trail                     |                            | 98 Creekside          | 2                     | One on existing PEC Poles                |
| 7      | Split Rail Pkwy                     | Sunset Ridge               | 253 Split Rail Pkwy   | 1                     |  |
| 8      | Harvest Moon Pkwy                   | Sunset Ridge               | 103 Harvest Moon Pkwy | 1                     | On existing PEC Poles                    |
| 9      | New Country Road                    | Waterleaf                  | 1680 E FM 150         | 1                     |  |
| 10     | New Bridge Drive& Mineral Springs   | Waterleaf                  | NA                    | 0                     |  |
| 11     | Cool Springs Blvd                   | Cool Springs               | 1950 E FM 150         | 1                     |  |
| 12     | Waterleaf & Woodlands               | Waterleaf & Woodlands Park | NA                    | 0                     |  |
| 13     | Obryant Drive                       |                            | 2605 #B E RR 150      | 2                     | 2nd lite on existing pole                |
| 14     | Traynor Drive                       | Easement Req.              | 106 Traynor Drive     | 0                     |  |
| 15     | Heindenrich & Siebert Dr            | Siebert- Avery Park        | 130 Siebert Drive     | 2                     | 2nd lite on existing pole                |
| 16     | Drue Drive                          |                            | 100 Drue Drive        | 2                     | 2nd lite on existing pole                |
| 17     | Meadows Lane                        | High Meadows               | 3700 E RR 150         | 1                     |  |
| 18     | Wheatfield Way                      | High Meadows               | 3750 E RR 150         | 1                     | 1 new lite on same pole as existing lite |
| 19     | Simon Middle 1st St                 | Public School School Job   | 3839 E FM 150         | 0                     | On existing PEC Poles                    |
| 20     | Simon Middle 2nd Entrance           | Public School School Job   | 3839 E FM 150         | 0                     | On existing PEC Poles                    |
| 21     | Hemphill Elementary 1st Entrance    | Public School School Job   | 3395 E RR 150         | 0                     |  |
| 22     | Hemphill Elementary 2nd Entrance    | Public School School Job   | 3396 E RR 150         | 0                     |  |
| 23     | CR 202                              | County Road                | 3399 E RR 150         | 1                     |  |
| 24     | Farm Field Path                     | Private Drive              | NA                    |                       |  |
| 25     | SH 21                               |                            | NA                    | 0                     |  |



October 13, 2023

City of Kyle  
FM 150 Safety Lighting Project

Dear Ms. Garcia:

Pedernales Electric Cooperative (PEC) acknowledges that the FM 150 Safety Lighting Project is currently pending approval for progression. We appreciate your request for an estimate and an overview of anticipated project details.

Based on the scope of work completed and provided by Lamar Technical Services, the estimated cost for the project is \$69,780.75. The labor and material costs are subject to adjustment to align with current material cost once the project receives approval. Upon approval to proceed, an initial payment will be required to initiate construction. Any remaining cost difference will be due upon full project completion.

The proposed work will be built in stages with PEC installing the poles, transformers, and service attachments. The acquisition of easements for any necessary locations will be the responsibility of the city. The lighting contractors will install the light fixtures once our electrical equipment is in place. All monthly fees associated with each lighting location will be billed separately to the city once the final installations have been completed. All final facilities installations shall meet all of PEC's specifications once the final work has been completed.

If you have any questions, please call the Kyle Planning office at 1-800-868-4791 Extension 7525, Monday through Friday, between 8 a.m. and 5 p.m. or email us at [KylePlanning@peci.com](mailto:KylePlanning@peci.com)

Sincerely,

*Kurt Buckner*

Kurt Buckner  
Director, Regional Operations

KB:ov  
Enclosures

# Statement of Estimated Cost

Itemized Invoice

10/13/2023

Kyle District  
1810 FM 150 West  
Kyle, Texas 78640

**\*\*Estimate is for budgeting purposes only. Cost is subject to change pending approval and completion of work\*\***

| <b>Work Order No.166871</b><br><b>LT_GF10_KYLE FM 150 LIGHTING</b> |             |             |             |
|--|-------------|-------------|-------------|
| DESCRIPTION  | MATERIAL    | LABOR       | AMOUNT      |
| C1-2   | \$328.59    | \$302.85    | \$631.44    |
| C1-3   | \$5,401.08  | \$3,345.70  | \$8,746.78  |
| G135   | \$2,447.73  | \$1,009.47  | \$3,457.20  |
| K18  | \$0.00      | \$504.74    | \$504.74    |
| L2-2.1R3   | \$3,577.73  | \$4,932.02  | \$8,509.75  |
| M2-2   | \$1,355.91  | \$908.53    | \$2,264.44  |
| M5-23.1.1  | \$28.49     | \$72.11     | \$100.60    |
| M5-23.7.1  | \$356.03    | \$793.17    | \$1,149.20  |
| O336 AAC   | \$283.13    | \$522.18    | \$805.31    |
| O4 QP  | \$138.20    | \$653.55    | \$791.75    |
| O795 AAC   | \$2,150.20  | \$3,414.92  | \$5,565.12  |
| P45-3  | \$1,755.84  | \$1,153.69  | \$2,909.53  |
| P50-3  | \$5,585.19  | \$4,239.81  | \$9,825.00  |
| P55-3  | \$947.34    | \$879.69    | \$1,827.03  |
| POLE SET - 7.5 CUB   | \$0.00      | \$129.79    | \$129.79    |
| VG10   | \$11,921.20 | \$10,498.57 | \$22,419.77 |
| ZM5-15B  | \$56.77     | \$86.53     | \$143.30    |
|  |             | SUBTOTAL:   | \$69,780.75 |
|  |             | TAX:        |             |
|  |             | TOTAL:      | \$69,780.75 |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A UTILITIES AGREEMENT BETWEEN THE CITY OF KYLE AND PEDERNALES ELECTRIC COOPERATIVE, INC FOR INSTALLATION OF LIGHTING ALONG E. FM 150; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Kyle, Texas (the “City”) and Pedernales Electric Cooperative, Inc. are parties to that certain Utilities Agreement (the “Agreement”), which governs the work described and executed pursuant to the Agreement;

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

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

**SECTION TWO:** Utilities Agreement attached hereto as Exhibit A and incorporated herein for all purposes is hereby approved, and the City Manager is authorized to execute said Utilities Agreement.

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

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF KYLE, TEXAS:**

---

Jennifer Kirkland, City Secretary

---

Travis Mitchell, Mayor

**EXHIBIT A**  
**Utilities Agreement**

# STANDARD UTILITY AGREEMENT

## FM 150 Intersection Lighting Improvements

FM 150 Intersection Lighting Improvements:

From: Lehman Intersection East  
To: SH 21 Intersection

Project Letting Date: Described in Attachment C.

This Standard Utility Agreement ("Agreement") by and between the City of Kyle, a Texas municipal corporation, ("City") and Pedernales Electric Cooperative, Inc. ("Utility") acting by and through its duly authorized representative, (collectively, "Parties") shall be effective on the date of approval and execution by and on behalf of the City.

**WHEREAS**, the **City** has deemed it necessary to make certain intersection lighting improvements along FM 150 within the right of way of public streets; and

**WHEREAS**, the proposed street improvements will necessitate the adjustment, removal, install, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Install poles, transformers, adjust overhead lines and incidentals to luminate at minimum Four Season Boulevard, Old Post Road, Arbor Knot, Creekside Trail, Split Rail Parkway, Harvest Moon Parkway, New Country Road, Cool Springs Boulevard, Obryant Drive, Heidenrich & Siebert Drive, Drue Drive, Meadows Lane, Wheatfield Way, and CR 202 intersections with FM 150; and more specifically shown in **City's** preliminary project layout and **Utility's** letter with associated estimated costs, are attached hereto as Exhibit "A", (the "Work"); and

**WHEREAS**, the **City** will participate in the costs of the adjustment, removal, install, and/or relocation of certain facilities as provided for herein to the extent as the facility costs may be eligible for City participation; and

**WHEREAS**, the **City**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, install, and relocation of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **City** will reimburse to **Utility** the costs incurred in adjustment, removal, install, and/or relocation of **Utility's** facilities up to the amount of costs eligible for **City** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, install, and relocation of the facility, the development and reimbursement of costs, any

environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules, and regulations. **Utility** shall supply, upon request by the **City**, proof of compliance with federal and state laws, rules, and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation, install, or adjustment costs for the Work by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **City**, or may, with the **City** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work here under will be submitted to **City** not later than 90 days after completion of the work.

Upon execution of this agreement by both parties hereto, the **City** will, by written notice, (executed and completed appropriate Phase Order No. form attached), authorize the **Utility** to perform such work diligently by Phases. A Phase of Work shall not proceed until the City has executed the Standard Utility Agreement Phase Order form for the particular Phase of Work. The City Manager is authorized to execute Phase Order form up to an amount not to exceed eighty six thousand, seven hundred thirty six dollars, and ninety cents, \$83,736.90. Phase Order forms that cause the cost to the City to exceed \$83,736.90 must be approved by the City Council. The cost to be invoiced to the City under this Agreement and the completion date for the Phase of Work shall be set forth in each Phase Order form, and the completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **City** will, upon completion of each Phase of the Work and upon receipt of billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the billing up to the Final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **City** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement

Phase Order No. 1 Form for authorizing development of design, plans, specifications, materials, labor, equipment, construction internally or by sub-contractors: (Exhibit "B").

2. PEC Estimate of Costs (Attachment "A")
3. Utility's Accounting Method (Attachment 'B')

4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C")
5. Statement Covering Contract Work (Attachment "D")
6. Utility Joint Use Acknowledgement and or Utility Installation Request Form (Attachment "E")
7. Eligibility Ratio (Attachment "F")
8. Betterment Calculation and Estimates (Attachment "G")
9. Proof of Property Interest (Attachment "H")

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **City and Utility**.

This agreement is subject to cancellation by the **City** at any time up to the date that work under this agreement has been authorized through an executed Phase Order No. and that such cancellation will not create any liability on the part of the **City**. However, the **City** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **City** may conduct an audit or investigation of any entity receiving funds from the **City** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the **City** to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the **City** with access to any information the **City** considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall Utility or City be considered as or represent itself to be an agent of the other.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

## UTILITY

EXECUTED in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

Title

## CITY OF KYLE

BY: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title



## EXHIBIT A

October 13, 2023

City of Kyle  
FM 150 Safety Lighting Project

Dear Ms. Garcia:

Pedernales Electric Cooperative (PEC) acknowledges that the FM 150 Safety Lighting Project is currently pending approval for progression. We appreciate your request for an estimate and an overview of anticipated project details.

Based on the scope of work completed and provided by Lamar Technical Services, the estimated cost for the project is \$69,780.75. The labor and material costs are subject to adjustment to align with current material cost once the project receives approval. Upon approval to proceed, an initial payment will be required to initiate construction. Any remaining cost difference will be due upon full project completion.

The proposed work will be built in stages with PEC installing the poles, transformers, and service attachments. The acquisition of easements for any necessary locations will be the responsibility of the city. The lighting contractors will install the light fixtures once our electrical equipment is in place. All monthly fees associated with each lighting location will be billed separately to the city once the final installations have been completed. All final facilities installations shall meet all of PEC's specifications once the final work has been completed.

If you have any questions, please call the Kyle Planning office at 1-800-868-4791 Extension 7525, Monday through Friday, between 8 a.m. and 5 p.m. or email us at [KylePlanning@peci.com](mailto:KylePlanning@peci.com)

Sincerely,

*Kurt Buckner*

Kurt Buckner  
Director, Regional Operations

KB:ov  
Enclosures

# Statement of Estimated Cost

Itemized Invoice

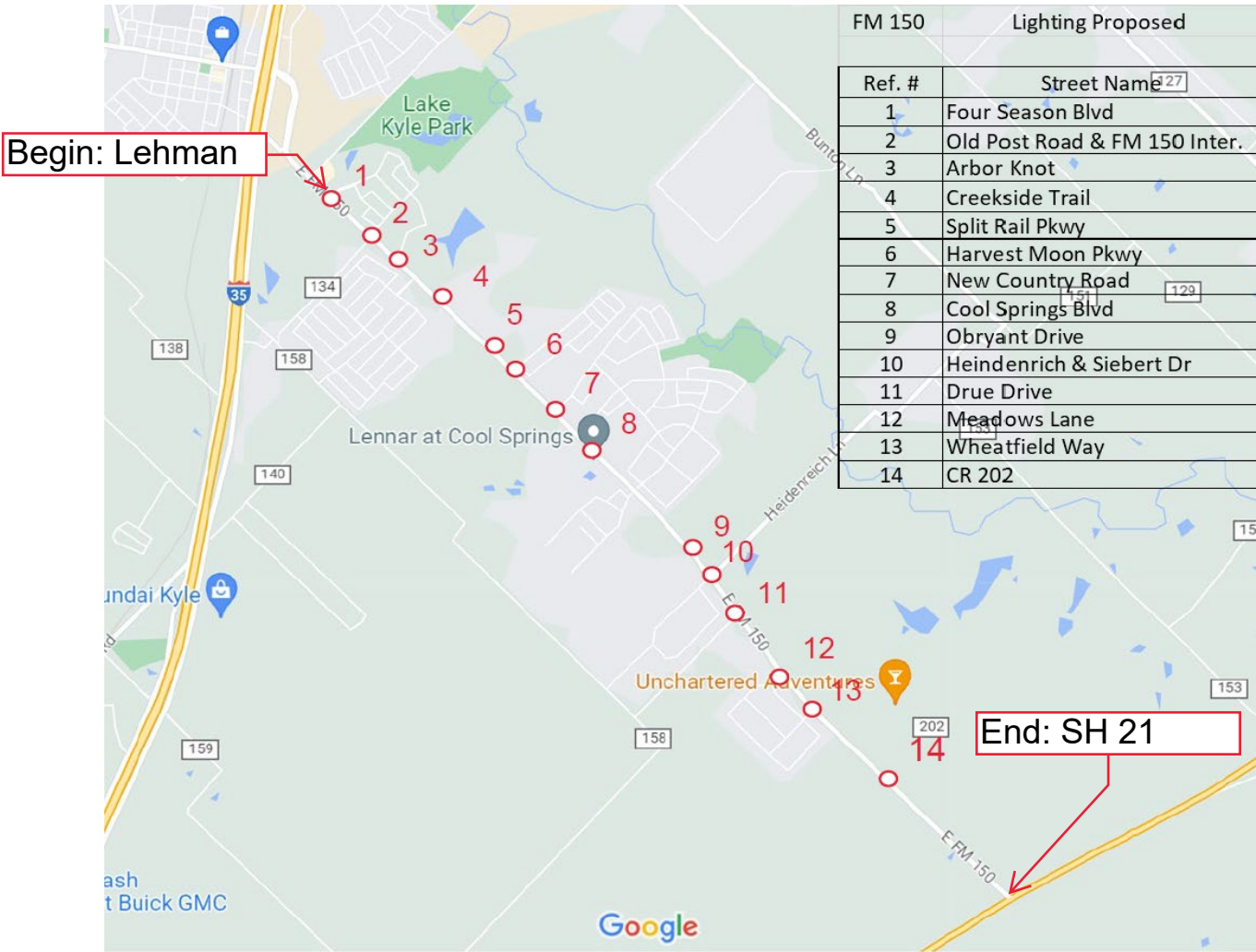
10/13/2023

Kyle District  
1810 FM 150 West  
Kyle, Texas 78640

**\*\*Estimate is for budgeting purposes only. Cost is subject to change pending approval and completion of work\*\***

| <b>Work Order No.166871</b><br><b>LT_GF10_KYLE FM 150 LIGHTING</b> |             |             |             |
|--|-------------|-------------|-------------|
| DESCRIPTION  | MATERIAL    | LABOR       | AMOUNT      |
| C1-2   | \$328.59    | \$302.85    | \$631.44    |
| C1-3   | \$5,401.08  | \$3,345.70  | \$8,746.78  |
| G135   | \$2,447.73  | \$1,009.47  | \$3,457.20  |
| K18  | \$0.00      | \$504.74    | \$504.74    |
| L2-2.1R3   | \$3,577.73  | \$4,932.02  | \$8,509.75  |
| M2-2   | \$1,355.91  | \$908.53    | \$2,264.44  |
| M5-23.1.1  | \$28.49     | \$72.11     | \$100.60    |
| M5-23.7.1  | \$356.03    | \$793.17    | \$1,149.20  |
| O336 AAC   | \$283.13    | \$522.18    | \$805.31    |
| O4 QP  | \$138.20    | \$653.55    | \$791.75    |
| O795 AAC   | \$2,150.20  | \$3,414.92  | \$5,565.12  |
| P45-3  | \$1,755.84  | \$1,153.69  | \$2,909.53  |
| P50-3  | \$5,585.19  | \$4,239.81  | \$9,825.00  |
| P55-3  | \$947.34    | \$879.69    | \$1,827.03  |
| POLE SET - 7.5 CUB   | \$0.00      | \$129.79    | \$129.79    |
| VG10   | \$11,921.20 | \$10,498.57 | \$22,419.77 |
| ZM5-15B  | \$56.77     | \$86.53     | \$143.30    |
|  |             | SUBTOTAL:   | \$69,780.75 |
|  |             | TAX:        |             |
|  |             | TOTAL:      | \$69,780.75 |

FM 150 Intersection Lighting Improvements



## EXHIBIT B

### STANDARD UTILITY PHASE ORDER # 1

Pursuant to the terms and conditions of our Standard Utility Agreement for the adjustment, removal, install, and/or relocation of Pedernales Electric Cooperative, Inc. power lines along and or adjoining FM 150 executed as made effective as of the \_\_\_\_ day of \_\_\_\_\_ (“Contract”) between City of Kyle ("City") and Pedernales Electric Cooperative, Inc. (“Utility”), City hereby requests Utility to perform services and Utility agrees to perform the services:

**Effective Date:** Phase Order No. 1 will be effective on \_\_\_\_\_.

1. Project Identification: FM 150 Intersection Lighting Improvements
2. Project Limits:

From: Lehman Intersection East  
To: SH 21 Intersection

3. Description of Proposed Project: Installation of new lighting on existing poles and new poles as necessary at the following street intersections with FM 150: Four Season Boulevard, Old Post Road, Arbor Knot, Creekside Trail, Split Rail Parkway, Harvest Moon Parkway, New Country Road, Cool Springs Boulevard, Obryant Drive, Heidenrich & Siebert Drive, Drue Drive, Meadows Lane, Wheatfield Way, and CR 202. If during project development Utility determines additional lighting can be installed in Public right of way within the project limits, the Utility will request authorization to install the additional lighting from the City.

A. SCOPE OF SERVICES

Under Phase Order #1, Utility will perform the Preliminary Engineering functions of project development, design the plans and specifications, order materials, schedule labor and equipment internally or by sub-contracting to install lighting at the street intersections identified.

- B. COMPENSATION: It is understood by Utility the City will furnish tax exempt certificates on eligible items.

The method of payment will be consistent with the requirements outlined in the Contract.

- C. SCHEDULE: Utility proposes to complete the scope of work described herein no later than eight months from date Phase Order # 1 signed by both parties.

This Phase Order #1 and the above-referenced Contract constitute the complete understanding of the parties with respect to the Services specified herein.

E. PHASE ORDER SUMMARY:

|                               |    |     |
|-------------------------------|----|-----|
| Previous Phase Orders         | \$ | -0- |
| This Task Order               | \$ |     |
| Total Through This Task Order | \$ |     |

EXECUTED in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

Pedernales Electric Cooperative, Inc.

BY:

\_\_\_\_\_

\_\_\_\_\_

Title

CITY OF KYLE

BY: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

## Attachment "A"

### Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (\*).

- ☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- ☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- ☐ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
- 1) Form 1818 - Material Statement
  - 2) Material Test Reports or Certifications

Initial

Date

City

Initial

Date

Utility

## Attachment “B” Accounting Method



### **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



### **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

City

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility

## Attachment "C" Schedule of Work

Estimated Start Date: \_\_\_\_\_, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Initial      Date  
City

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment "D"

### Statement Covering Contract Work

(ROW-U-48)  
(ROW-U-48-1, if applicable)

#### Construction Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☐ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

#### Engineering Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☐ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- ☐ TxDOT will procure utility consultant.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

City

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility

## **Attachment “E”**

### **Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)**

☐ Utility Joint Use Agreement (ROW–U–JUA)

☐ Utility Installation Review/Permit Number:

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

City

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility

## Attachment “F” Eligibility Ratio

Eligibility Ratio established: 100 %

☒ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

### ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

| Plan Sheet or<br>Page# | In Easement<br>(Eligible)<br>Existing # of Poles<br>or LF | In Public ROW<br>(Ineligible)<br>Existing # of Poles<br>or LF |
|------------------------|---|---|
| 1                      | 0   | 0   |
| 2                      | 84  | 22  |
| 3                      | 90  | 385   |
| 4                      | 238   | 96  |
| Totals                 | 412   | 503   |

|  |        |
|--|--------|
| Total Existing # of Poles or LF (Eligible)   | 412    |
| Total Existing # of Poles or LF (Ineligible)   | 503    |
| Total Existing # of Poles or LF  | 915    |
| Total Existing # of Poles or LF (Eligible)<br>divided by the Total Existing # of Poles or LF | 45.03% |

Initial

Date

Initial

Date

City

Utility

## Attachment “G” Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established:            %  
(Calculation attached and justification below)
- ☐ Forced Betterment  
(Provide supporting documentation)
- ☒ Not Applicable

Elective betterment justification statement:

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

City

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility

## Attachment “H” Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

City

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility



## CITY OF KYLE, TEXAS

### Ratification of contract for Schlemmer & Porter Phase 2 Wastewater Line Project - 13,877.30

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Ratify the Schlemmer and Porter Phase 2 wastewater line project contract with CEDAR HILLS CONSTRUCTION, LLC, Leander, TX for additional asphalt paving, in an amount not to exceed \$13,877.30 and increasing total contract amount not to exceed \$498,619.80. ~ *Leon Barba, P.E., City Engineer*

#### **Other Information:**

#### **Legal Notes:**

**Budget Information:** Funding in the amount of \$13,877.30 is available in the approved capital improvements budget for Fiscal Year 2023-2024 as follows:

- 3410-87400-571311 \$13,877.30 Wastewater Utility Fund

---

#### **ATTACHMENTS:**

##### **Description**

- ☐ Presentation
- ☐ Memo
- ☐ Change Order No. 3

# Ratification of Contract

**Schlemmer & Porter Phase 2 Wastewater Line**

Engineering Department



# Summary

- The Schlemmer and Porter Phase II Wastewater Line Project is a part of the effort to replace and upsize wastewater lines in the downtown area.
- The plan for repairing the road after construction was to patch and repair the asphalt pavement only in the areas that had been excavated.
- Due to the age of the road and width of the road, along with a slightly expanded area of excavation, it was determined that patching the road would not be sufficient.
- In order to keep the project on schedule and provide relief for the citizens along this road, the City Manager authorized the Contractor to perform this work as scheduled on 10/19/2023.

# History

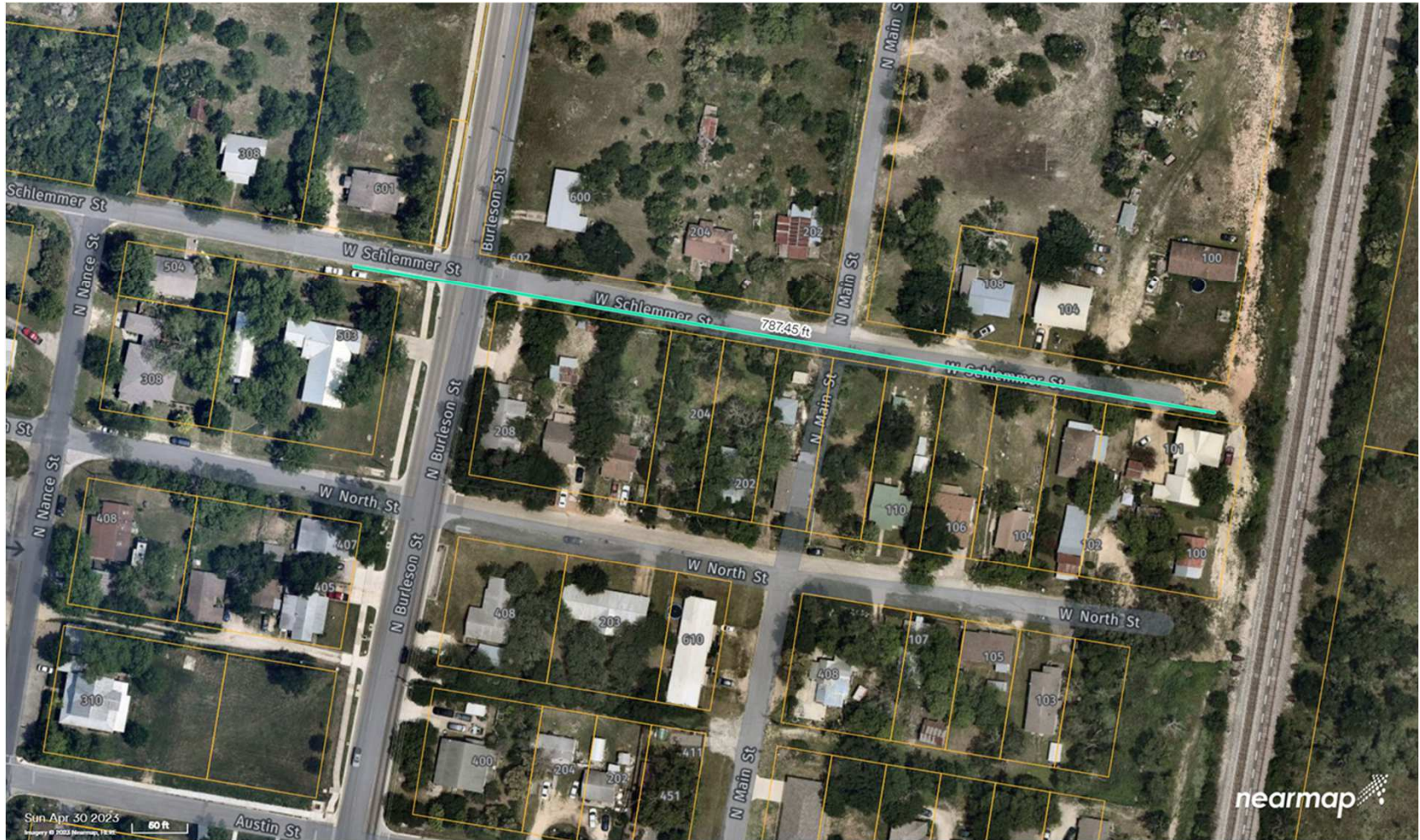
- **Original contract award of \$440,675.00 (included a 10% contingency)**
- **Change Order #1**
  - Amount of \$12,567.96 increasing to \$453,242.96 (2.9%)
  - covers the changes made for the location of the bore across Burleson Street, removal of one manhole, additional cost for deep service connections, and changes made for the line connecting to 101 Schlemmer Street.
- **Change Order #2**
  - Amount of \$6,695.84 increasing to \$459,938.80 (4.4%)
  - covers credits back on another Manhole that was adjusted, additional backflow valves for the service connections, and additional time and length of one sewer service.
- **Change Order #3**
  - Amount of \$38,681.00 increasing to \$498,619.80 (13.1%)
  - Will cover additional cost for asphalt paving

# Staff Recommendation

- Staff recommends ratification of contract with Cedar Hills Construction for the Schlemmer & Porter Phase 2 Wastewater Line project for additional asphalt paving.

Ratification of Contract

4



Ratification of Contract

6

## Schlemmer Street Project Limits

Item # 17



Ratification of Contract

7

## Schlemmer Street Post Excavation Conditions

Item # 17



Ratification of Contract

6

## Schlemmer Street New Asphalt

Item # 17



# CITY OF KYLE

---

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

Kyle, Texas 78640  
Fax (512) 262-3915

## MEMORANDUM

TO: Mayor and City Council

FROM: Bryan Langley, City Manager

DATE: October 25, 2023

SUBJECT: Schlemmer and Porter Phase II Additional Asphalt Paving

The Schlemmer and Porter Phase II Wastewater Line Project is a part of the effort to replace and upsize wastewater lines in the downtown area. The limits of the work on Schlemmer Street for Phase II can be seen in Exhibit A.

The plan for repairing the road after construction was to patch and repair the asphalt pavement only in the areas that had been excavated. Due to the age of the road and width of the road, along with a slightly expanded area of excavation, it was determined that patching the road would not be sufficient. Exhibit B shows the conditions of Schlemmer Street after the excavation. Through talks with the Contractor, Engineer, and City staff, the option to mill the remaining asphalt and overlay 2" asphalt pavement was chosen. The project had an approved budget of \$484,742.50 with a 10% contingency, but after a couple other changes this significant extra quantity of asphalt pavement was going to put us at a final contract amount of \$498,619.80. This requires an additional \$13,877.30 be added to the budget for final completion of the project.

In order to keep the project on schedule and provide relief for the citizens along this road, I authorized the Contractor to perform this work as scheduled on 10/19/2023. Exhibit C shows an example of the pavement finished on Schlemmer Street. An item will be brought before Council at the next City Council Meeting on 11/14/2023 for ratification of the contract to the final amount of \$498,619.80.

Please let me know if you need any additional information.

Xc: Amber Schmeits, Assistant City Manager  
Harper Wilder, Director of Public Works  
Leon Barba, P.E., City Engineer

Attachments: Exhibits A- C



Exhibit A – Schlemmer Street Project Limits



Exhibit B – Schlemmer Street Post Excavation Conditions



Exhibit C – Schlemmer Street New Asphalt



CHANGE ORDER

3

Date: October 31, 2023

**LJA Engineering, Inc.**

Project Name: **Schlemmer and Porter Street Phase 2**  
Project No: **2173-2201**  
Contract Price: **\$459,938.80**  
Project Owner and Address: City of Kyle  
520 Ranch to Market Rd 150, Kyle, TX  
78640  
Date of Contract: **June 19, 2023**  
Contract Time: **125**  
Project Contractor and Address: Cedar Hills Construction  
930 S. Bell BLVD, #306, Cedar Park, TX  
78613


It is agreed to modify the Contract referred to above as follows:

| Item No.: | Description of Changes  | Deduct from Contract | Change in Contract Price | Change in Contract Time |
|-----------|---|----------------------|--------------------------|-------------------------|
| 1.02      | SAWCUT/REMOVE/REPLACE EXIST ASPHALT PAVING & BASE (2" TX340 TYPE D)<br>Add 823 SY @ \$47/SY |                      | \$38,681.00              |                         |
|           |   | \$0.00               | \$38,681.00              | 0                       |

Summary: It is agreed to modify the Contract referred to above as follows:

|   |                     |  |                              |                   |
|---|---------------------|--|------------------------------|-------------------|
| Contract Price prior to this Change Order:              | <b>\$459,938.80</b> | Contract Time prior to this Change Order:              | Substantial (days and date): | October 22, 2023  |
| Net Increase (decrease) of this Change Order:           | <b>\$38,681.00</b>  |  | Final (days and date):       | November 21, 2023 |
| Revised Contract Price with all approved Change Orders: | <b>\$498,619.80</b> | The Contract Time will be increased by:                | 0                            | days              |
|   |                     | Revised Contract Time with all approved Change Orders: | Substantial (days and date): | October 22, 2023  |
|   |                     |  | Final (days and date):       | November 21, 2023 |

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

LJA ENGINEERING  
ENGINEER  
PROJECT ENGINEER10/31/2023  
DATECEDAR HILLS CONSTRUCTION  
CONTRACTOR  
DATE10/31/23  
DATECITY OF KYLE  
OWNER

CITY ENGINEER

DATE



## CITY OF KYLE, TEXAS

STEP grant - PD Matching Funds  
\$3,500.00

Meeting Date: 11/14/2023

Date time: 7:00 PM

**Subject/Recommendation:** Authorize the Chief of Police to accept a Strategic Traffic Enforcement Program (STEP) Commercial Motor Vehicle (CMV) grant in an amount no greater than \$15,200.00 from Texas Department of Transportation (TXDOT) and authorize an estimated 20% matching funding from the Police Department's approved operating budget for FY 2023-2024 in an amount not to exceed \$3,500 to fund the STEP Grant Program for one year beginning October 1, 2023 and ending September 30, 2024. The application for this grant was authorized by the City Council in December 2022. The application was approved by TXDOT on August 1, 2023. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:** Funding in the amount of \$3,500.00 for the City's matching funds required under the grant conditions is available in the approved budget for Fiscal Year 2023-2024 of the Police Department.

---

**ATTACHMENTS:**

**Description**

- ☐ Council Request Language to Accept CMV FY23\_24 NEW FORMAT
- ☐ Google Map CMV ZONE 1 FY23\_24
- ☐ Google Map CMV ZONE 2 FY23\_24
- ☐ Kyle Police Traffic Enforcement Division FY23\_24 STEP CMV Renewal



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department, Traffic Enforcement Division

FROM: Sgt. Tracy Vrana

MEETING: Regular Scheduled City Council Meeting – November 14, 2023

---

**SUBJECT:**

**Request to Accept TXDOT STEP Commercial Motor Vehicle Grant FY23-24**

**SUMMARY:**

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division of the Texas Department of Transportation (TXDOT). STEP enforcement is focused on reducing crashes and crash-related injuries and deaths in and across Texas. Per TXDOT and through (KA) crash data analysis, certain areas of the City of Kyle require focused traffic enforcement to reduce the number of these crashes. TXDOT has determined that the Kyle Police Department is eligible to apply for a STEP-Commercial Motor Vehicle (CMV) grant for FY23-24 to support this effort.

**OPTIONS:**

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to utilize federal funds to increase traffic enforcement for the goal of reducing automobile crashes with an emphasis on those resulting in serious injuries and deaths. This is a STEP CMV grant to fund traffic enforcement for designated zones which are, per TXDOT's KA data, determined to be hotspots for serious crashes. Our hope is that we can bring the number of those motorists killed on our roadways to zero.

**RECOMMENDATION:**

Authorize the Chief of Police to accept a STEP CMV grant in an amount no greater than \$15,200.00: An amount no more than \$12,000.00 will be funded by TXDOT and an estimated match funding by the City in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2023 and ending September 30, 2024.

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

Authorization to apply for this grant was approved by City Council during a regular City Council meeting on December 20, 2022.

**FISCAL IMPACT:**



---

The approximated 20% match will be covered by fringe benefits percentages at the officers' overtime rate and pulled from the police department's overtime fund.

STAFF CONTACT:

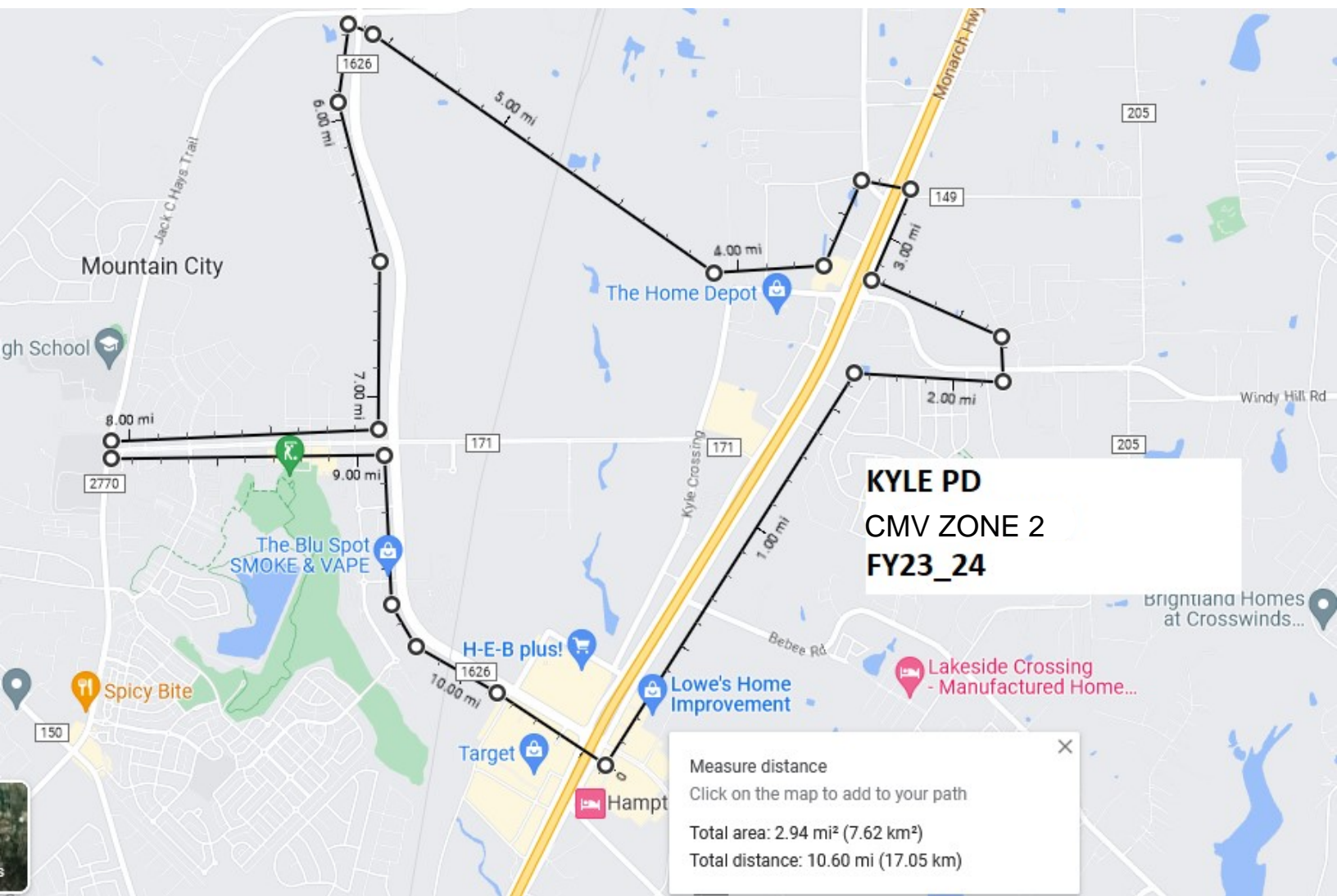
Name: Tracy Vrana

Title: Traffic Sergeant

Email: [Tvrana@cityofkyle.com](mailto:Tvrana@cityofkyle.com)

Phone: 512.268.0859





# Kyle Police Department

**TXDOT STEP Grant (CMV) Renewal FY23-24**

TRAFFIC ENFORCEMENT DIVISON



# STEP (CMV) Agreement Provisions

- This is a renewal agreement for a TXDOT STEP grant specifically for CMV (commercial motor vehicle) enforcement.
- Approximate 80% (State funds) / 20% match (City).
- Runs from October 1, 2023 – September 30, 2024.
- The CMV grant focuses on large trucks, large trailers and buses to reinforce safety for motorists.

# STEP (CMV) Agreement Provisions

- Approximately 190 enforcement hours.
- TXDOT funds \$11,948 .00
- Fringe benefits used to cover match.
- Enforcement areas are high intensity roadways (IH35, FM1626, FM150, Kohlers Crossing)

# Purpose

- Enables officer staffing to focus on large commercial vehicles
- Mitigate crashes
- Protect roadway infrastructure
- Provides an intelligence conduit for criminal activity

**FY23-24 TXDOT CMV STEP GRANT RENEWAL | 3**



# Common Violations

- Unsafe and faulty equipment
- Unsecure loads
- No or insufficient insurance
- No or fraudulent CDL
- Illegal business operations



# FY22-23 ENFORCEMENT RESULTS

- 260 Stops
- 400 violations
- 16 tows (unsafe equipment or illegal operation)



**FY23-24 TXDOT CMV STEP GRANT RENEWAL | 5**



**END**

**FY23-24 TXDOT CMV STEP GRANT RENEWAL | 6**



# CITY OF KYLE, TEXAS

## Repealing Juvenile Curfew

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas Repealing Chapter 23 – Miscellaneous Offenses, Article III. Curfew for Minors; Providing open meeting clauses; Providing an effective date; and Providing for related matters. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ City Council Regular Meeting Staff Report Template
- ☐ CoK Powerpoint template Ordinance
- ☐ Ordinance Repealing Juvenile Curfew



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

SUBJECT:

Ordinance of the City of Kyle Repealing Chapter 23- Miscellaneous offenses, article III. Curfew for minors; providing open meeting clauses; and providing effective date for related matters.

SUMMARY:

House Bill 1819 bans local governments from enforcing curfews for minors, which research shows are ineffective at reducing crime. House bill 1819 went into effect on September 1, 2023.

OPTIONS:

N/A

RECOMMENDATION:

Pass and approve the repeal of Chapter 23 – Miscellaneous Offenses, Article III. Curfew for Minors is repealed and can be listed as Reserved.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512-268-0859

# Repeal of Chapter 23

## Curfews for Minors

Kyle Police Department



# House Bill 1819

- Bans local government from enforcing curfews for minors.
- HB 1819 went into effect on September 1, 2023

Repeal of Chapter 23 Pg 1

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS REPEALING  
CHAPTER 23 – MISCELLANEOUS OFFENSES, ARTICLE III. CURFEW  
FOR MINORS; PROVIDING OPEN MEETING CLAUSES; PROVIDING  
AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, House Bill 1819 bans local governments from enforcing curfews for minors, which research shows are ineffective at reducing crime; and

**WHEREAS**, House Bill 1819 went into effect on September 1, 2023;

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

**Section 1. Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**Section 2. Repealed.** Chapter 23 – Miscellaneous Offenses, Article III. Curfew for Minors is repealed and can be listed as Reserved.

**Section 3. Severability.** If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

**Section 5. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in the manner set forth in and required by the Local Gov't Code.

**Section 6. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on this 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

## MOU San Marcos PD - Narcotics Trafficking

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a resolution authorizing the Chief of Police to enter into a Memorandum of Understanding between the City of Kyle Police Department and the City of San Marcos Police Department for the purpose of enhancing its abilities to deter illicit narcotics trafficking and possession by multiplying the number of officers/detectives on hand to conduct narcotics and criminal investigations in both cities. ~ *Jeff Barnett, Chief of Police*

### **Other Information:**

### **Legal Notes:**

### **Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ City Council Regular Meeting Staff Report MOU SM
- ☐ CoK Powerpoint template MOU
- ☐ Template Contract Approval Resolution MOU
- ☐ 2023-06 MOU SMPD October 2023



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

SUBJECT:

Request approval for Memorandum of Understanding between City of Kyle Police Department and the City of San Marcos Police Department.

SUMMARY:

This Memorandum of Understanding (MOU) is entered into by and between the City of San Marcos Police Department (SMPD) and the City of Kyle Police Department (KPD) to enhance its' abilities to deter illicit narcotics trafficking and possession by multiplying the number of officers/detectives on hand to conduct these investigations in both cities.

For law enforcement purposes associated with this MOU, officers of each police department are granted full peace officer authority in each respective city: The City of San Marcos, TX and The City of Kyle, TX.

OPTIONS:

N/A

RECOMMENDATION:

Authorize Chief Jeff Barnett to approve MOU.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512-268-0859

# Memorandum of Understanding

Between KPD and SMPD (MOU)

Kyle Police Department



# Memorandum of Understanding

- WHEREAS, illicit narcotics trafficking, and possession poses an immediate and direct threat to public safety within the City of Kyle and the City of San Marcos;
- WHEREAS, police officers in both cities work diligently to serve and protect the citizens in their respective cities;
- WHEREAS, investigations into illicit narcotic trafficking and possession span across agencies and cities;
- WHEREAS, interagency cooperation between the police departments of the City of Kyle and the City of San Marcos is in the best interest of public safety;

# MOU Purpose

- This Memorandum of Understanding (MOU) is entered into by and between the City of San Marcos Police Department (SMPD) and the City of Kyle Police Department (KPD) to enhance its' abilities to deter illicit narcotics trafficking and possession by multiplying the amount of officers/detectives on hand to conduct these investigations in both cities.

# No Additional Funding Requested

- Funds for those expenditures for equipment, supplies, and operation of the Narcotics Division will be provided by the respective agencies.



**FENTANYL  
IS FATAL**  
FATAL IS FOREVER

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KYLE AND THE CITY OF SAN MARCOS; AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, illicit narcotics trafficking and possession poses an immediate and direct threat to public safety within the City of Kyle and the City of San Marcos; and

**WHEREAS**, police officers in both cities work diligently to serve and protect the citizens in their respective cities; and

**WHEREAS**, investigations into illicit narcotic trafficking and possession span across agencies and cities; and

**WHEREAS**, interagency cooperation between the police departments of the City of Kyle and the City of San Marcos is in the best interest of public safety.

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

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

**SECTION TWO:** The Memorandum of Understanding between the City of Kyle, Texas and The City of San Marcos Police Department, Texas attached hereto as Exhibit A and incorporated herein for all purposes is hereby approved, and the Chief of Police is authorized to execute said Agreement.

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

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
**ATTEST:** **CITY OF KYLE, TEXAS:**

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# EXHIBIT A

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
KYLE POLICE DEPARTMENT AND THE CITY OF SAN MARCOS  
POLICE DEPARTMENT**

WHEREAS, illicit narcotics trafficking and possession poses an immediate and direct threat to public safety within the City of Kyle and the City of San Marcos;

WHEREAS, police officers in both cities work diligently to serve and protect the citizens in their respective cities;

WHEREAS, investigations into illicit narcotic trafficking and possession span across agencies and cities;

WHEREAS, interagency cooperation between the police departments of the City of Kyle and the City of San Marcos is in the best interest of public safety;

**A. PURPOSE.**

This Memorandum of Understanding (MOU) is entered into by and between the City of San Marcos Police Department (SMPD) and the City of Kyle Police Department (KPD) to enhance its' abilities to deter illicit narcotics trafficking and possession by multiplying the amount of officers/detectives on hand to conduct these investigations in both cities.

**B. GRANTS OF AUTHORITY.**

For law enforcement purposes associated with this MOU, officers of each police department are granted full peace officer authority in each respective city: The City of San Marcos, TX and The City of Kyle, TX.

**C. ROLES AND RESPONSIBILITIES.**

The City of San Marcos Police Department currently staffs four (4) Narcotics Detectives and one (1) Sergeant Supervisor. The unit, the San Marcos Police Department Narcotics Division (ND) is located at SMPD Headquarters, 2300 IH 35 South, San Marcos, Texas 78666. The City of Kyle Police Department staffs two (2) Narcotics Detectives from their department, with the hopes of adding additional members in the future (herein after the KPD Narcotics Detectives).

**D. NARCOTICS DIVISION SUPERVISION:**

The day-to-day supervision of the ND will be the responsibility of the ND Sergeant. Ultimately, the ND Sergeant will report to the SMPD Police Chief or his designee and the KPD Chief or his designee.

**E. NARCOTICS DIVISION RESPONSIBILITIES.**

- (a) The Narcotics Division will conduct investigations and enforcement activities pertaining to violations of local, state, and federal controlled substance laws and regulations, and other activity associated with these violations.
- (b) The Narcotics Division will cooperate with other law enforcement agencies in the investigation of criminal cases, and in the seizure and disposition of assets under state and federal asset forfeiture laws and regulations, in accordance with agreements approved by the heads of each agency.
- (c) The Narcotics Division will cooperate with the Hays County District Attorney, other District Attorneys, and United States Attorneys in the prosecution of criminal cases and in the disposition of forfeited assets, in accordance with agreements approved by the both Chiefs of Police and respective prosecutors.

**F. CASE INVESTIGATIONS:**

- (a) All investigations opened will be assigned a Narcotics Division case number, and other case numbers as needed for KPD, regardless in which city the offense occurred or is occurring.
- (b) All evidence seized during a Narcotics Division investigation will be processed, packaged and secured in an evidence locker at SMPD Headquarters unless approved by the ND Supervisor.
- (c) All assets seized (currency and property) will be processed, packaged, and secured in an evidence locker at SMPD Headquarters or in the secured parking lot within SMPD Headquarters.

**ASSET FORFEITURE:**

The purpose of this section is to set forth the terms, conditions, and responsibilities of the parties associated with asset forfeiture and its disbursements while working in partnership with the San

Marcos Police Department Narcotics Division. With this partnership comes logistical issues (Asset Forfeiture) that this agreement settles, to wit:

- (a) The parties agree that SMPD Narcotics Division investigations wherein the KPD Narcotics Detectives are the “Lead Case Agent”, assigned to the SMPD Narcotics Division, shall result in the full award proceeds being given to the City of Kyle, regardless of where the seizure occurred.
- (b) The KPD Narcotics Detectives will complete all asset forfeiture paperwork as per SMPD Narcotics Division policy and utilize an SMPD Narcotics Division case number. A KPD may also be obtained if necessary for KPD documentation purposes.
- (c) All evidence, proceeds, property, or vehicles will continue to be secured within the evidence section of the San Marcos Police Department.
- (d) The SMPD Narcotics Sergeant will facilitate a transfer of awarded funds by requesting a check from the City of San Marcos for the full amount of the awarded sum, to then be made payable to the Kyle Police Department to be deposited into their Asset/Forfeiture account. This process has been authorized by the City of San Marcos Director of Public Safety and the City of San Marcos Finance Department.
- (e) The awarded sums are calculated by the Hays County District Attorney’s Office after the civil process has been completed. A Disbursement Report, judgements, invoices, disbursement worksheet, and a Case Index Report is sent to the SMPD ND Sergeant for proper record keeping. These reports can be evaluated and audited at any time.

**G. FUNDING AND EXPENDITURES:**

- (a) Funds for those expenditures for equipment, supplies, and operation of the Narcotics Division listed below will be provided by the respective agencies.
  - 1. Salaries, benefits, and insurance of assigned personnel.
  - 2. Vehicles and operating expenses for assigned personnel.
  - 3. Portable radio equipment and operating expenses for such.
  - 4. Liability insurance coverage for assigned personnel.
  - 5. Overtime pay and benefits for assigned personnel.
  - 6. Non- Narcotics Division related training required by the agencies.
  - 7. Non-Narcotics Division related travel required by the agencies.

(b) Funds for those expenditures for shared necessities such as: supplies, equipment, and operation of the Narcotics Division listed below will be made jointly comprised of cash contributions by the respective agencies. At the beginning of each fiscal year, SMPD will make a request to KPD for \$1,000 for the KPD Narcotics Detective.

1. Purchase of evidence, purchase of information and other investigative expenses.
2. Investigative equipment such as pen registers, scales, cameras, or recorders.
3. Surveillance and undercover vehicles and operating expenses.
4. Miscellaneous expenses directly related to Narcotics Division responsibilities.

#### **H. TERM AND TERMINATION:**

- (a) This memorandum of understanding shall remain in force an effect for annual periods effective each \_\_\_\_\_ unless either party gives the other party written notice of its intention to terminate the ICC at least 90 days in advance of an anniversary of that date.

Upon any termination of this ICC, all outstanding Narcotics Division expenses shall be paid in accordance with Section G herein. Any remaining asset forfeitures still not awarded as of the termination of this ICC, will be paid to the Kyle Police Department in the form of check once the awarded amount has been finalized by the Hays County District Attorney's Office.

This Memorandum of Understanding is the complete agreement between **The City of San Marcos Police Department** and **The City of Kyle Police Department** and may be amended only by written agreement signed by each of the parties involved.

Attached to this ICC will be the Policy Manual and Standard Operating Procedures of the San Marcos Police Department Narcotics Division.

*<Signatures on Next Page>*

**SAN MARCOS POLICE DEPARTMENT**

SMPD Chief of Police: \_\_\_\_\_  
Signature                      Print Name and Title                      Date

**KYLE POLICE DEPARTMENT**

KPD Chief of Police: \_\_\_\_\_  
Signature                      Print Name and Title                      Date

**CITY OF SAN MARCOS**

COSM DIRECTOR OF PUBLIC SAFETY:

\_\_\_\_\_  
Signature                      Print Name and Title                      Date

COSM Finance:

\_\_\_\_\_  
Signature                      Print Name and Title                      Date



## CITY OF KYLE, TEXAS

LCRA L3Harris two-way radios,  
accessories - \$151,000.00

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Purchase Order in an amount not to exceed \$151,000.00 to the Lower Colorado River Authority (LCRA), for the purchase of thirty-six (36) L3Harris two-way radios with necessary accessories and allowing for trade in of twelve (12) outdated handheld units. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:** Funding in the amount of \$151,000.00 is available in the approved budget for Fiscal Year 2023-2024 of the Police Department as follows:

- 1100-15120-522320 \$151,000.00 General Fund

---

**ATTACHMENTS:**

**Description**

- ☐ City Council Regular Meeting Staff Report Template Radio
- ☐ CoK Powerpoint template Radios
- ☐ 20231020\_Kyle\_PD\_36\_XL-185P-12\_w\_trade-in\_000000006367015 w payment term



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

**SUBJECT:**

Request to purchase XL-185P 700/800 MHz handheld radios from LCRA.

**SUMMARY:**

During the FY24 Budget request, Kyle Police Department was approved to purchase new handheld radios (year two of three).

**OPTIONS:**

N/A

**RECOMMENDATION:**

Authorize Chief Jeff Barnett to use current budget funds to purchase the XL-185p 700/800 MHz handheld radios from LCRA. Total amount requested on the Purchase Order-\$150,091.28.

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

FY23 Kyle Police Department was approved and budgeted to upgrade the radios for the next three years.

**FISCAL IMPACT:**

Use budget code 1100-15120-522320- Approved amount of \$344,000.00

**STAFF CONTACT:**

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512.268.0859

# Radio Upgrade

Use budgeted funds to purchase new radios

Kyle Police Department



# Radio Upgrade Year 2 of 3

- Use current budgeted funds to purchase new radios.
- Total purchase price of new radios is \$150,091.28
- Use budget code 1100-15120-522320



# Proposal

## Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744  
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445  
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299  
 Telecommunications

**Customer:** KYLE POLICE DEPARTMENT  
**Address:** P. O. Box 40  
 Kyle, Texas 78640-0040

**Work Order #:** 000000006367015  
**\*Date:** 10/20/23  
*Pricing is valid through 11/30/2023*

**Statement of Work:** 3296 Kyle Police Department: XL-185P 700 MHz P25 Handhelds

**Purchase Order #: PO:**

**Comments:** XL-185P 700/800 MHz Handheld w/Trade-in of One P5300 Handheld per XL-185P Purchased

### Material

| TASK ID                    | Item       | Description  | Qty | Unit Cost  | Line Cost           |
|----------------------------|------------|--|-----|------------|---------------------|
| 91090                      | 1608007708 | BATTERY, XL200P 5100mAh GTS # HXL200P-LI(H)  | 21  | \$114.44   | \$2,403.27          |
| 91090                      | 1608007774 | ANTENNA, PORTABLE, 764/870 MHz, 1/4 Wave, Part # KRE1011506/2  | 9   | \$29.90    | \$269.10            |
| 91090                      |            | L3Harris XL-185P Handheld, 700/800 MHz P25, System-Full Keypad, Black, P25 Trunking, Phase II TDMA, OTAP, 256 AES/64 DES Encry/Encry Lite, 1/2 Wave Antenna, Battery, Desk Charger, Belt Clip, Storm Lapel Mic w/Emer, Vol Ctrl & 2.5 mm jack, Earpiece        | 18  | \$4,288.36 | \$77,190.51         |
| 91090                      |            | L3Harris XL-185P Handheld, 700/800 MHz P25, System-Full Keypad, Black, P25 Trnkng, Phase II TDMA, OTAP, 256 AES/64 DES Encry/Encry Lite, 1/4 Wave Antenna, Battery, Desk Chrgr, Belt Clip, Storm Lapel Mic w/Emer, Vol Ctrl-2.5 mm jack, Earpc,-trade in P5300 | 12  | \$3,709.91 | \$44,518.94         |
| 91090                      |            | L3Harris XL-185P Handheld, 700/800 MHz P25, System-Full Keypad, Black, P25 Trunking, Phase II TDMA, OTAP, 256 AES/64 DES Encry/Encry Lite, 1/4 Wave Antenna, Battery, Desk Charger, Belt Clip, Storm Lapel Mic w/Emer, Vol Ctrl & 2.5 mm jack, Earpiece        | 6   | \$4,284.91 | \$25,709.47         |
| <b>Material Sub Total:</b> |            |  |     |            | <b>\$150,091.28</b> |

**Labor Total:** \$0.00

**Material Total:** \$150,091.28

**Job Total:** \$150,091.28

### Terms:

Upon acceptance of this proposal, LCRA will invoice Kyle Police Department in the amount of \$75,045.64

Upon delivery of the equipment, LCRA will invoice Kyle Police Department the remaining \$75,045.64

**This is not an invoice - Do not pay**

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.



## CITY OF KYLE, TEXAS

Axon Body Cameras 10-year  
Contract - \$324,904.00

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Resolution of the City of Kyle, Texas, Approving a 10-year contract between the City of Kyle and Axon Enterprises, Inc (Axon) for Body Cameras in an amount not to exceed \$324,904.00; Authorizing the city manager to execute the agreement; and Providing for Open Meetings and other related matters. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:** Funding in the amount of \$74,812.96 due in the first year of the 10-year \$324,904.00 contract is available in the approved Fiscal Year 2023-2024 budget of the Police Department as follows:

- 1100-15120-52210 \$74,812.96 General Fund

Funding for the remainder of the 10-year contract will be provided from future annual approved budget of the Police Department.

---

**ATTACHMENTS:**

**Description**

- ☐ City Council Regular Meeting Staff Report Template AXON
- ☐ CoK Powerpoint AXON
- ☐ Contract Approval Resolution AXON
- ☐ Axon Contract



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

**SUBJECT:**

Request to approve the additional 10- year contract for the OSP7+ and pay the first installment that was approved during the FY 24 budget.

**SUMMARY:**

During the FY24 Budget request, Kyle Police Department was given the budget to obtain the new contract for additional items in OPS7+ AXON for new officers that were not accounted for in the FY23 budget.

**OPTIONS:**

N/A

**RECOMMENDATION:**

Authorize Chief Jeff Barnett to approve the additional 10-year contract and use current budget funds to pay the first installment on the contract. Total amount requested on the Purchase Order-\$74,812.96.

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

FY23 Council approved a 10-year contract with AXON for Body Cameras.

**FISCAL IMPACT:**

Use budget code 1100-15120-553310- Approved amount of \$324,904.00

**STAFF CONTACT:**

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512.268.0859

# Axon Enterprise, INC

## Additional 10-Year Contract Request

Kyle Police Department



# Additional Contract Request

- Additional cameras and tasers are needed due to the increase in sworn staff budgeted in FY23.
- Axon Enterprise, INC is one of the most important tools for Law Enforcement today.
- It allows for quick review of officer's actions when a complaint is filed.
- Axon provides transparency through technology.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A 10-YEAR CONTRACT BETWEEN THE CITY OF KYLE AND AXON ENTERPRISES, INC (AXON); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, Axon provides transparency through technology; and

**WHEREAS**, Axon allows quick review of complaints from citizens; and

**WHEREAS**, Axon provides the needs and expectations in today's society for our Law Enforcement Officers; and

**WHEREAS**, Axon provides immediate officer safety in situations that are necessary for immediate review of body worn cameras.

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

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

**SECTION TWO:** The 10 Year Agreement Contract between the City of Kyle, Texas and Axon Enterprise, INC attached hereto as Exhibit A and incorporated herein for all purposes is hereby approved, and the City Manager is authorized to execute said Agreement.

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

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF KYLE, TEXAS:**

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# EXHIBIT A



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-473240-45223.784MA**

Issued: 10/24/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 112606

Payment Terms: N30

Delivery Method:

| SHIP TO  | BILL TO  |
|--|--|
| Kyle Police Dept.-111 N Front St<br>111 N Front St<br>Kyle,<br>TX<br>78640-4172<br>USA | Kyle Police Dept. - TX<br>100 W Center St<br>Kyle<br>TX<br>78640-9450<br>USA<br>Email: |

| SALES REPRESENTATIVE   | PRIMARY CONTACT   |
|--|---|
| Matt Appelbaum<br>Phone:<br>Email: mappelbaum@axon.com<br>Fax: | Daniel Gooding<br>Phone: (512) 268-0859<br>Email: dgooding@cityofkyle.com<br>Fax: |

### Quote Summary

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 106 Months          |
| <b>TOTAL COST</b>             | <b>\$838,744.16</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$838,744.16</b> |

### Discount Summary

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$2,010.50          |
| <b>TOTAL SAVINGS</b>     | <b>\$213,112.82</b> |

### Payment Summary

| Date     | Subtotal    | Tax    | Total       |
|----------|-------------|--------|-------------|
| Jan 2024 | \$74,812.96 | \$0.00 | \$74,812.96 |
| Nov 2024 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2025 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2026 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2027 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2028 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2029 | \$93,412.40 | \$0.00 | \$93,412.40 |

## Payment Summary

| Date         | Subtotal            | Tax           | Total               |
|--------------|---------------------|---------------|---------------------|
| Nov 2030     | \$93,412.40         | \$0.00        | \$93,412.40         |
| Oct 2031     | \$16,632.00         | \$0.00        | \$16,632.00         |
| Nov 2031     | \$93,412.40         | \$0.00        | \$93,412.40         |
| <b>Total</b> | <b>\$838,744.16</b> | <b>\$0.00</b> | <b>\$838,744.16</b> |

|                        |                |
|------------------------|----------------|
| Quote Unbundled Price: | \$1,051,856.98 |
| Quote List Price:      | \$901,256.42   |
| Quote Subtotal:        | \$838,744.16   |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                                   | Qty | Term | Unbundled | List Price | Net Price   | Subtotal            | Tax           | Total               |
|----------------------------|---|-----|------|-----------|------------|-------------|---------------------|---------------|---------------------|
| <b>Program</b>             |   |     |      |           |            |             |                     |               |                     |
| 73942                      | OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT | 22  | 14   |           | \$54.00    | \$54.00     | \$16,632.00         | \$0.00        | \$16,632.00         |
| 100553                     | TRANSFER CREDIT - SOFTWARE AND SERVICES       | 1   |      |           | \$1.00     | \$27,931.20 | \$27,931.20         | \$0.00        | \$27,931.20         |
| 2022OSP7+Premium10Year     | OFFICER SAFETY PLAN 7 Premium 10 Year         | 22  | 106  | \$404.40  | \$339.82   | \$318.31    | \$742,298.92        | \$0.00        | \$742,298.92        |
| <b>A la Carte Hardware</b> |   |     |      |           |            |             |                     |               |                     |
| AB3C                       | AB3 Camera Bundle                             | 22  |      |           | \$749.00   | \$749.00    | \$16,478.00         | \$0.00        | \$16,478.00         |
| AB3C                       | AB3 Camera Bundle                             | 2   |      |           | \$762.52   | \$0.00      | \$0.00              | \$0.00        | \$0.00              |
| AB3MBD                     | AB3 Multi Bay Dock Bundle                     | 3   |      |           | \$1,638.90 | \$0.00      | \$0.00              | \$0.00        | \$0.00              |
| <b>A la Carte Software</b> |   |     |      |           |            |             |                     |               |                     |
| ProLicense                 | Pro License Bundle                            | 14  | 106  |           | \$46.66    | \$23.86     | \$35,404.04         | \$0.00        | \$35,404.04         |
| <b>Total</b>               |   |     |      |           |            |             | <b>\$838,744.16</b> | <b>\$0.00</b> | <b>\$838,744.16</b> |

## Delivery Schedule

### Hardware

| Bundle                                | Item   | Description  | QTY | Estimated Delivery Date |
|---------------------------------------|--------|--|-----|-------------------------|
| AB3 Camera Bundle                     | 11534  | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 25  | 01/01/2024              |
| AB3 Camera Bundle                     | 11534  | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 3   | 01/01/2024              |
| AB3 Camera Bundle                     | 73202  | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 22  | 01/01/2024              |
| AB3 Camera Bundle                     | 73202  | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 2   | 01/01/2024              |
| AB3 Camera Bundle                     | 74028  | WING CLIP MOUNT, AXON RAPIDLOCK                              | 25  | 01/01/2024              |
| AB3 Camera Bundle                     | 74028  | WING CLIP MOUNT, AXON RAPIDLOCK                              | 3   | 01/01/2024              |
| AB3 Multi Bay Dock Bundle             | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 3   | 01/01/2024              |
| AB3 Multi Bay Dock Bundle             | 71019  | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 3   | 01/01/2024              |
| AB3 Multi Bay Dock Bundle             | 74210  | AXON BODY 3 - 8 BAY DOCK                                     | 3   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100126 | AXON VR TACTICAL BAG   | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100681 | SIGNAL SIDEARM SENSOR  | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100833 | TASER 7 VR CONTROLLER  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100862 | VR - PLACEHOLDER - SIDEARM CONTROLLER                        | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100919 | VR - PLACEHOLDER - HOLSTER T7 CONTROLLER                     | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100920 | VR - PLACEHOLDER- SIDEARM CONTROLLER HOLSTER                 | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20008  | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20018  | TASER BATTERY PACK, TACTICAL                                 | 26  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20160  | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER                | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20296  | VR TABLET  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20297  | VR TABLET CASE   | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20378  | HTC FOCUS 3 VR HEADSET                                       | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 66  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 66  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22177  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22178  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22179  | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS            | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22181  | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS       | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 71019  | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 71044  | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK                  | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 74200  | TASER 6-BAY DOCK AND CORE                                    | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80087  | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)          | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80090  | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 44  | 01/01/2025              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 44  | 01/01/2025              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 44  | 01/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 44  | 01/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22177  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 44  | 01/01/2026              |

## Hardware

| Bundle                                | Item   | Description  | QTY | Estimated Delivery Date |
|---------------------------------------|--------|--|-----|-------------------------|
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22178  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 44  | 01/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100210 | VIRTUAL REALITY TABLET REFRESH ONE                         | 1   | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20373  | VIRTUAL REALITY HEADSET REFRESH ONE                        | 1   | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73309  | AXON CAMERA REFRESH ONE                                    | 22  | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73689  | MULTI-BAY BWC DOCK 1ST REFRESH                             | 3   | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 44  | 01/01/2027              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 44  | 01/01/2027              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 44  | 01/01/2028              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 44  | 01/01/2028              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100211 | VIRTUAL REALITY TABLET REFRESH TWO                         | 1   | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20242  | TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE             | 22  | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20374  | VIRTUAL REALITY HEADSET REFRESH TWO                        | 1   | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73310  | AXON CAMERA REFRESH TWO                                    | 22  | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73688  | MULTI-BAY BWC DOCK 2ND REFRESH                             | 3   | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100212 | VIRTUAL REALITY TABLET REFRESH THREE                       | 1   | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20375  | VIRTUAL REALITY HEADSET REFRESH THREE                      | 1   | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73345  | AXON CAMERA REFRESH THREE                                  | 22  | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73347  | MULTI-BAY BWC DOCK 3RD REFRESH                             | 3   | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73346  | AXON CAMERA REFRESH FOUR                                   | 22  | 11/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73348  | MULTI-BAY BWC DOCK 4TH REFRESH                             | 3   | 11/01/2031              |

## Software

| Bundle                                | Item   | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------------|--------|--|-----|----------------------|--------------------|
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100165 | UNLIMITED 3RD-PARTY STORAGE                | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100590 | MY90 LICENSE                               | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20248  | TASER 7 EVIDENCE.COM LICENSE               | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20248  | TASER 7 EVIDENCE.COM LICENSE               | 1   | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20370  | FULL VR TASER 7 ADD-ON USER ACCESS         | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73478  | REDACTION ASSISTANT USER LICENSE           | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73618  | AXON COMMUNITY REQUEST+ LICENSE            | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73638  | STANDARDS ACCESS LICENSE                   | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73680  | RESPOND DEVICE PLUS LICENSE                | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73686  | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73739  | PERFORMANCE LICENSE                        | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE          | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 85760  | Auto-Transcribe Unlimited Service          | 22  | 02/01/2024           | 11/30/2032         |
| Pro License Bundle                    | 73683  | 10 GB EVIDENCE.COM A-LA-CART STORAGE       | 42  | 02/01/2024           | 11/30/2032         |
| Pro License Bundle                    | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE          | 14  | 02/01/2024           | 11/30/2032         |

## Services

| Bundle                                | Item   | Description                                       | QTY |
|---------------------------------------|--------|---|-----|
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100105 | MY90 SETUP  | 1   |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 11642  | THIRD-PARTY VIDEO SUPPORT LICENSE                 | 22  |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20246  | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 22  |

## Warranties

| Bundle                                | Item   | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------------|--------|--|-----|----------------------|--------------------|
| AB3 Camera Bundle                     | 80496  | EXT WARRANTY, BODY 3 CAMERA                | 2   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100197 | HTC FOCUS 3 VR HEADSET - WARRANTY          | 1   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100213 | VIRTUAL REALITY TABLET - HARDWARE WARRANTY | 1   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80374  | EXT WARRANTY, TASER 7 BATTERY PACK         | 26  | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80395  | EXT WARRANTY, TASER 7 HANDLE               | 22  | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80396  | EXT WARRANTY, TASER 7 SIX BAY DOCK         | 1   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80464  | EXT WARRANTY, CAMERA (TAP)                 | 22  | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80465  | EXT WARRANTY, MULTI-BAY DOCK (TAP)         | 3   | 01/01/2025           | 11/30/2032         |

## Payment Details

| Jan 2024                 |                        |   |     |                    |               |                    |
|--------------------------|------------------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan             | Item                   | Description                             | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 1         | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year   | 22  | \$29,019.66        | \$0.00        | \$29,019.66        |
| Annual Payment 1         | AB3C                   | AB3 Camera Bundle                       | 22  | \$16,478.00        | \$0.00        | \$16,478.00        |
| Annual Payment 1         | AB3C.                  | AB3 Camera Bundle                       | 2   | \$0.00             | \$0.00        | \$0.00             |
| Annual Payment 1         | AB3MBD                 | AB3 Multi Bay Dock Bundle               | 3   | \$0.00             | \$0.00        | \$0.00             |
| Annual Payment 1         | ProLicense             | Pro License Bundle                      | 14  | \$1,384.10         | \$0.00        | \$1,384.10         |
| Invoice Upon Fulfillment | 100553                 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1   | \$27,931.20        | \$0.00        | \$27,931.20        |
| <b>Total</b>             |                        |   |     | <b>\$74,812.96</b> | <b>\$0.00</b> | <b>\$74,812.96</b> |

| Feb 2024                 |                        |                                       |     |               |               |               |
|--------------------------|------------------------|---------------------------------------|-----|---------------|---------------|---------------|
| Invoice Plan             | Item                   | Description                           | Qty | Subtotal      | Tax           | Total         |
| Invoice Upon Fulfillment | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |                        |                                       |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

| Nov 2024         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 2 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 2 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2025         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 3 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 3 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2026         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 4 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 4 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2027         |                        |                                       |     |             |        |             |
|------------------|------------------------|---------------------------------------|-----|-------------|--------|-------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal    | Tax    | Total       |
| Annual Payment 5 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91 | \$0.00 | \$89,159.91 |

| Nov 2027         |            |                    |     |                    |               |                    |
|------------------|------------|--------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item       | Description        | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 5 | ProLicense | Pro License Bundle | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |            |                    |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2028         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 6 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 6 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2029         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 7 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 7 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2030         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 8 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 8 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Oct 2031                 |       |   |     |                    |               |                    |
|--------------------------|-------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan             | Item  | Description                                   | Qty | Subtotal           | Tax           | Total              |
| Invoice Upon Fulfillment | 73942 | OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT | 22  | \$16,632.00        | \$0.00        | \$16,632.00        |
| <b>Total</b>             |       |   |     | <b>\$16,632.00</b> | <b>\$0.00</b> | <b>\$16,632.00</b> |

| Nov 2031         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 9 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 9 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

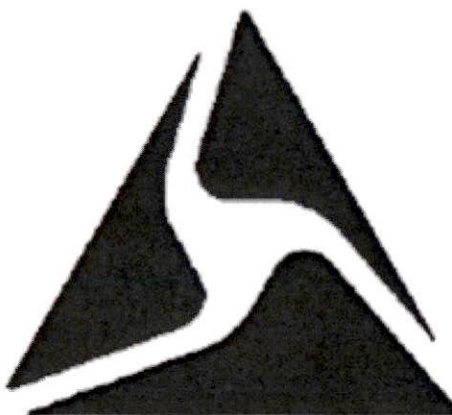
Jeff Band

Signature

10/24/2023

10-24-2023

Date Signed





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-473240-45223.784MA**

Issued: 10/24/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 112606

Payment Terms: N30

Delivery Method:

| SHIP TO  | BILL TO  |
|--|--|
| Kyle Police Dept.-111 N Front St<br>111 N Front St<br>Kyle,<br>TX<br>78640-4172<br>USA | Kyle Police Dept. - TX<br>100 W Center St<br>Kyle<br>TX<br>78640-9450<br>USA<br>Email: |

| SALES REPRESENTATIVE   | PRIMARY CONTACT   |
|--|---|
| Matt Appelbaum<br>Phone:<br>Email: mappelbaum@axon.com<br>Fax: | Daniel Gooding<br>Phone: (512) 268-0859<br>Email: dgooding@cityofkyle.com<br>Fax: |

## Quote Summary

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 106 Months          |
| <b>TOTAL COST</b>             | <b>\$838,744.16</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$838,744.16</b> |

## Discount Summary

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$2,010.50          |
| <b>TOTAL SAVINGS</b>     | <b>\$213,112.82</b> |

## Payment Summary

| Date     | Subtotal    | Tax    | Total       |
|----------|-------------|--------|-------------|
| Jan 2024 | \$74,812.96 | \$0.00 | \$74,812.96 |
| Nov 2024 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2025 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2026 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2027 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2028 | \$93,412.40 | \$0.00 | \$93,412.40 |
| Nov 2029 | \$93,412.40 | \$0.00 | \$93,412.40 |

## Payment Summary

| Date         | Subtotal            | Tax           | Total               |
|--------------|---------------------|---------------|---------------------|
| Nov 2030     | \$93,412.40         | \$0.00        | \$93,412.40         |
| Oct 2031     | \$16,632.00         | \$0.00        | \$16,632.00         |
| Nov 2031     | \$93,412.40         | \$0.00        | \$93,412.40         |
| <b>Total</b> | <b>\$838,744.16</b> | <b>\$0.00</b> | <b>\$838,744.16</b> |

|                        |                |
|------------------------|----------------|
| Quote Unbundled Price: | \$1,051,856.98 |
| Quote List Price:      | \$901,256.42   |
| Quote Subtotal:        | \$838,744.16   |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item.                      | Description                                   | Qty | Term | Unbundled | List Price | Net Price   | Subtotal            | Tax           | Total               |
|----------------------------|---|-----|------|-----------|------------|-------------|---------------------|---------------|---------------------|
| <b>Program</b>             |   |     |      |           |            |             |                     |               |                     |
| 73942                      | OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT | 22  | 14   |           | \$54.00    | \$54.00     | \$16,632.00         | \$0.00        | \$16,632.00         |
| 100553                     | TRANSFER CREDIT - SOFTWARE AND SERVICES       | 1   |      |           | \$1.00     | \$27,931.20 | \$27,931.20         | \$0.00        | \$27,931.20         |
| 2022OSP7+Premium10Year     | OFFICER SAFETY PLAN 7 Premium 10 Year         | 22  | 106  | \$404.40  | \$339.82   | \$318.31    | \$742,298.92        | \$0.00        | \$742,298.92        |
| <b>A la Carte Hardware</b> |   |     |      |           |            |             |                     |               |                     |
| AB3C                       | AB3 Camera Bundle                             | 22  |      |           | \$749.00   | \$749.00    | \$16,478.00         | \$0.00        | \$16,478.00         |
| AB3C                       | AB3 Camera Bundle                             | 2   |      |           | \$762.52   | \$0.00      | \$0.00              | \$0.00        | \$0.00              |
| AB3MBD                     | AB3 Multi Bay Dock Bundle                     | 3   |      |           | \$1,638.90 | \$0.00      | \$0.00              | \$0.00        | \$0.00              |
| <b>A la Carte Software</b> |   |     |      |           |            |             |                     |               |                     |
| ProLicense                 | Pro License Bundle                            | 14  | 106  |           | \$46.66    | \$23.86     | \$35,404.04         | \$0.00        | \$35,404.04         |
| <b>Total</b>               |   |     |      |           |            |             | <b>\$838,744.16</b> | <b>\$0.00</b> | <b>\$838,744.16</b> |

## Delivery Schedule

### Hardware

| Bundle                                | Item   | Description  | QTY | Estimated Delivery Date |
|---------------------------------------|--------|--|-----|-------------------------|
| AB3 Camera Bundle                     | 11534  | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 25  | 01/01/2024              |
| AB3 Camera Bundle                     | 11534  | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       | 3   | 01/01/2024              |
| AB3 Camera Bundle                     | 73202  | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 22  | 01/01/2024              |
| AB3 Camera Bundle                     | 73202  | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK                    | 2   | 01/01/2024              |
| AB3 Camera Bundle                     | 74028  | WING CLIP MOUNT, AXON RAPIDLOCK                              | 25  | 01/01/2024              |
| AB3 Camera Bundle                     | 74028  | WING CLIP MOUNT, AXON RAPIDLOCK                              | 3   | 01/01/2024              |
| AB3 Multi Bay Dock Bundle             | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 3   | 01/01/2024              |
| AB3 Multi Bay Dock Bundle             | 71019  | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 3   | 01/01/2024              |
| AB3 Multi Bay Dock Bundle             | 74210  | AXON BODY 3 - 8 BAY DOCK                                     | 3   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100126 | AXON VR TACTICAL BAG   | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100681 | SIGNAL SIDEARM SENSOR  | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100833 | TASER 7 VR CONTROLLER  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100862 | VR - PLACEHOLDER - SIDEARM CONTROLLER                        | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100919 | VR - PLACEHOLDER - HOLSTER T7 CONTROLLER                     | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100920 | VR - PLACEHOLDER- SIDEARM CONTROLLER HOLSTER                 | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20008  | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20018  | TASER BATTERY PACK, TACTICAL                                 | 26  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20160  | TASER 7 HOLSTER - SAFARILAND, RH+ CART CARRIER               | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20296  | VR TABLET  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20297  | VR TABLET CASE   | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20378  | HTC FOCUS 3 VR HEADSET                                       | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 66  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 66  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22177  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22178  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22179  | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS            | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22181  | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS       | 22  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 71019  | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK  | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 71044  | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK                  | 44  | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 74200  | TASER 6-BAY DOCK AND CORE                                    | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80087  | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)          | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80090  | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7       | 1   | 01/01/2024              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 44  | 01/01/2025              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 44  | 01/01/2025              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             | 44  | 01/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        | 44  | 01/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22177  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      | 44  | 01/01/2026              |

## Hardware

| Bundle                                | Item   | Description  | QTY | Estimated Delivery Date |
|---------------------------------------|--------|--|-----|-------------------------|
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22178  | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 44  | 01/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100210 | VIRTUAL REALITY TABLET REFRESH ONE                         | 1   | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20373  | VIRTUAL REALITY HEADSET REFRESH ONE                        | 1   | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73309  | AXON CAMERA REFRESH ONE                                    | 22  | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73689  | MULTI-BAY BWC DOCK 1ST REFRESH                             | 3   | 07/01/2026              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 44  | 01/01/2027              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 44  | 01/01/2027              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22175  | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 44  | 01/01/2028              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 22176  | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 44  | 01/01/2028              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100211 | VIRTUAL REALITY TABLET REFRESH TWO                         | 1   | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20242  | TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE             | 22  | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20374  | VIRTUAL REALITY HEADSET REFRESH TWO                        | 1   | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73310  | AXON CAMERA REFRESH TWO                                    | 22  | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73688  | MULTI-BAY BWC DOCK 2ND REFRESH                             | 3   | 01/01/2029              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100212 | VIRTUAL REALITY TABLET REFRESH THREE                       | 1   | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20375  | VIRTUAL REALITY HEADSET REFRESH THREE                      | 1   | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73345  | AXON CAMERA REFRESH THREE                                  | 22  | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73347  | MULTI-BAY BWC DOCK 3RD REFRESH                             | 3   | 07/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73346  | AXON CAMERA REFRESH FOUR                                   | 22  | 11/01/2031              |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73348  | MULTI-BAY BWC DOCK 4TH REFRESH                             | 3   | 11/01/2031              |

## Software

| Bundle                                | Item   | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------------|--------|--|-----|----------------------|--------------------|
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100165 | UNLIMITED 3RD-PARTY STORAGE                | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100590 | MY90 LICENSE                               | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20248  | TASER 7 EVIDENCE.COM LICENSE               | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20248  | TASER 7 EVIDENCE.COM LICENSE               | 1   | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20370  | FULL VR TASER 7 ADD-ON USER ACCESS         | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73478  | REDACTION ASSISTANT USER LICENSE           | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73618  | AXON COMMUNITY REQUEST+ LICENSE            | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73638  | STANDARDS ACCESS LICENSE                   | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73680  | RESPOND DEVICE PLUS LICENSE                | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73686  | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73739  | PERFORMANCE LICENSE                        | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE          | 22  | 02/01/2024           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 85760  | Auto-Transcribe Unlimited Service          | 22  | 02/01/2024           | 11/30/2032         |
| Pro License Bundle                    | 73683  | 10 GB EVIDENCE.COM A-LA-CART STORAGE       | 42  | 02/01/2024           | 11/30/2032         |
| Pro License Bundle                    | 73746  | PROFESSIONAL EVIDENCE.COM LICENSE          | 14  | 02/01/2024           | 11/30/2032         |

## Services

| Bundle                                | Item   | Description                                       | QTY |
|---------------------------------------|--------|---|-----|
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100105 | MY90 SETUP  | 1   |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 11642  | THIRD-PARTY VIDEO SUPPORT LICENSE                 | 22  |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 20246  | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 22  |

## Warranties

| Bundle                                | Item   | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------------|--------|--|-----|----------------------|--------------------|
| AB3 Camera Bundle                     | 80496  | EXT WARRANTY, BODY 3 CAMERA                | 2   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100197 | HTC FOCUS 3 VR HEADSET - WARRANTY          | 1   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 100213 | VIRTUAL REALITY TABLET - HARDWARE WARRANTY | 1   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80374  | EXT WARRANTY, TASER 7 BATTERY PACK         | 26  | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80395  | EXT WARRANTY, TASER 7 HANDLE               | 22  | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80396  | EXT WARRANTY, TASER 7 SIX BAY DOCK         | 1   | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80464  | EXT WARRANTY, CAMERA (TAP)                 | 22  | 01/01/2025           | 11/30/2032         |
| OFFICER SAFETY PLAN 7 Premium 10 Year | 80465  | EXT WARRANTY, MULTI-BAY DOCK (TAP)         | 3   | 01/01/2025           | 11/30/2032         |

## Payment Details

| Jan 2024                 |                        |   |     |                    |               |                    |
|--------------------------|------------------------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan             | Item                   | Description                             | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 1         | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year   | 22  | \$29,019.66        | \$0.00        | \$29,019.66        |
| Annual Payment 1         | AB3C                   | AB3 Camera Bundle                       | 22  | \$16,478.00        | \$0.00        | \$16,478.00        |
| Annual Payment 1         | AB3C                   | AB3 Camera Bundle                       | 2   | \$0.00             | \$0.00        | \$0.00             |
| Annual Payment 1         | AB3MBD                 | AB3 Multi Bay Dock Bundle               | 3   | \$0.00             | \$0.00        | \$0.00             |
| Annual Payment 1         | ProLicense             | Pro License Bundle                      | 14  | \$1,384.10         | \$0.00        | \$1,384.10         |
| Invoice Upon Fulfillment | 100553                 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1   | \$27,931.20        | \$0.00        | \$27,931.20        |
| <b>Total</b>             |                        |   |     | <b>\$74,812.96</b> | <b>\$0.00</b> | <b>\$74,812.96</b> |

| Feb 2024                 |                        |                                       |     |               |               |               |
|--------------------------|------------------------|---------------------------------------|-----|---------------|---------------|---------------|
| Invoice Plan             | Item                   | Description                           | Qty | Subtotal      | Tax           | Total         |
| Invoice Upon Fulfillment | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |                        |                                       |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

| Nov 2024         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 2 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 2 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2025         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 3 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 3 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2026         |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 4 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 4 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| Nov 2027         |                        |                                       |     |             |        |             |
|------------------|------------------------|---------------------------------------|-----|-------------|--------|-------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal    | Tax    | Total       |
| Annual Payment 5 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91 | \$0.00 | \$89,159.91 |

| <b>Nov 2027</b>  |            |                    |     |                    |               |                    |
|------------------|------------|--------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item       | Description        | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 5 | ProLicense | Pro License Bundle | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |            |                    |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| <b>Nov 2028</b>  |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 6 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 6 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| <b>Nov 2029</b>  |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 7 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 7 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| <b>Nov 2030</b>  |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 8 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 8 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

| <b>Oct 2031</b>          |       |   |     |                    |               |                    |
|--------------------------|-------|---|-----|--------------------|---------------|--------------------|
| Invoice Plan             | Item  | Description                                   | Qty | Subtotal           | Tax           | Total              |
| Invoice Upon Fulfillment | 73942 | OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT | 22  | \$16,632.00        | \$0.00        | \$16,632.00        |
| <b>Total</b>             |       |   |     | <b>\$16,632.00</b> | <b>\$0.00</b> | <b>\$16,632.00</b> |

| <b>Nov 2031</b>  |                        |                                       |     |                    |               |                    |
|------------------|------------------------|---------------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan     | Item                   | Description                           | Qty | Subtotal           | Tax           | Total              |
| Annual Payment 9 | 2022OSP7+Premium10Year | OFFICER SAFETY PLAN 7 Premium 10 Year | 22  | \$89,159.91        | \$0.00        | \$89,159.91        |
| Annual Payment 9 | ProLicense             | Pro License Bundle                    | 14  | \$4,252.49         | \$0.00        | \$4,252.49         |
| <b>Total</b>     |                        |                                       |     | <b>\$93,412.40</b> | <b>\$0.00</b> | <b>\$93,412.40</b> |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

---

Signature

---

Date Signed

10/24/2023





## CITY OF KYLE, TEXAS

1st Amendment Hays County  
Citizen Reporting System -  
\$14,981.25

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Consider and possible action to approve a Resolution of the City of Kyle, Texas, Approving the First Amendment to the Funding Agreement for the Citizen Reporting System between the City of Kyle and Hays County; Authorizing the City Manager to execute the agreement; and Providing for Open Meetings and other related matters. ~ *Jeff Barnett, Chief of Police*

### **Other Information:**

### **Legal Notes:**

**Budget Information:** Funding for the 1st amendment in the amount of \$14,981.25 is available in the approved budget for Fiscal Year 2023-2024 of the Police Department as follows:

- 1100-15120-553310 \$14,981.25 General Fund

---

### **ATTACHMENTS:**

#### **Description**

- ☐ City Council Regular Meeting Staff Report COPLOGIC
- ☐ CoK Powerpoint template Coplogic
- ☐ Template Contract Approval Resolution Coplogic
- ☐ First Amendment.Hays.City of Kyle.Citizen Reporting System (Partially executed) (1)



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Chief Jeff Barnett

MEETING: November 14, 2023

---

**SUBJECT:**

First Amendment to the Funding agreement between Hays County and The City of Kyle for Purposes of a Hay County Citizen Reporting System.

**SUMMARY:**

Amendment to original contract to increase the City of Kyle's portion of the payment from \$10,225.00 to \$14,891.25, for which the Police Department had \$15,000.00 in the budget for this item in FY23 and instruct the City of Kyle to comply with the applicable federal grant subrecipient requirements.

**OPTIONS:**

N/A

**RECOMMENDATION:**

Authorize the Chief of Police to approve the agreement and use the funds approved during the FY24 budget. The total amount requested is \$14,981.25.

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

Council approved the original agreement between Hays County and The City of Kyle during the FY23 budget for a total of \$15,000.00.

**FISCAL IMPACT:**

Use budget code 1100-15120-522320- Approved amount of \$344,000.00.

**STAFF CONTACT:**

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512.268.0859

# Coplogic Agreement

**First Amendment to the Funding Agreement**

Kyle Police Department



# City of Kyle and Hays County

- City Council approved \$15,000.00 during the FY23 budget year.
- This is the First Amendment to the original agreement from FY23.
- Price increase from \$10,225.00 to \$14,891.25.
- Use current budget funds to pay the City's portion.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING THE FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR THE CITIZEN REPORTING SYSTEM BETWEEN THE CITY OF KYLE AND HAYS COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, Coplogic allows citizens to report non-emergency incidents to law enforcement without leaving their home; and

**WHEREAS**, Coplogic minimizes the citizens encounters with Law Enforcement; and

**WHEREAS**, the system is integrated into the Hays County Records Management which the City of Kyle has access; and

**WHEREAS**, the system creates an efficient workflow with reports that can be addressed by officers in the City of Kyle.

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

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

**SECTION TWO:** The First Amendment to the Funding Agreement between the City of Kyle, Texas and Hays County attached hereto as Exhibit A and incorporated herein for all purposes is hereby approved, and the City Manager is authorized to execute said Agreement.

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

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF KYLE, TEXAS:**

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# EXHIBIT A

**FIRST AMENDMENT**  
**TO THE FUNDING AGREEMENT BETWEEN HAYS COUNTY AND**  
**THE CITY OF KYLE FOR PURPOSES OF A HAYS COUNTY**  
**CITIZEN REPORTING SYSTEM**

This First Amendment to the Funding Agreement Between Hays County and the City of Kyle for Purposes of a Hays County Citizen Reporting System (“Amendment”) is entered into by and between the City of Kyle, Texas (“City”) and Hays County, Texas (“County”), parties to the Interlocal Cooperation Agreement for a Hays County Citizen Reporting System executed on or about February 1, 2022 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective October 24, 2023.

City and County now desire to amend the terms of the Agreement as more particularly set forth below:

**SECTION II. COUNTY PERFORMANCE** is amended as follows:

- A. The County shall utilize the County’s award of the Coronavirus Emergency Supplemental Funding Program related to a Hays County Citizen Reporting System from the Department of Justice Office of Justice Programs Bureau of Justice Assistance in the amount of \$37,094.00, and the County’s Agreement with LexisNexis for the Coplogic Solutions, to assist in providing an online citizen reporting system designed to minimize the encounters between law enforcement officers and citizens in an effort to limit the spread of exposure to COVID-19. Such online reporting system allows citizens to submit non-emergency incidents to law enforcement officials and integrate the reports into the County’s existing Records Management Software to create efficient workflows. City also has access to and utilizes the County’s Records Management Software.
- B. The County shall also comply with any and all applicable federal grant subrecipient requirements as set forth in Exhibit A and any and all federally-funded contract provisions subject to Appendix II, as set forth in Exhibit B. Both Exhibit A and Exhibit B are attached hereto and incorporated herein.

**SECTION IV. CITY PERFORMANCE** is amended as follows:

- A. Notwithstanding any other provision of this Agreement, the City shall fully reimburse the County for the costs associated with the City’s portion of the Hays County Citizen Reporting Software (approximately ~~\$10,225.00~~ **\$14,891.25**), including any price increases set forth by LexisNexis once the above-mentioned grant funds deplete. Funds for the participation in this Agreement have been provided through the Kyle City Council ~~for FY 2023 only~~. This Agreement shall automatically terminate if the City does not appropriate funds to continue this Agreement.
- B. The County shall accordingly invoice the City for any costs related to the City’s portion of the Hays County Citizen Reporting Software. The City shall pay all invoices received from the County within thirty (30) days of receipt. Delay of payment or failure to pay can result in the termination of this Agreement and termination of the services provided to the City by LexisNexis.
- C. The City shall also comply with any and all applicable federal grant subrecipient requirements as set forth in Exhibit A and any and all federally-funded contract provisions subject to Appendix II, as set forth in Exhibit B. Both Exhibit A and Exhibit B are attached hereto and incorporated herein.

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the dates set forth below.

**CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Travis Mitchell, Mayor

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

**HAYS COUNTY, TEXAS**

\_\_\_\_\_  
Ruben Becerra, County Judge

DATE: 10-24-2023

ATTEST:

\_\_\_\_\_  
Elaine H. Cardenas, County Clerk



# **EXHIBIT A**

## **Federal Grant Subrecipient Language**

### **GENERAL OVERVIEW**

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose is to establish a citizen's reporting system in order to provide better availability and efficiency for Citizens to make reports to law enforcement.

1.2 Use of Funds. The City understands that the funds provided to it by the County will be used solely for the payment of the Coplogic Solutions software utilized for citizen reporting.

1.3 Distribution of Grant Funds. The County will pay Grant funds for invoices received during the period that begins on the Effective Date of the original agreement and ends on July 31, 2023. All funding will comply with grant program guidelines and services.

The City (UEI ELD6UZC1B5Y5) agrees to accept the not-to-exceed amount of \$11,148.75 that will be disbursed from the Grant Funds.

### **CITY PERFORMANCE REQUIREMENTS**

2.1 Subrecipient Status. The County and the City agree that the City is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out a part of a Federal program. The City, as a subrecipient, will be responsible for implementation, operation, and maintenance of the Coplogic Solutions software consistent with the terms and conditions of this Agreement and the Coronavirus Emergency Supplemental Funding Program (ALN 16.034 – Award Number 2020-VD-BX-0899 – awarded by United States Department of Justice to Hays County UEI RH4DFY1GC2R3 on May 27, 2020). As a Subrecipient, the City will be responsible for, among other things, taking responsibility for compliance with the Grant and other federal laws.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The City agrees to comply with the above.

2.3 Allowable Expenditures. The City agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The City shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to the expenditures related to the City's use of the Coplogic Solutions software as outlined in the Agreement.

2.4 County Audit. The City agrees to allow the County to review City records to determine their compliance with the terms of this Agreement. The City, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

### **COUNTY PERFORMANCE REQUIREMENTS**

3.1 County Payment Responsibility. After receipt of the City's invoices, the County will endeavor to pay the allowable expenditures as soon as possible. The County shall have no obligation to pay the City any allowable expenses over \$11,148.75 from the Coronavirus Emergency Supplemental Funding Program.

# Exhibit B

## EXHIBIT FOR FEDERALLY-FUNDED CONTRACTS SUBJECT TO APPENDIX II (2 CFR 200)

**TERMINATION FOR CAUSE:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

**TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

**DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

**CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:

- (a) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
- (b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (c) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- (d) To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

**DEBARMENT:** Contractor certifies, to the best of its knowledge and belief, that it and its principals -

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

**BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
- (c) Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

**PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including “procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.” Contractor agrees to ensure the County’s compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, “Recovered Materials” means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.



# CITY OF KYLE, TEXAS

## Relocation Packages - Quail Ridge

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Resolution of the City Council of the City of Kyle, Texas authorizing offer amounts not to exceed \$1,759,000 for the acquisition of 6 parcels and attendant relocation packages for the affected landowners in Quail Ridge for the construction of S. Goforth Road. ~ *Amber Schmeits, Assistant City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Staff Memo
- ☐ Presentation
- ☐ Resolution



---

**City Council Special Called Meeting**

DEPARTMENT: City Management

FROM: Amber Schmeits – Assistant City Manager

MEETING: Tuesday, November 14, 2023

---

**SUBJECT:**

Approve a Resolution of the City Council of the City of Kyle, Texas authorizing an amount not to exceed \$1,759,000 for the relocation packages for the 6 parcels in Quail Ridge for the construction of S. Goforth Road to be reimbursed by the Developer.

**SUMMARY:**

As part of the construction of S. Goforth Road, it was determined that 6 parcels of the Quail Ridge neighborhood would be affected and would need to be acquired by the City in order to have enough right-of-way to construct the road. This road is contemplated on the City's Transportation Master Plan and is to be constructed and paid for by the Developers of the Limestone Creek subdivision.

When the 6 parcels are acquired, the current owners and/or tenants are eligible to receive a relocation package which includes costs to cover moving expenses, incidentals, purchase of new property or rental assistance, searching expenses etc... For all 6 parcels, Stateside Right-of-Way Services has determined the relocation and acquisition costs to be approximately \$1,759,000.00. This expense will be reimbursed to the City by the Developer.

**OPTIONS:**

Approve resolution.

**RECOMMENDATION:**

Staff recommends approval of the resolution.

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

City Council approved selection of right-of-way agents to handle relocation and acquisition of the 6 parcels.

**FISCAL IMPACT:**

\$1,759,000 to be paid by the City and reimbursed by the Developer.



STAFF CONTACT:

Name: Amber Schmeits  
Title: Assistant City Manager  
aschmeits@cityofkyle.com  
512-262-1010

# Quail Ridge Relocation & Acquisition Packages – S. GoForth Road Project

Quail Ridge



# Background

- May 2, 2023 – City Council directs staff to follow up with the residents at Quail Ridge regarding the location of the S. Goforth Road as contemplated in the City's Transportation Master Plan.
- The alignment of S. Goforth Road will impact 6 properties located in the Quail Ridge neighborhood. This portion of the road is to be constructed and paid for by the Developer.
- At Council's direction staff sends letters in English and Spanish to the affected property owners and residents which begins the property acquisition and relocation process.

# Where We Are

- Since May 2, 2023, the City and the City's Right of Way agent have done the following:
  - Delivered notifications about the project and about the property acquisition and relocation process.
  - Performed property surveys.
  - Held discussions with impacted property owners and tenants.
  - Held a party in the park and surveyed residents about neighborhood needs.
  - Performed appraisals of the impacted properties.
  - Identified potential homes that meet or exceed the current living conditions of the impacted owner and/or tenant and federal health and safety regulations.

# Packages

- Depending on the circumstances, impacted owners, tenants, and landlords may qualify for:
  - Delta between appraisal and listing price for comparable home.
  - Replacement housing payment.
  - Move-costs.
  - Re-establishment expenses
  - Searching expenses
  - Move-costs
- Total offers for the 6 impacted properties - \$1,759,000.
- All costs to be borne by Developer.
- Details discussed in Executive Session.

# Recommendation

- Approve a Resolution of the City Council of the City of Kyle, Texas authorizing offer amounts not to exceed \$1,759,000 for the acquisition of 6 parcels and attendant relocation packages for the affected landowners in Quail Ridge for the construction of S. Goforth Road.

# Options

- Approve as recommended.
- Approve with modifications to the packages offered.
- Deny.

# Questions?



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,  
TEXAS APPROVING MAKING OFFERS FOR ACQUISITION OF  
PROPERTIES AND ATTENDANT RELOCATION ASSISTANCE  
PACKAGES FOR AFFECTED LANDOWNERS FOR SIX PROPERTIES  
NECESSARY FOR THE GOFORTH ROAD EXTENSION PROJECT;  
FINDING THAT THE MEETING IS OPEN TO THE PUBLIC AND  
NOTICED PROPERLY; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, the City of Kyle has determined it is necessary to extend GoForth Road; and

**WHEREAS**, the GoForth Road Extension Project will require the acquisition of six (6) pieces of real property in the Quail Ridge Subdivision, resulting in the displacement of six (6) landowners; and

**WHEREAS**, the City's intent is to fully comply with the Uniform Relocation Assistance Act ("URA") and ensure that each displaced landowner is compensated at full fair market value for their property and is also given the ability to find suitable replacement housing at least as good as that in which they are currently residing, regardless of the fair market value of their current properties, all pursuant to Texas law and URA guidelines; and

**WHEREAS**, the City's contractors and consultants have assembled fair market value appraisals of all six (6) affected properties and assembled attendant relocation assistance packages based on currently available replacement properties in the area; and

**WHEREAS**, it is imperative the City proceed with making offers for acquisition of the necessary properties to effectuate the Goforth Road Extension Project.

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

**Section 1 Making of Offers and Relocation Assistance Packages.** That the City Manager and the City's contractors and consultants are hereby authorized to extend offers and acquire in the City's name the six (6) necessary parcels of property to effectuate the Goforth Road Extension Project, with their attendant relocation assistance packages, in an aggregate amount not to exceed \$1,759,000, all as discussed in the Executive Session convened before the meeting at which this resolution is being passed.

**Section 2. 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 3. 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

DT Demo

Meeting Date: 11/14/2023

Date time: 7:00 PM

**Subject/Recommendation:** Approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street and perform asbestos surveying and removal in an amount not to exceed \$175,670. ~ *Amber Schmeits, Assistant City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ Staff Memo
- ☐ Presentation
- ☐ American Abatement Bid
- ☐ JR Ramon Bid



---

**City Council Special Called Meeting**

DEPARTMENT: City Management

FROM: Amber Schmeits – Assistant City Manager

MEETING: Tuesday, November 14, 2023

---

**SUBJECT:**

Approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street, and perform asbestos surveying and removal in an amount not to exceed \$175,670.

**SUMMARY:**

Demolition and proper disposal of commercial structures with preservation and/or relocation of specified items at 300 W Center, 103 S Front and 111 N Front. Sites will be left at rough grade to promote positive drainage unless otherwise specified.

Services include:

- Single mobilization and demobilization/ Project setup
- Materials, labor, insurance, overhead
- Trades equipment
- Transportation, disposal and/or delivery of reclaimed materials
- Wetting of materials for dust control while in compliance with current drought restrictions. (water will be brought in by the contractor)
- Obtain demolition permit from City of Kyle
- Complete contractor registration with City of Kyle
- Disconnection or confirmation of disconnection, capping, or rerouting of utilities (if city owned utilities require reroute consult Public Works)
- Obtain asbestos surveys and complete removal as required per survey

**RECOMMENDATION:**

The City of Kyle received 2 submittals in response to the RFP posted. From J.R. Ramon and American Abatement. Upon review of each submittal, Staff determined that American Abatement was the most responsive to the RFP. Based on this, staff recommends awarding the bid to American Abatement.

Staff recommends the City Council approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street and perform asbestos surveying and removal in an amount not to exceed \$175,670.



- 
- This recommendation is based on the following considerations:
    - Granite removal will cost \$34,000.
    - Limited space to store the granite. Will be located to WWTP in the interim from removal to auction.
    - Last time the city salvaged and auctioned granite, there was no interest.

OPTIONS:

- Approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street and perform asbestos surveying and removal in an amount not to exceed \$174,700.
- Approve the resolution with amendments to the bid for work to include granite removal for an amount not to exceed \$209,920.
- Direct the staff to re-issue RFP.
- Deny.

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

During the Council Visioning Workshop held June 23-25, Council requested Demolition of current Kyle Police Department on Front Street; Buildings at 300 W. Center; and VFW Building on Front Street. A request for proposals was opened August 30, 2023 and Closed September 20, 2023.

FISCAL IMPACT:

Maximum Total: \$209,920.00

- Demolition: \$150,970
- Asbestos Survey and Removal, if required: \$24,700
- Granite Removal Alternate: \$34,250

STAFF CONTACT:

Name: Amber Schmeits  
Title: Assistant City Manager  
aschmeits@cityofkyle.com  
(512) 562-2476

# Demolition of Downtown City Properties

Assistant City Manager



# Introduction

- At the Council Visioning Workshop held on June 23-25, the City Council directed staff to proceed with the demolition of the city-owned properties located at:
  - 300 W. Center Street (Code Enforcement, Animal Control, Evidence)
  - 103 S. Front Street (Police Department)
  - 111 S. Front Street (VFW)
- This RFP was open August 30, 2023, and submittals were due Wednesday, September 20, 2023.

# Scope of Work

- Demolition and proper disposal of commercial structures with preservation and/or relocation of specified items at the three properties.
- Sites will be left at rough grade to promote positive drainage unless otherwise specified.
- Asbestos surveying to be performed at 103 S. Front Street, the other locations had surveys performed and abatement done.
- Alternate bid to preserve granite exterior walls for 111 S. Front Street.

# Map



# Recommendation

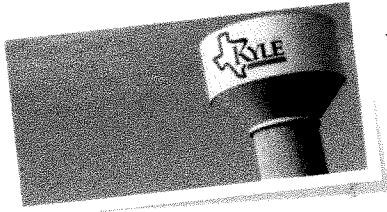
- The city received two bids from:
  - J.R. Ramon
  - American Abatement
- A panel of staff reviewed and scored the two proposals.
- Based on being the most responsive to the RFP, staff recommends awarding the bid to American Abatement.
- Total cost quoted by American Abatement:
  - Demolition - \$150,970
  - Asbestos survey and removal, if required - \$24,700
  - Granite Removal Alternate - \$34,250

# Recommendation Cont'd

- Staff recommends the City Council approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street and perform asbestos surveying and removal in an amount not to exceed \$174,700.
- This recommendation is based on the following considerations:
  - Granite removal will cost \$34,000.
  - Limited space to store the granite. Will be located to WWTP in the interim from removal to auction.
  - Last time the city salvaged and auctioned granite, there was no interest.

# Options

- Approve the resolution authorizing the City Manager to execute the bid for work to American Abatement to demolish the three city-owned properties located at 300 W. Center Street, 103 S. Front Street and 111 S. Front Street and perform asbestos surveying and removal in an amount not to exceed \$175,670.
- Approve the resolution with amendments to the bid for work to include granite removal for an amount not to exceed \$209,920.
- Direct the staff to re-issue RFP.
- Deny.



## CITY OF KYLE

**COPY**

Demolition of  
**111 N Front**  
**300 W Center**  
**103 S Front**



**AMERICAN  
ABATEMENT**  
3725 Pitluk Ave  
San Antonio Texas

**1**

COVER LETTER

**2**

LEGAL NAME, DUNS, TIN  
ORGANIZATIONAL LETTER

**3**

STATEMENT OF  
QUALIFICATIONS

**4**

PROPOSED TIME SCHEDULE

**5**

ALTERNATE SCOPE OF WORK  
111 NORTH STREET

**6**

REFERENCES

**7**

BUDGET

**8**

BLANK



AMERICAN



ABATEMENT

*"For all your Environmental, Abatement and Demolition Needs"*

September 19, 2023

Subject: Authorized to Bind Contracts for American Abatement, LLC

American Abatement authorizes the following personnel to be allowed to bind contracts for the company.

1. Reginald Powell, President 210-240-4741 [rpowell@americanabatementllc.com](mailto:rpowell@americanabatementllc.com)
2. Benard Gottschalk, Vice-President, 210-519-7961, [benard@americanabatementllc.com](mailto:benard@americanabatementllc.com)

Respectfully,

Reginald Powell  
President  
American Abatement, LLC  
O: 210-408-8131  
C: 210-240-4741

STATE OF TEXAS

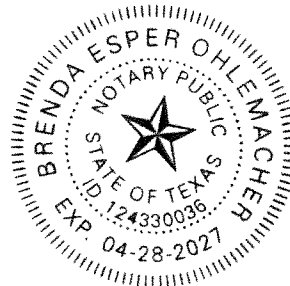
County of Bexar

Subscribed and sworn (or affirmed) before me this 19 day of Sept., 2023.

personal appeared Reginald Powell, the President of  
American Abatement LLC

Notary Signature:

My Commission Expires: 04/28/2027



(INSERT NOTARY SEAL HERE)



# EXECUTIVE SUMMARY

Statement of Qualifications



**Legal Name:** American Abatement, LLC  
**Company Address:** 3725 Pitluk Ave, San Antonio, Texas 78211

**Contact Information:** O: 210-408-8131  
F: 210-881-6774  
E: [adminoff@americanabatementllc.com](mailto:adminoff@americanabatementllc.com)  
W: [www.americanabatementllc.com](http://www.americanabatementllc.com)

**DUNS:** 079386130  
**TIN:** 27-0804445  
**ORGANIZATION:**

**Date of Incorporation:** October 4, 2009

**Company Staffing:** Corporate Officers – 2  
Administrative Staff – 7  
Licensed Safety Professional – 1  
Field Supervisors – 8  
Field Workers - 48

## BRIEF HISTORY

American Abatement, LLC is a Texas-based Minority Owned Business that provides demolition and abatement services, support, consultation, and management services to companies and organizations around the state.

Founded by the owners in 2009 American Abatement started the business working out of one of the owners homes with two trucks and two trailers.

In 2012, American Abatement rented a warehouse and office space in the Stone Oak area of 1604.

In 2018, American Abatement rented additional second story office space in the same Stone Oak area.

In 2020, American Abatement purchased the land, office space, training facility and warehouse where the company's main office is currently located, 3725 Pitluk Ave, San Antonio, Texas.

American Abatement maintains the following licenses, certifications and qualifications;

**Asbestos License – TDSHS# 800936**  
**Mold License – TDSHS# RCO1112**

**Lead License – TDSHS# 2110548**  
**Transporter License – TDSHS# 400423**  
**Demolition License – DC924394**  
**Solid Waste Reg # - SWR96869**  
**EPA ID# - TXR000084285**  
**TCEQ Customer# - CN605431436**  
**Regulated Entity# - RN110013612**  
**HUB – MBE – SBE - ESBE**



# STATEMENT OF QUALIFICATIONS

American Abatement LLC



American Abatement, LLC is a Texas-based Minority Owned Business that provides abatement and demolition services throughout Texas. American Abatement's primary focus is supporting general contractors, private citizens and government entities specifically related to abatement and demolition services.

Our mission is to ensure our clients effectively meet their business objectives and mission requirements by providing superior and experienced services. Additionally, American Abatement, LLC provides services in all areas related to demolition and abatement management services. American Abatement, LLC can offer such a full spectrum of services because of the exceptional experience of our principals, partners, and employees.

Our executives have a combined total of more than 50 years of hands-on experience in the demolition and abatement industry. For projects that require specialized skills, we call on our extensive network of employees and strategic partners. Each of these industry leaders has been carefully selected due to their unique abilities, creative solutions, and compatible business philosophy. With American Abatement, LLC, you get the right balance of "book knowledge", real world experience, and entrepreneurial passion.

We staff projects with seasoned and experienced employees, partners, and executives.

We manage project scope and deliverables to specific measurable requirements.

We ensure execution of scope by staying fully engaged in projects as long as the customer requires.

We train our employees weekly, making sure all employees are properly trained and capable of completing the task at hand.

American Abatement, LLC believes in providing a closed loop of services that produces continuous improvements and reduces cost for our customers.

## SAFETY FIRST!

Safety is our first priority!

As a company we believe that safety is the cornerstone of our commitment to our customers. Our employees are taught from day one during indoctrination that each and every one has "Stop Work Authority" if they see or hear something unsafe.

See Something...Say Something!

American Abatement is a member of the Contractors Safety Council. We also employ a full time Licensed Safety Professional who is a member of the National Association of Safety Professional and is a certified OSHA Outreach Trainer.

Our employees are trained during indoctrination on many areas of safety including:

1. PPE

2. Ladder Safety
3. Hand and Power Tools
4. Motor Vehicle Safety
5. Hazard Communications
6. Crystalline Silica Standards
7. Portable Fire Extinguishers
8. Electrical Safety
9. Activity Hazard Analysis (AHA)
10. Respiratory Protection Program
11. Fall Protection
12. Aerial Lift Safety

All American Abatement equipment operators will be trained and qualified and have documented proof of qualifications on site.

American Abatement, LLC trains each employee on the first day of each project on safety as related to task that will be seen on each project. We will train weekly after the start of each project and anytime needed afterwards. We employ AHA's (Job Hazard Activities) and daily AHA's (Daily Activity Hazard Analysis).

Project Supervisors will track all projects on a daily basis and submit required paperwork daily or weekly as required to include:

1. Daily Employee Sign In Sheets.
2. Daily Project Logs
3. Daily Heavy Equipment Inspection Logs
4. Daily Tool Box Talks
5. Daily Activity Hazard Analysis Logs

And any other logs or forms the GC or Owner might require.



PROJECT MANAGER:  
BENARD GOTTSCHEWALK

AMERICAN ABATEMENT  
PROJECT SCHEDULE

PROJECT #: AA 23-341

Contractor Name:  
AMERICAN ABATEMENT  
Program Prepared by:  
Dave Blankenship



City of Kyle  
Demolition of 111 N Front St, 103 S Front St, and 300 W Center St

| REF | AREA OR SECTION | Percentage Complete | START DATE | FINISH DATE | FALL TIME FRAME |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-----|-----------------|---------------------|------------|-------------|-----------------|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|     |                 |                     |            |             | 2               | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 1 | 2 | 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|     | DEMOLITION      |                     |            |             |                 |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

O: (210) 408-8131  
O: (210) 408-8965  
F: (210) 881-6774

American Abatement, LLC  
3725 Pfluk Ave.  
San Antonio, Texas 78211

www.americanabatementllc.com  
E: benard@americanabatementllc.com  
E: rpowell@americanabatementllc.com



PHYSICAL ADDRESS:  
3725 PITLUK AVE  
SAN ANTONIO, TEXAS 7811



MAILING ADDRESS:  
3725 PITLUK AVE  
SAN ANTONIO TEXAS, 78211

September 19, 2023

City of Kyle  
100 W. Center  
Kyle, TX 78604

Amber Schmeits  
[aschmeits@cityofkyle.com](mailto:aschmeits@cityofkyle.com)  
Phone: (512) 262-1010

BID/QUOTE  
**AA REF #23-318**

**ATTN: Estimating Department**

**RE: Demolition services for Demolition of City Owned Properties-Kyle TX**

---

**A. SCOPE OF WORK:**

American Abatement, LLC proposes to provide all labor, materials, insurance, waste hauling, disposal costs, necessary for Complete Demolition. American Abatement will demolish all three buildings and leave sites to the specifications of the city outlined scope of work. All work will be accomplished in accordance with OSHA, EPA, NESHAP, State and Federal regulations.

---

**B. BID DOCUMENTS ACKNOWLEDGED:**

RFP Doc., Demolition Sites Doc., 103 S Front St Doc., 111 N Front St.  
Doc., 300 W Center Doc.

---

**C. ADDENDUMS AND MEMOS:**

•

---

**D. DEMOLITION JOB DESCRIPTION:**

Demo existing building located at 111 N Front St - Time to complete 10 Days.

Salvage existing Granite located at 111 N Front St - Time to complete 10 Days.

Demo existing building located at 103 S Front St - Time to complete 6 Days.

Demo existing building located at 300 W Center St - Time to complete 7 Days.

**Demo Price: \$150,970.00 (One Hundred Fifty Thousand Nine Hundred Seventy Dollars)**

**Add Alt: Granite Salvage Price: \$34,250.00 (Thirty-Four Thousand Two Hundred Fifty Dollars)**

**Additional hourly rate for staff personnel will be as follows:**

Project Manager: \$42.00 Per Hour

Superintendent: \$38.00 Per Hour

Operators: \$28.00 Per Hour

General labor: \$22.00 Per Hour

*American Abatement is a Historically Underutilized Business (HUB) Minority Owned (MBE) Small Business (SBE) and Emerging Small Business (ESBE). We carry NAICS Codes 238910 (Demolition Contractor) 541620 (Environmental Consulting Services) 562910 (Asbestos Abatement Services) EIN# 27-0804445 and DUNS #079386130 with licenses for Asbestos Contractor, Asbestos Transporter, Mold Remediation and Lead Remediation*

**PHYSICAL ADDRESS:**  
3725 PITLUK AVE  
SAN ANTONIO, TEXAS 7811



**MAILING ADDRESS:**  
3725 PITLUK AVE  
SAN ANTONIO TEXAS, 78211

**E. REMEDIATION JOB DESCRIPTION:**

Asbestos abatement includes the remediation of assumed 10,000 SQ.FT. of flooring, ceiling, and gypsum walls for 103 S. Front St (all friable materials to be removed in containment). Asbestos remediation to be assumed until survey completed with quantities and scope of work issued. Additional cost for daily monitoring, specifications and TDH ARU fees to be by third party and hired directly by owner.

Asbestos Remediation of assumed ACM at existing building located at 103 S Front St - Time to complete 10 Days.

**Asbestos Remediation: \$24,700.00 (Twenty-Four Thousand Seven Hundred Dollars)**

**Disclaimer:**

**\*Price includes one mobilization. Additional mobilizations at \$2,500.00**

**F. EXCLUSIONS:** Asphalt Saw cutting, Permits, notifications, barricades, dust and/or weather protections, engineering, shoring, bracing, scaffolding, temporary lighting, fire protection, M.E.P capping or make safe, M.E.P. demolition, utility lines demolition, underground utility lines cutting or capping, utility line locating, GPR, excavation, patching, prepping, fixing, cleaning, replacing, relocating, dirt work, erosion control, pedestrian protection, payments and performance bonds, taxes, security and/or fencing. Anything not listed above.

**G. TERMS:** All work to be performed during normal working hours. GC is responsible for the capping water and drain lines, and electrical lines. Owner is also responsible for all electricity, water, and lighting necessary to complete scope.

**If awarded the contract, American Abatement request this proposal become an attachment within the executed contract.**

If any additional information is needed, please do not hesitate to call (210) 994-0177 and reference job name or the AA REF #23-318 stated above.

Thank you,

*Miguel "Sonny" Gomez III*

Miguel "Sonny" Gomez III,

[Sonny@americanabatementllc.com](mailto:Sonny@americanabatementllc.com)

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. By my/our signature below, you are authorized to do the work as specified.

Company Name \_\_\_\_\_ Signature \_\_\_\_\_

Dated \_\_\_\_\_ Name/Title (Printed) \_\_\_\_\_

TEL (210) 408-8131

[www.americanabatementllc.com](http://www.americanabatementllc.com)

FAX (210) 881-6774

**American Abatement is a Historically Underutilized Business (HUB) Minority Owned (MBE) Small Business (SBE) and Emerging Small Business (ESBE). We carry NAICS Codes 238910 (Demolition Contractor) 541620 (Environmental Consulting Services) 562910 (Asbestos Abatement Services) EIN# 27-0804445 and DUNS #079386130 with licenses for Asbestos Contractor, Asbestos Transporter, Mold Remediation and Lead Remediation**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

| Type  | Job #   | Description         | Contractor             | POC                 | Phone        | Email                    |
|---|---------|---------------------|------------------------|---------------------|--------------|--------------------------|
| DEMO  | AA-7950 | 113 W Nolan         | City of Harker Heights | Michael Beard       | 254-953-5647 | mbeard@harkerheights.gov |
| Complete Building Demolition September 2023   |         |                     |                        |                     |              |                          |
| DEMO  | AA-7945 | 206 Cynthia Dr      | City of Harker Heights | Michael Beard       | 254-953-5647 | mbeard@harkerheights.gov |
| Complete Building Demolition September 2023   |         |                     |                        |                     |              |                          |
| DEMO  | AA-7980 | 6107&6401 Brodie LN | City of Sunset Valley  | Dakota Burns        | 512-891-9103 | dburns@sunsetvalley.org  |
| Complete Building Demolition September 2023   |         |                     |                        |                     |              |                          |
| DEMO  | AA-7225 | Demo 5 Houses       | Sat and Pontikas       | Stephen Grusenmeyer | 210-572-4710 | sgrusenmeyer@satpon.com  |
| Abated and Demolished 5 houses on property to make way for follow on new construction. Completed 5/2022 |         |                     |                        |                     |              |                          |
| DEMO  | AA-7225 | Demo 158 Houses     | Texas State Tech Coll  | Jay Wesson          | 325-207-9429 | jwesson@tstc.edu         |
| Abated and Demolished 158 Houses on campus to make way for new housing. Complete 5/2021                 |         |                     |                        |                     |              |                          |



PHYSICAL ADDRESS:  
3725 PITLUK AVE  
SAN ANTONIO, TEXAS 78111



MAILING ADDRESS:  
3725 PITLUK AVE  
SAN ANTONIO TEXAS, 78211

September 19, 2023

City of Kyle  
100 W. Center  
Kyle, TX 78604

Amber Schmeits  
[aschmeits@cityofkyle.com](mailto:aschmeits@cityofkyle.com)  
Phone: (512) 262-1010

BID/QUOTE  
**AA REF #23-318**

ATTN: Estimating Department

RE: Demolition services for **Demolition of City Owned Properties-Kyle TX**

**A. SCOPE OF WORK:**

American Abatement, LLC proposes to provide all labor, materials, insurance, waste hauling, disposal costs, necessary for Complete Demolition. American Abatement will demolish all three buildings and leave sites to the specifications of the city outlined scope of work. All work will be accomplished in accordance with OSHA, EPA, NESHAP, State and Federal regulations.

**B. BID DOCUMENTS ACKNOWLEDGED:**

RFP Doc., Demolition Sites Doc., 103 S Front St Doc., 111 N Front St.  
Doc., 300 W Center Doc.

**C. ADDENDUMS AND MEMOS:**

•

**D. DEMOLITION JOB DESCRIPTION:**

Demo existing building located at 111 N Front St - Time to complete 10 Days.

Salvage existing Granite located at 111 N Front St - Time to complete 10 Days.

Demo existing building located at 103 S Front St - Time to complete 6 Days.

Demo existing building located at 300 W Center St - Time to complete 7 Days.

**Demo Price: \$150,970.00 (One Hundred Fifty Thousand Nine Hundred Seventy Dollars)**

**Add Alt: Granite Salvage Price: \$34,250.00 (Thirty-Four Thousand Two Hundred Fifty Dollars)**

**Additional hourly rate for staff personnel will be as follows:**

Project Manager: \$42.00 Per Hour

Superintendent: \$38.00 Per Hour

Operators: \$28.00 Per Hour

General labor: \$22.00 Per Hour

**American Abatement is a Historically Underutilized Business (HUB) Minority Owned (MBE) Small Business (SBE) and Emerging Small Business (ESBE). We carry NAICS Codes 238910 (Demolition Contractor) 541620 (Environmental Consulting Services) 562910 (Asbestos Abatement Services) EIN# 27-0804445 and DUNS #079386130 with licenses for Asbestos Contractor, Asbestos Transporter, Mold Remediation and Lead Remediation**

PHYSICAL ADDRESS:  
3725 PITLUK AVE  
SAN ANTONIO, TEXAS 78111



MAILING ADDRESS:  
3725 PITLUK AVE  
SAN ANTONIO TEXAS, 78211

**E. REMEDIATION JOB DESCRIPTION:**

Asbestos abatement includes the remediation of assumed 10,000 SQ.FT. of flooring, ceiling, and gypsum walls for 103 S. Front St (all friable materials to be removed in containment). Asbestos remediation to be assumed until survey completed with quantities and scope of work issued. Additional cost for daily monitoring, specifications and TDH ARU fees to be by third party and hired directly by owner.

Asbestos Remediation of assumed ACM at existing building located at 103 S Front St - Time to complete 10 Days.

**Asbestos Remediation: \$24,700.00 (Twenty-Four Thousand Seven Hundred Dollars)**

**Disclaimer:**

**\*Price includes one mobilization. Additional mobilizations at \$2,500.00**

**F. EXCLUSIONS:** Asphalt Saw cutting, Permits, notifications, barricades, dust and/or weather protections, engineering, shoring, bracing, scaffolding, temporary lighting, fire protection, M.E.P capping or make safe, M.E.P. demolition, utility lines demolition, underground utility lines cutting or capping, utility line locating, GPR, excavation, patching, prepping, fixing, cleaning, replacing, relocating, dirt work, erosion control, pedestrian protection, payments and performance bonds, taxes, security and/or fencing. Anything not listed above.

**G. TERMS:** All work to be performed during normal working hours. GC is responsible for the capping water and drain lines, and electrical lines. Owner is also responsible for all electricity, water, and lighting necessary to complete scope.

**If awarded the contract, American Abatement request this proposal become an attachment within the executed contract.**

If any additional information is needed, please do not hesitate to call (210) 994-0177 and reference job name or the AA REF #23-318 stated above.

Thank you,

*Miguel "Sonny" Gomez III*

Miguel "Sonny" Gomez III,

[Sonny@americanabatementllc.com](mailto:Sonny@americanabatementllc.com)

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. By my/our signature below, you are authorized to do the work as specified.

Company Name \_\_\_\_\_ Signature \_\_\_\_\_

Dated \_\_\_\_\_ Name/Title (Printed) \_\_\_\_\_

TEL (210) 408-8131

[www.americanabatementllc.com](http://www.americanabatementllc.com)

FAX (210) 881-6774

**American Abatement is a Historically Underutilized Business (HUB) Minority Owned (MBE) Small Business (SBE) and Emerging Small Business (ESBE). We carry NAICS Codes 238910 (Demolition Contractor) 541620 (Environmental Consulting Services) 562910 (Asbestos Abatement Services) EIN# 27-0804445 and DUNS #079386130 with licenses for Asbestos Contractor, Asbestos Transporter, Mold Remediation and Lead Remediation**



**8. TAB 8 - BLANK**



Request for Proposals  
Demolition of City Owned Properties

Bid Due Date: Wednesday, September 20, 2023 at  
4:00PM

City of Kyle  
Attn: Amber Schmeits, Assistant City Manager  
100 W Center St  
Kyle, Texas 78640

ORIGINAL



City of Kyle  
Attn.: Amber Schmeits  
100 W Center St  
Kyle, Texas 78640

September 19, 2023

Re: **Building Demolition Services**

Mrs. Schmeits,

If I may take a moment of your time, I would like to introduce ourselves and express our interest in providing you with our professional Demolition Services.

**JR Ramon Demolition** has been in business since 1945 and specializes in complete residential, commercial, and light industrial Demolition and Site Preparation Services. We are equipped and experienced in providing Demolition and Site Preparation services plus concrete/rock crushing, and environmental remediation services (including Refrigerant Recovery, Asbestos & Lead abatement, and Contaminated Soils).

**J.R. Ramon Demolition** prides itself in having a "Second to None" Training and Safety program and is committed to the Ethical and Moral values of Honesty and Integrity. Our dedication to these values, reputation, experience, and performance is sure to represent your development well.

**J.R. Ramon Demolition** is familiar with Governmental regulations and have helped develop project specification, schedules, and budget proposals for government and private development entities thru out South and Central Texas and are confident that are in-depth knowledge and experience, of the demolition industry, that we can value engineer the best approach to meet the needs of your project.

**JR Ramon Demolition** currently serves the Central and South Texas area and is Fully Insured and Bondable. We currently hold General Contractors and Specialized (Demolition) Contractors Licenses through-out the State of Texas and are **certified MBE, SBE, DBE, HUB, and VBE contractors**.

Please do not hesitate in contacting us if we can be of service to you or your team.

Respectfully,

A handwritten signature in blue ink that reads "Joe R. Ramon III".

Joe R. Ramon III  
Vice President  
[JR3@Ramondemolition.com](mailto:JR3@Ramondemolition.com)  
Mobile # (210) 501-2608



## Company History

Joe Ramon Sr. founded JOE RAMON CONSTRUCTION COMPANY in 1945 where his primary business was road construction, specializing in asphalt and paving. In 1968 the company performed its first commercial demolition project, providing demolition services removing residential structures and streets to make way for the HemisFair '68 project. Shortly thereafter, demolition became the principal focus of Ramon's company. Later that year, the company was incorporated as J.R. (JOE) Ramon & Sons, Inc. and the firm became the first licensed demolition contractor in San Antonio. Ramon's oldest son Joe Jr. took over leadership of the company in 1986, and served as president until 2013. Ramon Jr. still serves as Chairman of the Board and oversees the concrete crushing and recycling operations. His sons Timothy and Joe Ramon III have been involved with the family business throughout most of their lives, starting in their youth working every summer with their dad and grandfather. Timothy came on full time in 1993, and has served as the company's President and Director of Operations since 2013. Joe Ramon III has also been with the firm for over 25 years and currently sits as Vice President alongside his brother. Today the company operates as JR RAMON Demolition.

JR RAMON Demolition has provided house demolition and commercial demolition services to Central Texas and South Texas for over 50 years. Our primary services include:

### Commercial, Residential and Industrial Demolition:

- Complete or total mass demolition
- Partial or selective demolition
- Interior strip-out and gut-outs
- Concrete slab and foundation removal
- Concrete removal
- Concrete saw-cutting
- Provider of recycled concrete aggregate
- Debris load out and haul-off
- Tree and brush removal
- Dumpster and disposal service
- Environmental abatement
- Asbestos abatement
- Site preparation/site restoration services
- Disaster emergency response
- Ultra-High reach
- Excavating and back filling
- Implosions



Material Recycling:

- On-site portable concrete crushing
- Concrete recycling
- Metal recycling
- Asset recovery

Bridge Demolition:

- Expertise in Bridge Demolition and dismantling regardless of construction type or complexity

We have earned our excellent reputation as the on-call demolition service provider for City of San Antonio, City of New Braunfels, and Texas Department of Transportation. The company also offers debris removal reduction and final disposition resulting from natural disasters.



## *GENERAL BUSINESS INFORMATION*

### **ADDRESS AND PHONE NUMBER**

---

- 1325 Frio City Rd, San Antonio, Texas 78226
- (210) 225-1583

### **IDENTIFICATION NUMBERS**

---

- Federal ID#: 74-1618550
- State ID#: 74-1618550-06
- Dunn & Brad#: 02-705-2646
- Incorporation: J.R. (Joe) Ramon & Sons, Inc.
  - State of Texas – December 1968

### **LICENSE**

---

- City of San Antonio Demolition Contractor License #DC101
  - Annually renewed since 1974
- City of Eagle Pass General Contractor License #885
  - Annually renewed since 2014
- City of Kerrville General Contractor License #108003
  - Annually renewed since 2008
- City of Live Oak Contractor License #30917
  - Annually renewed since 2014
- City of New Braunfels Commercial Contractor License #CONREG-17-0201
  - Annually renewed since 2004
- City of Terrell Hill Demolition Contractor License #DEMO03201159
  - Annually renewed since 2017
- State of Texas TDSHS Asbestos Transporter License #400499 Control #96443
  - Annually renewed since 2015

### **DESIGNATIONS / CERTIFICATIONS**

---

- **MBE – Minority Business Enterprise –**
  - South Central Teas Regional Certification Agency #222025269
  - City of San Antonio #89-700080
  - City of Austin #JRR7079515



- **HABE – Hispanic American Business Enterprise –**
  - South Central Texas Regional Certification Agency #222025269
- **VBE – Veteran Business Enterprise –**
  - South Central Texas Regional Certification Agency #222025269
- **SBE – Small Business Enterprise –**
  - South Central Texas Regional Certification Agency #222025269
- **DBE – Disadvantaged Business Enterprise –**
  - South Central Texas Regional Certification Agency #223035269
- **HUB – Historically Underutilizing Business**
  - South Central Texas Regional Certification Agency and the Texas Comptroller of Public Accounts #1741618550600
  - Texas Department of Transportation
  - Texas Building and Procurement Commission

#### **Current Employee Status**

---

- Estimators - 4
- Project Managers – 6
- Project Superintendents – 6
- Project Foremans – 5
- Field Laborers – 32
- Equipment Operators – 16
- Mechanics – 7
- Welders – 4
- Safety Officers – 3
- Administration – 7
- Officers - 3

South Central Texas Regional Certification Agency of  
Bexar County, Texas hereby duly affirms that:

**J. R. (Joe) Ramon & Sons, Inc.**

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be  
certified as a

**\*HABE MBE SBE VBE**

**Certified NAICS Codes**

NAICS 238910: DEMOLITION, BUILDING AND STRUCTURE  
NAICS 238910: EXCAVATING, EARTHMOVING, OR LAND CLEARING CONTRACTORS  
NAICS 238910: SITE PREPARATION CONTRACTORS



Certification Number: 222025269

Effective Date: February 4, 2022

Expiration Date: February 29, 2024

Charles Johnson  
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to  
comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

**South Central Texas Regional Certification Agency  
of Bexar County, Texas hereby duly affirms that:**

**J. R. (Joe) Ramon & Sons, Inc.**

has successfully met the established requirements of DOT's Disadvantaged Business Enterprise Program to be certified as a

**\*DBE**

**Certified NAICS Codes:**

**NAICS 238910: SITE PREPARATION CONTRACTORS**

**Certification Number: 223035269**

**Effective Date: March 6, 2023**



*Sandra Ramos*

---

**Sandra Ramos,  
Executive Director**



Note: This certificate is the property of the SCTRCA's and may be revoked should the above named firm graduate from or fails to comply with Department of Transportation's Disadvantaged Business Enterprise Program. Pursuant to 49 CFR Part 26.83 (j) an Annual Update Affidavit must be provided to affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part.

# Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1741618550600**  
Approval Date: **February 4, 2022**  
Scheduled Expiration Date: **February 29, 2024**

In accordance with the Memorandum of Agreement between the  
SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (SCTRCA)  
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

## **J. R. (Joe) Ramon & Sons, Inc.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **February 4, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into SCTRCA's program, you must immediately (within 30 days of such changes) notify SCTRCA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in SCTRCA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

---

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.



### Project Reference List

#### **Capital Complex Phase 2 - \$147,800.00**

February 2023 – May 2023

##### **JE Dunn Construction Company**

1601 S. Mopac Expressway,  
Barton Skyway 2, Suite 450  
Austin, Texas 78746

Carter Davis – (512) 364-8257

Project Manager – Justin Headrick

Demolition Superintendent – Julio Avila

Demolition of (2) 2-story buildings, and (1) 1-story building, including all stairs, fences, railings, walls, slabs, foundations, interior components, exterior building components, and all mechanical, electrical, and plumbing fixtures.

#### **Building Demolitions - \$1,805,718.45**

January 2022 – Present

##### **Port of San Antonio**

907 Billy Mitchell Blvd  
San Antonio, Texas 78226

Andrew Perez – (210) 362-7817

Project Manager – Derek Thiem

Demolition Superintendent – Alan Houle

Abatement of Hazardous Materials, Demolition of (25) existing buildings.

#### **McLennan County – Old Downtown Jail - \$970,865.80**

January 2021 – September 2021

##### **McLennan County**

501 Washington Ave  
Waco, TX 76701

Ken Bass - (254)759-5627

Project Manager – Joseph Hopewell

Demolition Superintendent – Reginald Williams

Interior demolition and asbestos abatement services at the Old Downtown Jail.

#### **Central Health Downtown Campus Site and Buildings Demolition - \$5,088,541.37**

April 2019 – August 2022

##### **Travis County Health District d/b/a Central Health**

1111 East Cesar Chavez Street  
Austin, TX 78702

Shawn Lavin - (512)978-9052

Project Manager – Joe R Ramon III

Demolition Superintendent – David Levesque

Full demolition of 9-story building along with surrounding structures

**IDIQ Annual Contract For Demolition Services – \$1,918,734 (annual average)**

June 2018 – June 2023

Project Manager – Timothy Ramon (Principal)

**City of San Antonio**

Demolition Superintendent – Guillermo Zertuche

PO Box 839966

San Antonio, Texas 78283

Danny Liguez – (210) 207-2237

Indefinite Quantity contract to provide demolition of dangerous structures, emergency response, and capital improvement projects for the City of San Antonio. Annual renewed by election of the City of San Antonio under lined item pricing

**IDIQ Annual Contract For Demolition Services – \$2,400,000 (annual average)**

May 2014 – May 2018

Project Manager – Timothy Ramon (Principal)

**City of San Antonio**

Demolition Superintendent – Victor Rosas

PO Box 839966

San Antonio, Texas 78283

Jorge D. Figueroa – (210) 207-2237

Indefinite Quantity contract to provide demolition of dangerous structures, emergency response, and capital improvement projects for the City of San Antonio. Annual renewed by election of the City of San Antonio under lined item pricing.

**IDIQ On-Call Demolition Service Contract - \$191,240 (annual average)**

October 2018 – September 2021

Project Manager – Gustavo Flores

**City of San Antonio**

Demolition Superintendent – Victor Rosas

1400 South Flores

San Antonio, Texas 78204

Danny Liguez – (210) 207-7914

Indefinite Quantity contract to provide demolition of dangerous structures, emergency response, and capital improvement projects for the City of San Antonio. Annual renewed by election of the City of San Antonio under lined item pricing.

**IDIQ On-Call Demolition Service Contract - \$863,345 (annual average)**

November 2009 – February 2014

Project Manager – Gustavo Flores

**City of San Antonio**

Demolition Superintendent – Joseph Alderete

1400 South Flores

San Antonio, Texas 78204

Danny Liguez – (210) 207-7914

Indefinite Quantity contract to provide demolition of dangerous structures, emergency response, and capital improvement projects for the City of San Antonio. Annual renewed by election of the City of San Antonio under lined item pricing.

**IDIQ Demolition and Abatement Services – Right – of – Way - \$6,522,925**

July 10, 2018 – To Present

Project Manager – Timothy Ramon (Principal)

**TX Dept of Transportation – Statewide**

Demolition Superintendent – Clayton Russell

125 E 11<sup>th</sup> St

Austin, Texas 78701

Sandi Jowers – (512) 416-4743

Indefinite Quantity contract to provide abatement and demolition of right-of-way improvements for TXDOT by line-item pricing.

**IDIQ Demolition and Abatement Services – Right – of – Way - \$1,534,050**

July 9, 2012 – July 9, 2018

Project Manager – Timothy Ramon (Principal)

**TX Dept of Transportation – Statewide**

Demolition Superintendent – Robert Lambardia

125 E 11<sup>th</sup> St

Abatement Supervisor – Santiago Martinez

Austin, Texas 78701

Sandi Jowers – (512) 416-4743

Indefinite Quantity contract to provide abatement and demolition of right-of-way improvements for TXDOT by line-item pricing.

**IDIQ On-Call Abatement and Demolition Service Contract - \$162,000 (annual average)**

November 2007 – August 2018

Project Manager – Timothy Ramon (Principal)

**City of New Braunfels**

Demolition Superintendent – Aaron Flotte

PO Box 311747

Abatement Supervisor – Santiago Martinez

New Braunfels, Texas 78131

Mrs. Mary Quinones – (830) 221-4383

Indefinite Quantity contract to provide abatement and demolition of dangerous structures, emergency response, and capital improvement projects for the City of New Braunfels. Annually renewed by election of the City of New Braunfels by line-item pricing.

**IDIQ Demolition and Abatement Services – Right – of – Way - \$578,608 (annual average)**

October 2005 – October 2012

Project Manager – Timothy Ramon (Principal)

**TX Dept of Transportation – San Antonio**

Demolition Superintendent – Aaron Flotte

PO Box 29928

Abatement Supervisor – Santiago Martinez

San Antonio, Texas 78229

Kelly Kenner – (210) 615-1110

Indefinite Quantity contract to provide abatement and demolition of right-of-way improvements for TXDOT by line-item pricing.

**IDIQ Demolition and Abatement Services – Right – of – Way - \$275,345 (annual average)**

February 2006 – October 2012

Project Manager – Timothy Ramon (Principal)

**TX Dept of Transportation – Yoakum**

Demolition Superintendent – Aaron Flotte

403 Huck Street

Abatement Supervisor – Santiago Martinez

Peggy Sheridan – (361) 293-4300

Indefinite Quantity contract to provide abatement and demolition of right-of-way improvements for TXDOT by line-item pricing.

**IDIQ On-Call or Stand-by Demolition Services - \$1,563,000**

August 2007 – August 2009

Project Manager – Gustavo Flores

**City of San Antonio – Solid Waste Management Department**

1920 Grandstand

Demolition Superintendent – Robert Lambardia

San Antonio, Texas 78238

David Newman – (210) 207-6440

Indefinite Quantity contract to provide demolition services for capital improvement projects by line-item pricing.

**IDIQ Abatement and Demolition Service Contract – Lackland AFB - \$4,500,000**

October 2008 – September 2009

Project Manager – Gustavo Flores

**United States Air Force – Lackland**

Demolition Superintendent – Robert Lambardia

1655 Selfridge Ave.

Abatement Supervisor – Santiago Martinez

Lackland AFB, Texas 78236

Gary Wynder – (210) 671-6081

Indefinite Quantity contract to provide abatement and demolition services for structure replacement projects.



1325 Frio City Road San Antonio, TX 78226  
210-225-1583

19 September 2023

**City of Kyle**  
**Amber Schmeits Assistant City Manager**  
**100 W Center St**  
**Kyle, TX 78640**

**RE: Building Demolition Services**  
Located: Kyle, Texas

The contractor purposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, to perform and complete all work required for the scope of work listed below in an efficient and workman like manner, in accordance with the terms and conditions attached.

### **SCOPE OF WORK**

The scope of work to be performed under this proposal includes the removal of:

**111 N Front,**

Demolition and proper disposal of commercial structures, including foundation, foundation walls, footings, awnings, pedestals, and vaults. Removal and proper disposal of HVAC units. Sidewalks and railing will be preserved. Existing sidewalk and driveway to remain.

**300 W Center,**

Demolition and proper disposal of commercial structures, including foundation, foundation walls, footings. Removal and proper disposal of HVAC units. Site will be left at rough grade to promote positive drainage.

**103 S Front.**

Demolition and proper disposal of commercial structures, including foundation, foundation walls, footings. Removal and proper disposal of HVAC units. Septic tank will need to be pumped, disconnected, capped at both ends and filled. Contractor will leave. Site will be left at rough grade to promote positive drainage.

All debris generated from demolition operations will be properly disposed of in a certified legal landfill or recycled in a certified and legal manner.

Asbestos testing for 103 S. Front will take 7-14 working days.

For Commercial structures, JR RAMON shall submit the NESHAP Demolition/Renovation Notification, on behalf of the owner, to the Texas Department of Health. TDH requires a grace period of 10 working days from the postmark of the notification before the commencement of

demolition activity. The Owner is responsible for supplying JR RAMON with an Environmental survey, concerning Asbestos containing materials, of the structures to be demolished or renovated.

The Owner is to have all utilities disconnected and make safes to all systems being demolished or removed prior to the commencement of removal operations. The contractor is to verify that all utilities have been properly disconnected to allow for safe demolition. In the event a utility is still in operation, the Contractor shall notify the Owner or Owner's representative for prompt removal.

Demolition will be conducted using a 200 to 300 size excavator, skid steer, and a water truck or water from a city hydrant.

Buildings will be removed from top to bottom using an excavator.

Debris from the demolition will be separated into concrete, steel and trash to maximize the amount of items that can be recycled.

Once all of the above slab building is removed slab and foundation will be removed, processed and loaded out.

Once all debris is removed from the site the area that has been disturbed will be rough graded for drainage.

The term "salvage" means all building materials, equipment, fixtures, and appliances incorporated in the building and structure to be demolished and located upon the real property within the demolition area, which the contractor deems as having sufficient value to justify the reclaiming. All salvage becomes the property of the contractor.

### **EXCLUDED ITEMS**

The make safe, disconnecting, rerouting, of utilities are not included in this proposal. The engineering, installation or maintenance of bracing or shoring is not included. The providing of the SWPP plan and/or erosion control devices is not included in this proposal. The providing of Temporary power is not included. The removal of artistic glass, furniture, and kiosks to be reinstalled are not contemplated in this proposal. The providing of perimeter security fencing is not included. The providing, placing, or handling of backfill, topsoil, hydro mulch or seed, or the establishment of turf is not included in this contract.

This proposal does not include the removal and handling and/or disposal cost of environmental concerning materials, such as Asbestos, Lead, fluorescent & HID bulbs, Ballast, gases, PCB's, UST's, contaminated soils or any other regulated substances not specifically addressed in the above scope of work and identified in the provided hazardous material assessments.

## **PRICING**

We will furnish all equipment and labor, in accordance with the above specifications to complete the scope of work for the **Itemized pricing of:**

### **Demolition Bid:**

Eighty Seven Thousand Three Hundred Dollars.....**\$87,300.00**

Demolition scheduled 10 working days.

### **Granite Salvage Bid:**

Twenty Two Thousand Dollars.....**\$22,000.00**

Granite salvage scheduled 7 working days.

This proposal has been prepared at the request of and based on information provided by the property representative at the time of preparation. This proposal is subject to acceptance by the requestor and a Corporate Officer of JR RAMON. Upon acceptance by both parties, this document shall become a binding and legal contract for services. If you have any questions concerning addressed or unaddressed items or issues, it is highly recommended that negotiations be made and documented as an amendment to this instrument prior to finalizing this document.

Submitted

Respectfully,



Michael Schwach  
Chief Estimator  
JR Ramon Demolition  
210-225-1583  
331-454-0117  
[mike@ramondemolition.com](mailto:mike@ramondemolition.com)

**Hourly rates for employees:**

Superintendent \$70.02/HR  
Operator: \$41.60/HR  
Laborer: \$32.24/HR  
Drivers: \$36.92/HR



# CITY OF KYLE, TEXAS

## Brick & Mortar Mixed-Use Development - Site Plan (SD-23- 0201)

**Meeting Date: 11/14/2023**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approve Brick & Mortar Mixed-Use Development - Site Plan (SD-23-0201) 4.77 acres;  
1 mixed-use lot located at 4030 S. FM 1626. ~ *Will Atkinson, Director of Planning*

*Planning and Zoning Commission voted 7-0 to approve the site plan.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### ATTACHMENTS:

#### **Description**

- ☐ Staff Memo
- ☐ Presentation
- ☐ Site and Landscape Plan
- ☐ Landowner Authorization Form
- ☐ Deed
- ☐ Franchise Tax Account Status Form
- ☐ ARC Approval Letter
- ☐ Summary Letter



---

**Planning & Zoning Commission Regular Meeting**

DEPARTMENT: Planning Department

FROM: Will Atkinson, Director of Planning

MEETING: Special Called City Council Meeting – November 14, 2023

---

**SUBJECT:**

Brick & Mortar Mixed-Use Development - Site Plan (SD-23-0201) 4.77 acres; 1 mixed-use lot located at 4030 S. FM 1626.

**SUMMARY**

The site development permit for the Brick & Mortar Mixed Use Development (Sprouts), located at 4030 S. FM 1626 is approximately 4.77-acres. It will have 4 retail buildings consisting of the following:

- 1, Grocer/General Retail Building = 23,256 sq. ft.
- 2, Restaurant/General Retail Buildings = 7,200 sq. ft. each
- 1, Office/Restaurant Building = 4,125 sq. ft.

The site is located north of Hero's Memorial Park and east of the Hays CISD Performing Arts Center. It will be bounded on all 4 sides by the following right-of-way:

- S. FM 1626 (east)
- Hero's Memorial Drive (south)
- Cromwell Drive (west)
- Avenue A (north)

The site plan review was completed by multiple members of staff and is found compliant. Per the Plum Creek PUD, all site plans in the Plum Creek Mixed-Use zoning district must be approved by both the Planning & Zoning Commission and City Council.

The site plan is anticipated to be approved in conjunction with the Project Chia Pet Development Agreement.



RECOMMENDATION:

**Approve the site plan, as the document is compliant.**

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

7-0 to recommend approval by the Planning & Zoning Commission on October 18, 2023.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144

# Brick & Mortar Mixed-Use Development - Site Plan (SD-23-0201)

**November 14, 2023**

Planning Department



## Area to be developed (PC MXD Zoning, 4030 S. FM 1626)

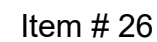
Site is zoned PC MXD & 4.77 acres.

4 retail buildings consisting of the following :

- 1, Grocer/General Retail Building = 23,256 sq. ft.
- 2, Restaurant/General Retail Buildings = 7,200 sq. ft. each
- 1, Office/Restaurant Building = 4,125 sq. ft.

The site is located north of Hero's Memorial Park and east of the Hays CISD Performing Arts Center. It will be bounded on all 4 sides by the following right-of-way:

- S. FM 1626 (east)
- Hero's Memorial Drive (south)
- Cromwell Drive (west)
- Avenue A (north)



# Staff Recommendation

- The site plan review was completed by multiple members of staff and is found compliant.
- Per the Plum Creek PUD, all site plans in the Plum Creek Mixed-Use zoning district must be approved by both the Planning & Zoning Commission and City Council.
- The release of the site plan is anticipated to coincide with the approval of the Project Chia Pet Development Agreement.
- At the October 18, 2023 Planning & Zoning Commission meeting, the Commission voted 7-0 to recommend approval of the site plan.
- **Staff recommends approval as the site plan is compliant, and the process requires approval.**





LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

**SUBJECT PROPERTY INFORMATION**

Subdivision Name, Block, Lot, or legal description if not subdivided: A tract of land containing 4.7678 acres (207,683 square feet) out of the Morton M. McCarver Survey No. 4, abstract No. 10 in Hays County, Texas, Being a portion of the remainder of a called 983.99 acre tract conveyed to Mountain Plum, LTD., in Volume 2297, Page 139 of the official public records of Hays County, Texas.

# of lots (if subdivided): 1 # of acres: 4.7678

Site APN/Property ID #(s): R102948 & R102949

Location: Northwest of Kohler's Crossing & FM 1626 County: Hays

Development Name: Brick & Mortar Mixed-Use Development

**OWNER**

Company/Applicant Name: Plum Creek Development Partners, LTD *by MGR Realty Advisors LLC, its Development Manager*

Authorized Company Representative (if company is owner): Megan Shannon

Type of Company and State of Formation: A Texas, Domestic Limited Partnership

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

Applicant Address: 4040 Broadway St., Suite 501, San Antonio, TX, 78209

Applicant Fax: \_\_\_\_\_

Applicant Phone: 512 391 1789

Applicant/Authorized Company Representative Email: megan@mamarkdevelopment.com

**APPLICANT REPRESENTATIVE**

Check one of the following:

\_\_\_\_. I will represent the application myself; or

☒ I hereby designate WGI (Aron Trevizo)/GBT Realty Corporation (Zach Rogers) 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: Megan Shannon Date: 9/6/23

State of Texas §

County of Texas §

This instrument was acknowledged before me on 9/6/23 by Megan Shannon who is a(n) Authorized Representative of Plum Creek Development Partners, LTD, a Texas Domestic Limited Partnership.

SUBSCRIBED AND SWORN TO before me, this the 6th day of September, 2023.

Debra L. Stratton  
Notary Public's Signature

9-11-26  
My Commission Expires



(Notary Seal)

PROJECT REPRESENTATIVE

Representative Name: Aron Trevizo

Representative Address: 2727 Allen Parkway, Suite 1350

Representative Phone: (832) 730-1901

Representative Email: Aron.Trevizo@WGInc.com

Representative's Signature:  Date: 09/07/2023

Representative Name: Zach Rogers

Representative Address: GBT Realty Corporation

Representative Phone: (615) 370-0670

Representative Email: ZRogers@GBTRealty.com

Representative's Signature:  Date: 9/9/23

DEED WITHOUT WARRANTY

THE STATE OF TEXAS  
COUNTY OF HAYS

\$  
\$  
\$

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

[Signature Page to Follow]

IN WITNESS WHEREOF, this instrument is executed this 19<sup>th</sup> day of August, 2003.

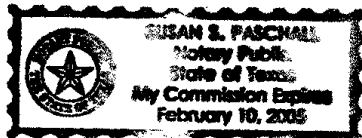
GRANTOR:

William Negley  
WILLIAM NEGLEY, as Life Tenant  
with Power of Sale under  
the Will of Laura Burleson Negley,  
deceased

William Negley  
WILLIAM NEGLEY, as Life Tenant  
with Power of Sale pursuant to  
Deed recorded under Volume 270,  
Page 350, Hays County Deed Records

STATE OF TEXAS §  
COUNTY OF BEXAR §

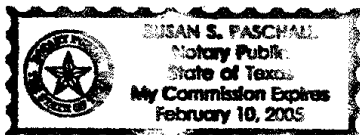
This instrument was acknowledged before me this 19<sup>th</sup> day of August, 2003, by William Negley, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased.



Susan S. Paschall  
Notary Public for the State  
of Texas

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me this 19<sup>th</sup> day of August, 2003, by William Negley, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records.



Susan S. Paschall  
Notary Public for the State of  
Texas

AFTER RECORDING, PLEASE RETURN TO:

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

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

TRACT 2

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

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

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

211 ACRES RECORDED IN VOLUME 116, PAGE 209  
100 ACRES RECORDED IN VOLUME 116, PAGE 209  
331 ACRES RECORDED IN VOLUME 117, PAGE 288  
28 ACRES RECORDED IN VOLUME 125, PAGE 69  
38.7 ACRES RECORDED IN VOLUME 127, PAGE 139  
25.9 ACRES RECORDED IN VOLUME 124, PAGE 477  
11 ACRES RECORDED IN VOLUME 127, PAGE 139  
201.14 ACRES RECORDED IN VOLUME 185, PAGE 402

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 983.99 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 2

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

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

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

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

N 35° 59' 15" W 125.51 feet to a concrete highway monument found at a point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 45' 23", whose radius is 1859.86 feet, whose arc length is 154.40 feet and whose long chord bears N 13° 58' 00" E 154.35 feet to a concrete highway monument found at the end of said curve

N 16° 15' 03" E 617.68 to a concrete highway monument found at the point of curvature of a curve to the left

Along said curve to the left whose central angle is 05° 49' 10", whose radius is 2914.79 feet whose arc length is 296.05 feet and whose long chord bears N 13° 22' 28" E 295.93 feet to a concrete highway monument found at the end of said curve

N 10° 26' 02" E 1260.09 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 02° 41' 05", whose radius is 5680.59 feet, whose arc

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 3

length is 266.12 feet and whose long chord bears  
N 11° 46' 57" E 266.10 feet to a concrete highway  
monument found at the end of said curve

N 13° 07' 35" E 554.80 feet to a concrete highway  
monument found at the point of curvature of a curve  
to the right

Along said curve to the right whose central angle is  
06° 47' 29", whose radius is 2814.79 feet, whose arc  
length is 333.65 feet, and whose long chord bears  
N 16° 29' 50" E 333.45 feet to a concrete highway  
monument found at the end of said curve

N 19° 54' 45" E 1612.78 feet to a concrete highway  
monument found at the point of curvature of a curve to the  
left

Along said curve to the left whose central angle is  
02° 16' 57", whose radius is 5779.58 feet, whose arc  
length is 230.24 feet, and whose long chord bears  
N 18° 44' 45" E 230.22 feet to a concrete highway  
monument found at the end of said curve

N 17° 37' 49" E passing at 256 feet the approximate  
centerline of the afore mentioned gas pipeline (as  
evidenced by stakes set by Valero Gas Company),  
passing at 699.22 feet and 3.28 feet left a State  
Highway Department Satellite Station marker  
# S 1060165, whose grid azimuth to the "Tone  
Man Microwave Tower" visible on the horizon to the  
west, northwest is 100° 00' 14" (bearing basis used for  
this survey), and continuing on the same course of  
N 17° 37' 49" E for a total distance of 1341.81 feet  
to a concrete highway monument found at engineers  
centerline station 199+53.99 and being the point of  
curvature of a curve to the right

Along said curve to the right whose central angle is  
24° 37' 05", whose radius is 1095.92 feet, whose arc  
length is 470.88 feet, and whose long chord bears  
N 29° 55' 08" E 467.26 feet to a concrete highway  
monument found at the end of said curve

N 42° 12' 35" E 285.38 feet to a 1/2" rebar set in  
in the occupied north line of said 201.14 acre Negley  
tract beng the occupied south line of that certain 348  
acre tract of land known as Lot 2 by deed of partition  
of record in Volume 34, Page 313 of the Hays County Deed  
Records, said Lot 2 as conveyed to R. C. Barton of  
record in Volume 178, Page 282 of the Hays County Deed  
Records for the northwest corner hereof from which point  
a concrete highway monument found bears N 42° 12' 35" E  
813.10 feet

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 4

THENCE, with the north line of said 201.14 acre Negley tract and the south line of said 348 acre R. C. Barton tract as found fenced and used upon the ground the following 2 calls:

N 88° 40' 14" E 1197.12 feet to a 2" iron pipe  
found at a fence corner

S 01° 16' 00" E 870.05 feet to a 1/2" rebar found  
at a fence corner at the most southerly southwest  
corner of said R. C. Barton tract for an ell corner  
hereof

THENCE continuing with the north line of said 201.14 acre Negley tract, the south line of said R. C. Barton tract and the south line of that certain 97.38 acre tract of land conveyed to Meditex Development Corp. of record in Volume 432, Page 555 of the Hays County Deed Records as found fenced and used upon the ground N 88° 41' 49" E 3747.10 feet to a 1/2" rebar set at the occupied northeast corner of said 201.14 acre Negley tract, being the most westerly northwest corner of that certain tract of land conveyed to J. D. Meador being Lot 3 of said Partition deed of record in Volume 24, Page 313 of the Hays County Deed Records for an angle point hereof

THENCE, with the east line of said 201.14 acre Negley Tract and the west line of said J. D. Meador tract as found fenced and used upon the ground S 01° 23' 20" E 1296.55 feet to a 1/2" rebar set at the occupied southeast corner of said 201.14 acre Negley tract, being the most southerly southwest corner corner of said J. D. Meador tract and being in the occupied north line of said 211 acre Negley tract, for an ell corner hereof

THENCE, with the north line of said 211 acre Negley tract and the south line of said J. D. Meador tract as found fenced and used upon the ground N 88° 50' 15" E 1022.96 feet to a 1/2" rebar set on the west R.O.W. line of the Missouri-Pacific Railroad, for the northeast corner hereof

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 100.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 2474.39 feet to a 1/2" rebar set on the south line of said 211 acre Negley tract, being the north line of the 118.2 acre Negley tract above mentioned in Tract 1, for an ell corner hereof

THENCE, with the south line of said 211 acre Negley tract the north line of said 118.2 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 88° 50' 15" W 378.23 feet to a 1/2" rebar set at the northwest corner of said 118.2 acre Negley tract, being the northeast corner of said 100 acre Negley tract, for an angle point hereof

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 5

THENCE, with the west line of said 118.2 acre Negley tract, the east line of said 100 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 00° 09' 45" E 1693.23 feet to a 1/2" rebar set for an angle point hereof

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 842.55 feet to the POINT OF BEGINNING and containing 983.99 acres of land, more or less.

SAVE AND EXCEPT ROW 1626:

28.91 ACRES OF LAND IN THE M. M. MCCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE FOLLOWING FOUR TRACTS: TRACT ONE BEING THAT CALLED 201.14 ACRE TRACT CONVEYED TO LAURA B. NEGLEY BY DEED OF RECORD IN VOLUME 185, PAGE 402, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), TRACT TWO BEING A CALLED 51.3 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX., TRACT THREE BEING A CALLED 51.2 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX. AND TRACT FOUR BEING CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (SECOND TRACT) D.R.H.C.TX, SAID 28.91 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING A PORTION OF THE PROPOSED RIGHT-OF-WAY (ROW) FOR FM 1626, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Laura B. Negley 201.14 acre Tract One and being the southwest corner of a called 10 acre tract of land conveyed to Texas Lehigh Cement Company (T.L.C.C.), designated as Tract I, of record in Volume 609, Page 843, Real Property Records Hays County, Texas (R.P.R.H.C.TX.);

THENCE N 88° 06' 51" E, with the north line of said Tract One, being the south line of said T.L.C.C. 10 acre tract and with the south line of a 20 acre tract of land conveyed to T.L.C.C., designated as Tract III, of record in Volume 609, Page 843, R.P.R.H.C.TX., a distance of 715.24 feet to 1/2-inch iron rod found for the southeast corner of the said T.L.C.C. 20 acre tract same being the southwest corner of a 97.38 acre tract conveyed to T.L.C.C., designated as Tract IV, of record in Volume 609, Page 843, R.P.R.H.C.TX;

THENCE N 88° 08' 15" E, with the south boundary line of said 97.38 acre tract and being the north line of said Tract One, a distance of 301.20 feet to a calculated point in the proposed west

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 6

ROW line of said FM 1626 for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 88° 08' 15" E, crossing said proposed ROW of said F.M. 1626 and with said common line of said Tract One and said 97.38 acre tract, a distance of 200.03 feet to a calculated point for the northeast corner of the tract described herein;

**THENCE** crossing said Tracts One, Three and Four and with the proposed east ROW line of said F.M. 1626 the following seven (7) courses and distances:

1. with a curve to the left having a radius of 2,764.79 feet, an arc distance of 899.20 feet, a chord bearing of S 12° 13' 49" E and a chord distance of 895.24 feet to a calculated point of tangency;
2. S 21° 32' 51" E, at a distance of approximately 458 feet pass the south line of said Tract One and being the north line of said Tract Three, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet,
3. with said curve to the right an arc distance of 1,306.85 feet and having a chord bearing of S 08° 55' 11" E, a chord distance of 1,296.30 feet to a calculated point of tangency,
4. S 03° 42' 29" W, at a distance of approximately 227 feet pass the south line of said Tract Three, being the north line of said Tract Four, at approximately 919 feet pass the north line of a called 100-foot wide ROW agreement with the Lower Colorado River Authority (L.C.R.A.) of record in Volume 254, Page 254, D.R.H.C.TX., and continuing a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.78 feet,
5. with said curve to the left an arc distance of 355.80 feet and having a chord bearing of S 00° 01' 17" W, a chord distance of 355.55 feet to a calculated point of tangency,
6. S 03° 39' 55" E, a distance of 355.99 feet to a calculated point for an angle point in the east line of the tract described herein, and
7. S 47° 23' 20" E, a distance of 72.34 feet to a calculated point for the southeast corner of the tract described herein and being in the north ROW line, as fenced, of Hays County Road 171 (HCR 171) same being the south line of said Tract Four;

**THENCE** S 88° 51' 11" W, with said north ROW line of HCR 171 and said south line of Tract Four, a distance of 300.29 feet to a calculated point for the southwest corner of the tract described herein and being in the proposed west ROW line of FM 1626;

## EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 7

THENCE leaving said north ROW line of HCR 171, with said proposed west ROW line of FM 1626 and crossing said Tracts Four through One the following seven (7) courses and distance;

1. N 42° 46' 53" E, a distance of 68.99 feet to a calculated point for an angle point in the west line of the tract described herein,
2. N 03° 39' 55" W, a distance of 347.54 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.78 feet,
3. with said curve to the right an arc distance of 381.54 feet, a chord bearing of N 00° 01' 17" E and a chord distance of 381.27 feet to a calculated point of tangency,
4. N 03° 42' 29" E, at a distance of approximately 1,171 feet pass said north line of the said L.C.R.A. ROW, at a distance of approximately 1,680 feet pass the south line of said Tract Three, and continuing for a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.79 feet,
5. with said curve to the left an arc distance of 1,218.69 feet and having a chord bearing of N 08° 55' 11" W and a chord distance of 1,208.85 feet to a calculated point of tangency,
6. N 21° 32' 51" W, at a distance of approximately 803 feet pass the west line of said Tract Three and being the east line of said Tract Two, at a distance of approximately 1005 feet pass the north line of said Tract Two, being the south line of said Tract One, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet, and
7. with said curve to the right an arc distance of 967.91 feet, a chord bearing of N 12° 11' 41" W and a chord distance of 963.62 feet to the POINT OF BEGINNING and containing 28.91 acres of land, more or less.

**BEARING BASIS:** Bearings recited herein are Texas Coordinate System, South Central Zone, NAD83, Grid (the foregoing tract and parcel of land is sometimes hereinafter referred to as the "Property").

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 8

SAVE AND EXCEPT THE WELL YARD:

A portion of land containing 1.016 acres of land, more or less, out of the Henry Loller Survey No 19. Recorded in Vol. 1336, Page 515, Hays County Deed Records.

Commencing at a Tx.D.O.T. marker on the R.O.W. of F.M. 2770 and County Road 171

Thence N 84°46'28" E for a distance of 3337.91 feet to a point on the R.O.W. of County Road 171 and the POINT OF BEGINNING;

Thence N 01°02'15" W for a distance of 260.82 feet to an angle point;

Thence N 88°57'45" E for a distance of 170.00 feet to an angle point;

Thence S 01°02'15" E for a distance of 259.84 feet to an angle point on said R.O.W. of County Road 171

Thence S 88°37'57" W for a distance of 170.00 feet along said R.O.W. to the Point of Beginning.

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 9

SAVE AND EXCEPT:

DESCRIPTION OF 10.00 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, AND THE JOHN COOPER SURVEY, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAURA BURLESON NEGLEY OF RECORD IN VOLUME 117, PAGE 288, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 10.00 ACRE TRACT OF LAND, AS SHOWN ON LOOMIS AUSTIN, INC. PLAN NO. 2085, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with plastic cap stamped "LAI" set at the intersection of the east right-of-way (ROW) line of FM 2770 with the north ROW line of Hays County Road 171, being the southwest corner of said Negley tract;

THENCE with the north line of said County Road 171, same being the south line of said Negley tract, the following six (6) courses and distances:

1. S 87° 02' 08" E a distance of 294.17 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,
2. S 64° 15' 42" E a distance of 30.92 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,
3. N 87° 03' 42" E a distance of 935.83 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,
4. N 87° 08' 40" E a distance of 819.54 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,
5. N 87° 34' 40" E a distance of 1,299.21 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point, and
6. N 88° 54' 08" E a distance of 630.90 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most southern southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north line of said County Road 171 and crossing said Negley tract the following nine (9) courses and distances:

1. N 01° 06' 44" W a distance of 230.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
2. S 88° 53' 16" W a distance of 167.83 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most western southwest corner of the tract described herein,
3. N 01° 06' 44" W a distance of 304.50 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most western northwest corner of the tract described herein,

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 10

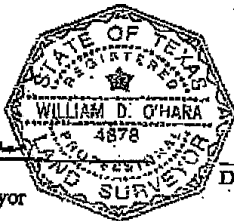
4. N 88° 53' 16" E a distance of 187.46 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
5. N 01° 06' 44" W a distance of 48.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
6. N 88° 53' 16" E a distance of 89.05 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
7. N 00° 32' 48" W a distance of 107.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most northern northwest corner of the tract described herein,
8. N 88° 50' 25" E a distance of 465.45 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for northeast corner of the tract described herein, and
9. S 01° 06' 44" E a distance of 691.18 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the north line of said County Road 171 for the southeast corner of the tract described herein;

THENCE S 88° 54' 08" W, with the north line of said County Road 171, a distance of 575.20 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

I hereby certify that this description was prepared from an actual survey made on the ground by Loomis Austin, Inc. during the months of April to July 2001, and February 2002, under my direction and supervision and is true and correct to the best of my knowledge.

William D. O'Hara  
William D. O'Hara  
Registered Professional Land Surveyor  
No. 4878 - State of Texas



2-28-02  
Date

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 11

Tract 4

185.77 ACRES OF LAND OUT OF THE JOHN COOPER SURVEY NO. 13, THE JESSE DAY SURVEY NO. 162, THE JESSE DAY SURVEY, THE THOMAS ALLEN SURVEY NO. 1 AND THE JOHN KING SURVEY NO. 20 IN HAYS COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

151 ACRES OF RECORD IN VOLUME 133, PAGE 148

35 ACRES OF RECORD IN VOLUME 137, PAGE 574

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 185.77 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northwest corner of said 151 acre Negley tract, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning the southwest corner of the herein described Tract 1 bears N 71° 48' 57" E 153.99 feet

THENCE, with the south R.O.W. line of County Road No. 171 (averaged fenced R.O.W. being 42') and the north line of said 151 acre and 35 acre Negley tracts as found fenced and used upon the ground the following 4 calls:

N 89° 17' 28" E 3106.53 feet to a 1/2" rebar set for an angle point hereof

N 89° 43' 51" E 400.45 feet to a 60-D nail set in a hackberry tree for an angle point hereof

N 89° 34' 30" E 309.22 feet to a 1/2" rebar set for an angle point hereof

S 21° 02' 41" E 12.52 feet to a 1/2" rebar set on the west R.O.W. line of County Road No. 210 for the northeast corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 12

THENCE, with the west R.O.W. line of County Road 210 (R.O.W. varies) and the east line of said 35 acre Negley tract as found fenced and used upon the ground the following 3 calls:

S 00° 58' 29" W 492.71 feet to a 1/2" rebar set for an angle point hereof

S 09° 25' 53" W 965.98 feet to a 1/2" rebar set for an angle point hereof

S 14° 16' 52" W 229.23 feet to a 1/2" rebar found at the southeast corner of said 35 acre Negley tract being the northeast corner of that certain tract of land described in deed to J. A. Burton in Volume 366, Page 215 of the Hays County Deed Records for the southeast corner hereof

THENCE, with the south line of said 35 acre Negley tract and the north line said J. A. Burton tract as found fenced and used upon the ground the following 2 calls:

N 66° 36' 49" W for a distance of 1130.44 feet to a 60D nail set for an angle point hereof

N 66° 34' 22" W 353.85 feet to a 1/2" rebar set at a fence corner occupying the southwest corner of said 35 acre Negley tract being in the southeast line of said 151 acre Negley tract and being the northwest corner of said J. A. Burton tract for an ell corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 13

THENCE, with the southeast line of said 151 acre Negley tract and the northwest line of said J. A. Burton tract as found fenced and used upon the ground S 46° 37' 31" W passing at 899 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 254 of the Hays County Deed Records and continuing on the same course for a total distance of 4063.40 feet to a 1/2" rebar set on the east R.O.W. line of the Missouri-Pacific Railroad, being the south corner of said 151 acre Negley tract, for the south corner hereof

THENCE with the east line of the Missouri-Pacific Railroad (This line being 20.00 feet east of and parallel with the centerline of the tracks), and the west line of said 151 acre Negley the following 3 calls:

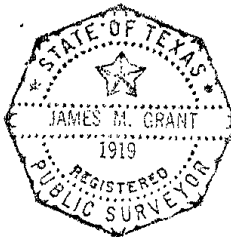
N 09° 35' 53" E 2797.00 feet to a 1/2" rebar set at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 25' 39", whose radius is 5709.65 feet, whose arc length is 441.20 feet and whose long chord bears N 11° 48' 43" E 441.09 feet to a 1/2" rebar set at the end of said curve

N 14° 01' 32" E passng at 655 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company) and continuing on the same course for a total distance of 668.33 feet to the POINT OF BEGINNING and containing 185.77 acres of land more or less.

AS SURVEYED BY:  
RALPH HARRIS SURVEYOR INC.

*James M. Grant*  
JAMES M. GRANT  
REG. PUBLIC SURVEYOR NO. 1919  
1406 Hether  
Austin, Texas 78704  
February 14, 1986



Updated: October 21, 1987

El6:negley05.fn  
El6:negley04.fn

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 14

TRACT 5

0.44 ACRES OF LAND OUT OF THE HENRY LOLLAR SURVEY, IN HAYS COUNTY, TEXAS, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 at the southwest corner of that certain 214.661 acre tract of land as conveyed to Richard V. W. Negley in Volume 275, Page 103 of the Hays County Deed Records, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning a concrete highway monument found at engineers station 286+58.38 bears N 05° 13' 41" W 939.55 feet

THENCE with the south line of said 214.661 acre Negley tract as found fenced and used upon the ground S 46° 15' 17" E 130.24 feet to a 1/2" rebar set at the northwest corner of that certain 262.33 acre tract of land as conveyed to Richard V.W. Negley in Volume 133, Page 147 of the Hays County Deed Records, for the northeast corner hereof

THENCE with the west line of said 262.33 acre Negley tract S 11° 09' 17" W 424.33 feet to a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 for the south corner hereof

THENCE with the east r.o.w. line of R.M. Highway No. 2770 as found fenced and used upon the ground the following 2 calls:

N 02° 19' 26" E 247.29 feet to a 60-D nail set in a fence post for an angle point hereof

N 04° 51' 20" W 260.21 feet to the POINT OF BEGINNING and containing 0.44 acres more or less.

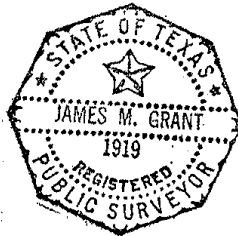
AS SURVEYED BY:  
RALPH HARRIS SURVEYOR, P.C.

*James M. Grant*

JAMES M. GRANT  
REG. PUB. SURVEYOR NO. 1919  
1406 Hether  
Austin, Texas 78704  
February 18, 1986

15:Lollar.044

UPDATED: OCTOBER 21, 1987



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Aug 25, 2003 at 12:49P

Document Number: 03027104

Amount 41.00

Lee Carlisle  
County Clerk  
By  
Rose Robinson, Deputy  
Hays County



## Franchise Tax Account Status

As of : 09/06/2023 18:15:45

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

| PLUM CREEK DEVELOPMENT PARTNERS, LTD.        |  |
|--|--|
| <b>Texas Taxpayer Number</b>                 | 32036331083                                      |
| <b>Mailing Address</b>                       | 4040 BROADWAY STE 501 SAN ANTONIO, TX 78209-6368 |
| <b>❗ Right to Transact Business in Texas</b> | ACTIVE   |
| <b>State of Formation</b>                    | TX   |
| <b>Effective SOS Registration Date</b>       | 04/24/1997                                       |
| <b>Texas SOS File Number</b>                 | 0009770310                                       |
| <b>Registered Agent Name</b>                 | BENCHMARK LAND DEVELOPMENT, INC.                 |
| <b>Registered Office Street Address</b>      | 610 WEST 5TH STREET, STE. 601 AUSTIN, TX 78701   |



**Plum Creek Development Partners, Ltd.**  
4040 Broadway, Ste. 501, San Antonio, Texas 78209

October 12, 2023

Zach Rodgers  
GBT Realty  
9010 Overlook Boulevard  
Brentwood, Tennessee 37027

RE: Architectural Review for NW CORNER OF KOHLERS CROSSING AND FM 1626  
CITY OF KYLE, HAYS COUNTY, TEXAS. CONSUMING APPROXIMATELY 4.8 ACRES  
OF THE REMAINDER OF A CALLED 983.99 ACRES  
("TRACT 2") (MOUNTAIN PLUM, LTD. VOL. 2297, PG. 139 O.P.R.H.C.T.)

To Whom It May Concern:

Reference is hereby made to the following documents, collectively the "Restrictions":

- (i) Plum Creek Mixed-Use Master Declaration, recorded under Document No. 17035892 in the Official Public Records of Hays County, Texas; and
- (ii) Plum Creek Mixed-Use Development Tract Declaration; and
- (iii) Plum Creek Industrial and Commercial Design Guidelines dated February 4, 2015.

The undersigned, being the Plum Creek Reviewer under the Restrictions, has reviewed the plans and specifications listed below for the construction of certain improvements on the Property (the "Plans & Specifications"). The Plans meet the minimum requirements for approval under the Restrictions and are hereby approved by the undersigned. The approval of the Plans & Specifications by the undersigned shall not impose any liability on the undersigned, or be binding on the undersigned, for any existing or subsequently discovered defect or breach of the Plans & Specifications, and in no event shall the undersigned have any responsibility for the structural safety, engineering soundness or compliance with building code or any other code of a building, structure, improvement, modification or alteration or any Applicable Law. Any modification to the Plans & Specifications requires resubmission to the Plum Creek Reviewer for approval in accordance with the terms of the Restrictions. This approval is specifically for civil engineering and landscape architecture related items to comply with achieving City of Kyle Site Development Permit Approval. Prior to receiving City of Kyle Building Permit, a second ARC submittal is required and new review process under the Restrictions for outstanding items listed in this letter.

As used herein, "Plans & Specifications" means the following:

- Site Development Permit for GBT Realty Corporation: Brick and Mortar District Mixed Use Development at the northwest corner of Kohlers Crossing and FM 1626, directly north of Heroes Memorial Park.
  - Civil Plans with civil seal dated 10/12/23
- Landscape Plans for GBT Realty Corporation: Brick and Mortar District Mixed Use Development at the northwest corner of Kohlers Crossing and FM 1626, directly north of Heroes Memorial Park.

- Landscape Plans with landscape architect seal dated 10/12/23.

The following plans have not been submitted to the Plum Creek Reviewer and therefore do not yet meet the review requirements for final approval. A second ARC shall be submitted and approved prior to receiving City of Kyle Building Permit for these items has been agreed to by GBT Realty Corporation and Plum Creek Development Partners and thus deferred from this initial submittal and approval. GBT Realty Corporation or its successors and assigns shall submit the deferred plans below to the Plum Creek Reviewer for future approvals:

- Monumentation/site signage plans;
- Building/tenant signage plans;
- FM 1626 masonry screen wall (and signage) elevations and details along the eastern boundary of the property;
- Final recorded plat;
- Building elevations (for all buildings);
- Building materials and colors;
- Building exterior lighting plans;

This letter may be executed in multiple counterparts and by facsimile or portable document format (pdf), all of which shall constitute one and the same agreement and be deemed original signatures for all purposes.

Unless otherwise provided herein, all capitalized terms but not defined in this letter shall have the meaning subscribed to such terms in the Restrictions.

Should you have any questions, please contact Steven Spears at [steven@momarkdevelopment.com](mailto:steven@momarkdevelopment.com).

Sincerely,

Plum Creek Mixed Use Association, Inc., as Plum Creek Reviewer:

A handwritten signature in black ink, appearing to read "Steven Spears", with a stylized, cursive script.

Steven Spears, FASLA, AICP, PLA



September 7, 2023

Debbie Guerra, Planning  
Technician Planning Department  
100 W. Center  
Street Kyle, Texas  
78640

RE: Project Summary Letter  
Brick & Mortar Mixed-Use Development  
Kohlers Crossing & Kyle Parkway  
(1626) City of Kyle, Texas, 78640

Dear Ms. Guerra,

Please accept this Project Summary Letter along with the accompanying Site Plan application submittal package for the proposed Brick & Mortar Mixed-Use Development. The proposed project is located at the Northwest of Kohlers Crossing & Kyle Parkway (1626) intersection, located entirely within the City of Kyle limits, in Hays County, Texas. The  $\pm 4.77$ -acre site is currently undeveloped. The proposed project will consist of the construction of four (4) mixed-use buildings with associated parking lots, sidewalk, landscaping, grading, utility, and drainage improvements within the Plum Creek PUD. The proposed area limit of construction/disturbance is  $\pm 5.33$ - acres with a total impervious cover of 83%.

The property is located within the Bunton Branch-Plum Creek Watershed. No portion of the subject site is located within the Edwards Aquifer Recharge or Contributing Zone as defined by TCEQ. No portion of the subject tract is located within the 100-Year, or 500-Year Floodplain as determined by the FEMA FIRM Panel 48209C0270F & 48209C0290F, effective September 02, 2005.

To our knowledge, the enclosed application materials are complete, correct, and in full compliance with the Site Plan application requirements for City of Kyle. Should you have any questions regarding this project or application, please do not hesitate to contact our office.

Sincerely,

**WGI**

Texas Engineering Firm No. F-15085

A handwritten signature in blue ink, appearing to read 'Aron Trevizo'.

Aron Trevizo, PE  
Engineer



# CITY OF KYLE, TEXAS

MATRIX Consulting Group - PD  
Ops and Projection Study  
\$93,000.00

Meeting Date: 11/14/2023  
Date time: 7:00 PM

**Subject/Recommendation:** Approve the proposal from Matrix Consulting Group to conduct a police operations and projection study in an amount not to exceed \$93,000. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:** Funding in the amount of \$93,000.00 is available from the General Fund in the approved budget for Fiscal Year 202-2024 of the Police Department as follows:

- 1100-15100-556483 \$93,000.00 General Fund

---

**ATTACHMENTS:**

**Description**

- ☐ City Council Regular Meeting Staff Report MATRIX
- ☐ CoK Powerpoint template MATRIX Operations and Projections
- ☐ Template Contract Approval Resolution Matrix
- ☐ Kyle Police Department Proposal



---

**City Council Regular Meeting**

DEPARTMENT: Kyle Police Department

FROM: Jeff Barnett

MEETING: November 14, 2023

---

**SUBJECT:**

Request to approve staffing study from Matrix Consulting Group.

**SUMMARY:**

During the FY24 budget, City Counsel approved a staffing study for Kyle Police Department. The proposal from Matrix Consulting Group estimate is \$93,000.00.

**OPTIONS:**

N/A

**RECOMMENDATION:**

To authorize Chief Jeff Barnett to approve the proposal from Matrix Consulting Group.

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

City Council approved \$100,000 budget for the FY24 staffing study. Matrix was also used during the original staffing study in 2017.

**FISCAL IMPACT:**

Use the current budgeted funds in FY24 1100-15100-556483- \$100,000.00.

**STAFF CONTACT:**

Name: Jeff Barnett

Title: Chief of Police

[jbarnett@cityofkyle.com](mailto:jbarnett@cityofkyle.com)

512.268.0859

# Matrix Consulting Group

Kyle Police Department Operational and Projections Study

Kyle Police Department



# KPD Operations & Projections Study

- Matrix Consulting Group (MCG) was used during the 2017 staffing study.
- MCG has done over 400 police studies in 44 states.
- This study will take about 20 weeks and will give a 10-year projection of needs.
- Professional Services Contract

# KPD Operations & Projections Study

- **Task Oriented Plan**

- The task plan provides the proposed approach to conduct the study, including the methodology used to analyze workload and staffing needs, as well as projected growth in staffing and facility needs over the next ten (10) years.
- Six Task Areas – (1) Initiation and Interviews; (2) Community and Stakeholder Input; (3) Descriptive Profile; (4) Analysis of Workload; (5) Projection of Future Service Demands, Staffing and Facility Needs; (6) Final Report

# KPD Operations & Projections Study

- **Task 1 – Scope of Work Detail**

- Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.
- Interviews with city officials and management team.
- Meet with the chief and command staff of the department, both individually and as a group.
- Conduct one-on-one interviews with department personnel at all levels of the organization – managers, supervisors, and line staff.
- Meet with representatives from Kyle's Police Officers' Association to better understand issues from their perspective.
- Interview contacts within the department to start the data collection process, as well as other key contacts within the organization.
- Other interviews with key stakeholders as identified throughout this process.
- Collect information on the police facility and its current uses and capacities.

# KPD Operations & Projections Study

- **Task 2 - Receive Community & Employee Input**
  - 2 Community Engagement Meetings
  - Community Stakeholder Input
  - Employee Meetings and Surveys
  - Review of each functional area of police operations
- **Task 3 – Descriptive Profile**
  - Detailed breakdown of the department of each unit in the agency.

# KPD Operations & Projections Study

- **Task 4 - Analysis of Workload and Staffing Needs**
  - Profile of Department; Analysis by position; Proactivity Analysis
- **Task 5 - Projections of Future Service Demands, Staffing and Facility Needs**
  - This analysis will be used to develop comprehensive assessment of the department's staffing needs over the next ten years, providing specific projections for each individual position and unit within the department
  - Facility projections; time-phased approach

# KPD Operations & Projections Study

**Task 6 - Final Report** - An executive summary, summarizing the major findings of the study.

- Results and key findings from the employee survey.
- Results and key findings from the community input meetings and survey.
- Comprehensive analysis of workload, staffing, and deployment for each function within the department.
- Detailed projection of future growth and development over the next ten years, included associated impacts on service demands, and how those impacts translate into staffing needs in every police department functional area.
- An assessment of the impacts of growth on facility needs for the department and specifically phasing growth into the current building.
- A comprehensive list of recommendations, including staffing needs for each function within the department, both now and throughout the projection timeframe. Recommendations will also include any associated financial impacts and strategies for prioritization.

# KPD Operations & Projections Study

- **Budget**

- Discussed and proposed during the recent FY 23/24 City Council budget workshops
- Cost estimate is \$93,000.00.
- This is a budgeted item included in the FY 23/24 budget.

- **Staff Recommendation**

- Staff Recommends Approval

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING THE POLICE OPERATIONS AND PROJECTION STUDY AGREEMENT BETWEEN THE CITY OF KYLE AND MATRIX CONSULTING GROUP; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS,** Matrix Consulting Group provided their services in 2017 for Kyle Police Department; and

**WHEREAS,** Matrix Consulting Group has conducted over 400 police studies in 44 different states; and

**WHEREAS,** Matrix Consulting Group will compete this study in 20 weeks; and

**WHEREAS,** Matrix Consulting Group has a highly experienced team.

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

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

**SECTION TWO:** The Police Operations and Projection Study Agreement between the City of Kyle, Texas and Matrix Consulting Group attached hereto as Exhibit A and incorporated herein for all purposes is hereby approved, and the City Manager is authorized to execute said Agreement.

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

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

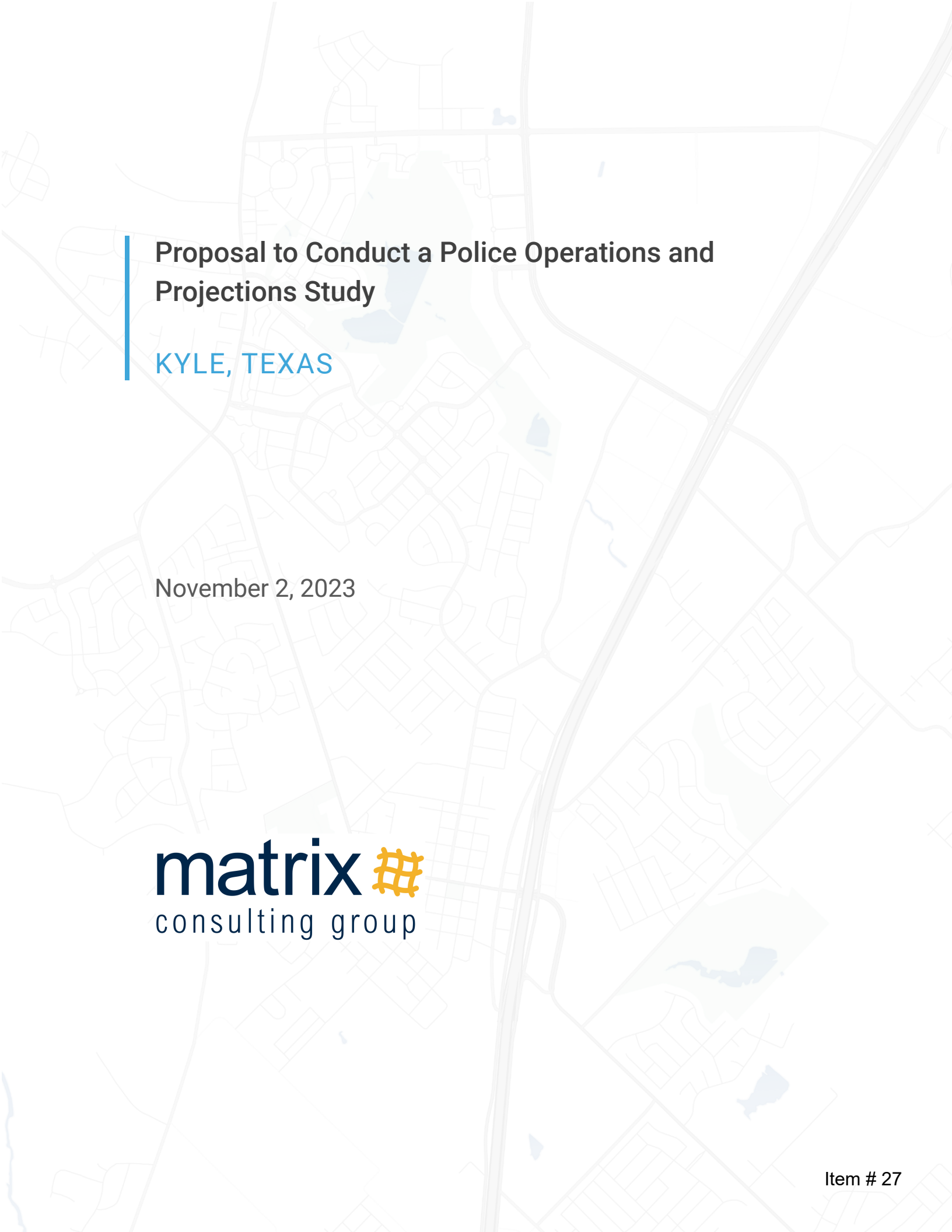
**ATTEST:**

**CITY OF KYLE, TEXAS:**

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# EXHIBIT A

A faint, light gray map of Kyle, Texas, showing a network of streets, several bodies of water (lakes or ponds), and a major highway running diagonally from the bottom left towards the top right. The map serves as a background for the document.

## Proposal to Conduct a Police Operations and Projections Study

KYLE, TEXAS

November 2, 2023

**matrix**   
consulting group

## Table of Contents

|                       |  |
|-----------------------|--|
| Letter of Transmittal | Err<br>r!<br>Boo<br>kma<br>rk<br>not<br>defi<br>ned. |
| Scope of Work         | 3  |
| Project Schedule      | 14   |
| Cost                  | 15   |
| Qualifications        | 16   |



November 2, 2023

Dear Chief Barnett,

Matrix Consulting Group is pleased to submit our proposal to conduct the Police Operations and Projections Study, which seeks to update the 2017 study we conducted for the Kyle Police Department, as well as to project growth related staffing needs over the next ten years. We are grateful for the opportunity to work with the city again, with an expanded scope of work that seeks to provide the city with a plan to adapt to growth and change in the community.

### Our Experience

In addition to the study we conducted for the Kyle Police Department in 2017, we have worked extensively to provide a wide range of services to police agencies around the country and in Canada, having conducted over 400 police studies in 44 states. Our recent experience include numerous staffing studies for Texas law enforcement agencies, most of which involving projections analysis:

|                |                     |                   |
|----------------|---------------------|-------------------|
| Austin, TX     | Denton, TX          | Lewisville, TX    |
| Buda, TX       | Fair Oaks Ranch, TX | San Antonio, TX   |
| Boerne, TX     | Fort Worth, TX      | Sunnyvale, TX     |
| Burleson, TX   | Glenn Heights, TX   | Texas City, TX    |
| Cedar Hill, TX | Kyle, TX            | Travis County, TX |

In addition, we are currently working with Cedar Park, TX on a staffing and strategic planning study.

### Our Team

All staff for our proposed team are highly experienced, having conducted hundreds of police service studies, including each of those listed above. Our highly qualified team is comprised of the following, several of whom worked on the prior study for the Kyle Police Department:

- **Richard Brady**, with over 40 years of police analytical experience working with over 400 law enforcement agencies throughout the country and in Canada. He would be involved in every facet of the project.

1650 S. Amphlett Blvd., Suite 213 ■ San Mateo, CA 94402 ■ 650.858.0507  
SF Bay Area (Headquarters), Boston, Charlotte, Dallas, Irvine, Portland, St. Louis

- **Devon Clunis**, a Senior Manager with over 30 years of experience as a consultant and transformational police professional, including chief in Winnipeg (MB) and recent head of Ontario's Inspectorate of Policing.
- **Ian Brady**, a Vice President with 12 years of experience in law enforcement consulting; he leads our police consulting practice and has developed all of the firm's deployment and staffing models.
- **John Scruggs**, a Manager, and former Portland Police Bureau leader, has over 26 years of law enforcement experience. He co-authored legislation on body worn cameras in Oregon.
- **Aaron Baggarly**, a Senior Manager who works in our public safety services practice and focuses on resource and facility needs.
- **Tim Donohoe**, a Senior Consultant with over 26 years of law enforcement experience and an Adjunct Professor at the University of Nevada, Reno.
- **Ryan Peterson**, a Consultant, specializes in GIS capabilities and has over five years of experience in conducting geospatial analysis for local governments.

We appreciate the opportunity to submit this proposal on this important project for the City of Kyle. If you have any questions, please do not hesitate to contact me by phone at 650-858-0507 or by email at [rbrady@matrixcg.net](mailto:rbrady@matrixcg.net).

**Richard P. Brady**  
President  
Matrix Consulting Group

## 1. SCOPE OF WORK

The following task plan provides our proposed approach to conduct the study, including the methodology used to analyze workload and staffing needs, as well as projected growth in staffing and facility needs over the next ten years.

### Task 1 | Initiation and Initial Interviews

The project team will begin the study by developing an initial understanding of the department through an extensive input phase. The team will meet with internal and external stakeholders using a combination of on-site and virtual interviews that are designed to help us learn about the department, its goals, the unique factors of the service environment, and to obtain views on issues relevant to the project. This process includes the following interviews:

- Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.
- Interviews with city officials and management team.
- Meet with the chief and command staff of the department, both individually and as a group.
- Conduct one-on-one interviews with department personnel at all levels of the organization – managers, supervisors, and line staff.
- Meet with representatives from Kyle's Police Officers' Association to better understand issues from their perspective.
- Interview contacts within the department to start the data collection process, as well as other key contacts within the organization.
- Other interviews with key stakeholders as identified throughout this process.
- Collect information on the police facility and its current uses and capacities.

In preparation for the kickoff meeting, the project team will develop a comprehensive list of data needed to conduct the study, as well as a week-by-week schedule for project completion. The initial interviews will also be used to identify key points of contact to collect data and schedule interviews within the department.

## TASK RESULT

Based on the results of these interviews and initial data collection, the project team will prepare an issues list that will provide the basis for subsequent analytical steps. The project team will also finalize the project work plan and project deliverable schedule.

## Task 2 | Receive Community and Employee Stakeholder Input

The past three years have shown that the community wants its voice heard directly. This study is a critical component in providing a forum for the consultants to hear feedback from the public and employees and develop constructive strategies around this feedback.

The project team will utilize several methods of engagement in this phase of the project:

- Holding a two community meetings
- Utilizing a survey for Police Department employees

Our proposed approach to each of these is described in the following subsections.

### (1) Community Stakeholder Input

The project team will conduct a series of two (2) community workshop meetings for the general public. These meetings allows for weekday evening and weekend morning options for participation as well as different neighborhoods. Topics will include:

---

#### Engagement and Communication

Does the community feel that the department is transparent? Do sufficient avenues exist for the community to express its concerns? What improvements could be made to the process?

---

#### Community Priorities

What public safety priorities does the community want the department to focus on? Are the issues the Police Department focuses on aligned with the community's priorities?

---

The focus group meetings could either be in person, virtual, or a hybrid setting. The City would promote these meetings on its social media platforms and website.

## (2) Input from Police Department Personnel

Input from within the Police Department is also critical to understanding issues regarding service delivery and alternatives. Additionally, their views are instrumental in helping to understand the greater context of police-community relations.

While many employees will be individually interviewed, the project team will develop and administer an online employee survey to obtain input on key issues directly within the scope of this study.

### TASK RESULT

The project team will gather community and employee input to better understand their views on Police Department response and alternatives.

## Task 3 | Descriptive Profile

The project team will document its initial understanding of the department, its service levels, staffing, and service environment in a comprehensive descriptive profile of the organization. The draft document will provide a foundation for subsequent analysis by ensuring the accuracy of our assumptions and understanding of key details. The profile will also review the functionality of each area of the department, the key workload and service level drivers of each work unit.

The profile will also provide a description of current facility uses and allocations of space.

The draft document will be reviewed on site with the project team, with corrections and revisions being made thereafter. This meeting will also provide an opportunity to discuss initial observations and findings, coordinate any remaining data collection needs, and discuss the next steps of the project.

### TASK RESULT

The project team will develop a descriptive profile of the department will be created, detailing the staffing, workload levels, service goals, and deployment schedules of the department, as well as outline the organizational and public safety objectives achieved by each unit.

## Task 4 | Analysis of Workload and Staffing Needs

The project team will develop a comprehensive analysis of staffing needs for every function and assignment within the department, including both sworn and civilian employees. Additionally, the analysis will determine strategies achieving the best use of existing resources. For every function, the analysis will focus on the ability of staffing levels to achieve targeted service levels and support effective operations management.

### (1) Patrol Workload, Proactivity, and Staffing

Analysis of community-generated calls for service using computer aided dispatch data is central to this effort. project team will determine current service levels through the following:

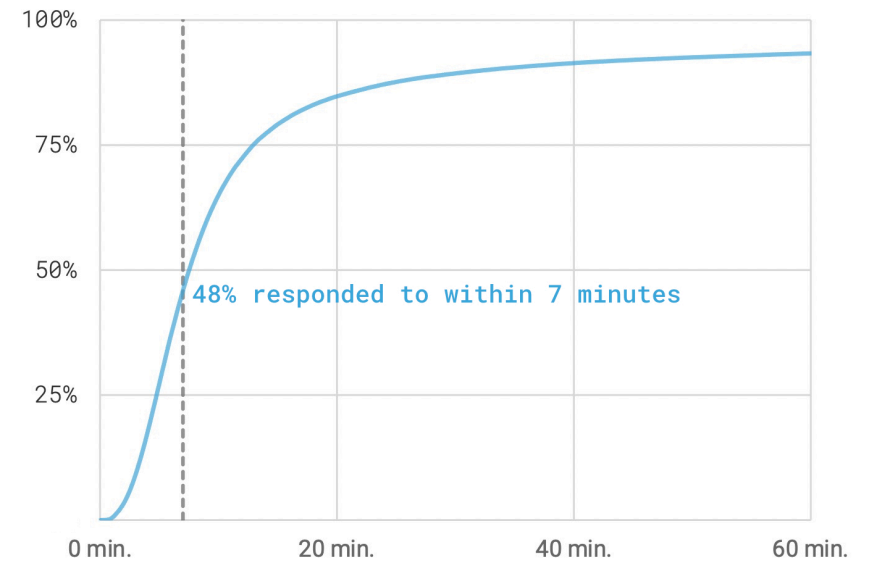
- Analysis of patrol workload, including at the following levels:
  - Calls for service by hour and weekday, month, area, priority level.
  - Response and travel times by priority level and call classification.
  - Total spent handling calls by primary and backup units by time and area.
  - Factors and assumptions for other workload factors, such as report writing.
- Patrol self-initiated activities and community engagement strategies, including:
  - Self-Initiated activities by hour and weekday.
  - Trends in types and frequency for self-initiated activities.
- Determine patrol staffing needs, both overall and at the level of each shift based on workloads and targets for proactivity.

*The following tables provide examples of the firm's approaches to analyzing crime, calls for service, and patrol proactivity (uncommitted) time:*

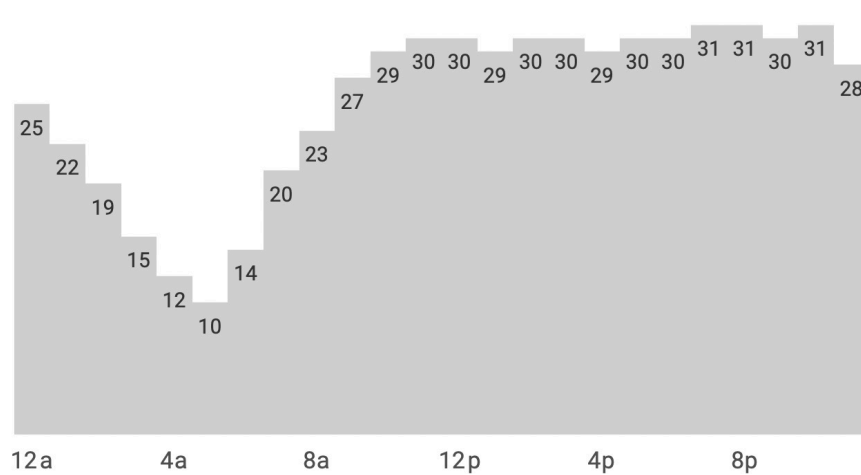
Uncommitted Time by Hour and Weekday

|          | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Overall |
|----------|-----|-----|-----|-----|-----|-----|-----|---------|
| 2am–6am  | 43% | 56% | 61% | 61% | 60% | 57% | 47% | 54%     |
| 6am–10am | 44% | 34% | 34% | 33% | 34% | 34% | 40% | 40%     |
| 10am–2pm | 22% | 17% | 20% | 20% | 20% | 19% | 21% | 21%     |
| 2pm–6pm  | 32% | 27% | 29% | 29% | 28% | 27% | 31% | 29%     |
| 6pm–10pm | 24% | 23% | 22% | 22% | 24% | 22% | 22% | 25%     |
| 10pm–2am | 21% | 34% | 36% | 37% | 34% | 30% | 20% | 30%     |
| Overall  | 31% | 32% | 34% | 34% | 33% | 32% | 30% | 32%     |

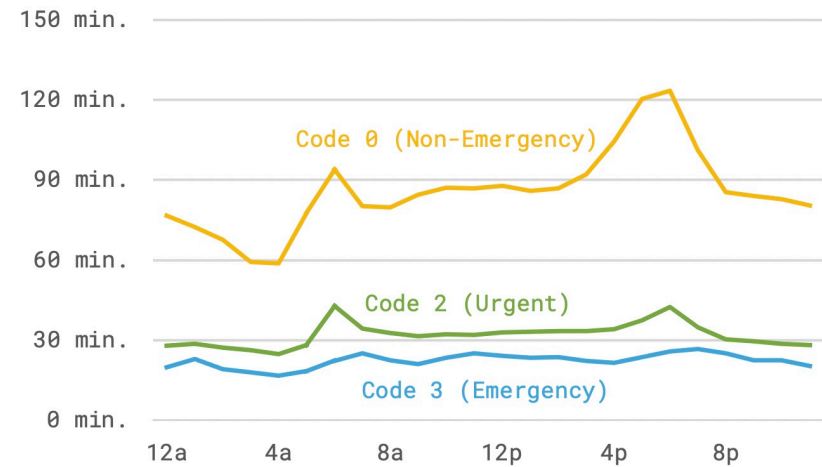
Probability of Code 3 Calls Meeting Response Time Goal

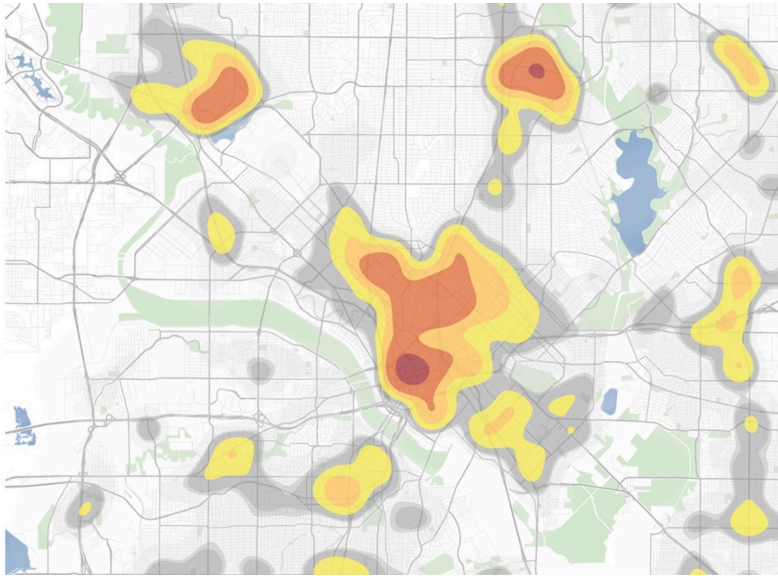


Deployed Officers Needed to Meet Uncommitted Time Goal

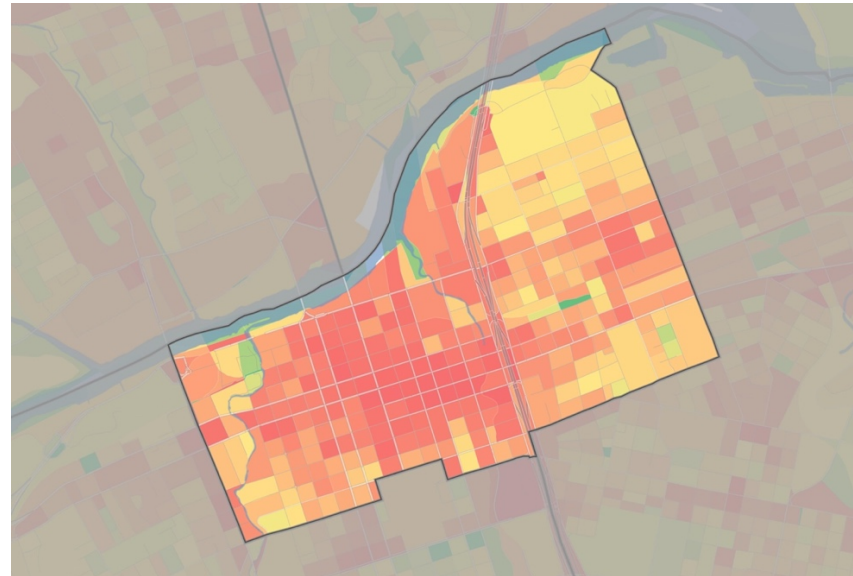


Response Time Performance by Hour





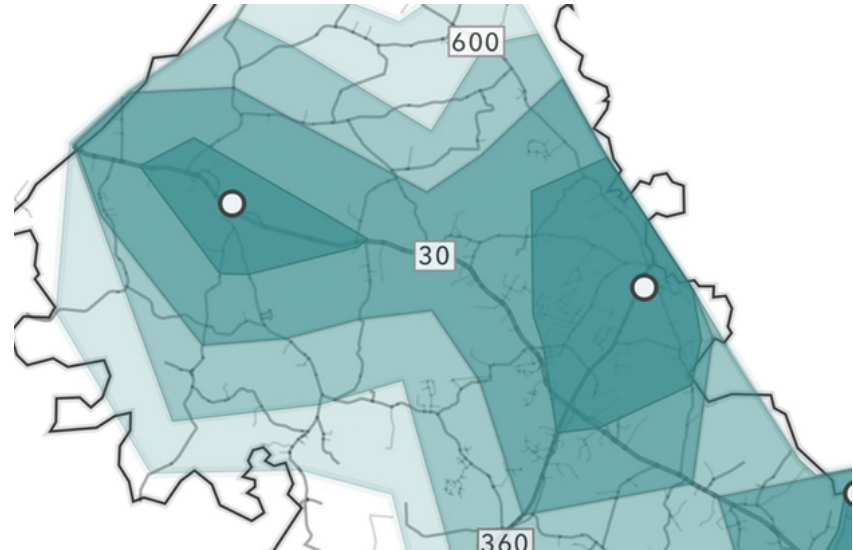
Hotspot analysis



Visibility and saturation



Patrol deployment zones



Response time analytics

## (2) Investigations

The analysis of investigations workload and staffing needs incorporates input received from the interviews conducted with investigative managers, comprehensive collection of data to examine caseloads and associated workloads, as well as a review of participation in specialized regional task forces. Through this process, the project team will develop an analysis of staffing needs for investigative functions, including review of the following:

- Case assignment and screening.
- Management of versus inactive cases.
- Average workloads by detective in each investigative unit.
- Coordination with patrol and records.
- Average time from initial report, assignment of the case, and start of work.
- Solvability factors and work priority management.
- Division of case types by unit.

The interim deliverable of staffing needs will provide preliminary findings on issues associated with staffing throughout the department, as well as the number of staff needed by function to meet targeted service levels. The draft document will be reviewed with the project steering committee, with revisions made thereafter.

### TASK RESULT

The project team will develop an interim report that provides a comprehensive analysis of the workload and staffing needs in every function in the department.

## Task 5 | Projection of Future Service Demands, Staffing and Facility Needs

The unique factors of a community shape the service environment that law enforcement personnel operate in, and as a result, there is not a one-size-fits-all approach to identifying strategic planning.

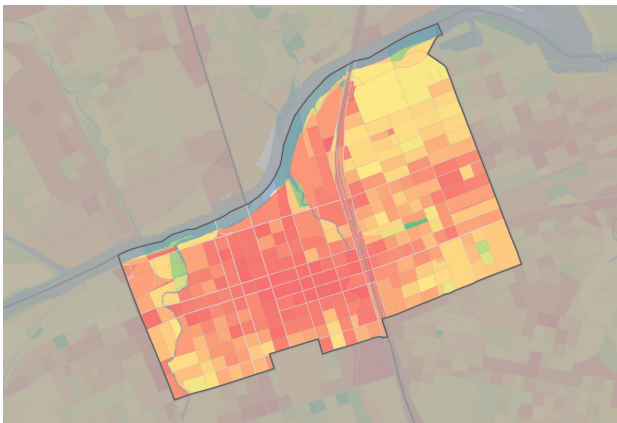
The modeling system we have developed to determine the impacts of development and growth on police service demands is the combined product of using advanced technical capabilities and our experience in working with law enforcement clients.

## (1) Workload and Staffing Projections

This analysis will be used to develop comprehensive assessment of the department's staffing needs over the next ten years, providing specific projections for each individual position and unit within the department.

Key aspects of the model employed to create an accurate and defensive model for planning service and personnel needs include the following:

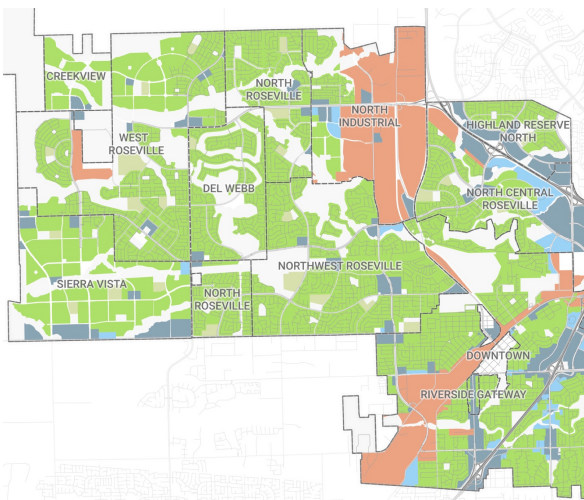
### Illustrative Factors Considered to Project Staffing Needs



#### Geographic Analysis of Service Needs

In order to model the effects of the anticipated growth in the community, it is critical to understand the rates at which existing and similar developments generate police workloads.

Our analysis will utilize a GIS-centered approach to examine geospatial trends in police service demand.

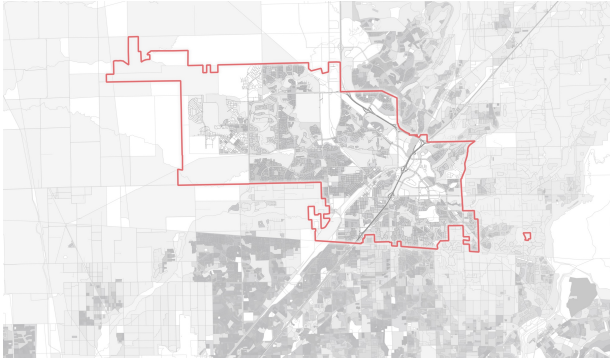


#### Current and Anticipated Land Use

Different types of residential, commercial, and industrial zoning spaces have unique impacts on public safety service needs.

We will meet with city and county planning and development to understand how land is used currently, as well as the configurations of anticipated developments, in order to accurately model how these needs will evolve.

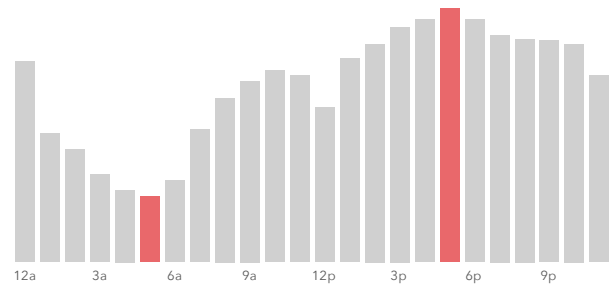
The data collected from city and/or county planning and development departments, as well as other resources, will form the basis of our GIS model of how police service needs will evolve over the next 5 years.



### Local and Regional Interactions

Understanding the context of the community within its surrounding region is essential to forecasting its planning needs. This includes developing an understanding of factors such as:

- Daytime working population and effects on field resource demands.
- Entertainment area growth and impacts on needs for specialized resources.



### Workload-Based Projections

Rather than base projections for future staffing needs on a simple ratio such as officers per capita, our analysis builds staffing needs from how workload is changes – whether driven by calls for service for patrol personnel, cases for investigators, or reports and administrative workloads for records staff.

As police service workloads drives the actual needs to grow the organization, our analysis defensibly anchors the planning process to the changing dynamics of the community.

Data collected for the analysis of projected service and personnel needs includes the following:

- CAD data (up to the past three years if current CAD system has been in place for that timeframe).
- Supporting information for CAD analysis (e.g., unit code and incident type lists, patrol schedules, incident report totals, arrest and booking totals).
- UCR/NIBRS (up to the past three years; including location coordinates if data systems allow).
- Planning and land use GIS shapefiles (preferably including information such as commercial space, housing unit counts, and other key data).
- Information on planned development activity, including the current stage of each project (e.g., development review permit issued, etc.) and estimated timeframe for completion.

The project team will collect other publicly available data used for the analysis, such as road networks, census data, and geographical features.

## (1) Facility Projections

These workload and staffing projections will then be used to evaluate the impacts on facility needs and specifically how the department's needs will grow into the current building envelope and displacing other functions currently housed there. The steps which the project team will take in conducting this analysis are:

- Evaluate current space allocations for police and other municipal functions in the facility.
- The project team will develop space standards that are applied specifically to each function in the facility.
- The impacts of additional police officers, administrative staff and support space on facility needs will be evaluated.
- A time-phased plan will be developed which will forecast how and when police needs will expand within the building envelope and other uses displaced. Opportunities for joint uses of space in the interim will be evaluated.

The results of the service needs and staffing projections will be developed into an interim deliverable that provides comprehensive projections for service, staffing, and facility needs for every police department function.

The interim document will be reviewed with the project steering committee, with revisions being made thereafter as needed. It is also important to note that our planning models will also be provided to the department prior to the completion of the project, enabling for adjustments to be made in the future as growth trajectories shift.

### TASK RESULT

The analysis will result in an interim deliverable that comprehensively projects law enforcement workloads, staffing, and facility needs over the next ten years for every department position and functional area. The project team will review the draft deliverable with the steering committee, and make revisions thereafter as needed.

## Task 6 | Final Report

The draft final report combines each of the analytical steps and interim deliverables into one document, including recommendations for each area covered in the study. It is critical that the recommendations made as part of the study be specific, measurable, prioritized,

and associated with a detailed and comprehensive timeline for implementation. It will include the following elements:

- An **executive summary**, summarizing the major findings of the study.
- Results and key findings from the **employee survey**.
- Results and key findings from the **community input meetings and survey**.
- Comprehensive **analysis of workload, staffing, and deployment** for each function within the department.
- Detailed **projection of future growth and development** over the next ten years, included associated impacts on service demands, and how those impacts translate into staffing needs in every police department functional area.
- An assessment of the impacts of growth on **facility needs** for the department and specifically phasing growth into the current building.
- A comprehensive list of recommendations, including staffing needs for each function within the department, both now and throughout the projection timeframe. Recommendations will also include any associated financial impacts and strategies for prioritization.

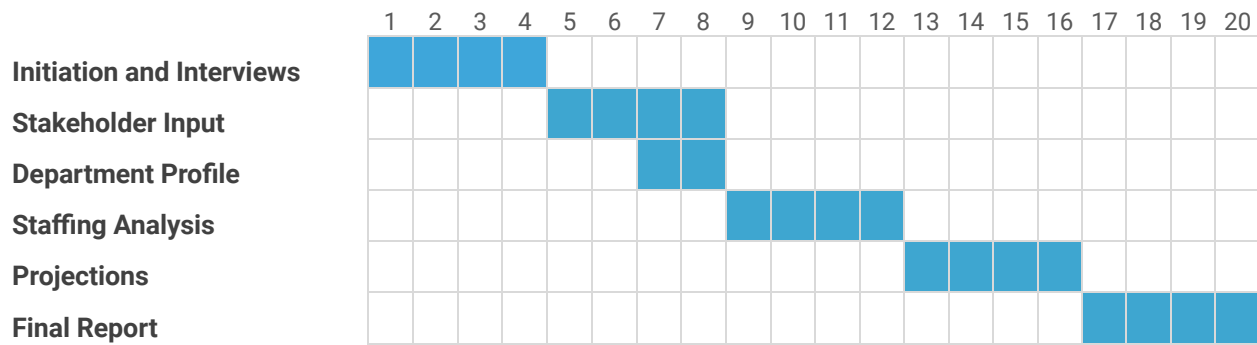
The draft final report will be reviewed with the project steering committee on site, and any key stakeholders identified through the process of the study. The project team will thereafter be available make presentations to key stakeholders, including the elected officials, as requested.

#### TASK RESULT

The project team will develop a draft final report that builds upon all interim deliverables to provide a comprehensive analysis of the department, including recommendations, projected impacts over the next ten years, and an actionable timeline for implementation. The project team will be available to present to the department and city as needed thereafter.

## 2. PROJECT SCHEDULE

We propose a 20-week timeline to complete the project, as outlined in the following schedule:



### 3. COST

The following table outlines our proposed cost to conduct the study, with rates shown by staff category and hours spent on each task:

|                           | PM/VP    | Sr. Manager/<br>Manager | Sr. Consultant | Consultant | Cost            |
|---------------------------|----------|-------------------------|----------------|------------|-----------------|
| Initiation / Interviews   | 26       | 24                      | 16             | 4          | \$9,098         |
| Stakeholder Input         | 16       | 12                      | 16             | 4          | \$6,568         |
| Descriptive Profile       | 12       | 20                      | 8              | 8          | \$4,956         |
| Workload and Staffing     | 36       | 38                      | 20             | 16         | \$13,468        |
| Projections               | 52       | 36                      | 8              | 20         | \$16,397        |
| Final Report              | 24       | 22                      | 20             | 8          | \$9,552         |
| Total Hours               | 166      | 152                     | 88             | 60         |                 |
| Hourly Rate               | \$253    | \$185                   | \$130          | \$110      |                 |
| Total Professional Fees   | \$42,000 | \$28,120                | \$11,440       | \$6,600    | \$88,160        |
| Project Expenses          |          |                         |                |            | \$4,840         |
| <b>Total Project Cost</b> |          |                         |                |            | <b>\$93,000</b> |

## 4. QUALIFICATIONS

### 4.1 Introduction to the Matrix Consulting Group

Matrix Consulting Group was founded two decades ago to provide detailed organization and management analytical services to local government. Our firm's history and approach is centered around our service philosophy:

- While we were founded in 2002, the principals and senior staff of our firm have worked together in this and other organizations for between 10 and 30 years.
- The only consulting services we provide are to local government. Although law enforcement is our firm's largest single practice area, most of our projects span a wide range of local government functions.
- We work together as one team on our consulting engagements and do not typically utilize subcontractors. Our law enforcement consulting team is comprised of career police services consultants, as well as former police managers who are now consultants with the firm.
- Our firm is headquartered in California (San Mateo, in the Bay Area). We also have offices in Dallas, St. Louis, Portland, South Florida, Charlotte, and Orange County (CA). We currently have 23 full-time and 4 part-time staff.
- We are an independent firm. In 2018, we created a Canadian firm wholly owned by Matrix, MCG Consulting Solutions, to better serve the Canadian market.

### 4.2 Law Enforcement Consulting

While we provide a variety of services to local government our most significant service area is public safety. The Matrix Consulting Group project team has conducted studies of more than 400 law enforcement agencies in Texas and throughout the United States and in Canada. Our services in police consulting are varied and include:

- Community-centered policing.
- Staffing, deployment and scheduling.
- Organization and management of services.
- Strategic, resource and management planning.

Our recent experience include numerous staffing studies for Texas law enforcement agencies, most of which involving projections analysis:

|                |                     |                   |
|----------------|---------------------|-------------------|
| Austin, TX     | Denton, TX          | Lewisville, TX    |
| Buda, TX       | Fair Oaks Ranch, TX | San Antonio, TX   |
| Boerne, TX     | Fort Worth, TX      | Sunnyvale, TX     |
| Burleson, TX   | Glenn Heights, TX   | Texas City, TX    |
| Cedar Hill, TX | Kyle, TX            | Travis County, TX |

In addition, we are currently working with Cedar Park, TX on a staffing and strategic planning study.

#### 4.3 Project Team

All staff for our proposed team are highly experienced, having conducted hundreds of police service studies, including each of those listed above. Our highly qualified team is comprised of the following:

- **Richard Brady**, with over 40 years of police analytical experience working with over 400 law enforcement agencies throughout the country and in Canada. He would be involved in every facet of the project.
- **Devon Clunis**, a Senior Manager with over 30 years of experience as a consultant and transformational police professional, including chief in Winnipeg (MB) and recent head of Ontario's Inspectorate of Policing.
- **Ian Brady**, a Vice President with 12 years of experience in law enforcement consulting; he leads our police consulting practice and has developed all of the firms deployment and staffing models.
- **John Scruggs**, a Manager, and former Portland Police Bureau leader, has over 26 years of law enforcement experience. He co-authored legislation on body worn cameras in Oregon.
- **Aaron Baggaly**, a Senior Manager who works in our public safety services practice and focuses on resource and facility needs.
- **Tim Donohoe**, a Senior Consultant with over 26 years of law enforcement experience and an Adjunct Professor at the University of Nevada, Reno.
- **Ryan Peterson**, a Consultant, specializes in GIS capabilities and has over five years of experience in conducting geospatial analysis for local governments.

The following pages provide resumes for each of the team members proposed for this project:

## RICHARD BRADY

### PRESIDENT, MATRIX CONSULTING GROUP

**Richard Brady** founded Matrix Consulting Group in 2002 and also leads our public safety practice, which includes law enforcement, and justice studies. He has served as the project manager or lead analyst on hundreds of public safety studies in his 40 year career.

His subject matter expertise includes police staffing and deployment, management effectiveness, and governance and transparency. Prior to his founding of these two firms, he served for over 20 years as a practice leader in two other firms, including Maximus.

### Experience Highlights

**Austin, TX:** Richard lead a consulting team to assist the APD recreate its approach to community policing to involve everyone, not just those with specialty assignments. While the study supported the addition of staff, the study also found that there were significant opportunities to support community policing in leadership, policies, recruitment, training, supervision, and use of data.

**Columbus, OH:** Richard led this recent project that identified the need for new positions, but more importantly, identified a number of areas which would improve the quality of service and integrity, including:

- Steps to improve upon building trust in the community.
- Changes to use of force policies and biased policing.
- Increase training on de-escalation and procedural justice.
- Increase the use of civilians in the field and in administration.

In general, there was a 'disconnect' between the goals, policies and commitments and the reinforcement of these in management.

**Ossining, NY:** Richard was the Project Manager on this just-completed engagement evaluating opportunities to reform policing consistent with 21<sup>st</sup> Century Policing concepts:

- Improve the transparency of the Complaint Review Board.
- Work with other agencies to create a mental health response unit.
- Expand training in the areas of racism, bias, de-escalation.

### Role on This Engagement:

Richard will serve as a project executive and advisor.

He will be involved in all project stages, including on-site interviews and review meetings. He will lead product design and quality control.

### Relevant Clients:

MB Winnipeg  
ON Kawartha Lakes  
AB Edmonton  
CA Los Angeles  
CA San Francisco  
TX Austin  
TX Fort Worth  
MO Kansas City  
OH Columbus  
NY Ossining  
NY Albany  
VA Richmond  
NC Raleigh  
NC Asheville  
AZ Phoenix  
WA Tacoma  
OR Portland

### Years of Consulting Experience: 40

### Education:

BA, California State University, East Bay.

PhD, Oxford University, U.K.

### Notable Accomplishments:

Ohio Commission on Juvenile Justice

Massachusetts Governor's Committee on Local Government

### Professional Association:

Association of Local Government Auditors

International City-County Management Association

## DEVON CLUNIS

DIRECTOR, MATRIX CONSULTING GROUP

FORMER CHIEF OF WINNIPEG POLICE SERVICE

---

**Devon Clunis** served as Chief of Police of the Winnipeg Police Service, and was the first Black police chief in Canada. He is a highly regarded policing professional, with 35 years of combined policing and consulting experience. He is recognized internationally as a thought leader in advancing policing excellence through a collaborative, community-centered approach.

Mr. Clunis served 29 years with The Winnipeg Police Service in Manitoba, Canada, retiring as Chief of Police in 2016. Most recently, he undertook the role of Inspector General of Policing in Ontario, overseeing the establishment of The Inspectorate of Policing in Canada's largest province, overseeing 45 police agencies and their corresponding Civilian Police Boards.

### Experience Highlights

**Province of Ontario:** Provided strategic oversight of the establishment of the Inspectorate of Policing, ensuring critical collaborative input from relevant stakeholders, including the public, Police Services, Police Boards, Police Unions, and various other bodies within the Justice System framework. Oversaw all aspects of Vision, Mission, and Guiding Principles formation. Established policies, procedures, and SOP guidelines. Led the hiring of staff and created a people-centered, community-focused, continuous pursuit of excellence operational framework. Oversaw the creation of the implementation and operational, strategic plans to guide the establishment and future operations of the Inspectorate.

**City of Winnipeg:** Served as Chief of Police, and led overarching institutional change. Facilitated the creation of five-year transformational strategic and business plans to lead the organization from 2015 to 2019. Worked with police and the community to develop a collaborative approach to community safety and well-being, resulting in a critical shift in police and community relationships.

### Role in This Engagement:

Chief Clunis will utilize his extensive experience in engaging stakeholders to build strategies across all areas of the organization, focusing particularly on organizational culture and community engagement.

### Relevant Clients:

CA Los Angeles  
OH Columbus  
MO Kansas City  
AZ San Carlos  
PA Macungie  
WI Madison

AB Edmonton  
MB Winkler  
MB Modren  
ON Kawartha Lakes

**Years of Consulting Experience:** 35

**Years of Government Experience:** 29

### Education:

Law degree from Quebec City's *Université Laval*.

Political science / economics degree from Montreal's McGill University.

## AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

**Aaron Baggarly** is a lead analyst on projection analysis, facility assessment, programming, space needs assessment, and master planning engagements. He also has significant experience in evaluating law enforcement operations and staffing needs.

Aaron's relevant experience include:

- Worked on numerous law enforcement projection studies, in communities such as Buckeye, AZ.
- Completed over 70 facility studies for all government facilities with an emphasis on law enforcement facilities.
- Conducted facility condition assessments, space allocation review, architectural space programs, and space projections.
- Develop facility master plans that address current and future spatial needs with a combination of new construction, adaptive re-use, and analysis for centralized and decentralized operations.
- Studies results in determining facility needs based on user's operational approaches.

### Experience Highlights

**Buckeye, AZ:** Aaron served as an analyst on this staffing and facility master plan for the Police Department. Key project tasks included:

- Identification of the current and 20-year staffing needs.
- Completed a comprehensive architectural space program to address two police department growth scenarios. This program identified the spatial needs for a centralized and decentralized facility approach.
- Conducted a geographic analysis to determine optimal locations for a new police headquarters and substations.

**Sandersville, GA:** Aaron was the project manager and space analyst on this facility and space planning needs assessment study for the police and fire departments. Analysis included:

- Assessed current and future space needs to meet the 20 year operational and facility needs.
- Completed an architectural space program for police and fire operations.
- Completed a geographic spatial analysis based on calls for service for the Fire Department.
- Determined site needs and evaluated the suitability of City owned parcels to located public safety facilities.

### Role on This Engagement:

Aaron will serve as a projections and facility analyst.

### Relevant Clients:

|    |                    |
|----|--------------------|
| AL | Gulf Shores        |
| AZ | Buckeye            |
| CA | Napa County        |
| CA | Sunnyvale          |
| FL | Monroe County      |
| FL | Pasco County       |
| GA | Sandersville       |
| IA | Davenport          |
| KS | Valley Center      |
| KS | Wyandotte County   |
| MA | Yarmouth           |
| MN | Hennepin County    |
| MT | Billings           |
| NC | Durham             |
| NC | Wake County        |
| ND | Red River Dispatch |
| NE | Fremont            |
| NY | New Rochelle       |
| SC | Oconee County      |
| SC | Richland County    |
| TX | Hays County        |
| TX | Kyle               |
| TX | San Marcos         |
| UT | Grand County       |
| WA | Redmond            |

**Years of Experience:** 15

### Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

### Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

## IAN BRADY

### VICE PRESIDENT, MATRIX CONSULTING GROUP

Ian Brady is a Vice President with Matrix Consulting Group in our Police Services Practice. He leads our data analytics unit, and has over 10 years of consulting experience. Specializing in public safety, he works on all of our police, fire, corrections, and emergency communications studies.

Mr. Brady is the lead developer on all of our statistical modeling and data analytics efforts, and has created standalone models in support of our studies' analytical efforts, including for:

- New agency formation feasibility, financial and service delivery modeling.
- Growth forecasting using GIS-based projections for population, service needs, and staffing requirements.
- Comprehensive workload and staffing analytics.
- Interactive scheduling configuration, forecasting effects on service levels and overtime usage.

### Experience Highlights

#### Los Angeles, CA: LAPD Basic Car Area Boundary Study

- Led a comprehensive staffing study of LAPD field services.
- Recreated the patrol geographic deployment structure from the granular level, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Analyzed patrol resource allocation strategies, recommending improved methods in order to better equalize service levels.

#### San Francisco, CA: Police Department Staffing Analysis

- Lead analyst on a comprehensive staffing study of the department.
- The project was designed to create defensible methodologies for determining the staffing needs of all 600+ assignments in the department based on service needs and other factors. These methodologies were then used to recommend appropriate staffing levels in every position.
- Developed and designed an interactive analytical tool for SFPD to use in the future to recreate the analysis in its entirety.

#### Role on This Engagement:

Ian will serve as the lead analyst in field services, as well as more generally over data analytics. He will be involved in all project stages, including on-site interview and review meetings, and will be involved in the development of each deliverable.

#### Relevant Clients:

|    |                 |
|----|-----------------|
| AZ | Peoria          |
| AL | Birmingham      |
| CA | Berkeley        |
| CA | Los Angeles     |
| CA | Roseville       |
| CA | Sacramento      |
| CA | San Francisco   |
| CA | San Jose        |
| CO | Adams County    |
| FL | Miami Beach     |
| FL | Orange County   |
| GA | DeKalb County   |
| HI | Kauai County    |
| IA | Davenport       |
| IL | Lansing         |
| IL | Rockford        |
| KS | Wichita         |
| MB | Winnipeg        |
| MD | Harford County  |
| MD | Howard County   |
| MN | Hennepin County |
| MO | Columbia        |
| MO | Clayton         |
| MO | Kansas City     |
| MO | St. Louis       |
| OK | Midwest City    |
| NC | Raleigh         |
| NJ | Mahwah          |
| NM | Rio Rancho      |
| NY | Newburgh        |
| OH | Columbus        |
| OR | Portland        |
| PA | Carlisle        |
| TX | Austin          |
| TX | Denton          |
| TX | Fort Worth      |
| TX | Travis County   |
| VA | Suffolk         |
| WA | Tacoma          |
| WI | Oshkosh         |

**Years of Experience:** 10

#### Education:

BS in Politics, Willamette University

## JOHN SCRUGGS

### MANAGER, MATRIX CONSULTING GROUP

**John Scruggs** is a former Captain with the Portland Police Bureau, with 26 years of experience in law enforcement. He is now a manager and analyst on our law enforcement, public safety, and criminal justice engagements. His relevant experience include:

- Completed over 50 studies for law enforcement, public safety, and criminal justice clients.
- Analysis focuses on operational and staffing review, workload analysis, net annual work hour determination, and alternative scheduling analysis.
- Expertise also includes the evaluation of administrative, dispatch, investigations, patrol, records, and property and evidence functions.

### Experience Highlights

**Kansas City, MO:** This study evaluated the staffing needs of the Police Department. Key findings included:

- Opportunity for greater fiscal savings by transitioning 30 positions from sworn to civilian staff, primarily in administrative areas (e.g. finance, records, fleet maintenance, security, IT, and HR).
- Identified the need for additional positions related to open record requests, reviewing BWC footage, and packaging of officer videos for judicial proceedings.
- Provided insight into alternative organizational structures and span of control in administrative functions.
- Conducting workload analysis to determine staffing needs for non-patrol and investigative units.

**Kawartha Lakes, Ontario:** John served as the lead analyst of the on this engagement which reviewed the current staffing and developed staffing projections for a facilities study. Key recommendations included:

- Identified two patrol positions needed in the next 4 years and six positions over the next 20 years to better meet adopted proactive policing thresholds.
- Identified a shortage of detectives assigned to investigate crimes committed at the Central East Correctional Center.
- Reviewed space projections to meet desired operational approaches and service levels.

### Role on This Engagement:

John will serve as a lead analyst on police training, best practices, policies, organizational issues, and operations.

### Relevant Clients:

|    |                 |
|----|-----------------|
| AL | Gulf Shores     |
| AZ | Buckeye         |
| CA | Los Angeles     |
| CA | San Jose        |
| CA | Santa Clara     |
| FL | St. Cloud       |
| KS | Kansas City     |
| KS | Wichita         |
| MA | Yarmouth        |
| MN | Hennepin County |
| MO | Kansas City     |
| NC | Raleigh         |
| NC | Waxhaw          |
| OR | Tigard          |
| PA | Lower Saucon    |
| PA | Narberth        |
| PA | Upper Macungie  |
| TX | Denton          |
| TX | Fort Worth      |
| TX | Glenn Heights   |
| TX | Sunnyvale       |
| WA | Monroe          |
| WA | Tacoma          |
| WI | Dodge County    |

### Years of Experience: 32

**Education:** Master of Public Administration and B.S. in Political Science from Portland State University

## TIM DONOHOE

### SENIOR CONSULTANT, MATRIX CONSULTING GROUP

---

**Tim Donohoe** is a Senior Consultant with over 26 years of experience in both local and international law enforcement. He most recently served as Mission Advisor for the United States Department of Justice, International Criminal Investigative Training Assistance Program for the country of Armenia and as a Senior Law Enforcement Advisor for the country of Ukraine implementing police reform.

He is a retired Commander with the Reno, NV Police Department and has command level experience in both police operations and administration.

Mr. Donohoe holds a Master's degree in Criminology and Criminal Justice from the University of Colorado at Denver and a Bachelor of Science degree in Criminology and Criminal Justice from Portland State University. He is an Adjunct Professor at the University of Nevada, Reno.

### Experience Highlights

#### U.S. Department of Justice, International Criminal Investigative Training Assistance Program: Mission Advisor, Armenia

- Supported the government of Armenia's effort to develop a new patrol police department. Aid in the development of patrol police admission standards, institutional procedures, training requirements, and civilian ministry oversight.
- Worked closely with the Armenian Ministry of Justice, the Armenian National Police Executive Staff, and newly selected Armenian National Patrol Police leadership.

#### Senior Law Enforcement Advisor, Ukraine

- Instruct/assist with implementation of various programs associated with police reform efforts.
- Territorial Community Police Officer (TCPO) Supervisor Project o Police Training Officer Program (Train the Trainer Course)

#### Lead Trainer/Supervisor, Ukraine

- Led a team of trainers in designing and instructing two, one month-long train-the-trainer courses in community-oriented policing, use of force techniques, and patrol tactics.

#### Bangladesh National Police Project

- Assisted in the development of a police training program and manual – Using Community Policing and Problem Solving to Counter Violent Extremism and Terrorism.

### Relevant Clients:

CA Richmond  
 CA Signal Hill  
 ID Boise  
 NY Monroe County  
 OR Bend  
 PA Pittsburgh  
 TX Cedar Hill  
 TX Texas City  
 VA Virginia Beach  
 WI Milwaukee

### Education:

MA, University of Colorado, Denver

BS, Portland (OR) State University

### Professional Association:

International Association of Chiefs of Police (IACP)

Police Executive Research Forum (PERF)

American Society of Evidence Based Policing (ASEBP)

## RYAN PETERSON

### CONSULTANT, MATRIX CONSULTING GROUP

**Ryan Peterson** is a data and GIS analyst with the firm and is involved in all law enforcement and fire projects. He performs data and GIS analysis for all public safety studies and is responsible for the creation of our response time analysis and graphics. He has over eight years of geospatial and data analysis for public safety agencies. Prior to joining the Matrix Consulting Group in 2017 he was a GIS analyst for several local government agencies in the Pacific Northwest.

### Experience Highlights

#### **Buckeye, AZ:** Police Staffing and Facility Master Plan

- Conducted the calls for service data analyst to determine the location for police calls for services.
- Geographic analysis to determine ideal locations for a future police substation.
- Developed three projection scenarios to determine future workload and staffing models.

#### **Los Angeles, CA:** LAPD Basic Car Area Boundary Study

- Assisted in the recreation the patrol geographic deployment structure from the granular level, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Analyzed patrol resource allocation strategies, recommending improved methods in order to better equalize service levels.

#### **Davenport, IA:** Police and Fire Station Analysis

- Developed the geographic analysis for determining the relocation of Fire Station #3.
- Data analyst for both police and fire calls for service analysis and assisted with developing call volume density maps.

### Role on This Engagement:

Ryan will serve as the GIS analyst to help determine calls for service concentration and ideal location for a new station.

### Relevant Experience:

|    |                |
|----|----------------|
| AZ | Buckeye        |
| AZ | Peoria         |
| CA | Los Angeles    |
| CA | San Francisco  |
| CA | Suisun City    |
| FL | Miami Beach    |
| FL | Orange County  |
| HI | Kauai County   |
| IA | Davenport      |
| IL | Rockford       |
| MA | Billerica      |
| MD | Harford County |
| MO | Kansas City    |
| NC | Raleigh        |
| OH | Columbus       |
| TX | Fort Worth     |
| TX | Lewisville     |
| TX | Travis County  |
| WA | Monroe         |
| WA | Puyallup       |
| WA | Tacoma         |
| WI | Oshkosh        |

### Years of Experience: 8

### Education:

BS in Geography,  
University of Oregon



# CITY OF KYLE, TEXAS

## TIRZ No. 5 Caraway Hot Pursuit Newquest

**Meeting Date: 11/14/2023**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Consideration and approval of a Resolution Setting a Public Hearing for the Creation of a Tax Increment Reinvestment Zone Number 5. ~ *Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Staff Memo
- ☐ Resolution Setting Public Hearing
- ☐ TIRZ #5 Letter
- ☐ COK - TIRZ 5 Presentation(138032589.2)



---

**Mayor & Council Special Called Meeting**

DEPARTMENT: Planning

FROM: Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel

MEETING: Tuesday, November 14, 2023

---

**SUBJECT:**

TIRZ #5 Caraway/Hot Pursuit

**SUMMARY:**

Project Hot Pursuit is intended to receive full entitlements no later than the 12/19/23 City Council meeting. As a function of this project, an economic incentive in the form of a Tax Increment Reinvestment Zone (TIRZ) is anticipated to be created. Tonight's action is to approve the resolution setting a date for the public hearing for the creation of the TIRZ.

**OPTIONS:**

Approve, deny or amend the timeline.

**RECOMMENDATION:**

Approve the resolution as written.

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

N/A

**FISCAL IMPACT:**

The fiscal impact will be included at the 12/5/23 City Council meeting.

**STAFF CONTACT:**

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144

RESOLUTION NO. \_\_\_\_

**RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE CORPORATE LIMITS OF THE CITY OF KYLE, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF KYLE, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A TAX INCREMENT REINVESTMENT ZONE PRELIMINARY PROJECT AND FINANCING PLAN.**

**WHEREAS**, the City of Kyle, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits and within its extraterritorial jurisdiction; and

**WHEREAS**, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the "Zone") with the boundaries being described in the metes and bounds and depictions attached as **Exhibit A** hereto; and

**WHEREAS**, a certain approximately 37.99 acre tract of the land included in **Exhibit A** and specifically described in **Exhibit B** (the "Annexation Tract") is currently within the extraterritorial jurisdiction of the City, and the City expects to annex the Annexation Tract into its corporate limits concurrently with creation of the Zone, such that the boundaries of the Zone shall be solely within the corporate limits of the City; and

**WHEREAS**, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7<sup>th</sup> day before the date of the hearing in accordance with Section 311.003 of the Act; and

**WHEREAS**, the City Council has determined to hold a public hearing on *Tuesday, December 5, 2023* on the creation of the Zone.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:**

Section 1. That a public hearing is hereby called for *Tuesday, December 5, 2023 at 7:00 p.m.* in the Kyle City Hall, 100 W. Center Street, Kyle, Texas 78640, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the

Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit C** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Section 4. The City Secretary is hereby authorized and directed, on or before *November 28, 2023*, in accordance with the Act, to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City.

Section 5. Before the *December 5, 2023* hearing concerning the Zone, the City shall prepare a tax increment reinvestment zone preliminary project and financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

*[Execution page follows]*

**PASSED AND APPROVED ON THIS 14<sup>th</sup> DAY OF NOVEMBER, 2023.**

ATTEST:

\_\_\_\_\_  
Travis Mitchell, Mayor

\_\_\_\_\_  
Jennifer Kirkland, City Secretary

(CITY SEAL)

## **EXHIBIT A**

Metes and Bounds, Depictions for the Zone

**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 101.8289 ACRES (4,435,666 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 THE REMNANT PORTION OF A CALLED 104.08 ACRE TRACT CONVEYED TO CARAWAY CATTLE COMPANY FAMILY, IN VOLUME 4516, PAGE 662 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.T.), SAID 101.8289 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](http://www.4wardls.com)

**BEGINNING**, 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 tract, for the southwest corner and **POINT OF BEGINNING** hereof, 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**, with the east right-of-way line of said IH 35 and the west line of said 104.08 acre tract, the following three (3) courses and distances:

- 1) **N31°24’32”E**, passing at a distance of 1,908.08 feet a TxDot type II Brass Disc found for a point on line hereof, and continuing for a total distance of **3,067.92** feet to a calculated point for an angle point hereof, from which a TxDot Type I concrete monument found bears, S73°31’45”E, a distance of 1.21 feet,
- 2) **N53°13’03”E**, a distance of **107.88** feet to a calculated point for an angle point hereof, from which a TxDot Type I concrete monument found bears, N59°56’12”W, a distance of 1.01 feet, and
- 3) **N31°24’07”E**, a distance of **284.23** feet to an 1/2-inch iron rod with illegible cap found for the north corner hereof, said point being the north corner of said 104.08 acre tract, and being the west corner of Lot 2, 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.), said Lot 2 having been conveyed to SPI Strand 160 EX, LLC in Document No. 1830726 (O.P.R.H.C.T.), from which a 1/2-inch iron rod found for an angle point in the north line of said Lot 1, Amberwood Commercial, being in the south right-of-way line of Amberwood South (right-of-way varies), bears, N31°24’07”E a distance of 398.05 feet, and N72°48’46”E, a distance of 44.66 feet;

**THENCE**, leaving the east right-of-way line of said IH 35, with the northeast line of said 104.08 acre tract, in part with the southwest line of said Lot 2, Amberwood Commercial, and in part with the southwest line of Lot 1 of said Amberwood Commercial (no ownership information provided for Lot 1 per Hays County Appraisal District), the following two (2) courses and distances:

- 1) **S16°50’22”E**, passing at a distance of 724.16 feet a 1/2-inch iron rod with illegible cap found for the common south corner of said Lot 1 and said Lot 2, Amberwood Commercial, and continuing for a total distance of **752.15** feet to a 1/2-inch iron rod with “4Ward Boundary” cap found for an angle point hereof, and

- 2) **S16°53'19"W**, a distance of **610.34** feet to a 1/2-inch iron rod found for an angle point hereof;

**THENCE**, with the northeast line of said 104.08 acre tract, in part with the southwest line of said Lot 1, Amberwood Commercial, in part with the southwest line of a called 25.98 acre tract (described as "Tract 2") conveyed to Kyle Business Park, L.P. in Volume 2835, Page 819 (D.R.H.C.T.), and in part with the southwest lines of Lots 21 through 23, Block A, Kyle Business Park, Section One, a subdivision recorded in Volume 12, Page 395 (P.R.H.C.T.), said Lots 21 through 23 (described as part of "Tract 2") having been conveyed to Kyle Business Park, L.P. in Volume 2835, Page 819 (D.R.H.C.T.), the following three (3) courses and distances:

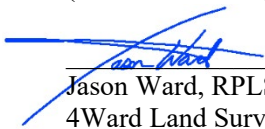
- 1) **S00°13'08"W**, passing at a distance of 5.71 feet a calculated point for the common west corner of said Lot 1, Amberwood Commercial and said 25.98 acre tract, and continuing for a total distance of **567.81** feet to a 3/8-inch iron rod found for an angle point hereof,
- 2) **S24°24'03"E**, passing at a distance of 431.92 feet 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, passing at a distance of 853.52 feet a calculated point for the common west corner of said Lot 21 and said Lot 22, from which a 1/2-inch iron rod with "Bryn" cap found bears **S37°03'32"W**, a distance of 0.39 feet, 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 got 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 northwest right-of-way line of said Bebee Road, for the southeast corner of said Lot 23, and being an angle point in the north 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.),

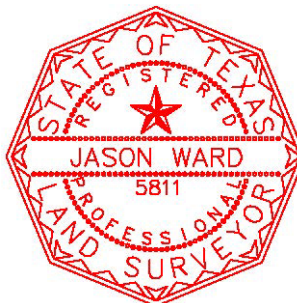
**THENCE**, with the north right-of-way line of said BeBee Road, with the north line of said 2.305 acre tract, and over and across said 104.08 acre tract, the following two (2) courses and distances:

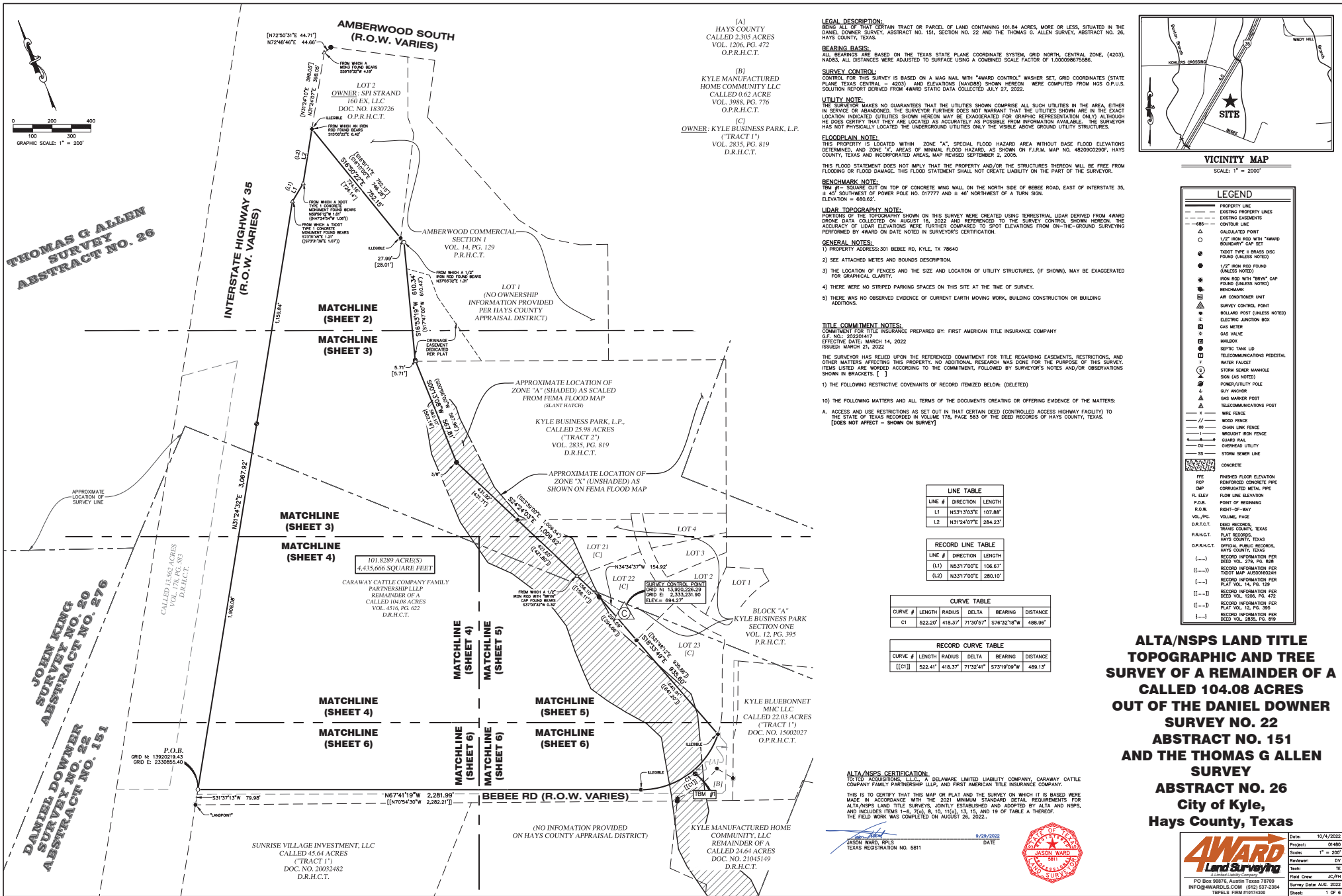
- 1) Along a curve to the right, whose radius is **418.37** feet, whose arc length is **522.20** feet, and whose chord bears **S76°32'18"W**, a distance of **488.96** feet to a 1/2-inch iron rod with illegible cap found for a point of tangency hereof, and
- 2) **N67°41'19"W**, a distance of **2,281.99** feet to the **POINT OF BEGINNING** and containing 101.8289 Acres (4,435,666 Square Feet) of land, more or less.

**NOTE:**

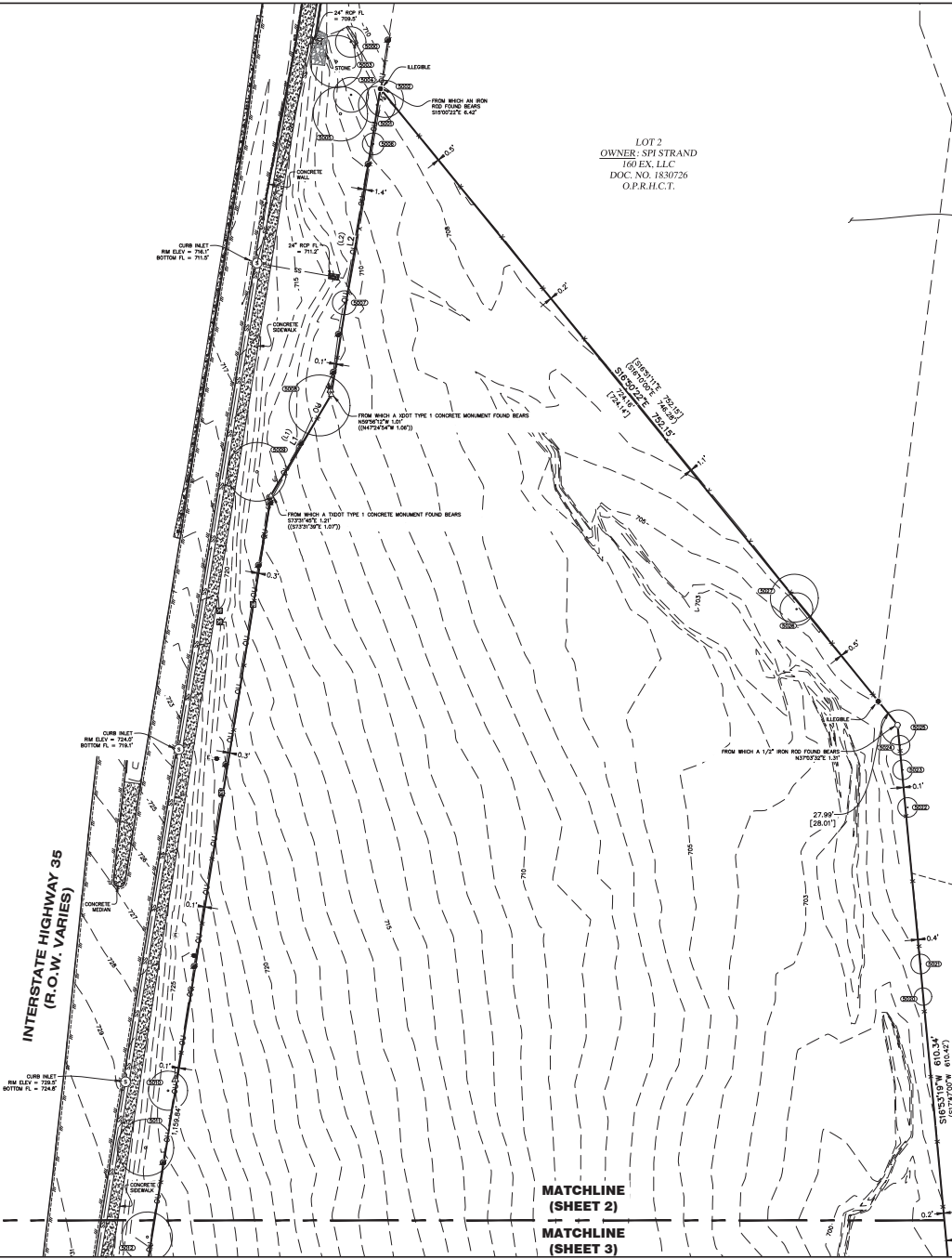
All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000098675586. See attached sketch (reference drawing: 01480.dwg).

  
10/4/2022  
Jason Ward, RPLS #5811  
4Ward Land Surveying, LLC





INTERSTATE HIGHWAY 35  
(R.O.W. VARIES)

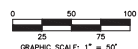


**TREE LIST**

| NUMBER | DESCRIPTION           |
|--------|-----------------------|
| 5000   | 14" WILLOW            |
| 5001   | 17" WILLOW 9-8        |
| 5002   | 17" CEDAR ELM         |
| 5003   | 24" WILLOW 15-12      |
| 5004   | 16" WILLOW            |
| 5005   | 25" CYPRESS           |
| 5006   | 10" CEDAR ELM         |
| 5007   | 11" LIVE OAK          |
| 5008   | 28" LIVE OAK          |
| 5009   | 27" LIVE OAK          |
| 5010   | 18" LIVE OAK          |
| 5011   | 26" LIVE OAK          |
| 5012   | 23" LIVE OAK          |
| 5013   | 23" LIVE OAK          |
| 5014   | 23" LIVE OAK          |
| 5015   | 25" LIVE OAK          |
| 5016   | 25" LIVE OAK          |
| 5017   | 22" LIVE OAK          |
| 5018   | 18" CHINA BERRY 12-11 |
| 5019   | 16" HACKBERRY         |
| 5020   | 8" HACKBERRY          |
| 5021   | 9" HACKBERRY          |
| 5022   | 9" HACKBERRY          |
| 5023   | 9" HACKBERRY          |
| 5024   | 9" HACKBERRY          |
| 5025   | 16" HACKBERRY         |
| 5026   | 15" WILLOW 10-10      |
| 5027   | 22" WILLOW 16-11      |

AMBERWOOD COMMERCIAL  
SECTION 1  
VOL. 14, PG. 129  
P.R.H.C.T.

LOT 1  
(NO OWNERSHIP  
INFORMATION PROVIDED  
PER HAYS COUNTY  
APPRAISAL DISTRICT)



**DETAIL "A"**

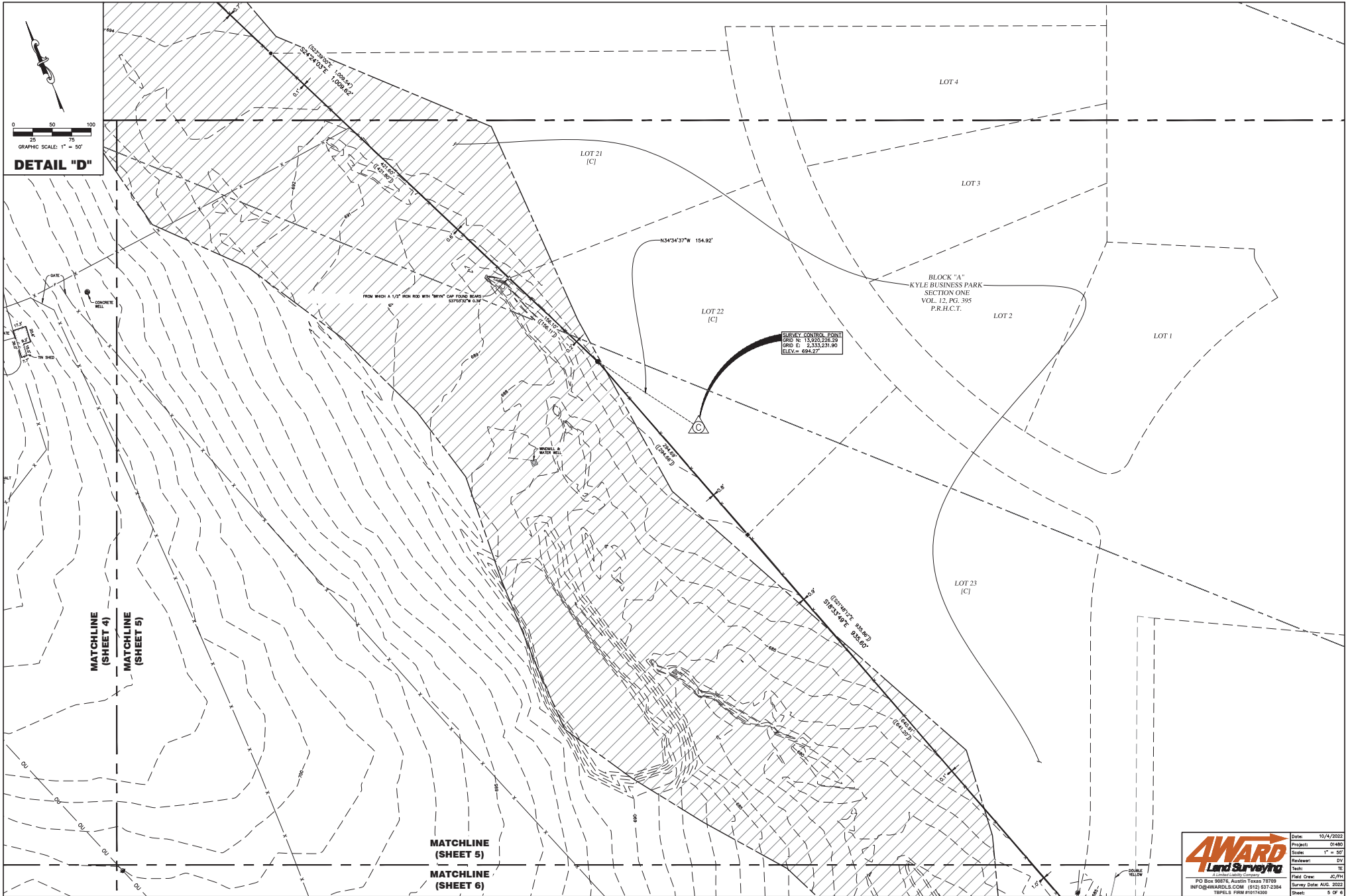
**4WARD**  
Land Surveying

PO Box 50876, Austin, Texas 78769  
INFO@4WARDLS.COM (512) 537-2384  
TSPSLS FORM #1017-0305

Date: 10/4/2022  
Project: 01480  
Scale: 1" = 50'  
Reviewer: DV  
Tech: TE  
Field Crew: JC/PH  
Survey Date: Aug. 2022  
Sheet: 2 OF 6  
P:\31480\Draw\01480.dwg









## **EXHIBIT B**

Metes and bounds description of the Annexation Tract

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

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.

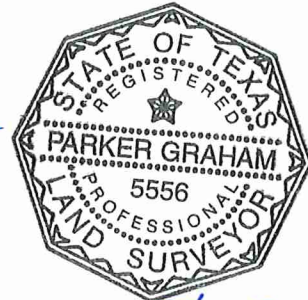
DATE: July 15, 2021

Job No.: 59022-21

DOC. ID. H:\Survey\SURVEY21\21-59022\Word\FN59022-21\_37.99ac-In ETJ.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



07/15/2021

## **EXHIBIT C**

### **City of Kyle City Council Notice of Public Hearing On Creation of Tax Increment Reinvestment Zone**

---

THE KYLE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON *TUESDAY DECEMBER 5, 2023 AT 7:00 P.M. IN THE KYLE CITY HALL, LOCATED AT 100 W. CENTER STREET, KYLE, TEXAS 78640*, ON THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF KYLE AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED TAX INCREMENT REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED TAX INCREMENT REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 101 ACRES GENERALLY LOCATED AT THE EAST CORNER OF IH-35 AND BEBEE ROAD AND AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT KYLE CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE TAX INCREMENT REINVESTMENT ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE KYLE CITY COUNCIL WILL CONSIDER ADOPTING AN ORDINANCE CREATING THE TAX INCREMENT REINVESTMENT ZONE.

November 1, 2023

**Via E-Mail**

Norton Rose Fulbright US LLP  
98 San Jacinto Boulevard, Suite 1100  
Austin, Texas 78701-4255  
United States

Ms. Jennifer Kirkland  
City Secretary  
City of Kyle, Texas  
100 W. Center Street  
Kyle, Texas 78640

**Stephanie Leibe**  
**Partner**  
Direct line +1 512 536 2420  
stephanie.leibe@nortonrosefulbright.com

Tel +1 512 474 5201  
Fax +1 512 536 4598  
nortonrosefulbright.com

Re: City of Kyle, Texas – Resolution Related to a Tax Increment and Reinvestment Zone

Dear Ms. Kirkland:

I enclose as Exhibit A to this letter the agenda item to be utilized in preparing the agenda for the November 14, 2023 regular meeting of the City Council. Thank you for ensuring that this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose as Exhibit B the suggested motion for the Resolution.

I also enclose a draft copy of the Resolution for inclusion in the City Council's agenda packets. Please send any comments to the Resolution to me as soon as possible so that it may be finalized.

Lastly, I enclose Exhibit A and Exhibit B in Word format for your convenience.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,



Stephanie Leibe

SVL/ar

Enclosures

cc:

Honorable Travis Mitchell (City of Kyle, Texas)  
Bryan Langley (City of Kyle, Texas)  
Jerry Hendrix (City of Kyle, Texas)  
Amber Schmeits (City of Kyle, Texas)  
Perwez Moheet (City of Kyle, Texas)  
William Atkinson (City of Kyle, Texas)  
Paige Saenz (The Knight Law Firm)  
Veronica Rivera (The Knight Law Firm)

Ms. Jennifer Kirkland  
November 1, 2023  
Page 2

 NORTON ROSE FULBRIGHT

Mark McLiney (SAMCO Capital Markets)  
Andrew Friedman (SAMCO Capital Markets)  
Matt Lee (Firm)  
Chris Guevara (Firm)

## **EXHIBIT A**

CONSIDERATION AND APPROVAL OF A RESOLUTION SETTING A PUBLIC  
HEARING FOR THE CREATION OF A TAX INCREMENT REINVESTMENT  
ZONE

## **EXHIBIT B**

I MOVE THAT THE CITY COUNCIL ADOPT A RESOLUTION SETTING A  
PUBLIC HEARING FOR THE CREATION OF A TAX INCREMENT  
REINVESTMENT ZONE

# Kyle TIRZ No. 5

## Project Hot Pursuit

Stephanie Leibe, Norton Rose Fulbright US LLP



# Tax Increment and Reinvestment Zone No. 5

- Project Hot Pursuit consists of a large commercial development which includes retail, restaurants and multifamily.
- The project contemplates the utilization of a TIRZ as a vehicle for development finance.
- This Resolution sets a public hearing for December 5, 2023, for the creation of TIRZ 5.
- Contemplated TIRZ expenditures include financing public improvements benefitting the property within the TIRZ and 380 grant incentives to the Developer.

# Tax Increment and Reinvestment Zone No. 5

- Questions?



TIRZ No. 5 – Page 3



# CITY OF KYLE, TEXAS

## Sportsplex Taskforce

**Meeting Date: 11/14/2023**

**Date time: 7:00 PM**

**Subject/Recommendation:** Consider and possible action to appoint new members to the Sportsplex Taskforce. ~  
*Bear Heiser and Miguel A. Zuniga PhD, Council Members*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Executive Session - Convene

Meeting Date: 11/14/2023

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.
  - Crosswinds Letter Agreement
  - Cause No. 23-2787, John D Ferrara vs. City of Kyle and Bryan Langley, in his official capacity as City Manager of City of Kyle
  - Cause No. 5:21-CV-00237, Ferrara v. Barnett, et al; In the US District Court for the Western District of Texas San Antonio Division
  - ETJ Release Petitions
  - Potential Regulations Regarding Use of Public Areas
  - Quail Ridge property relocation packages
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
  - Quail Ridge Property Relocation Packages
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
  - Project Pixel
  - Project Sunrise
  - Project Two Step

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Reconvene

**Meeting Date: 11/14/2023**  
**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