

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 January 2, 2024, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 28th day of December, 2023, prior to 5:00 p.m.

I. Call Meeting to Order

II. 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.

III. Agenda Order

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

IV. Appointments

2. A Resolution Appointing a Representative to the San Marcos Animal Shelter Advisory Committee~ *Jeff Barnett, Chief of Police*
3. A Resolution approving the appointment of Poeta Asher to Seat 1 of the Community Gardens Committee. ~ *Mariana Espinoza, Director of Parks & Recreation*
4. A Resolution approving the appointment of Emilee Mueller and Emma Sanchez to

the Kyle Area Youth Advisory Council. ~ *Mariana Espinoza, Director of Parks & Recreation*

5. Appoint Kassie Anderson for Seat 2 on the City of Kyle Ethics Commission. ~ *Robert Rizo, Council Member*
6. A Resolution of the City Council of the City of Kyle, Texas Appointing an Alternate Member to the CAMPO Transportation Policy Board. ~ *Travis Mitchell, Mayor*

V. Reports and Presentation

7. Proclamation recognizing Dr. Martin Luther King, Jr. Day. ~ *Daniela Parsley, Council Member*
8. Proclamation Recognizing Law Enforcement Appreciation Day. ~ *Daniela Parsley, Council Member*
9. Introduction of New Assistant City Manager, Jesse Elizondo. ~ *Bryan Langley, City Manager*

VI. Consent Agenda

10. Consider a Resolution allowing the City Manager to approve requests for specific construction activities related to the Lehman High School Softball and Baseball Facilities project to occur outside the allowed time frames per Sec. 23-60(12) *Noises Prohibited*. ~ *Will Atkinson, Director of Planning*
11. Approve amendment to Task Order No. 6 of the agreement with PAPER-DAWSON CONSULTING ENGINEERS, LLC, San Antonio, Texas, in an amount of \$1,131,168.00, increasing the total amount not to exceed \$1,203,968.00 to provide consulting services for 100% design and bid and construction phase services for the CR 158 elevated and ground storage tanks and pump station. ~ *Leon Barba, P.E., City Engineer*
12. A Resolution of the City Council of the City of Kyle, Texas accepting the Talavera Phase 3 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*
13. A Resolution of the City Council of the City of Kyle, Texas accepting the Yarrington Industrial 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*
14. A Resolution of the City of Kyle authorizing the City's cost participation in the construction of over-sizing the Hoover Drive Elevated Storage Tank from 800,000 gallons to 1,000,000 gallons with concrete floors in the amount of \$1,055,000. ~ *Tim Samford, Division Manager*

15. A Resolution authorizing the City Manager to execute a Memorandum of Agreement and all other documents necessary to effectuate and finalize the purchase of Parcel 1 from the Quail Ridge subdivision for the Goforth Road project on terms discussed in executive session, subject to review and approval of the form of those documents by the City Attorney. ~ *Amber Schmeits, Assistant City Manager*
16. A Resolution Appointing Aimee Alcorn-Reed as City Attorney, approving a City Attorney Employment Agreement, and authorizing the City Manager to execute the Agreement ~ *Bryan Langley, City Manager*
17. A Resolution approving a legal services engagement letter with The Knight Law Firm, LLP and authorizing the City Manager to execute the Agreement. ~ *Bryan Langley, City Manager*
18. A Resolution of the City Council of the City of Kyle, Texas Directing the City Manager to Make Arrangements and Associated Expenditures for the Visioning Workshop Scheduled for February 9-11, 2024; and Declaring an Effective Date. ~ *Bryan Langley, City Manager*
19. A Resolution authorizing the Chief of Police to apply for a STEP (Strategic Traffic Enforcement Program) Commercial Motor Vehicle (CMV) grant in an amount no greater than \$15,200.00 from TXDOT and authorize an estimated 20% matching funding from the Police Department's approved operating budget for FY 2024-2025 in an amount not to exceed \$3,500 to fund the STEP Grant Program for one year beginning October 1, 2024, and ending September 30, 2025. ~ *Jeff Barnett, Chief of Police*
20. A Resolution authorizing the Chief of Police to apply for a STEP (Strategic Traffic Enforcement Program) Comprehensive grant in an amount no greater than \$22,110.06 from TXDOT and authorize an estimated 20% matching funding from the Police Department's approved operating budget for FY 2024-2025 in an amount not to exceed \$4,710.06 to fund the STEP Grant Program for one year beginning October 1, 2024, and ending September 30, 2025. ~ *Jeff Barnett, Chief of Police*

VII. Items Pulled from Consent Agenda

VIII. Consider and Possible Action

21. Consideration and Approval of a Resolution of the City Council of the City of Kyle, Texas; Approving and Authorizing the Execution of a Reimbursement Agreement relating to the Savannah Ranch Public Improvement District; and Resolving other Matters related thereto. ~ *Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel*
22. Receive a report, hold discussion, and consider directing staff to move forward with designing a roundabout or traffic signal at the intersection of Dacy Lane at Bunton Creek Road. ~ *Leon Barba, P.E., City Engineer*

23. Hold a discussion about the possibility of collaborating on a public radio station with a non-profit organization in the city of Kyle and consider directing the City Manager to prepare all necessary documents to support this effort.~ *Lauralee Harris, Council Member and Robert Rizo, Council Member*

IX. Executive Session

24. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation, 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.
 - Kyle Sportsplex Project-RFQ-2023-40-PARD
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Purchase of property for City Facilities and Public Purposes
 - Acquisition of property for transportation improvements and related infrastructure
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Sahara
25. Take action on items discussed in Executive Session.

X. 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

Agenda Order

Meeting Date: 1/2/2024
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

Animal Shelter Advisory Committee

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: A Resolution Appointing a Representative to the San Marcos Animal Shelter Advisory Committee~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Memo
- Resolution
- Presentation

City Council Regular Meeting

DEPARTMENT: Police Department – Animal Control Services Division

FROM: Jeff Barnett, Chief of Police

MEETING: January 2, 2024

SUBJECT:

Appointment of one Committee Member to the San Marcos Animal Shelter Advisory Committee

SUMMARY:

Current committee appointee, City Council Member Zuniga, desires to appoint a replacement to the San Marcos Animal Shelter (SMAS) Advisory Committee. The City of Kyle is afforded one representative seat to the committee. The Interlocal Agreement calls for the appointee to be an employee of the City of Kyle; however, it has been acceptable for the local entity to appoint someone other than an employee, such as an elected official. This term will end March 2026.

OPTIONS:

1. Appoint Kyle Animal Control Service Supervisor Briana Geddes to the SMAS Advisory Committee.
2. Decline to appoint a new representative whereby Council Member Zuniga continues to serve as the City of Kyle appointee.
3. Appoint another representative to the SMAS Advisory Committee.
4. Decline to appoint anyone to serve as a member of the SMAS Advisory Committee.

RECOMMENDATION:

Staff recommends approving the appointment of Kyle Animal Control Services Supervisor to the SMAS Advisory Committee.

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

City Council approved the appointment of Council Member Zuniga in February 2023 for a three-year term.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Jeff Barnett, Chief of Police

Contact: jbarnett@cityofkyle.com 512.268.0859

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS APPOINTING ONE REPRESENTATIVE TO THE SAN MARCOS ANIMAL SHELTER ADVISORY COMMITTEE MEMBER AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of San Marcos provides regional animal shelter services to the City of Kyle through an executed Interlocal Agreement; and

WHEREAS, the San Marcos Animal Shelter Advisory Committee is established within the terms of the Interlocal agreement and serves in an advisory capacity to the City of San Marcos; and

WHEREAS, the San Marcos Animal Shelter Advisory Committee is comprised of eight members; and

WHEREAS, the City of Kyle City Council is authorized to appoint one representative to the Committee.

WHEREAS, The Interlocal Agreement calls for the appointee to be one City of Kyle staff member,

WHEREAS, the Chief of Police Recommends the appointment of the Kyle Animal Control Services Supervisor, Briana Geddes, for the appointment.

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 a representative, namely Kyle Animal Control Services Supervisor Briana Geddes, to the San Marcos Animal Shelter Advisory Committee until March 2026.

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 2. Effective Date. This Resolution will become effective immediately upon its passage by the Kyle City Council.

PASSED AND ADOPTED this _____ day of _____, 2024.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary

San Marcos Animal Shelter Advisory Committee Appointment

Police Department



SMAS Advisory Board - Background

- The City of San Marcos provides animal shelter services to the City of Kyle and surrounding entities within Hays County.
- Services and performances are governed by an Interlocal Agreement (ILA).
- The ILA allows the City of Kyle to appoint one representative to an ILA established Advisory Committee.
- Council Member Zuniga is the current appointee for a term ending in March 2026, and requests Council to discuss and consider a new appointee.
- The ILA calls for the appointee to be a City employee; however, it has been an acceptable practice to allow for other elected officials be appointed.
- The Police Department recommends the Kyle Animal Services Supervisor to be appointed, should an employee appointment be made.

Animal Shelter Advisory Committee



CITY OF KYLE, TEXAS

Appointment Community Garden

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution approving the appointment of Poeta Asher to Seat 1 of the Community Gardens Committee. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution
- Memo
- Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS APPOINTING COMMUNITY GARDEN SEAT 1 COMMITTEE
MEMBER; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, the Community Gardens Committee serves in an advisory capacity to city staff and the City Council; and

WHEREAS, the Community Gardens Committee members is comprised of seven members that reside in Kyle City Limits; and

WHEREAS, the Community Gardens Committee currently has a vacancy in Seat 1; and

WHEREAS, the interview panel recommends the appointment of Poeta Asher to Seat 1 of the Community Gardens Committee.

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 Poeta Asher to Seat 1 of the Community Gardens Committee, until July 2024.

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 2. 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 Council Regular Meeting

DEPARTMENT: Parks and Recreation Department

FROM: Mariana Espinoza, Parks and Recreation Director

MEETING: January 2, 2024

SUBJECT:

Appointment of Poeta Asher to Seat 1 of the Community Gardens Committee

SUMMARY:

Seat 1 of the Community Gardens Committee was vacated by Lacey Mount on December 14, 2023. Staff recommend the appointment of Poeta Asher. Ms. Asher was a previous applicant for the Community Gardens Committee when the committee was first established. A total of 25 applications were received. Staff reached out to all 25 applicants; 14 applicants were interviewed, and 7 applicants were appointed to the Community Gardens Committee.

OPTIONS:

1. Approve the appointment of Poeta Asher to the Community Gardens Committee Seat 1.
2. Deny the appointment of Poeta Asher to the Community Gardens Committee Seat 1.

RECOMMENDATION:

Staff recommends approving the appointment of Poeta Asher to Seat 1 of the Community Gardens Committee.

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

City Council approved the appointments of Seats 1-7 at the July 18, 2023 City Council Meeting.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Community Garden Committee

Seat 1

PARD



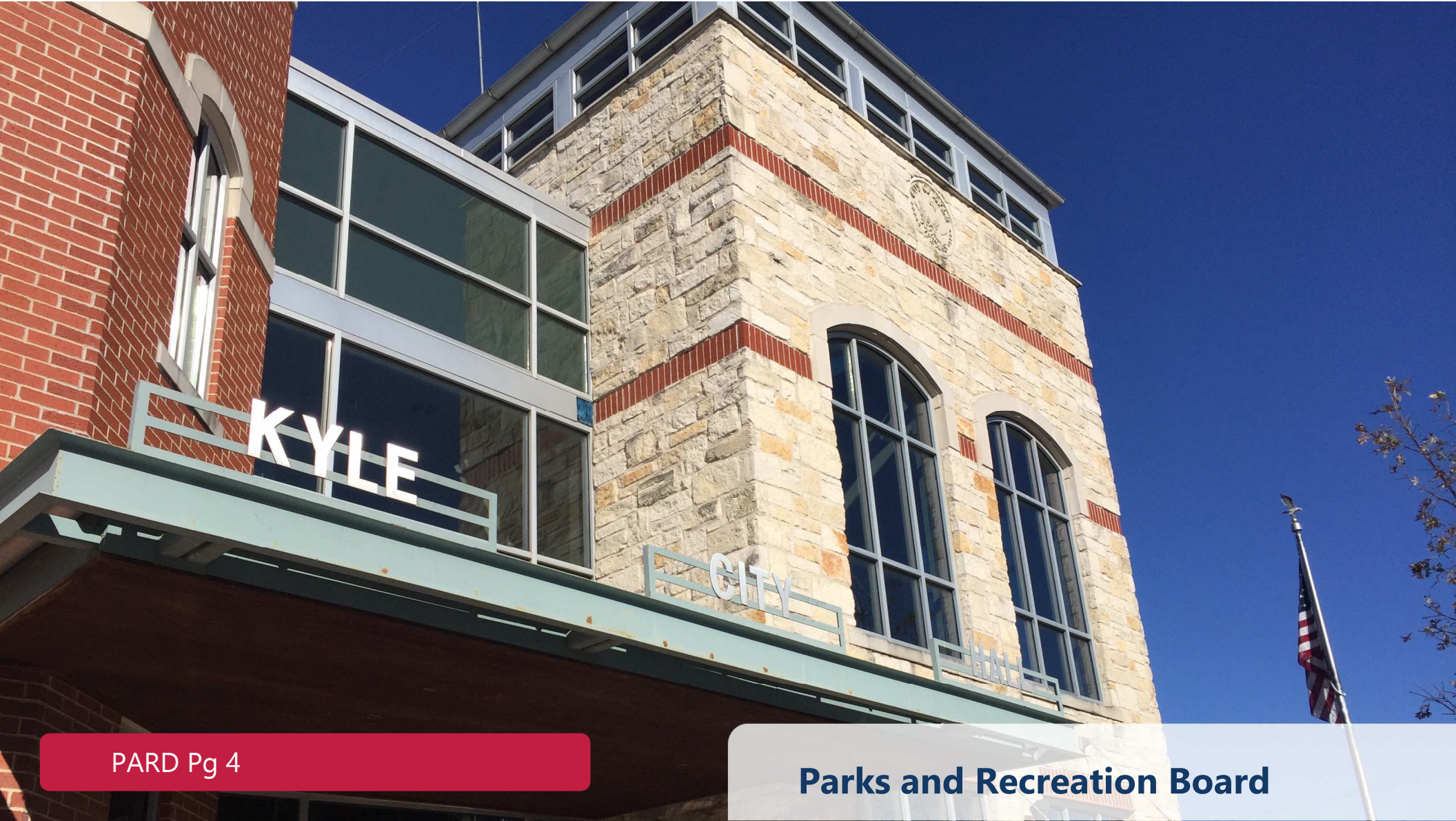
Poeta Asher (Seat 1)

- City Council approved a resolution forming a temporary community gardens committee on March 7, 2023.
- We received 25 applications.
- We reached out to all 25 and interviewed 14.
- Parks and Recreation Director, Mariana Espinoza, Outdoor Nature Specialist, Stacy Anderson, and Council Member Daniela Parsley conducted interviews.
- Council approved 7 appointments July 18, 2023.
- Seat 1 was vacated December 14, 2023

Options & Staff Recommendation

- Option 1: Approve the appointment of Poeta Asher.
- Option 2: Deny the appointment of Poeta Asher.

- Staff Recommends the appointment of Poeta Asher.



PARD Pg 4

Parks and Recreation Board



CITY OF KYLE, TEXAS

Appointment KAYAC

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution approving the appointment of Emilee Mueller and Emma Sanchez to the Kyle Area Youth Advisory Council. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution
- Presentation
- Memo

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS APPOINTING KYLE AREA YOUTH ADVISORY COMMITTEE
(KAYAC) MEMBERS; AND DECLARING AN EFFECTIVE DATE**

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

WHEREAS, KAYAC is currently comprised of fourteen members and has two vacancies; and

WHEREAS, the staff recommends the appointment of Emilee Mueller and Emma Sanchez to the Community Gardens Committee.

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 Emilee Mueller and Emma Sanchez to the Kyle Area Youth Advisory Council. Each member may serve a maximum of four (4) years or up to their senior year of high school. Each member's term expires with a fourteen (14) day written notice, after three (3) unexcused absences within a school-year calendar, or three (3) months after graduation.

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 2. 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

Kyle Area Youth Advisory Committee

Appointments

PARD



Emilee Mueller & Emma Sanchez

- City Council approved a resolution appointing fourteen applicants to the Kyle Area Youth Advisory Committee October 17, 2023.
- We received 17 applications.
- We reached out to all 17 and appointed 14.
- KAYAC remained with 2 vacancies.
- Recreation Manager, Aimee Garcia, Recreation Coordinator, Shane Boyer, and Council Member Heiser conducted interviews.

Options & Staff Recommendation

- Option 1: Approve the appointment of Emilee Mueller and Emma Sanchez.
- Option 2: Deny the appointment of Emilee Mueller and Emma Sanchez.
- Staff Recommends the appointment of both applicants.



PARD Pg 4

KAYAC



City Council Regular Meeting

DEPARTMENT: Parks and Recreation Department

FROM: Mariana Espinoza, Parks and Recreation Director

MEETING: January 2, 2024

SUBJECT:

Appointment of Emilee Mueller and Emma Sanchez to the Kyle Area Youth Advisory Committee

SUMMARY:

The Kyle Area Youth Advisory Council (KAYAC) is comprised of up to 16 high school students ages 14-18 who are interested in learning about municipal government and serving the community. KAYAC meets the third Wednesday of the month, or as needed, at 6:30 p.m. at City Hall. A total of 17 applications were received. Staff reached out to all 17 applicants; 14 applicants were appointed at the October 17, 2023 City Council meeting. Recreation Manager, Aimee Garcia, Recreation Coordinator, Shane Boyer and Council Member Bear Heiser conducted interviews. Two seats remained vacant after the initial appointments.

Staff recommend the appointments of two additional members, Emilee Mueller and Emma Sanchez, to fill the vacancies.

OPTIONS:

1. Approve the appointment Emilee Mueller and Emma Sanchez.
2. Deny the appointment of Emilee Mueller and Emma Sanchez.

RECOMMENDATION:

Staff recommends approving the appointment of Emilee Mueller and Emma Sanchez.

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

City Council approved the appointments of 14 members at the October 17, 2023 City Council Meeting.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



CITY OF KYLE, TEXAS

Ethics Commission Appt - Seat 2

Meeting Date: 1/2/2024

Date time:7:00 PM

Subject/Recommendation: Appoint Kassie Anderson for Seat 2 on the City of Kyle Ethics Commission. ~ *Robert Rizo, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CAMPO Alternate

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution of the City Council of the City of Kyle, Texas Appointing an Alternate Member to the CAMPO Transportation Policy Board. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Memo
- Resolution



City Council Regular Meeting

DEPARTMENT: Mayor's Office

FROM: Mayor Mitchell

MEETING: Tuesday, January 2, 2024

SUBJECT:

A Resolution of the City Council of the City of Kyle, Texas Appointing an Alternate Member to the CAMPO Transportation Policy Board.

SUMMARY:

The City of Kyle is has appointed Mayor Mitchell to the CAMPO Transportation Policy Board. Per the CAMPO Bylaws and Operating Procedures, the City is allowed to appoint an alternate voting member to attend in Mayor Mitchell's place if he is unable to attend any Board meetings.

The Board currently consists of 20 elected officials and a representative from TxDOT. The appointed alternate would only be required to attend the Board meetings if Mayor Mitchell is unable to attend. Meetings are typically on the second Monday of each month from 2-4 PM in North Austin.

OPTIONS:

Appoint an alternate member as outlined in the guidelines provided by CAMPO.

RECOMMENDATION:

Staff recommends appointing an alternate member in accordance with the CAMPO Guidelines.

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

Mayor Mitchell was appointed to the Board.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Travis Mitchell

Title: Mayor

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS APPOINTING AN ALTERNATE MEMBER TO THE CAMPO
TRANSPORTATION POLICY BOARD; AND DECLARING AN
EFFECTIVE DATE**

WHEREAS, the City of Kyle is a member of the Capital Area Metropolitan Planning Organization; and

WHEREAS, the City of Kyle has appointed Mayor Mitchell as the primary member of the CAMPO Transportation Policy Board;

WHEREAS, the CAMPO Bylaws and Operating Procedures provides for an alternate voting member;

WHEREAS, the City of Kyle desires to appoint an alternate voting member who can serve in Mayor Mitchell's place in his absence.

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

Section 1. The City Council appoints the following person to serve as the alternate member of the CAMPO Technical Policy Board:

- [ADD NAME]

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 _____, 2024.

ATTEST:

CITY OF KYLE, TEXAS:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

MLK Day Proclamation

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: Proclamation recognizing Dr. Martin Luther King, Jr. Day. ~ *Daniela Parsley, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Law Enforcement Appreciation Day

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: Proclamation Recognizing Law Enforcement Appreciation Day. ~ *Daniela Parsley, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Introduction of Assistant City Manager Jesse Elizondo

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: Introduction of New Assistant City Manager, Jesse Elizondo. ~ *Bryan Langley, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Lehman High School Softball & Baseball Field Construction Times

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: Consider a Resolution allowing the City Manager to approve requests for specific construction activities related to the Lehman High School Softball and Baseball Facilities project to occur outside the allowed time frames per Sec. 23-60(12) *Noises Prohibited*. ~
Will Atkinson, Director of Planning

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Presentation
- Staff Memo
- Summary Request Letter
- Resolution

Lehman High School Softball & Baseball Field Construction Times

(January 2, 2024)

Planning Department





Lehman High School
Baseball / Softball Facility:

Improvements Include new synthetic turf and upgrades needed to bring this baseball and softball facility up to the same standard as what exists at Johnson and Hays High Schools

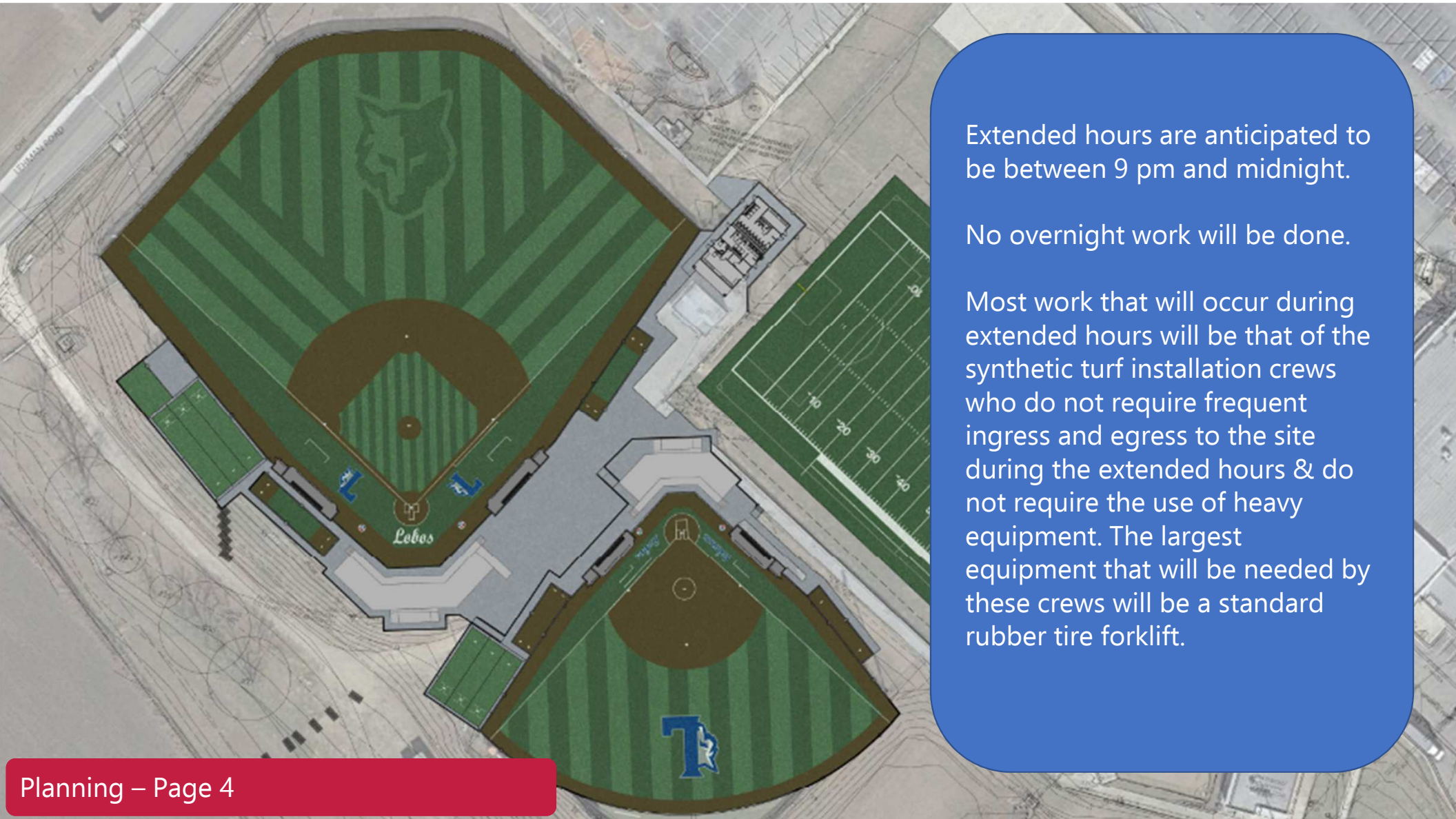


Improvements Include:

- New Synthetic Turf Field
- New Grandstand and Press Boxes
- New Bull Pens and Bating Cages
- New Concrete Surface Plaza Area
- New Restroom/Concession Facility (future phase)
- New Softball Backstop System

Estimated need for extended work hours:

- Occasionally between now and mid February for sitework.
- Frequently between Mid February and Mid March, 2024 for synthetic turf crews who will be installing turf.



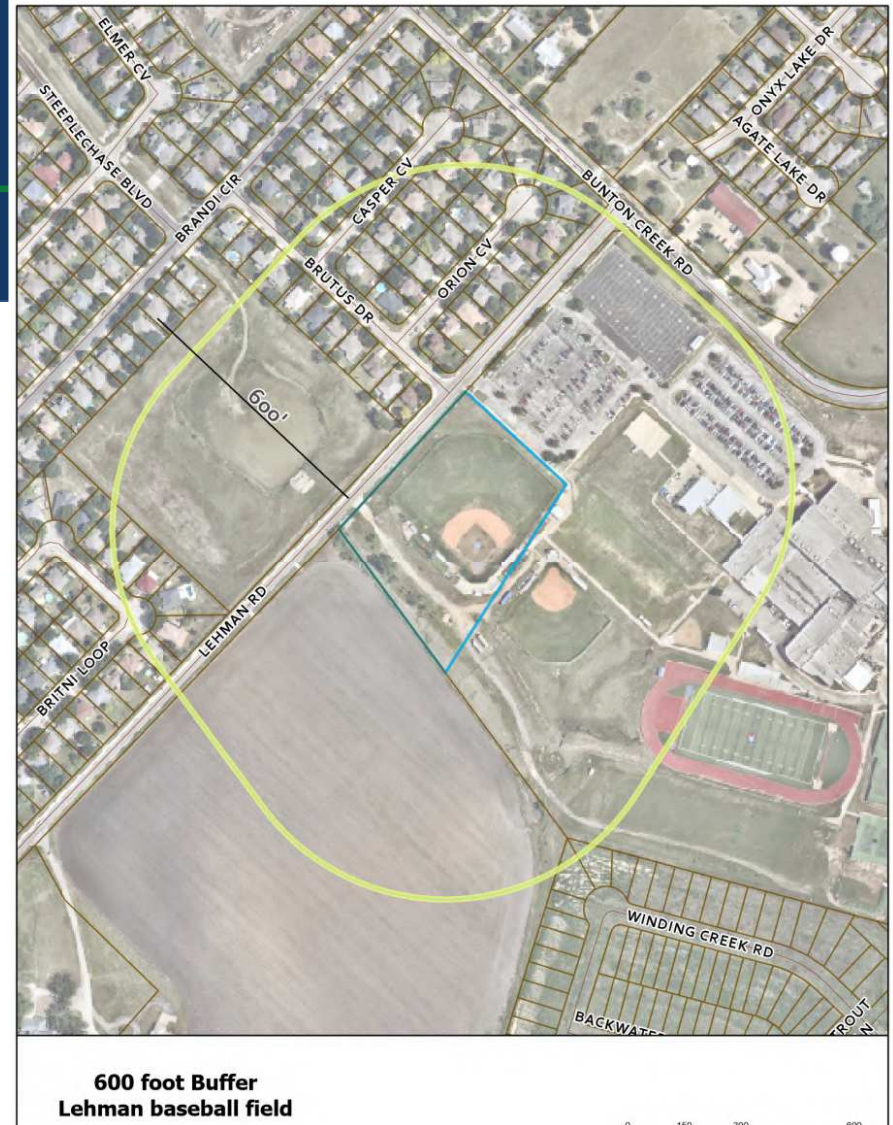
Extended hours are anticipated to be between 9 pm and midnight.

No overnight work will be done.

Most work that will occur during extended hours will be that of the synthetic turf installation crews who do not require frequent ingress and egress to the site during the extended hours & do not require the use of heavy equipment. The largest equipment that will be needed by these crews will be a standard rubber tire forklift.

Affected Residences

- Approximately 46 residences within the Steeplechase neighborhood affected.
- Primary areas are Brutus Drive, Orion Cove, Casper Cove and Britni Loop.
- Residences to the southeast on Winding Creek Road (Casetta Ranch), are not yet built.



Staff Recommendation

- Staff recommends approval of the resolution providing the City Manager or his designee the authority to approve after hours construction on a case-by-case.





City Council Regular Meeting

DEPARTMENT: Planning Department

FROM: Will Atkinson, Director of Planning

MEETING: Regularly Scheduled Mayor & Council Meeting – January 2, 2024

SUBJECT:

Lehman High School – Softball & Baseball Field Construction Times

SUMMARY:

Approve a resolution to allow construction activities outside the allowed time frames per Sec. 23-60(12) *Noises Prohibited*.

OPTIONS:

Approve, Approve with Conditions, Deny

RECOMMENDATION:

Staff recommends approval of the construction request.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144

MEMO

Currently, the existing Lehman High School Softball and Baseball facilities are undergoing construction to upgrade the facilities. This is funded through the latest HCISD bond passage by the voters within the school district. Recently the civil engineer assigned to the project, Jeff Bresee, P.E., has requested an extension of allowable work hours outside the restrictions set by Sec. 23-60(12) as follows:



“Sec. 23-60. - Noises prohibited.

Any unreasonably loud, disturbing or unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof, or any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities, is prohibited after the effective date hereof, and is hereby declared to be a nuisance. The following acts, among others, are declared to come within the purview of this article and to be nuisances within the meaning hereof, but said enumerations shall not be deemed to be exclusive, such acts being as follows:

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

Sec. 23-60(12) does not allow construction outside the hours of 7:00 a.m. and 9:00 p.m. if the project is within 600 feet of any occupied residential structure and the closest ball field on the Lehman High School campus is approximately 100 feet from the closest residential lot in the Steeplechase neighborhood. The applicant is requesting to extend the cut-off time from 9:00 p.m. to 12:00 a.m., an extension of 3 hours, daily. This requested extension of allowable work hours will affect approximately 32-34 residences in the vicinity of Brutus Drive and Orion Cove.

Hays CISD is working to complete the upgrades to the Softball and Baseball facilities in time for training and regular season activities for the applicable sports. The contractor is intending to use the construction time extension occasionally in the month of January and the first half of February. More frequent use of the time extension will likely occur between the second half of February and the first half of March. This time frame will primarily be used to install the synthetic turf, with the heaviest equipment being a forklift. Minimal ingress/egress to the site will occur.

Staff recommends approval of the resolution, allowing the City Manager or his designee to approve after hours work on a case-by-case basis.



Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3030 LBJ Freeway, Suite 902
Dallas, TX 75234
Office: 972.488.3737
Toll-free: 1.877.488.3737
ceieng.com

November 30, 2023

RE: Lehman High School Baseball & Softball Facility Improvements – Request for extended working hours.

Dear Mr. Atkinson:

Hays CISD has under their current bond improvements program, the improvement of the baseball and softball facilities at all three of the District high schools and, the goal that was communicated to the public was that these improvements would be completed in time for the teams to have use of the improved facilities for the 2024 season. Work is currently underway at all three high schools but at Lehman High School, the scope of work is significantly more than what was required at Johnson and Hays High Schools as this facility required greater improvements in order to bring all three campuses to equivalent status. With such, we have realized that in order to finish the Lehman High School facility in time, expedited work must occur by means of additional workforce on that site and extended hours.

The Contractor on these improvement projects, Paragon Sports Constructors, has informed us that as part of the expedited effort at Lehman High School, extended hours on certain days will require work outside of the City's regulated work hours of 7 am – 9 pm. They feel that as the project gets into the latter portion of the work when the synthetic turf is being installed on the fields and perhaps on other days when resources permit, they will need to work as late as midnight in order to meet the completion date for the project.

To accommodate this, Hays CISD requests a variance to the work hours code that will enable extended work hours at Lehman High School. In doing this, we anticipate that the days when extended hours are needed will be minimal between now and mid-February 2024 and then ramp up between mid-February and mid-March when working under the field lights until midnight will be needed regularly.

We appreciate the City's consideration of this request. Please let me know if you need any additional information or have any questions.

Sincerely;

A handwritten signature in blue ink that reads 'Jeff Bresee'.

Jeff Bresee, P.E.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CITY MANAGER TO APPROVE REQUESTS FOR SPECIFIC CONSTRUCTION ACTIVITIES FOR THE LEHMAN HIGH SCHOOL SOFTBALL AND BASEBALL FACILITIES PROJECT TO EXTEND PAST ALLOWED TIME FRAMES PER SEC 23-60(12) *Noises Prohibited*; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Kyle has a Noise Ordinance to protect community members; and

WHEREAS, the City of Kyle dictates time frame limits for construction within 600 feet of residential uses per Sec. 23-60(12) 7:00 a.m. to 9:00 p.m; and

WHEREAS, the City Council of the City of Kyle has considered a request to extend construction hours by 3 hours daily for the Lehman High School Softball and Baseball Facilities project; and

WHEREAS, the City Council of the City of Kyle has authorized the City Manager or his designee to grant exceptions on a case-by-case basis to extend construction hours by 3 hours daily for the Lehman High School softball and Baseball Facilities project;

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

Section 1. The City Council has authorized the City Manager or his designee to grant exceptions on a case-by-case basis to extend construction hours by 3 hours to 7:00 a.m. to 12:00 a.m. daily and not to occur after April 12th, 2024, to better facilitate completion of the Lehman High School Softball and Baseball Facilities project in a timely manner.

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 _____, 2024.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

CR 158 EST, GST, & Pump Station

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: Approve amendment to Task Order No. 6 of the agreement with PAPE-DAWSON CONSULTING ENGINEERS, LLC, San Antonio, Texas, in an amount of \$1,131,168.00, increasing the total amount not to exceed \$1,203,968.00 to provide consulting services for 100% design and bid and construction phase services for the CR 158 elevated and ground storage tanks and pump station. ~ *Leon Barba, P.E., City Engineer*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Presentation
- Department Memo
- Pape-Dawson Agreement

Pape-Dawson Engineering, CR 158 Elevated and Ground Storage Tanks and Pump Station Design

Engineering



Summary

- On April 18, 2023, Pape-Dawson was selected to provide a preliminary engineering report (PER) and 30% design for a one-million-gallon elevated water storage tank, a 500,000-gallon pre-stressed concrete water ground storage tank and an associated pump station and appurtenances.
- Pape-Dawson Engineering has submitted a proposal to complete the 100% design and bid and construction phase services in the amount of \$1,131,168.00.

Options

- Option 1: Approve Pape-Dawson Consulting Engineers, Inc., 100% design, bid and construction phase services.
- Option 2: Do not approve the 100% design, bid and construction phase services.

Recommendations

- Approve amendment to Task Order No. 6 to execute an agreement to provide 100% design, bid and construction phase services.



City Council Regular Meeting

DEPARTMENT: Engineering

FROM: Leon Barba

MEETING: January 2, 2024

SUBJECT:

Approve amendment to Task Order No. 6 to execute an agreement with PAPE-DAWSON CONSULTING ENGINEERS, LLC, San Antonio, Texas, in an amount of \$1,131,168.00, increasing the total amount not to exceed \$1,203,968.00 to provide consulting services for 100% design and bid and construction phase services for the CR 158 elevated and ground storage tanks and pump station.

SUMMARY:

On April 18, 2023, Pape-Dawson was selected to provide a preliminary engineering report (PER) and 30% design for a one-million-gallon elevated water storage tank, a 500,000-gallon pre-stressed concrete water ground storage tank and an associated pump station and appurtenances in the amount of \$72,800.

Pape-Dawson Engineering has submitted a proposal to complete the 100% design and bid and construction phase services in the amount of \$1,131,168.00.

OPTIONS:

Option 1:

Approve the consulting services agreement.

Option 2:

Do not approve the consulting services agreement.

RECOMMENDATION:

Staff recommends the agreement be executed for the design, bid and construction phase services.

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

City Council approved Task Order No. 5 to Pape-Dawson Engineering 4/18/2023 in the amount of \$72,800 to complete 30% design.



FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Leon Barba

Title: City Engineer

cityengineer@cityofkyle.com

512-262-3958

September 8, 2023

(Revised: October 18, 2023)

(Revised: November 15, 2023)

(Revised: December 5, 2023)

(Revised: December 7, 2023)

Ms. Yvonne Gil Vallejo

City of Kyle

100 W. Center St.

Kyle, TX 78640

Re: CR 158 Elevated and Ground Storage Water Tanks and Pump Station Project
Engineering, Design Documents and Construction Phase Services
Task Order No. 6

Dear Ms. Vallejo:

We are pleased to present this proposal for civil engineering services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

OVERVIEW:

Pape-Dawson (PD) to provide engineering design, permitting, bidding, and construction phase services for the CR 158 Elevated Ground Storage Water Tank and Pump Station Project. The design is based on the previously completed Preliminary Engineering Report (PER) which constituted Task Order No. 5. The final design will be provided with 60%, 90%, and 100% milestone deliverables.

Please note that our scope is based on the design requirements required by the Texas Commission on Environmental Quality (TCEQ) and that City of Kyle will take precedent over the design requirements. This scope of services does not include modeling or verification of existing distribution or supply infrastructure capacity to and from the project site.

Pape-Dawson's proposed scope of services and associated fees are as follows:

I. PROJECT MANAGEMENT (TASK 501) \$97,945

The following project management tasks are common for Design and Permitting. Project Management for Construction Services will be included in Construction Phase Services Task.

- Document management and coordination with the City of Kyle Project Managers and staff and Alliance Regional Water Authority (ARWA). We anticipate coordination and engineering approvals will be required from the water provider.
- Develop and maintain a project schedule for the design and permitting.
- Attend meetings during the life of the design phase (assumed a maximum of 4 meetings).

- Management and coordination of subconsultants and monthly invoicing and reporting.
- Project Management/Design assumed to last 4 months.

II. CONSTRUCTION DOCUMENTS (TASK 301)

\$675,425

The proposed project improvements and detailed design consist of:

- One (1) prestressed concrete ground storage tank (GST) sized to provide a nominal volume of storage of 500,000 gallons with level sensors, active mechanical mixing equipment and connection piping.
- Piping connections for a second 500,000 gallons GST under ultimate build-out conditions.
- One (1) elevated storage composite style tank (EST) sized to provide a nominal storage volume of 1-million gallons with level sensors, valving, passive mixing equipment and connection piping. EST interior to include stairways access, buildout of one floor with opportunities for future expansion, including electrical and plumbing considerations.
- A pump station, capable of providing capacity to deliver flows to fill the EST and feed the distribution system. To be sized to pump a maximum of 5,000 gallons per minute with an additional pump skid for ultimate build-out. Pumps will be housed in a split face CMU building with split case pumps, crane access, and sufficient room for maintenance. Pump station to include automatic controls to operate the pumps, SCADA equipment, and electronic flow meter with digital output for chlorination equipment operations.
- Pump station building to include restroom facilities and HVAC.
- Yard piping and valving plan to accommodate proposed and future facilities.
- Prepare site plan drawing (plan view) with layout of proposed and future water storage facilities, vaults and electrical facilities, access roads, perimeter security fencing, and pump station building and miscellaneous appurtenances.
- Prepare site paving and access drive plan including safety fencing, chemical building and miscellaneous appurtenances.
- Prepare site utility plan reflecting power suppliers' extensions and anticipated easements.
- Coordinate with the electrical, geotechnical and structural engineering subconsultants.
- Prepare technical specifications, construction documents, quantity estimates, and AACE Level 1 engineer's cost estimation at 60%, 90%, and 100% design milestones.
- Schedule for deliverables – Pape-Dawson estimates the design phase will take approximately sixteen (16) weeks, four (4) weeks for 60% project delivery, six (6) weeks for 90% Project Delivery, four (4) weeks for 100% project delivery, assuming two (2) week review time by City and ARWA.

- III. PERMITTING (TASK 391) \$20,500**
Provide construction documents with appropriate supporting documentation to secure permits from:
- TCEQ – to include 100% design documents, no comment review period is anticipated.
 - The City of Kyle – address 100% review comments to allow for bidding.
 - ARWA – address 100% review comments to allow for bidding.
- IV. STRUCTURAL ENGINEERING (TASK 393) \$31,900**
Employ the services of a structural engineer to provide detailed design and construction plans for foundations required by the pump station, chemical injection building, generator, and ARWA delivery point. The actual foundation designs will be provided by the selected tank manufacturer during construction.
- V. ELECTRICAL ENGINEERING (TASK 394) \$67,073**
Employ the services of an electrical engineer to provide detailed design and construction plans for the necessary electrical, control and instrumentation equipment required by the City. Engineer will utilize an open market system during design and will coordinate for new controls and hardware.
- VI. GEOTECHNICAL ENGINEERING (TASK 395) \$40,040**
Employ the services of a geotechnical engineer to provide detailed design report and recommendations for the foundation of the pump building, chemical building, generator and the tank foundations. The actual tank foundation designs will be provided by the selected tank manufacturer.
- VII. BID AND AWARD SERVICES (TASK 401) \$30,150**
The bid and award services include the following:
- Coordinate bid letting date, time and place and prepare Invitation to Bid.
 - Place the advertisement of the Invitation to Bid on CIVCAST.
 - Distribute copies of Invitation to Bid to plan rooms and contractor organizations. When requested, furnish copies of the Plans and Specifications.
 - Distribute plan holders list to recipients of construction documents prior to bid opening. Maintain a record of prospective bidders and suppliers to whom construction documents have been issued.
 - Interpret construction and contract documents and respond to requests for information during bidding. Prepare and issue addenda to the construction documents when required.
 - Coordinate pre-bid conference date, time and place and facilitate a pre-bid meeting. Prepare meeting minutes and issue as a project bid addendum.
 - Assist Client during bid opening, make preliminary tabulation of bids and review bids for completeness.

- Review and evaluate the qualifications of the apparent low bidder. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience and response from references. Issue a bid award recommendation letter.

VIII. CONSTRUCTION PHASE SERVICES (TASK 402) \$167,335

The construction phase services are assumed to last 9 months and include the following:

- Attend project kickoff meeting.
- Create a website in SharePoint to compile all construction documents and manage document flow.
- Attend periodic site visits to review progress of work during the construction (9 site visits included, once per month).
- Provide personnel necessary to make timely material and shop drawing reviews.
- Provide personnel necessary to make timely response to contractor request for information, field directive changes and construction change orders.
- Facilitate startup and trouble shooting.
- Coordinate with third party inspectors to ensure project construction meets design criteria. Meet with third party inspectors on site, if required.
- Substantial and Final completion inspections and punch list.
- Review and approval of contractor prepared Operation and Maintenance Manuals and Final Record Drawings of Construction.
- Record drawings to be provided to City of Kyle within three (3) months of project completion.
- Construction schedule is based on the current ARWA estimated construction schedule for water delivery to the CR 158 EST as of the date of this proposal.

I. DIRECT EXPENSES (REIMBURSABLE EXPENSES) (TASK 503) \$800

Direct Expenses include travel, express mail, special deliveries and subcontractor expenses related to these services on a not to exceed basis.

Note: Per the existing contract no mark up on Direct Expenses allowed.

THIS TASK ORDER ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Excludes environmental or cultural resource investigations.*
- ◆ *No modeling of the delivery system or distribution system is included, the City will provide the pumping and pressure requirements for the water facilities.*
- ◆ *No value engineering is included herein.*
- ◆ *Assumes no detailed flood studies are required and flood maps will be provided by the developer.*
- ◆ *Surveying for the site is not included. It is assumed a survey will be provided by the City or developer of the site.*

- ◆ *Additional services required by the Client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Proposal excludes travel expenses.*
- ◆ *Assumes City of Kyle to coordinate with developer to obtain floodplain data which will be included on the plan set.*

SUMMARY

| | | | | |
|-------|-----------------------------|---------------|----------------------|--------------------|
| I. | Project Management | Task 501 | <i>Lump Sum</i> | \$97,945 |
| II. | Construction Documents | Task 301 | <i>Lump Sum</i> | \$675,425 |
| III. | Permitting | Task 391 | <i>Lump Sum</i> | \$20,500 |
| IV. | Structural Engineering | Task 393 | <i>Lump Sum</i> | \$31,900 |
| V. | Electrical Engineering | Task 394 | <i>Lump Sum</i> | \$67,073 |
| VI. | Geotechnical Engineering | Task 395 | <i>Lump Sum</i> | \$40,040 |
| VII. | Bid and Award Services | Task 401 | <i>Lump Sum</i> | \$30,150 |
| VIII. | Construction Phase Services | Task 402 | <i>Lump Sum</i> | \$167,335 |
| IX. | Direct Expenses | Task 503 | <i>Allowance NTE</i> | <u>\$800</u> |
| | | Total: | | \$1,131,168 |

BASIS OF COMPENSATION

Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$1,131,168** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If there are changes to the scope of services, Pape-Dawson may request modification of this Agreement.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the **30th** day of **March 2023**, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.


The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson will provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

Ms. Yvonne Gil Vallejo
CR 158 Elevated and Ground Storage Water Tanks and Pump Station Project
Task Order No. 6
September 8, 2023 (rev. 10/18/2023; 11/15/2023; 12/05/2023; 12/07/2023)
Page 6 of 6

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF KYLE




Jennifer Glaess, P.E.
Associate Vice President

Signature: _____

Print Name: Travis Mitchell

Title: Mayor

Date: _____



Cara C. Tackett, P.E.
Managing Principal, Water Resources

O:\Marketing\Proposals\Letters\2023\09\230907b7 (P3960-23) AUS R4 51201-04.docx



Project Name: Kyle CR 158 GST, EST, & Pumping System
 Date of Estimate: 12/6/2023
 Estimator's Initials: jmg

| | | | | | | | | Expenses | | | | | | |
|--------------------|---------------------------------------------------|---------------------------------|----------------------------|-------------------------------------------|-------------------|-------------------|--------------------------|-------------------|------------------|------------|-------------------|------------------|---------------|---------------------|
| | | VP /Managing VP/Practice Leader | Associate VP | Project Maanager, Senior Project Engineer | Project Engineer | Designer/EIT | Administrative Assistant | | | | Total Fee by Task | Total by Subtask | | |
| | | Rate | \$ 390 | \$ 375 | \$ 295 | \$ 220 | \$ 180 | \$ 170 | | | | | | |
| Task 501.0- | 1 Project Management | | | | | | | | | | | | | |
| | 1.1 Coordination with City of Kyle | 1.00 | 10.00 | 25.00 | 30.00 | 10.00 | 2.00 | | | | | \$20,255.00 | | |
| | 1.2 ARWA Coordination | 1.00 | 10.00 | 25.00 | 40.00 | 10.00 | 2.00 | | | | | \$22,455.00 | | |
| | 1.3 Develop and Maintain Project Schedule | 1.00 | 5.00 | 25.00 | | 10.00 | 2.00 | | | | | \$11,780.00 | | |
| | 1.4 Meetings | 1.00 | 25.00 | 20.00 | 45.00 | 10.00 | 6.00 | | | | | \$28,385.00 | | |
| | 1.5 Coordination with Subconsultants | 1.00 | 5.00 | 15.00 | 35.00 | | 4.00 | | | | | \$15,070.00 | | |
| | | | Subtotal- Task 501 (Hours) | 5.00 | 55.00 | 110.00 | 150.00 | 40.00 | 16.00 | | | \$97,945.00 | | |
| | | | Subtotal- Task 501 (Fee) | \$ 1,950.00 | \$ 20,625.00 | \$ 32,450.00 | \$ 33,000.00 | \$ 7,200.00 | \$ 2,720.00 | \$ - | \$ 97,945 | \$ - | \$ 97,945 | |
| Task 301.0- | 2 Construction Documents | | | | | | | | | | | | | |
| | 2.1 Plans - GST | 6.00 | 20.00 | 40.00 | 45.00 | 55.00 | 6.00 | | | | | \$42,460.00 | | |
| | 2.2 Plans - Piping for 2nd Future GST | 8.00 | 30.00 | 60.00 | 64.00 | 80.00 | 8.00 | | | | | \$61,910.00 | | |
| | 2.3 Plans - EST | 6.00 | 20.00 | 40.00 | 45.00 | 55.00 | 6.00 | | | | | \$42,460.00 | | |
| | 2.4 Plans - Pump Station | 8.00 | 30.00 | 60.00 | 64.00 | 80.00 | 8.00 | | | | | \$61,910.00 | | |
| | 2.5 Plans - Pump Station Building | 8.00 | 30.00 | 60.00 | 64.00 | 80.00 | 8.00 | | | | | \$61,910.00 | | |
| | 2.6 Plans - Yard Piping | 8.00 | 30.00 | 60.00 | 64.00 | 80.00 | 8.00 | | | | | \$61,910.00 | | |
| | 2.7 Plans - Site Plan | 8.00 | 30.00 | 60.00 | 64.00 | 80.00 | 8.00 | | | | | \$61,910.00 | | |
| | 2.8 Plans - Site Paving | 8.00 | 20.00 | 60.00 | 64.00 | 80.00 | 8.00 | | | | | \$58,160.00 | | |
| | 2.9 Plans - Site Utility Plan | 8.00 | 20.00 | 50.00 | 64.00 | 80.00 | 8.00 | | | | | \$55,210.00 | | |
| | 2.10 Plans - Subconsultants | 5.00 | 20.00 | 50.00 | 64.00 | 80.00 | 8.00 | | | | | \$54,040.00 | | |
| | 2.11 Specs | 10.00 | 40.00 | 65.00 | 90.00 | 100.00 | 12.00 | | | | | \$77,915.00 | | |
| | 2.12 OPCC | 2.00 | 4.00 | 10.00 | 60.00 | 88.00 | 8.00 | | | | | \$35,630.00 | | |
| | | | Subtotal- Task 301 (Hours) | 85.00 | 294.00 | 615.00 | 752.00 | 938.00 | 96.00 | | | | | |
| | | | Subtotal- Task 301 (Fee) | \$ 33,150.00 | \$ 110,250.00 | \$ 181,425.00 | \$ 165,440.00 | \$ 168,840.00 | \$ 16,320.00 | \$ 675,425 | \$ - | \$ - | \$ 675,425 | |
| Task 391.0- | 3 Permitting | | | | | | | | | | | | | |
| | 3.1 TCEQ Permits | 2.00 | 3.00 | 8.00 | 15.00 | | 2.00 | | | | | \$7,905.00 | | |
| | 3.2 City of Kyle Permits | 1.00 | 2.00 | 8.00 | 15.00 | | 2.00 | | | | | \$7,140.00 | | |
| | 3.3 AWRA Permits | 2.00 | 3.00 | 4.00 | 10.00 | | 1.00 | | | | | \$5,455.00 | | |
| | | | Subtotal- Task 391 (Hours) | 5.00 | 8.00 | 20.00 | 40.00 | - | 5.00 | | | | | |
| | | | Subtotal- Task 390 (Fee) | \$ 1,950.00 | \$ 3,000.00 | \$ 5,900.00 | \$ 8,800.00 | \$ - | \$ 850.00 | \$ 20,500 | \$ - | \$ - | \$ 20,500 | |
| Task 393.0- | 4 Structural Engineering (Subconsultant) | | | | | | | | | | | | | |
| | 4.1 Design Services | | | | | | | | \$ 29,000 | | | | | |
| | | | Subtotal- Task 393 (Hours) | - | - | - | - | - | - | | | | | |
| | | | Subtotal- Task 393 (Fee) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 31,900 | \$ - | \$ - | \$ 31,900 | |
| Task 394.0- | 5 Electrical Engineering (Subconsultant) | | | | | | | | | | | | | |
| | 5.1 Design Services | | | | | | | | \$ 60,975 | | | | | |
| | | | Subtotal- Task 394 (Hours) | - | - | - | - | - | - | | | | | |
| | | | Subtotal- Task 394 (Fee) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 67,073 | \$ - | \$ - | \$ 67,073 | |
| Task 395.0- | 6 Geotechnical Engineering (Subconsultant) | | | | | | | | | | | | | |
| | 6.1 Design Services | | | | | | | | \$ 36,400 | | | | | |
| | | | Subtotal- Task 395 (Hours) | - | - | - | - | - | - | | | | | |
| | | | Subtotal- Task 395 (Fee) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 40,040 | \$ - | \$ - | \$ 40,040 | |
| Task 401.0- | 7 Bid and Award Services | | | | | | | | | | | | | |
| | 7.1 Coordinate Bid Date, Time, Place | | 1.00 | 4.00 | 4.00 | | 1.00 | | | | | \$2,605.00 | | |
| | 7.2 Assist in Advertisement | | 1.00 | 3.00 | 3.00 | | 1.00 | | | | | \$2,090.00 | | |
| | 7.3 Distribute Copies of Bid Documents | | 1.00 | 3.00 | 3.00 | | 1.00 | | | | | \$2,090.00 | | |
| | 7.4 Distribute Plan Holders List | | 1.00 | 3.00 | 3.00 | | 1.00 | | | | | \$2,090.00 | | |
| | 7.5 Respond to RFI, Prepare Addenda | 3.00 | 10.00 | 15.00 | 10.00 | | | | | | | \$11,545.00 | | |
| | 7.6 Facilitate Pre-Bid Meeting | | 1.00 | 5.00 | 5.00 | | | | | | | \$2,950.00 | | |
| | 7.7 Assist during Bid Opening | | 1.00 | 2.00 | 2.00 | | 1.00 | | | | | \$1,575.00 | | |
| | 7.8 Review Quals of Low Bidder | 2.00 | 1.00 | 10.00 | 5.00 | | | | | | | \$5,205.00 | | |
| | | | Subtotal- Task 401 (Hours) | 5.00 | 17.00 | 45.00 | 35.00 | - | 5.00 | | | | | |
| | | | Subtotal- Task 401 (Fee) | \$ 1,950.00 | \$ 6,375.00 | \$ 13,275.00 | \$ 7,700.00 | \$ - | \$ 850.00 | \$ - | \$ 30,150 | \$ - | \$ - | \$ 30,150 |
| Task 402.0- | 8 Construction Phase Services | | | | | | | | | | | | | |
| | 8.1 Attend Project Kickoff | | 8.00 | 8.00 | 8.00 | | 5.00 | | | | | \$7,970.00 | | |
| | 8.2 SharePoint site creation and mgmt | 1.00 | 4.00 | 10.00 | 10.00 | | | | | | | \$7,040.00 | | |
| | 8.3 Periodic Site Visits | | 10.00 | 52.00 | 60.00 | | 10.00 | | | | | \$33,990.00 | | |
| | 8.4 Shop Drawing Reviews | 1.00 | 4.00 | 40.00 | 40.00 | | 5.00 | | | | | \$23,340.00 | | |
| | 8.5 Response to RFI | 2.00 | 4.00 | 40.00 | 40.00 | | 5.00 | | | | | \$23,730.00 | | |
| | 8.6 Facilitate Start-Up | | 8.00 | 8.00 | 6.00 | | 5.00 | | | | | \$7,530.00 | | |
| | 8.7 Substantial and Final Completion | | 9.00 | 16.00 | 12.00 | | 5.00 | | | | | \$11,585.00 | | |
| | 8.8 Prepare Agenda and Minutes | | 4.00 | 8.00 | 16.00 | | | | | | | \$7,380.00 | | |
| | 8.9 Record Drawings | | 10.00 | 78.00 | 78.00 | | 5.00 | | | | | \$44,770.00 | | |
| | | | Subtotal- Task 8 (Hours) | 4.00 | 61.00 | 260.00 | 270.00 | - | 40.00 | | | | | |
| | | | Subtotal- Task 8 (Fee) | \$ 1,560.00 | \$ 22,875.00 | \$ 76,700.00 | \$ 59,400.00 | \$ - | \$ 6,800.00 | \$ - | \$ 167,335 | \$ - | \$ - | \$ 167,335 |
| Task 503.0- | 9 Direct Expenses | | | | | | | | | | | | | |
| | 9.1 Direct Expenses | | | | | | | \$ 800 | | | | | | |
| | | | | | | | | \$ 800 | | \$ 800 | \$ 800 | \$ 800 | | |
| | | | Total Hours | 99.00 | 418.00 | 1,005.00 | 1,212.00 | 978.00 | 157.00 | - | - | - | - | |
| | | | Total Fee | 38,610.00 | 156,750.00 | 296,475.00 | 266,640.00 | 176,040.00 | 26,690.00 | - | 991,355.00 | 139,013 | 800.00 | \$ 1,131,168 |

CR158 Elevated and Ground Storage Tanks and Pump Station Schedule November 2023

| ID | Task Name | Duration | Start | Finish | 2023 | | Half 2, 2023 | | | Half 1, 2024 | | | Half 2, 2024 | | | Half 1, 2025 |
|----|----------------------------------------------------------|-----------------|---------------------|---------------------|------|---|--------------|---|---|--------------|---|---|--------------|---|---|--------------|
| | | | | | M | M | J | S | N | J | M | M | J | S | N | J |
| 1 | Notice to Proceed (4/18/23) | | | | | | | | | | | | | | | |
| 2 | Preliminary Engineering (30%) | 170 days | Wed 4/26/23 | Tue 12/19/23 | | | | | | | | | | | | |
| 3 | Kickoff meeting | 1 day | Wed 4/26/23 | Wed 4/26/23 | | | | | | | | | | | | |
| 4 | Hoover Facility Site Visit | 1 day | Wed 4/26/23 | Wed 4/26/23 | | | | | | | | | | | | |
| 5 | Coordination meeting with ARWA | 1 day | Fri 6/2/23 | Fri 6/2/23 | | | | | | | | | | | | |
| 6 | Prepare Preliminary Engineering Report (PER) | 11 wks | Fri 4/28/23 | Thu 7/13/23 | | | | | | | | | | | | |
| 7 | PER Draft Submittal & Review - City of Kyle | 2 wks | Wed 7/26/23 | Tue 8/8/23 | | | | | | | | | | | | |
| 8 | Meeting with the City of Kyle to discuss Review Comments | 1 day | Wed 8/9/23 | Wed 8/9/23 | | | | | | | | | | | | |
| 9 | Finalize PER | 7 wks | Wed 8/16/23 | Tue 10/3/23 | | | | | | | | | | | | |
| 10 | Submit Final PER to City of Kyle & TCEQ for Permitting | 1 day | Wed 10/4/23 | Wed 10/4/23 | | | | | | | | | | | | |
| 11 | Council Approval of Engineering Design | 1 day | Tue 12/19/23 | Tue 12/19/23 | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | |
| 13 | Engineering Design (60%, 90%, 100%) | 89 days | Wed 12/20/23 | Fri 4/19/24 | | | | | | | | | | | | |
| 14 | Prepare 60% Construction Plans | 4 wks | Wed 12/20/23 | Tue 1/16/24 | | | | | | | | | | | | |
| 15 | Submittal & Review - City of Kyle | 2 wks | Wed 1/17/24 | Tue 1/30/24 | | | | | | | | | | | | |
| 16 | Meeting with the City of Kyle to discuss Review Comments | 1 day | Wed 1/31/24 | Wed 1/31/24 | | | | | | | | | | | | |
| 17 | Prepare 90% Construction Plans | 4 wks | Thu 2/1/24 | Tue 2/27/24 | | | | | | | | | | | | |
| 18 | Submittal & Review - City of Kyle | 2 wks | Wed 2/28/24 | Tue 3/12/24 | | | | | | | | | | | | |
| 19 | Meeting with the City of Kyle to discuss Review Comments | 1 day | Wed 3/13/24 | Wed 3/13/24 | | | | | | | | | | | | |
| 20 | Prepare 100% Construction Plans | 2 wks | Thu 3/14/24 | Wed 3/27/24 | | | | | | | | | | | | |
| 21 | Submittal & Review - City of Kyle | 2 wks | Thu 3/28/24 | Wed 4/10/24 | | | | | | | | | | | | |
| 22 | Meeting with the City of Kyle to discuss Review Comments | 1 day | Thu 4/11/24 | Thu 4/11/24 | | | | | | | | | | | | |
| 23 | Finalize with City | 1 wk | Fri 4/12/24 | Thu 4/18/24 | | | | | | | | | | | | |
| 24 | TCEQ Approval | 1 day | Fri 4/19/24 | Fri 4/19/24 | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | | | | | |
| 26 | Public Bidding | 4 wks | Mon 4/22/24 | Fri 5/17/24 | | | | | | | | | | | | |
| 27 | Project Award | 1 wk | Mon 5/20/24 | Fri 5/24/24 | | | | | | | | | | | | |
| 28 | Construction | 9 mons | Mon 5/27/24 | Fri 1/31/25 | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | | | | | |



CITY OF KYLE, TEXAS

Acceptance of the Talavera Phase 3 Subdivision

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution of the City Council of the City of Kyle, Texas accepting the Talavera Phase 3 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 walk-through was completed on December 5, 2023. The punch list items have been completed on the project. The street, drainage, and wastewater improvements have been completed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

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

Legal Notes: N/A

Budget Information:

ATTACHMENTS:

Description

- Presentation
- Department Memo
- Resolution
- Acceptance Packet

Acceptance of Subdivision

Talavera Phase 3

Engineering Department



Summary

- Acceptance of the Talavera Phase 3 subdivision
- A final walkthrough was completed on December 5, 2023.
- The punch list items have been completed on the project.
- The street, drainage, and wastewater improvements have been constructed in substantial accordance with the City's requirements.
- Record drawings have been provided to the City.

Options

- Option 1
 - Approve the acceptance of subdivision
 - Subdivision has met all the requirements in the subdivision ordinance.

Acceptance of Subdivision 3

Recommendation

- Approve a Resolution of the City Council of the City of Kyle, Texas accepting the Talavera Phase 3 subdivision improvements.

Acceptance of Subdivision 4



City Council Regular Meeting

DEPARTMENT: Engineering Department

FROM: Leon Barba

MEETING: January 2, 2024

SUBJECT:

Acceptance of the Talavera Phase 3 Subdivision

SUMMARY:

Approval of a Resolution of the City Council of the City of Kyle, Texas accepting the Talavera Phase 3 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.

A final walk-through was completed on December 5, 2023. The punch list items have been completed on the project. The street, drainage, and wastewater improvements have been completed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

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

OPTIONS:

Option 1:

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

RECOMMENDATION:

Accept Talavera Phase 3 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 TALAVERA PHASE 3 SUBDIVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

WHEREAS, the contractor has also provided the City a two (2) year maintenance bond in an amount of 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 hereby accepts the public improvements and certifies completion of the improvements for Talavera Phase 3. The current maintenance surety is hereby \$956,664.29 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the subdivision improvements within Talavera Phase 3 are hereby accepted for operation and maintenance.

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

PASSED AND APPROVED this the ____ day of _____, 2024.

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 

DATE: December 18, 2023

SUBJECT: Talavera Phase 3
Final Acceptance

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

A final walkthrough was completed on December 5, 2023. The punch list items have been completed on the project. The street, drainage and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Westfield Insurance Company – Bond No. 355377N) in the amount of \$956,664.29 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



12/6/2023

RE: TALAVERA SUBDIVISION PHASE 3
Paving, Drainage, Water & Wastewater Improvements
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On December 5, 2023, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with City of Kyle and Goforth SUD staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Talavera Subdivision Phase 3 Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications, and requirements of the associated regulatory permits with insignificant deviation.

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

Sincerely,
BGE, Inc.
12/06/2023



Brandon Gilmore, P.E.
Project Manager

cc: Leon Barba, P.E., City of Kyle
Ricky Cisneros, City of Kyle
Neal Goedrich, P.E., Goforth SUD

EXHIBIT B

MAINTENANCE BOND

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

MAINTENANCE BOND

Bond No.: **355377N**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto City of Kyle as Obligee, in the sum of Nine Hundred Fifty-six Thousand Six Hundred Sixty-four & 29/100 (\$956,664.29) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Talavera Phase 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Talavera Phase 3 - Erosion Controls, Street/Site Improvements, Wastewater Improvements, Drainage Improvements

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

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

This 11th day of December, 2023.

JL Gray Construction, Inc.
Principal

By: 

Westfield Insurance Company
Surety

Seal

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

By: 

Jack Nottingham, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General Power of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of MAY A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

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

State of Ohio County of Medina ss.:

On this 25th day of MAY A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of December A.D., 2023 .



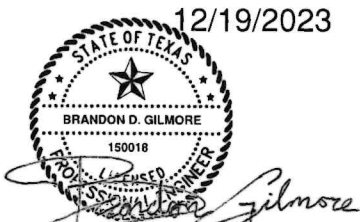
Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

TALAVERA PHASE 3 FINAL COSTS & QUANTITIES

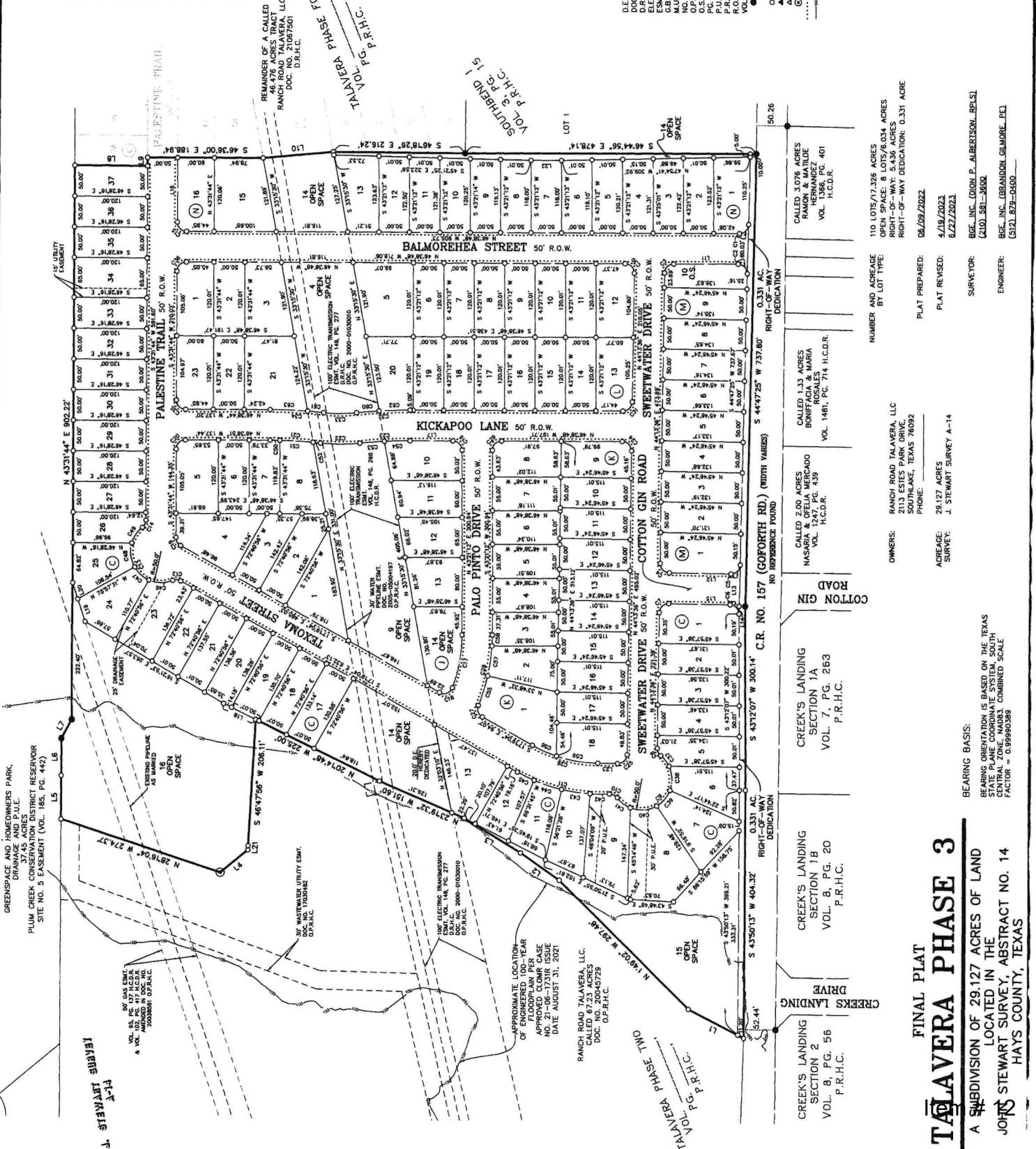
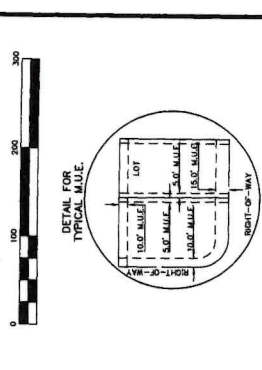
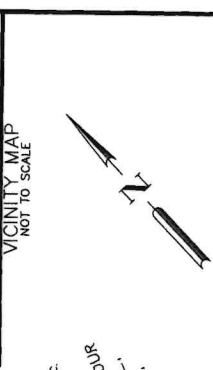
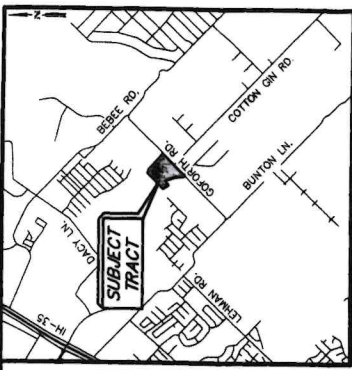
| Item No. | Description | Qty | Unit | Unit Price | Contract Amount |
|---------------------------------|--------------------------------------|--------|------|------------|---------------------|
| EROSION CONTROL | | | | | |
| 1 | REVEG ROW | 13,326 | SY | 1.50 | 19,989.00 |
| 2 | REVEG OPEN SPACES | 13,435 | SY | 1.50 | 20,152.50 |
| | | | | | 40,141.50 |
| STREET/SITE IMPROVEMENTS | | | | | |
| 1 | SUBGRADE PREPARATION 3' BOC | 19,156 | SY | 2.25 | 43,101.00 |
| 2 | 8" BASE | 19,156 | SY | 11.75 | 225,083.00 |
| 3 | GEOGRID | 19,156 | SY | 4.00 | 76,624.00 |
| 4 | 2" HMAC TYPE D | 14,010 | SY | 16.60 | 232,566.00 |
| 5 | CURB & GUTTER | 9,245 | LF | 17.00 | 157,165.00 |
| 6 | 4' SIDEWALK | 1,381 | LF | 29.00 | 40,049.00 |
| 7 | TYPE I RAMPS | 19 | EA | 1285.00 | 24,415.00 |
| 8 | SIGNAGE, STRIPING, & TRAFFIC CONTROL | 1 | LS | 16500.00 | 16,500.00 |
| | | | | | 815,503.00 |
| WASTEWATER IMPROVEMENTS | | | | | |
| 1 | 8" PVC SDR26 0-8' | 3,207 | LF | 39.75 | 127,478.25 |
| 2 | 8" PVC SDR26 0-8' OFFSITE | 375 | LF | 46.50 | 17,437.50 |
| 3 | 8" PVC SDR26 8-10' | 1,021 | LF | 42.75 | 43,647.75 |
| 4 | 8" PVC SDR26 8-10' OFFSITE | 347 | LF | 48.50 | 16,829.50 |
| 5 | 8" PVC SDR26 10-12' | 343 | LF | 45.75 | 15,692.25 |
| 6 | 8" PVC SDR26 10-12' | 132 | LF | 51.50 | 6,798.00 |
| 7 | 8" PVC SDR26 12-14' OFFSITE | 18 | LF | 55.00 | 990.00 |
| 9 | 4' STANDARD MANHOLE | 25 | EA | 4510.00 | 112,750.00 |
| 10 | EXTRA DEPTH MANHOLE | 43 | VF | 325.00 | 13,975.00 |
| 11 | DOUBLE SERVICE | 29 | EA | 2395.00 | 69,455.00 |
| 12 | SINGLE SERVICE | 52 | EA | 1705.00 | 88,660.00 |
| 13 | TIE TO EXISTING 5' WWMH | 1 | EA | 8775.00 | 8,775.00 |
| | | | | | 522,488.25 |
| DRAINAGE IMPROVEMENTS | | | | | |
| 1 | 18" CLASS III RCP | 1,984 | LF | 52.00 | 103,168.00 |
| 2 | 24" CLASS III RCP | 1,648 | LF | 72.25 | 119,068.00 |
| 3 | 30" CLASS III RCP | 366 | LF | 93.00 | 34,038.00 |
| 4 | 36" CLASS III RCP | 307 | LF | 132.00 | 40,524.00 |
| 5 | 42" CLASS III RCP | 1466 | LF | 190.00 | 278,540.00 |
| 6 | 54" CLASS III RCP | 559 | LF | 275.00 | 153,725.00 |
| 7 | 10' CURB INLET | 29 | EA | 4905.00 | 142,245.00 |
| 8 | 15' CURB INLET | 2 | EA | 8575.00 | 17,150.00 |
| 9 | 4X4 AREA INLET | 1 | EA | 4900.00 | 4,900.00 |
| 10 | 4' STORM MANHOLE | 8 | EA | 3905.00 | 31,240.00 |
| | 5' STORM MANHOLE | 4 | EA | 505.00 | 2,020.00 |
| 11 | 6' STORM MANHOLE | 3 | EA | 5905.00 | 17,715.00 |
| 12 | 7' STORM MANHOLE | 2 | EA | 9500.00 | 19,000.00 |
| 13 | 18" SAFETY END | 4 | EA | 2650.00 | 10,600.00 |
| 14 | 36" HEADWALL | 1 | EA | 7050.00 | 7,050.00 |
| 15 | 42" HEADWALL | 1 | EA | 9750.00 | 9,750.00 |
| 16 | DUAL 54" HEADWALL | 1 | EA | 19455.00 | 19,455.00 |
| | | | | | 1,010,188.00 |

| | |
|------------------------------------------|---------------------|
| Total City of Kyle Items | 2,388,320.75 |
| Maintenance Bond (2 years at 35%) | 835,912.26 |



LB 12/20/23
 ★ Contractor provided a maintenance bond in the amount of \$956,664.29 based on a
 Item # 12

EXHIBIT C
SUBDIVISION MAP



GREENSPACE AND HOMEOWNERS PARK,
 DIVISION OF THE TEXAS DEPARTMENT OF
 PLUM CREEK CONSERVATION DISTRICT RESERVOIR
 SITE NO. 5 EASEMENT (VOL. 185, PG. 442)

APPROXIMATE LOCATION
 OF ENGINEER, 100-YEAR
 FLOOD PLANE FOR THE
 APPROVED CLAIM CASE
 NO. 21-06-1731R ISSUE
 DATE AUGUST 31, 2021

RANCH ROAD TALAVERA, LLC.
 CALLED 67.23 ACRES
 DOC. NO. 201040729
 O.P.R.H.C.

REMAINDER OF A CALLED
 RANCH ROAD TALAVERA, LLC.
 DOC. NO. 21087501
 D.R.H.C.

TAJERA PHASE FOUR
 VOL. 9, PG. 15
 P.R.H.C.

TAJERA PHASE TWO
 VOL. 8, PG. 56
 P.R.H.C.

TAJERA PHASE THREE
 VOL. 7, PG. 263
 P.R.H.C.

TAJERA PHASE ONE
 VOL. 6, PG. 134
 P.R.H.C.

BEARING BASIS:
 BEARING ORIENTATION IS BASED ON THE TEXAS
 STATE PLANE COORDINATE SYSTEM, SOUTH
 CENTRAL ZONE, NAD83. COMBINED SCALE
 FACTOR = 0.9999958

OWNERS:
 RANCH ROAD TALAVERA, LLC
 2113 ESTES PARK DRIVE,
 SOUTHLAKE, TEXAS 76092
 PHONE: (817) 429-0500

AGREEMENT:
 29.127 ACRES
 SURVEY:
 J. STEWART SURVEY A-14

NUMBER AND ACREAGE
 BY LOT TYPE:
 110 LOTS/17,326 ACRES
 OPEN SPACE: 8 LOTS/6,034 ACRES
 RIGHT-OF-WAY: 5.436 ACRES
 RIGHT-OF-WAY DEDICATION: 0.331 ACRE

PLAT PREPARED:
 06/09/2022

PLAT REVISED:
 4/18/2023
 6/27/2023

SURVEYOR:
 BGE, INC. (DOKI, P., ALBERTSON, RPLS)

ENGINEER:
 BGE, INC. (BRANDON, GILMORE, PE)
 (512) 879-0500

CALLER 1.33 ACRES
 RAMON & MATILDE
 HERNANDEZ
 VOL. 1366, PG. 401
 H.C.D.R.

CALLER 2.08 ACRES
 NASARAH & CELIA MERCADO
 ROSALES
 VOL. 1247, PG. 439
 H.C.D.R.

CALLER 3.08 ACRES
 MARIA ROSALES
 VOL. 1481, PG. 714 H.C.D.R.

CALLER 4.075 ACRES
 RAMON & MATILDE
 HERNANDEZ
 VOL. 1366, PG. 401
 H.C.D.R.

FINAL PLAT
TALAVERA PHASE 3
 A SUBDIVISION OF 29.127 ACRES OF LAND
 LOCATED IN THE
 JOHN STEWART SURVEY, ABSTRACT NO. 14
 HAYS COUNTY, TEXAS



BGE, Inc.
 7330 San Pedro
 San Antonio, TX 78216
 Tel: 210-561-5600 • www.bgeinc.com
 TPPELS Registration No. F-1046
 TPPELS Licensed Surveying Firm No. 10194486

FINAL PLAT TAJERA PHASE 3

A SUBDIVISION OF 29.127 ACRES OF LAND
LOCATED IN THE
JOHN STEWART SURVEY, ABSTRACT NO. 14
HAYS COUNTY, TEXAS

BEARING BASIS:
BEARING ORIENTATION IS BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, SOUTH
CENTRAL ZONE, NAD83, COMBINED SCALE
FACTOR = 0.99960586

| CURVE DATA | | | | | |
|------------|---------|-------------|--------------|----------------|----------------|
| NUMBER | RADIUS | DELTA ANGLE | ARC DISTANCE | CHORD BEARING | CHORD DISTANCE |
| C1 | 15.00' | 88°33'48" | 23.18' | N 89°04'19" E | 20.85 |
| C2 | 15.00' | 91°26'12" | 23.84' | N 0°55'41" W | 21.48' |
| C3 | 15.00' | 89°07'36" | 23.33' | S 88°47'24" W | 21.05' |
| C4 | 15.00' | 89°39'36" | 23.56' | S 0°46'24" E | 21.21' |
| C5 | 15.00' | 89°26'12" | 23.41' | N 89°30'31" E | 21.11' |
| C6 | 15.00' | 86°58'30" | 23.29' | N 117°08" W | 21.02' |
| C7 | 15.00' | 90°00'01" | 23.56' | S 89°13'36" W | 21.21' |
| C8 | 15.00' | 91°59'54" | 13.61' | S 181°33'39" W | 13.15' |
| C9 | 50.00' | 194°17'41" | 169.56' | N 89°21'15" E | 99.22' |
| C10 | 15.00' | 55°53'30" | 14.63' | N 21°26'37" W | 14.06' |
| C11 | 15.00' | 31°52'37" | 156.73' | S 33°28'54" E | 154.71' |
| C12 | 15.00' | 52°01'03" | 13.62' | N 43°19'36" W | 13.16' |
| C13 | 15.00' | 52°01'12" | 13.62' | N 69°32'20" E | 13.16' |
| C14 | 15.00' | 90°00'00" | 23.56' | N 1°36'48" W | 21.21' |
| C15 | 15.00' | 90°00'00" | 23.56' | N 53°26'01" E | 21.21' |
| C16 | 15.00' | 90°00'00" | 23.56' | S 66°54'07" E | 22.84' |
| C17 | 15.00' | 89°49'28" | 15.93' | S 13°06'20" W | 15.18' |
| C18 | 15.00' | 60°50'48" | 15.93' | S 89°26'28" W | 21.18' |
| C19 | 15.00' | 89°49'28" | 15.93' | S 13°06'20" W | 15.18' |
| C20 | 15.00' | 60°50'48" | 15.93' | S 89°26'28" W | 21.18' |
| C21 | 300.00' | 12°13'47" | 64.03' | S 46°38'48" E | 63.91' |
| C22 | 775.00' | 6°06'54" | 82.71' | N 49°42'14" W | 82.67' |
| C23 | 775.00' | 6°06'54" | 82.71' | N 49°42'14" W | 82.67' |
| C24 | 15.00' | 90°52'24" | 23.79' | N 112°36" W | 21.37' |
| C25 | 15.00' | 90°00'00" | 23.56' | N 89°13'36" E | 21.21' |
| C26 | 225.02' | 282°72'00" | 111.75' | S 31°32'44" E | 110.61' |
| C27 | 15.00' | 83°10'23" | 21.77' | S 24°16'07" W | 19.91' |
| C28 | 300.00' | 22°30'06" | 117.82' | N 54°36'16" E | 117.06' |
| C29 | 15.00' | 90°00'00" | 23.56' | S 88°21'12" W | 21.21' |
| C30 | 15.00' | 80°32'24" | 23.79' | N 112°36" W | 21.37' |

| CURVE DATA | | | | | |
|------------|---------|-------------|--------------|---------------|----------------|
| NUMBER | RADIUS | DELTA ANGLE | ARC DISTANCE | CHORD BEARING | CHORD DISTANCE |
| C31 | 15.00' | 89°07'36" | 23.33' | N 88°47'24" E | 21.05' |
| C32 | 825.00' | 3°32'32" | 51.01' | N 49°25'04" W | 51.00' |
| C33 | 250.00' | 12°13'47" | 53.36' | S 44°38'48" E | 53.28' |
| C34 | 825.00' | 4°15'57" | 61.42' | N 44°30'49" W | 61.41' |
| C35 | 15.00' | 90°10'32" | 23.61' | S 13°33'32" E | 21.25' |
| C36 | 15.00' | 89°49'28" | 23.52' | S 89°26'28" W | 21.18' |
| C37 | 50.00' | 25°30'11" | 22.26' | N 4°57'30" E | 22.07' |
| C38 | 50.00' | 46°23'54" | 40.48' | N 40°54'32" E | 39.39' |
| C39 | 50.00' | 38°34'37" | 34.54' | N 83°53'47" E | 33.86' |
| C40 | 50.00' | 51°58'18" | 45.33' | S 50°20'45" E | 43.79' |
| C41 | 50.00' | 30°32'42" | 26.95' | S 8°56'15" E | 26.62' |
| C42 | 281.66' | 9°38'55" | 47.43' | S 28°35'15" E | 47.38' |
| C43 | 281.66' | 9°32'10" | 46.88' | S 38°10'48" E | 46.82' |
| C44 | 281.66' | 6°26'29" | 31.67' | S 46°10'07" E | 31.65' |
| C45 | 281.66' | 6°15'22" | 30.75' | S 20°36'08" E | 30.74' |
| C46 | 50.00' | 46°42'26" | 40.76' | S 4°56'54" E | 39.64' |
| C47 | 50.00' | 36°40'09" | 32.00' | S 41°7'36" E | 31.46' |
| C48 | 50.00' | 45°35'49" | 38.79' | S 38°50'23" W | 38.75' |
| C49 | 50.00' | 35°54'38" | 31.34' | S 77°35'37" W | 30.83' |
| C50 | 775.00' | 6°06'53" | 82.71' | N 43°35'21" W | 82.67' |
| C51 | 775.00' | 6°06'53" | 82.71' | N 43°35'21" W | 82.67' |
| C52 | 775.00' | 6°06'53" | 82.71' | N 43°35'21" W | 82.67' |
| C53 | 775.00' | 259°56" | 40.54' | N 51°15'46" W | 40.54' |
| C54 | 775.00' | 370°03" | 42.17' | N 48°12'19" W | 42.16' |
| C55 | 300.00' | 9°39'51" | 50.60' | N 61°07'23" E | 50.54' |
| C56 | 225.02' | 10°58'13" | 43.15' | S 22°48'41" E | 43.08' |
| C57 | 300.00' | 9°27'26" | 49.52' | N 51°27'45" E | 49.46' |
| C58 | 300.00' | 3°22'49" | 17.70' | N 45°02'37" E | 17.70' |
| C59 | 225.02' | 17°28'07" | 88.61' | S 37°02'20" E | 88.34' |
| C60 | 825.00' | 2°34'21" | 37.04' | N 51°28'30" W | 37.04' |

| CURVE DATA | | | | | |
|------------|---------|-------------|--------------|---------------|----------------|
| NUMBER | RADIUS | DELTA ANGLE | ARC DISTANCE | CHORD BEARING | CHORD DISTANCE |
| C61 | 825.00' | 1°50'57" | 26.62' | N 41°27'22" W | 26.62' |
| C62 | 825.00' | 3°32'32" | 51.01' | N 49°25'04" W | 51.00' |
| C63 | 825.00' | 4°15'57" | 61.42' | N 44°30'49" W | 61.41' |

| LINE DATA | | |
|-----------|---------------|----------|
| NUMBER | BEARING | DISTANCE |
| L1 | N 19°22'07" W | 102.48' |
| L2 | N 11°46'25" W | 77.57' |
| L3 | N 15°15'51" W | 106.16' |
| L4 | N 85°41'04" W | 56.63' |
| L5 | N 43°44'18" E | 71.01' |
| L6 | N 43°11'57" E | 60.52' |
| L7 | N 72°29'43" E | 35.14' |
| L8 | S 46°28'16" E | 120.00' |
| L9 | N 43°31'44" E | 13.96' |
| L10 | S 51°45'34" E | 115.44' |
| L11 | S 46°38'48" E | 105.89' |
| L12 | N 45°46'23" W | 100.77' |
| L13 | N 44°47'25" E | 67.05' |
| L14 | N 43°12'07" E | 12.54' |
| L15 | S 45°46'23" E | 100.77' |
| L16 | N 43°31'44" E | 104.95' |
| L17 | N 46°38'40" W | 70.35' |
| L18 | N 20°14'48" W | 58.22' |
| L19 | N 25°01'58" E | 38.48' |
| L20 | N 29°01'58" E | 27.53' |
| L21 | S 45°50'56" W | 7.02' |
| L22 | N 46°38'48" W | 50.00' |
| L23 | S 45°46'24" E | 32.46' |

| LAND USE SCHEDULE | | |
|-------------------------|-----|------------|
| DESCRIPTION | NO. | ACREAGE |
| RESIDENTIAL | 110 | 17.326 AC. |
| RIGHT-OF-WAY | - | 5.436 AC. |
| RIGHT-OF-WAY DEDICATION | - | 0.331 AC. |
| OPEN SPACE | 8 | 6.034 AC. |
| TOTAL | 118 | 29.127 AC. |

| STREET NAMES | | |
|-------------------|--------------|-------------------|
| STREET | R.O.W. WIDTH | CENTERLINE LENGTH |
| KICKAPOO LANE | 50 FT. | 795 FT. |
| BALMOREA STREET | 50 FT. | 970 FT. |
| PALO PINTO DRIVE | 50 FT. | 485 FT. |
| PALESTINE TRAIL | 50 FT. | 643 FT. |
| SWEETWATER DRIVE | 50 FT. | 866 FT. |
| COTTON GUN ROAD | 50 FT. | 166 FT. |
| TEXOMA STREET | 50 FT. | 860 FT. |
| TOTAL LINEAR FEET | | 4,805 FT. |



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7330 San Pedro Ave., Suite 202
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Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1048
TBPELS Licensed Surveying Firm No. 10194490

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT RANCHO TALAVERA, LLC, ACTING HEREIN BY AND THROUGH SCOTT MILLER, MANAGER, BEING THE OWNER OF THE 46.686 ACRE TRACT OF LAND AS CONVEYED TO OUT OF THE JOHN STEWART SURVEY, ABSTRACT NO. 14, SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TALAVERA PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 14th DAY OF Nov, 2023 A.D.



SCOTT MILLER
MANAGER

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SCOTT MILLER, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Linnette DeJardin
NOTARY PUBLIC, STATE OF TEXAS

Linnette DeJardin
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 11/15/2025

BRANDON GILMORE AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.



Brandon Gilmore
BRANDON GILMORE
LICENSED PROFESSIONAL ENGINEER NO. 150018
ICE, INDEPENDENCE BLVD., SUITE 1000
USTIN, TX 78744

11/15/2023
DATE

DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE INC ON THE GROUND ON 7/29/2020, AND THAT ALL NECESSARY SURVEY INSTRUMENTS WILL BE CORRECTLY SET ON FOUND AS SHOWN HEREON UPON COMPLETION OF CONSTRUCTION.



Dion P. Albertson
DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 9663
GE, INC.
330 SAN PEDRO AVE, SUITE 202
AN ANTONIO, TEXAS 78216

11/15/23
DATE

STATE OF TEXAS §
COUNTY OF HAYS §

Leon Barba
LEON BARBA, CITY ENGINEER

Harper Tubb
HARPER TUBB, DIRECTOR OF PUBLIC WORKS

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

Harper Tubb
HARPER TUBB, DIRECTOR OF PUBLIC WORKS

FINAL PLAT

TALAVERA PHASE 3

A SUBDIVISION OF 29.127 ACRES OF LAND
LOCATED IN THE
JOHN STEWART SURVEY, ABSTRACT NO. 14
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF Nov, 2023 A.D. AT 1:15 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NUMBER 2023-11-14-0003

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF Nov, 2023 A.D.

Elaine H. Cardenas
ELAINE H. CARDENAS, MBA, PHD
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING CURRENT WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST REMEDIABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

TALAVERA PHASE 3 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF COFORTH SPECIAL UTILITY DISTRICT WATER AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER SYSTEM.

Mario Tobias
MARIO TOBIAS, GENERAL MANAGER
COFORTH SPECIAL UTILITY DISTRICT

11-14-2023
DATE

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE FULL PURPOSE JURISDICTION OF THE CITY OF KYLE.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION IS WITHIN UNSHARED ZONE "X" AND ZONE "A" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 482090406F, REVISED SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF KYLE REQUIREMENTS AND APPROVED BY CITY OF KYLE PUBLIC WORKS DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE CITY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SEWERLINES SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL BE CONSTRUCTED TO MEET ALL CITY AND ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- GAS IS PROVIDED BY UNIVERSAL NATURAL GAS.
- TELEPHONE/CABLE PROVIDED BY CENTRIC FIBER.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED AND OPERATED BY THE CITY OF KYLE.
- MAINTENANCE IS PROVIDED BY COFORTH SPECIAL UTILITY DISTRICT.
- MAINTENANCE OF EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL BE RESPONSIBLE FOR IMPLEMENTING A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 91. THE AVERAGE LOT SIZE IS 0.337 ACRES. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 1.
- POST-DEVELOPMENT CONDITIONS RAINFALL RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 720, SUBCHAPTER 302B, PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- FOR ALL LOTS, A 15-FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC RIGHTS-OF-WAY, EXCEPT CORNER SIDE LOTS. THE 15-FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES AND CORNER SIDE LOT LINES. PER THE MUNICIPAL UTILITY EASEMENT DETAIL ON SHEET 3.
- LOTS ADJACENT TO THE FLOODPLAIN MAY NEED TO SUBMIT ELEVATION CERTIFICATES PRIOR TO CERTIFICATE OF OCCUPANCY.
- A PUBLIC UTILITY EASEMENT EXISTS ON LOT 32, BLOCK C. NO PRIVACY FENCE IS PERMITTED ACROSS THE LIMITS OF THE EASEMENT.
- A PUBLIC UTILITY EASEMENT EXISTS ON LOTS 8 & 9, BLOCK C. NO PRIVACY FENCE IS PERMITTED ACROSS THE LIMITS OF THE EASEMENT.
- A DRAINAGE EASEMENT EXISTS ON LOT 21, BLOCK C. NO PRIVACY FENCE IS PERMITTED ACROSS THE LIMITS OF THE EASEMENT.



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TBPELS Licensed Surveying Firm No. 10194490



CITY OF KYLE, TEXAS

Acceptance of the Yarrington Industrial Subdivision

Meeting Date: 1/2/2024

Date time:7:00 PM

Subject/Recommendation: A Resolution of the City Council of the City of Kyle, Texas accepting the Yarrington Industrial 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 walk-through was completed on December 6, 2023. The punch list items have been completed on the project. The street, water, and drainage improvements have been completed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

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

Legal Notes: N/A

Budget Information:

ATTACHMENTS:

Description

- Presentation
- Department Memo
- Resolution
- Acceptance Packet

Acceptance of Subdivision

Yarrington Industrial Subdivision

Engineering Department



Summary

- Acceptance of the Yarrington Industrial Subdivision
- A final walkthrough was completed on December 6, 2023
- The punch list items have been completed on the project
- The street, water, and drainage improvements have been constructed in substantial accordance with the City's requirements
- Record drawings have been provided to the City

Options

Option 1:

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

Recommendation

Accept Yarrington Industrial Subdivision

Yarrington Industrial - Page 4



City Council Regular Meeting

DEPARTMENT: Engineering Department

FROM: Leon Barba

MEETING: January 2, 2024

SUBJECT:

Approve a Resolution of the City Council of the City of Kyle, Texas accepting Yarrington Industrial 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 December 6, 2023. The punch list items have been completed on the project. The street, water, and drainage 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. 022237347) in the amount of \$2,040,910.90 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 Yarrington Industrial 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 YARRINGTON INDUSTRIAL SUBDIVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS hereby accepts the public improvements and certifies completion of the improvements for the Yarrington Industrial Subdivision. The current maintenance surety is hereby \$2,040,910.90 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the subdivision improvements within the Yarrington Industrial Subdivision are hereby accepted for operation and maintenance.

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

PASSED AND APPROVED this the ____ day of _____, 2024.

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 
DATE: December 20, 2023
SUBJECT: Yarrington Industrial Subdivision
Final Acceptance

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

A final walkthrough was completed on December 6, 2023. The punch list items have been completed on the project. The street, water, and drainage 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. 022237347) in the amount of \$2,040,910.90 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.
Pervez Moheet, Finance Dept.
Debbie Guerra, Planning and Zoning



December 19, 2023

Leon Barba
City of Kyle - Engineering
100 W. Center Street
Kyle, Texas 78640

RE: *Engineer's Concurrence Letter for PICP Alliance Industrial Subdivision (CP-21-0102)*

I, the undersigned engineer, have made final visual inspection of the civil design for the public infrastructure within the City of Kyle public right-of-way outlined in the Alliance Industrial Subdivision PICP project. The civil items were all constructed per the approved plans with no significant deviation. I, therefore, certify the following items were constructed in substantial compliance with the approved construction plan:

All grading, curbs, sidewalks, paving, driveways, water improvements, and similar construction in the public ROW only per the approved plans dated January 12, 2022.

Please contact me at 512-646-2243 if additional information is required.

Best Regards,

A handwritten signature in black ink, appearing to read "Ben Green".

Benjamin L. Green, P.E.

Project Manager

KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT B

MAINTENANCE BOND

**MAINTENANCE
BOND**

Bond No.: 022237347

KNOWN ALL BY THESE PRESENTS: That we E.E. Reed Construction, L.P.,
as Principal, and Liberty Mutual Insurance Company, a corporation
organized and existing under the Laws of the State of Massachusetts, as Surety, are held
and firmly bound unto City of Kyle, TX, as Obligee, in the
total sum of Two Million Forty Thousand Nine Hundred Ten & 90/100
U.S. Dollars (\$2,040,910.90) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for
Construction of (2) asphalt roads (S. Goforth Rd. and Logistics Dr.) and associated utilities _____
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 (two) year(s) commencing on December 19, 2023 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 19th day of December, 2023.

E.E. Reed Construction, L.P.

(Principal)

By: 

Liberty Mutual Insurance Company

By: 

Jennie Goonie

, 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: 8204866

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, Jennie Goonie

all of the city of Houston, state of Texas 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 February, 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 February, 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 19th day of December, 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.




As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

By: 

Renee C. Llewellyn, Assistant Secretary





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

Email: 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

Email: 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

Correo electrónico: 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

Correo electrónico: ConsumerProtection@tdi.texas.gov

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

Yarrington Industrial Subdivision Quantities

Total Cost of Work: \$5,831,174

WATER LINE - \$954,270.00

| Item | Description | Quantity | Unit |
|------|-------------------------------|----------|------|
| | 1 12" C-900 DR-14 (0-6') | 5170 | lf |
| | 2 12" C-900 DR-14 (6-8') | 1720 | lf |
| | 3 12" C-900 DR-14 (8-10') | 65 | lf |
| | 4 12" C-900 DR-14 (10-12') | 35 | lf |
| | 5 12" C-900 DR-14 (12-14') | 130 | lf |
| | 6 6" DI CL-350 / FHL (0-6') | 75 | lf |
| | 7 6" DI CL-350 / FHL (6-8') | 20 | lf |
| | 8 Polywrap | 95 | lf |
| | 9 Tracer Tape | 7215 | lf |
| | 10 16" x 12" Cut-In Tee | 1 | ea |
| | 11 16" Gate Valve w/ Box | 2 | ea |
| | 12 16" Megalug | 8 | ea |
| | 13 12" Cut-In Tee | 1 | ea |
| | 14 12" Gate Valve w/ Box | 15 | ea |
| | 15 12" x 6" Tee | 19 | ea |
| | 16 12" Tee | 1 | ea |
| | 17 12" 45 Bend (VO) | 20 | ea |
| | 18 12" 22.5 Bend | 1 | ea |
| | 19 12" 11.25 Bend | 14 | ea |
| | 20 12" Cap | 1 | ea |
| | 21 12" Megalug | 148 | ea |
| | 22 6" Gate Valve w/ Box | 19 | ea |
| | 23 6" Foster Adaptor | 19 | ea |
| | 24 6" Megalug | 76 | ea |
| | 25 Std FH Assembly | 19 | ea |
| | 26 FH Riser (1') | 25 | ea |
| | 27 Traffic Control / ROW Prep | 1 | ls |

STORM DRAINAGE - \$2,216,210.00

| Item | Description | Quantity | Unit |
|------|---------------------------|----------|------|
| | 1 8'x4' SBC (6-8') | 185 | lf |
| | 2 8'x4' SBC (8-10') | 265 | lf |
| | 3 8'x4' SBC (10-12') | 30 | lf |
| | 4 8'x4' SBC (12-14') | 30 | lf |
| | 5 8'x4' SBC (14-16') | 80 | lf |
| | 6 7'x5' SBC (8-10') | 155 | lf |
| | 7 Dual 6'x5' MBC (8-10') | 90 | lf |
| | 8 Dual 6'x5' MBC (10-12') | 30 | lf |
| | 9 6'x4' SBC (8-10') | 110 | lf |
| | 10 6'x3' SBC (8-10') | 280 | lf |
| | 11 6'x3' SBC (10-12') | 545 | lf |

| | |
|--------------------------------------------------|--------|
| 12 4'x2' SBC (0-6') | 535 lf |
| 13 30" RCP CL-3 (0-6') | 95 lf |
| 14 24" RCP CL-3 (0-6') | 165 lf |
| 15 24" RCP CL-3 (6-8') | 135 lf |
| 16 24" RCP CL-3 (8-10') | 245 lf |
| 17 18" RCP CL-3 (0-6') | 330 lf |
| 18 18" RCP CL-3 (6-8') | 40 lf |
| 19 18" RCP CL-3 (8-10') | 40 lf |
| 20 Flowable Fill Backfill at MBC | 25 cy |
| 21 8'x4' SBC End Wall | 2 ea |
| 22 6'x3' SBC 30 Bend | 1 ea |
| 23 6' x 4' SBC 15 Bend | 1 ea |
| 24 8'x8' Junction Box (8' Deep) | 4 ea |
| 25 6'x6' Junction Box (4' Deep) | 4 ea |
| 26 6'x6' Junction Box w/ 5'x5' Grate (4' Deep) | 1 ea |
| 27 4'x4' Junction Box (4' Deep) | 3 ea |
| 28 MH Riser w/ R&C, Atop MBC (4' Deep) | 1 ea |
| 29 Std 10' Curb Inlet (5' Deep) | 15 ea |
| 30 10' Curb Inlet, No Bottom, Atop MBC (4' Deep) | 2 ea |
| 31 8'x4' SBC Concrete Headwall | 3 ea |
| 32 7'x5' SBC Concrete Headwall | 1 ea |
| 33 DUAL 6'x5' MBC Concrete Headwall | 2 ea |
| 34 6'x4' SBC Concrete Headwall | 1 ea |
| 35 6'x3' SBC Concrete Headwall | 1 ea |
| 36 4'x2' SBC Concrete Headwall | 1 ea |
| 37 24" Concrete SET | 1 ea |
| 38 18" Concrete SET | 2 ea |
| 39 Rock Rip-Rap (12" Thick @ Storm Headwalls) | 680 cy |
| 40 Trenching / Rock Excavation | 1 ls |

CONCRETE - \$691,990.00

| Item | Description | Quantity | Unit | Cost |
|------|-------------------------------|----------|------|---------------|
| 1 | Concrete Paving at Approaches | 8123 | sf | \$ 77,651.00 |
| 2 | City Sidewalks | 34655 | sf | \$ 72,948.00 |
| 3 | Curb and Gutter | 14130 | lf | \$ 336,187.00 |
| 4 | 7" Concrete Paving | 1684 | sf | \$ 20,520.00 |
| 5 | 9" Concrete Paving | 14909 | sf | \$ 184,684.00 |

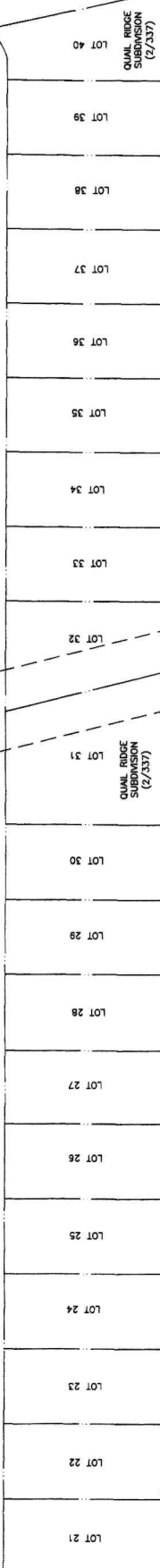
EARTHWORK & ASPHALT - \$1,968,704.03

| Item | Description | Quantity | Unit | Cost |
|------|-----------------------------|----------|------|---------------|
| 1 | Site Cut & Fill | 315960 | sf | \$ 129,000.00 |
| 2 | Paving Subgrade Preparation | 315960 | sf | \$ 260,000.00 |
| 3 | Flex Base | 315960 | sf | \$ 540,000.00 |
| 4 | Asphalt Paving | 315960 | sf | \$ 940,000.00 |
| 5 | Goforth-Widened by 3' | 315960 | sf | \$ 68,000.00 |
| 6 | 3' Overbuild ilo 1.5' | 315960 | sf | \$ 31,704.00 |

EXHIBIT C
SUBDIVISION MAP

YARRINGTON INDUSTRIAL SUBDIVISION

QUAL RIDGE DRIVE



10' M.U.E. 565.10' 10' M.U.E. 1372.00' 10' M.U.E. 15' M.U.E.

S46°37'35"E 2007.19'
(S46°36'30"E 2007.24')

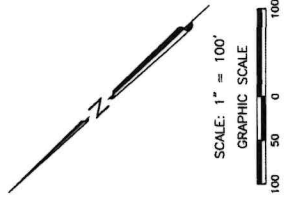
F.M. 158 LAND, LTD.
468.288 ACRES
(2702/613)
(2703/686)

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

F.M. 158 LAND, LTD.
468.288 ACRES
(2702/613)
(2703/686)

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

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



LOT 1
96.811 ACRES

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

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

MATCHLINE SHEET 2
MATCHLINE SHEET 3

MATCHLINE SHEET 1
MATCHLINE SHEET 2
MATCHLINE SHEET 3

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <h2>EARLY LAND SURVEYING</h2> <p>A LIMITED LIABILITY COMPANY</p> <p>P.O. BOX 92588 AUSTIN, TX 78709 1515 N. BRUNNEN IRFELS, TEXAS NO. 10154487</p> | |
| PROJECT NO.: 1006-019 DRAWING NO.: 1006-019-PL1 PLOT DATE: 3/9/22 PLOT SCALE: 1" = 100' | DRAWN BY: MAW & JBE SHEET 2 OF 5 |



PROJECT NO.: 1006-019-PL1
 1006-019-PL1
 PLOT DATE: 3/9/22
 PLOT SCALE: 1" = 100'
 DRAWING BY: MAM & JBE
 SHEET 4 OF 5

EARLY
LAND SURVEYING
 A LIMITED LIABILITY COMPANY
 P.O. BOX 92988
 AUSTIN, TX 78709
 512-202-8631
 TRBPLS FIRM NO. 10194487



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

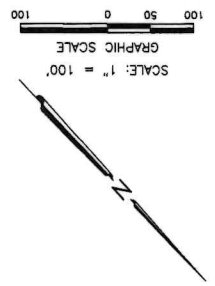
INSURANCE COMPANY:
 COMMENT G.F. NO. 21-3094-04 EFFECTIVE DATE: 11/3/21 AS PREPARED BY OLD REPUBLIC NATIONAL TITLE
 THAT I, JOE BEN EARLY, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAN COMPLETS NO. 439 OF THE CITY CODE OF KYLE AND THAT ALL PLOTTABLE EASEMENTS OF RECORD ARE SHOWN HEREON, BASED UPON TITLE



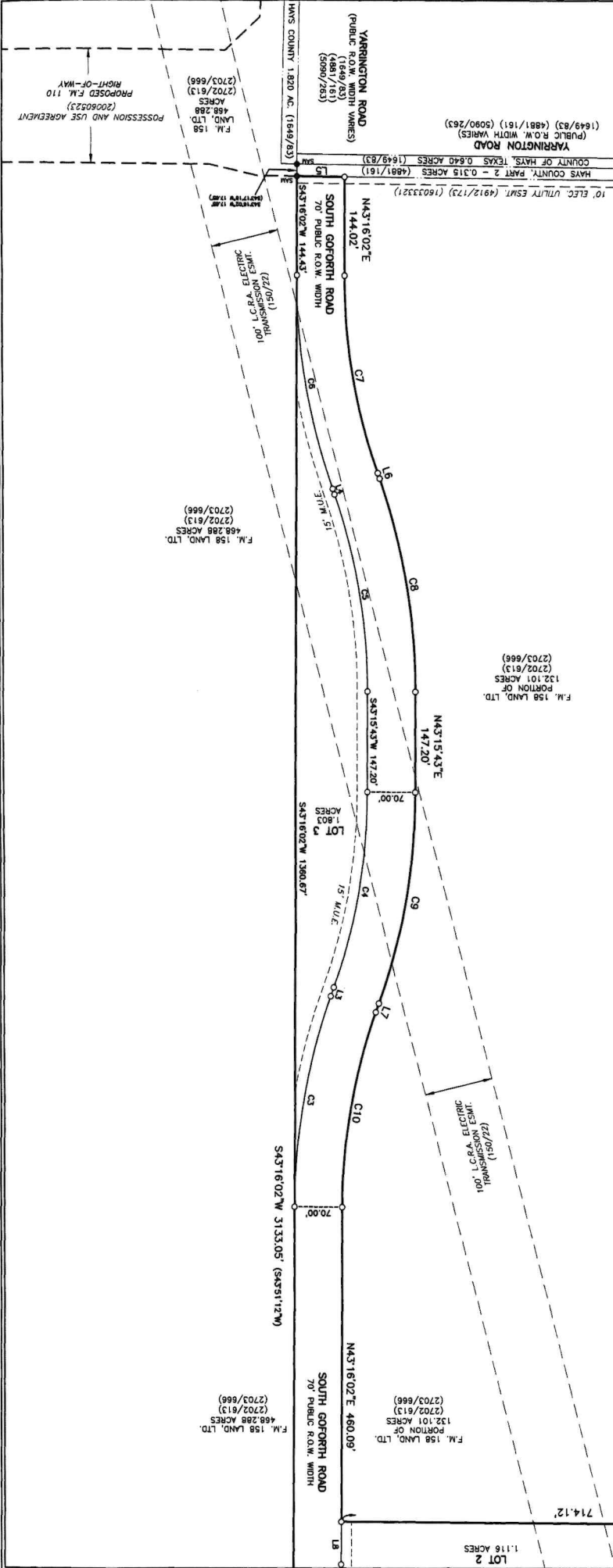
THE STATE OF TEXAS
 COUNTY OF HAYS

| CURVE | RADIUS | DELTA | ARC | BEARING | CHORD |
|-------|---------|-----------|--------|-------------|--------|
| C1 | 470.00 | 23°56'35" | 221.33 | S58°41'46"E | 195.73 |
| C2 | 530.00 | 27°56'35" | 221.33 | S58°41'46"E | 195.73 |
| C3 | 935.00 | 19°15'58" | 314.40 | S52°54'01"W | 312.92 |
| C4 | 865.00 | 18°18'17" | 290.94 | S52°53'51"W | 289.57 |
| C5 | 865.00 | 18°25'02" | 293.15 | S33°33'12"W | 291.74 |
| C6 | 935.00 | 19°25'22" | 316.93 | S33°33'21"W | 315.44 |
| C7 | 865.00 | 19°25'22" | 293.23 | N33°33'21"E | 291.82 |
| C8 | 935.00 | 19°25'02" | 316.87 | N33°33'12"E | 315.35 |
| C9 | 935.00 | 19°17'17" | 314.49 | N22°53'51"E | 313.01 |
| C10 | 865.00 | 19°15'58" | 290.86 | N22°54'01"E | 289.49 |
| C11 | 470.00 | 23°55'35" | 196.27 | N58°41'46"W | 194.85 |
| C12 | 530.00 | 24°02'11" | 222.34 | N58°38'28"W | 220.72 |
| C13 | 1011.00 | 7°08'27" | 126.00 | N43°03'01"W | 125.92 |
| C14 | 970.00 | 7°08'26" | 120.89 | N43°03'01"W | 120.81 |
| C15 | 951.00 | 7°08'27" | 118.52 | S43°03'01"E | 118.45 |
| C16 | 25.00 | 90°00'00" | 39.27 | N01°43'58"W | 35.36 |
| C17 | 25.00 | 90°00'00" | 39.27 | N88°16'02"E | 35.36 |

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N11°35'39"E | 11.18 |
| L2 | S48°37'35"E | 70.00 |
| L3 | S23°52'00"W | 13.64 |
| L4 | S23°50'40"W | 8.60 |
| L5 | N46°24'02"W | 70.00 |
| L6 | N23°50'40"E | 8.60 |
| L7 | N62°32'00"E | 13.64 |
| L8 | N43°16'02"E | 62.41 |
| L9 | N11°35'39"E | 118.39 |
| L10 | N46°56'33"W | 74.59 |
| L11 | N89°48'02"W | 58.77 |



YARRINGTON INDUSTRIAL SUBDIVISION



MATCHLINE SHEET 3
 MATCHLINE SHEET 4

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

YARRINGTON INDUSTRIAL SUBDIVISION

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

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

YARRINGTON INDUSTRIAL SUBDIVISION

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

WITNESS MY HAND THIS 9th DAY OF March, 2022

Chad Parrish
By: Chad Parrish
ITS: Member

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

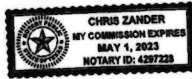
STATE OF TEXAS:
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Chad Parrish KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

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

Chris Zander
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
5-1-2023

MY COMMISSION EXPIRES ON:



PLAT NOTES:

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

METES AND BOUNDS DESCRIPTION:

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

BEGINNING at a 1/2" rebar found in the east right-of-way line of Interstate Highway 35 (public right-of-way width varies), being the westernmost southwest corner of the said 110.923 acre tract, being the northernmost corner of a 132.101 acre tract described in Volume 2702, Page 613 and Volume 2703, Page 866 of the Deed Records of Hays County, Texas;

THENCE North 11°35'39" East with the east right-of-way line of Interstate Highway 35, and the west line of the said 110.923 acre tract, a distance of 129.57 feet to a 1/2" rebar found for a corner of the said 110.923 acre tract, being the westernmost corner of a 19.50 acre tract described in Volume 3949, Page 613 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found in the east right-of-way line of Interstate Highway 35 and the west line of the said 19.50 acre tract, bears North 10°48'23" East, a distance of 31.31 feet;

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

1. South 46°37'14" East, a distance of 887.96 feet to a 1/2" rebar found for a corner of the 110.923 acre tract, being the southernmost corner of the said 19.50 acre tract;
2. North 43°18'17" East, a distance of 750.12 feet to a 1/2" rebar found for a corner of the 110.923 acre tract, being the easternmost corner of a 19.50 acre tract, being also the southernmost corner of Lot 5, Edwards Business Park, a subdivision of record in Volume 9, Page 197 of the Plat Records of Hays County, Texas;

THENCE North 43°18'17" East with a northwest line of the said 110.923 acre tract, being the southeast line of said Lot 5, a distance of 307.91 feet to a 1/2" rebar found for a corner of the said 110.923 acre tract, being the easternmost corner of said Lot 5;

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

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

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

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

THENCE South 46°37'35" East with the northeast line of the said 110.923 acre tract, being the southwest line of Lots 22-41 of said Quail Ridge Subdivision, passing a 1/2" rebar found for the southernmost corner of said Lot 27 and the westernmost corner of said Lot 28 at a distance of 565.19 feet and continuing for a total distance of 2007.19 feet to a 1/2" iron pipe found for the easternmost corner of the said 110.923 acre tract, being the southernmost corner of Lot 41 of said Quail Ridge Subdivision, being also in the northwest line of a 468.288 acre tract described in Volume 2702, Page 613 of the Deed Records of Hays County, Texas;

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

1. South 43°22'08" West, a distance of 881.92 feet to a 5/8" rebar found, being the easternmost corner of the said 132.101 acre tract;
2. South 43°18'02" West, a distance of 3133.05 feet to a 1/2" rebar with "SAM" cap found for an angle point in the northeast right-of-way line of Yarrington Road (public right-of-way width varies) as described in Volume 1649, Page 83, Volume 4881, Page 161 and Volume 5090, Page 263, all of the Deed Records of Hays County, Texas, being in the southeast line of the said 110.923 acre tract, being also in the northwest line of the said 468.288 acre tract;

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

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

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

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

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

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

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

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

STATE OF TEXAS:
COUNTY OF HAYS:

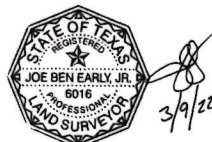
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE 15th DAY OF March, A.D. 2022 AT 8:00 O'CLOCK A.M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER 22012721

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

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



EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

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

PROJECT NO.:
1006-019
DRAWING NO.:
1006-019-PL1
PLOT DATE:
3/9/22
PLOT SCALE:
1" = 100'
DRAWN BY:
MAW & JBE
ITEM # 13
5 OF 5



CITY OF KYLE, TEXAS

Hoover Drive Elevated Storage Tank

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution of the City of Kyle authorizing the City's cost participation in the construction of over-sizing the Hoover Drive Elevated Storage Tank from 800,000 gallons to 1,000,000 gallons with concrete floors in the amount of \$1,055,000. ~ *Tim Samford, Division Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Memo
- Presentation
- Resolution
- Bid Comparison for Anthem Elevated Storage Tank Construction
- Bid Sketch - Floors
- FM150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Tim Samford, Division Manager

MEETING: Tuesday, January 02, 2024

SUBJECT:

Per FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT. A Resolution of the City of Kyle authorizing the City's cost participation in the construction of over-sizing the Hoover Drive Elevated Storage Tank from 800,000 gallons to 1,000,000 gallons with concrete floors in the amount of \$1,055,000.

SUMMARY:

The FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT requires a primary bid proposal for an 800,000-gallon elevated storage tank with an alternative bid proposal for a 1,000,000-gallon elevated storage tank. Should the City elect to oversize the Hoover Drive Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids. Construction of a 1,000,000-gallon elevated storage tank excluding the bid alternate item for concrete floors is a cost responsibility to the City of Kyle of \$495,000. Construction of a 1,000,000-gallon elevated storage tank including the bid alternate item for three (3) interior concrete floors is a cost responsibility to the City of Kyle of \$1,055,000.

OPTIONS:

1. Approve base bid construction of an 800,000-gallon elevated storage tank.
2. Approve construction of a 800,000-gallon elevated storage tank including the bid alternate item for three (3) interior concrete floors with a cost responsibility to the City of Kyle of \$410,000.
3. Approve construction of a 1,000,000-gallon elevated storage tank excluding the bid alternate item for concrete floors with a cost responsibility to the City of Kyle of \$495,000.
4. Approve construction of a 1,000,000-gallon elevated storage tank including the bid alternate item for three (3) interior concrete floors with a cost responsibility to the City of Kyle of \$1,055,000.

RECOMMENDATION:

Staff recommends Option #4, that the Council approve the construction of the 1,000,000-gallon elevated storage tank to include the bid alternate item for the installation of three (3) interior concrete floors within the elevated tank pedestal.

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

Existing agreement, *FM 150 WATER FACILITIES
SERVICE, FINANCING, AND CONSTRUCTION
AGREEMENT.*

Executed: July 2020

FISCAL IMPACT:

\$1,055,000

STAFF CONTACT:

Name: Tim Samford
Title: Division Manager of Wastewater Treatment
tsamford@cityofkyle.com
512-262-3024

www.cityofkyle.com | 512-262-1010 | 100 W. Center Street, Kyle, Texas 78640

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY'S COST PARTICIPATION IN THE CONSTRUCTION OF OVER-SIZING THE HOOVER DRIVE ELEVATED STORAGE TANK FROM 800,000 GALLONS TO 1,000,000 GALLONS WITH CONCRETE FLOORS IN THE AMOUNT OF \$1,055,000; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the City of Kyle, Texas (the "City") is a party to that certain FM 150 Water Facilities Service, Financing, and Construction Agreement dated July 2020 (the "Agreement") in which the parties agree to participate in the cost of design and construction of the Hoover Drive Elevated Storage Tank (the "EST") (referred to as the EST Project in the Agreement");

WHEREAS, the Agreement provides the City with the option of causing the EST to be oversized from 800,000 gallons to one million gallons and paying for the cost to construct an oversized tank by paying for the incremental difference between the cost of constructing an 800,000 gallon tank and a one million gallon tank;

WHEREAS, the EST was bid with alternative bid proposals for an 800,000 gallon tank and a one million gallon tank, with an additional bid alternative for three interior concrete floors;

WHEREAS, the City Council hereby finds and determines that it is reasonable and necessary for the public health safety and welfare, and to ensure adequate provision of water to its citizens and retail water utility customers at adequate pressures that comply with state regulations to cost participate in the oversizing of the EST from 800,000 to one million gallons and to include the additional bid alternative for three interior concrete floors;

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 City Council hereby authorizes and approves the City's cost participation in the construction of over-sizing the Anthem Elevated Storage Tank from 800,000 gallons to one million gallons, including construction of three interior concrete floors, in the amount of \$1,055,000. The City Manager is authorized to approve change orders that in the aggregate do not exceed \$50,000.

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 2nd day of January 2024.

ATTEST:

CITY OF KYLE, TEXAS:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

BID TABULATION

ANTHEM MUD

R1

**Project: HOOVER DRIVE STATION - ELEVATED STORAGE TANK
BASED BID - 800,000 GAL TANK**

Bid Date: 12/15/2023

| Hoover Drive Station EST - ESC IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|---------------------------------------------|----------------------------------|------|----------|-------------|------------------|--------------|------------------|--------------|-------------------|--------------|------------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| ESC-1 | Stabilized Construction Entrance | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 3,833.33 | \$ 3,833.33 |
| ESC-2 | Silt Fence | LF | 954 | \$ 5.00 | \$ 4,770.00 | \$ 4.00 | \$ 3,816.00 | \$ 10.00 | \$ 9,540.00 | \$ 6.33 | \$ 6,042.00 |
| ESC-3 | Mulch Sock | LF | 74 | \$ 15.00 | \$ 1,110.00 | \$ 15.00 | \$ 1,110.00 | \$ 10.00 | \$ 740.00 | \$ 13.33 | \$ 986.67 |
| ESC-4 | Temporary Staging Area | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 68,720.00 | \$ 68,720.00 | \$ 25,573.33 | \$ 25,573.33 |
| ESC-5 | Concrete Washout | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,333.33 | \$ 2,333.33 |
| ESC-6 | Revegetation - Hydromulch | SY | 4,556 | \$ 1.50 | \$ 6,834.00 | \$ 2.00 | \$ 9,112.00 | \$ 2.00 | \$ 9,112.00 | \$ 1.83 | \$ 8,352.67 |
| ESC-7 | Certified Erosion Control Plan | LS | 1 | \$ 1,500.00 | \$ 1,500.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 1,888.00 | \$ 1,888.00 | \$ 5,129.33 | \$ 5,129.33 |
| BASE BID TOTAL - ESC IMPROVEMENTS | | | | \$ | 23,714.00 | \$ | 33,038.00 | \$ | 100,000.00 | \$ | 52,250.67 |

| Hoover Drive Station - EST IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-------------------------------------------------|-------------------------------------------|------|----------|-----------------|---------------------|-----------------|---------------------|-----------------|---------------------|-----------------|---------------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| EST-1 | Project Mobilization/Bonding | LS | 1 | \$ 250,000.00 | \$ 250,000.00 | \$ 235,000.00 | \$ 235,000.00 | \$ 162,000.00 | \$ 162,000.00 | \$ 215,666.67 | \$ 215,666.67 |
| EST-2 | Project Demobilization/Warranty | LS | 1 | \$ 250,000.00 | \$ 250,000.00 | \$ 65,000.00 | \$ 65,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 106,666.67 | \$ 106,666.67 |
| EST-3 | 800,000 Gal Elevated Storage Tank | LS | 1 | \$ 3,512,386.00 | \$ 3,512,386.00 | \$ 3,065,232.00 | \$ 3,065,232.00 | \$ 2,875,000.00 | \$ 2,875,000.00 | \$ 3,150,872.67 | \$ 3,150,872.67 |
| EST-4 | Hydrodynamic Mixing System for 0.8 MG EST | LS | 1 | \$ 51,000.00 | \$ 51,000.00 | \$ 85,000.00 | \$ 85,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 65,333.33 | \$ 65,333.33 |
| EST-5 | Lightning Protection | LS | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ 22,500.00 | \$ 22,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 19,166.67 | \$ 19,166.67 |
| EST-6 | Tank Logos | EA | 2 | \$ 9,000.00 | \$ 18,000.00 | \$ 6,500.00 | \$ 13,000.00 | \$ 7,500.00 | \$ 15,000.00 | \$ 7,666.67 | \$ 15,333.33 |
| EST-7 | Trench Safety - Tank Foundation | LS | 1 | \$ 1,500.00 | \$ 1,500.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,666.67 | \$ 2,666.67 |
| EST-8 | Interior Coating, 2.04.A for 0.8 MG Tank | LS | 1 | \$ 153,100.00 | \$ 153,100.00 | \$ 112,000.00 | \$ 112,000.00 | \$ 190,000.00 | \$ 190,000.00 | \$ 151,700.00 | \$ 151,700.00 |
| EST-9 | Exterior Coating, 2.05.A for 0.8 MG Tank | LS | 1 | \$ 165,000.00 | \$ 165,000.00 | \$ 168,000.00 | \$ 168,000.00 | \$ 160,000.00 | \$ 160,000.00 | \$ 164,333.33 | \$ 164,333.33 |
| BASE BID TOTAL - 0.8 MG EST IMPROVEMENTS | | | | \$ | 4,430,986.00 | \$ | 3,769,232.00 | \$ | 3,475,000.00 | \$ | 3,891,739.33 |

| Hoover Drive Station - SITE IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-------------------------------------------|---------------------------------------|------|----------|--------------|------------------|--------------|-------------------|--------------|-------------------|--------------|-------------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| S-1 | Removal/Disposal of Existing Fence | LS | 1 | \$ 3,285.00 | \$ 3,285.00 | \$ 4,100.00 | \$ 4,100.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,461.67 | \$ 3,461.67 |
| S-2 | Installation/Removal Temporary Fence | LS | 1 | \$ 8,475.00 | \$ 8,475.00 | \$ 11,500.00 | \$ 11,500.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 10,658.33 | \$ 10,658.33 |
| S-3 | Installation Permanent Fence | LF | 480 | \$ 95.00 | \$ 45,600.00 | \$ 110.00 | \$ 52,800.00 | \$ 75.00 | \$ 36,000.00 | \$ 93.33 | \$ 44,800.00 |
| S-4 | City of Kyle No Trespassing Signs | EA | 7 | \$ 50.00 | \$ 350.00 | \$ 500.00 | \$ 3,500.00 | \$ 100.00 | \$ 700.00 | \$ 216.67 | \$ 1,516.67 |
| S-5 | Site Grading | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 31,666.67 | \$ 31,666.67 |
| S-6 | Removal of Existing Concrete Sidewalk | LF | 25 | \$ 25.00 | \$ 625.00 | \$ 220.00 | \$ 5,500.00 | \$ 150.00 | \$ 3,750.00 | \$ 131.67 | \$ 3,291.67 |
| S-7 | Removal of Existing Concrete Curb | LF | 25 | \$ 25.00 | \$ 625.00 | \$ 220.00 | \$ 5,500.00 | \$ 100.00 | \$ 2,500.00 | \$ 115.00 | \$ 2,875.00 |
| S-8 | Install Concrete Pavement (to EST) | LS | 1 | \$ 5,500.00 | \$ 5,500.00 | \$ 28,500.00 | \$ 28,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 14,666.67 | \$ 14,666.67 |
| S-9 | Concrete Apron | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 17,000.00 | \$ 17,000.00 | \$ 9,050.00 | \$ 9,050.00 | \$ 10,350.00 | \$ 10,350.00 |
| S-10 | Bollards | EA | 4 | \$ 300.00 | \$ 1,200.00 | \$ 2,200.00 | \$ 8,800.00 | \$ 750.00 | \$ 3,000.00 | \$ 1,083.33 | \$ 4,333.33 |
| BASE BID TOTAL - SITE IMPROVEMENTS | | | | \$ | 85,660.00 | \$ | 197,200.00 | \$ | 100,000.00 | \$ | 127,620.00 |

BID TABULATION

ANTHEM MUD

R1

**Project: HOOVER DRIVE STATION - ELEVATED STORAGE TANK
BASED BID - 800,000 GAL TANK**

Bid Date: 12/15/2023

| Hoover Drive Station - UTILITY IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|----------------------------------------------|----------------------------------|------|----------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| U-1 | 6 Inch Wastewater Service Line | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | \$ 38,000.00 | \$ 38,000.00 | \$ 34,210.00 | \$ 34,210.00 | \$ 40,736.67 | \$ 40,736.67 |
| U-2 | Storm Sewer Line & Grate Inlet | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 57,900.00 | \$ 57,900.00 | \$ 28,000.00 | \$ 28,000.00 | \$ 36,966.67 | \$ 36,966.67 |
| U-3 | Water Line Yard Piping | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | \$ 58,000.00 | \$ 58,000.00 | \$ 75,000.00 | \$ 75,000.00 | \$ 77,666.67 | \$ 77,666.67 |
| U-4 | Valve Vault | LS | 1 | \$ 125,000.00 | \$ 125,000.00 | \$ 183,000.00 | \$ 183,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 169,333.33 | \$ 169,333.33 |
| U-5 | Chlorine Analyzer Improvements | LS | 1 | \$ 5,500.00 | \$ 5,500.00 | \$ 22,000.00 | \$ 22,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 15,833.33 | \$ 15,833.33 |
| U-6 | Trench Safety - Wastewater Line | LF | 214 | \$ 10.00 | \$ 2,140.00 | \$ 45.00 | \$ 9,630.00 | \$ 5.00 | \$ 1,070.00 | \$ 20.00 | \$ 4,280.00 |
| U-7 | Trench Safety - Storm Sewer Line | LF | 60 | \$ 15.00 | \$ 900.00 | \$ 45.00 | \$ 2,700.00 | \$ 10.00 | \$ 600.00 | \$ 23.33 | \$ 1,400.00 |
| U-8 | Trench Safety - Water Lines | LF | 140 | \$ 15.00 | \$ 2,100.00 | \$ 45.00 | \$ 6,300.00 | \$ 8.00 | \$ 1,120.00 | \$ 22.67 | \$ 3,173.33 |
| BASE BID TOTAL - UTILITY IMPROVEMENTS | | | | \$ 310,640.00 | \$ 310,640.00 | \$ 377,530.00 | \$ 377,530.00 | \$ 360,000.00 | \$ 360,000.00 | \$ 349,390.00 | \$ 349,390.00 |

| Hoover Drive Station - ELECTRIC IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-----------------------------------------------|------------------------------|------|----------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| E-1 | Site Electrical Improvements | LS | 1 | \$ 137,800.00 | \$ 137,800.00 | \$ 343,000.00 | \$ 343,000.00 | \$ 150,000.00 | \$ 150,000.00 | \$ 210,266.67 | \$ 210,266.67 |
| E-2 | Site SCADA Improvements | LS | 1 | \$ 60,200.00 | \$ 60,200.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 51,733.33 | \$ 51,733.33 |
| BASE BID TOTAL - ELECTRIC IMPROVEMENTS | | | | \$ 198,000.00 | \$ 198,000.00 | \$ 388,000.00 | \$ 388,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 262,000.00 | \$ 262,000.00 |

| BASE BID FOR HOOVER DRIVE STATION - EST | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-----------------------------------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| ESC IMPROVEMENTS | | \$ 23,714.00 | \$ 23,714.00 | \$ 33,038.00 | \$ 33,038.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 52,250.67 | \$ 52,250.67 |
| EST IMPROVEMENTS | | \$ 4,430,986.00 | \$ 4,430,986.00 | \$ 3,769,232.00 | \$ 3,769,232.00 | \$ 3,475,000.00 | \$ 3,475,000.00 | \$ 3,891,739.33 | \$ 3,891,739.33 |
| SITE IMPROVEMENTS | | \$ 85,660.00 | \$ 85,660.00 | \$ 197,200.00 | \$ 197,200.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 127,620.00 | \$ 127,620.00 |
| UTILITY IMPROVEMENTS | | \$ 310,640.00 | \$ 310,640.00 | \$ 377,530.00 | \$ 377,530.00 | \$ 360,000.00 | \$ 360,000.00 | \$ 349,390.00 | \$ 349,390.00 |
| ELECTRIC IMPROVEMENTS | | \$ 198,000.00 | \$ 198,000.00 | \$ 388,000.00 | \$ 388,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 262,000.00 | \$ 262,000.00 |

| | | | | |
|---------------------------------------------------------|------------------------|------------------------|------------------------|------------------------|
| BASE BID - TOTAL - 0.8 MG TANK = | \$ 5,049,000.00 | \$ 4,765,000.00 | \$ 4,235,000.00 | \$ 4,683,000.00 |
| CONCRETE FLOORS FOR 0.8 MG EST (ALT-3) = | \$ 349,000.00 | \$ 400,000.00 | \$ 410,000.00 | \$ 386,333.33 |
| TOTAL FOR 0.8 MG TANK WITH CONCRETE FLOORS (3) = | \$ 5,398,000.00 | \$ 5,165,000.00 | \$ 4,645,000.00 | \$ 5,069,333.33 |

| Hoover Drive Station EST - ALTERNATE BID ITEMS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|------------------------------------------------|-------------------------------------------|------|----------|---------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| ALT-1 | 1,000,000 Gal Elevated Storage Tank | LS | 1 | \$ 400,000.00 | \$ 400,000.00 | \$ 3,694,232.00 | \$ 3,694,232.00 | \$ 3,330,000.00 | \$ 3,330,000.00 | \$ 2,474,744.00 | \$ 2,474,744.00 |
| ALT-2 | Hydrodynamic Mixing System for 1.0 MG EST | LS | 1 | \$ 51,000.00 | \$ 51,000.00 | \$ 85,000.00 | \$ 85,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 65,333.33 | \$ 65,333.33 |
| ALT-3 | Concrete Floors for 800,000 gal EST | LS | 1 | \$ 349,000.00 | \$ 349,000.00 | \$ 400,000.00 | \$ 400,000.00 | \$ 410,000.00 | \$ 410,000.00 | \$ 386,333.33 | \$ 386,333.33 |
| ALT-4 | Concrete Floors for 1,000,000 gal EST | LS | 1 | \$ 361,500.00 | \$ 361,500.00 | \$ 430,000.00 | \$ 430,000.00 | \$ 560,000.00 | \$ 560,000.00 | \$ 450,500.00 | \$ 450,500.00 |
| ALT-5 | Interior Coating, 2.04.B for 0.8 MG Tank | LS | 1 | \$ 11,600.00 | \$ 11,600.00 | \$ 147,000.00 | \$ 147,000.00 | \$ 220,000.00 | \$ 220,000.00 | \$ 126,200.00 | \$ 126,200.00 |
| ALT-7 | Interior Coating, 2.04.A for 1.0 MG Tank | LS | 1 | \$ 14,300.00 | \$ 14,300.00 | \$ 165,000.00 | \$ 165,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ 187,500.00 | \$ 187,500.00 |
| ALT-8 | Exterior Coating, 2.05.A for 1.0 MG Tank | LS | 1 | \$ - | \$ - | \$ 165,000.00 | \$ 165,000.00 | \$ 180,000.00 | \$ 180,000.00 | \$ 172,500.00 | \$ 172,500.00 |
| ALT-9 | Interior Coating, 2.04.B for 1.0 MG Tank | LS | 1 | \$ - | \$ - | \$ 210,000.00 | \$ 210,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 225,000.00 | \$ 225,000.00 |

BID TABULATION

ANTHEM MUD

R1

**Project: HOOVER DRIVE STATION - ELEVATED STORAGE TANK
ALTERNATE BID - 1,000,000 GAL TANK**

Bid Date: 12/15/2023

| Hoover Drive Station EST - ESC IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|---------------------------------------------|----------------------------------|------|----------|-----------|----------|--------------|--------------|---------------|---------------|--------------|--------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| ESC-1 | Stabilized Construction Entrance | EA | 1 | \$ - | \$ - | \$ 2,000.00 | \$ 2,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 4,750.00 | \$ 4,750.00 |
| ESC-2 | Silt Fence | LF | 954 | \$ - | \$ - | \$ 4.00 | \$ 3,816.00 | \$ 10.00 | \$ 9,540.00 | \$ 7.00 | \$ 6,678.00 |
| ESC-3 | Mulch Sock | LF | 74 | \$ - | \$ - | \$ 15.00 | \$ 1,110.00 | \$ 10.00 | \$ 740.00 | \$ 12.50 | \$ 925.00 |
| ESC-4 | Temporary Staging Area | LS | 1 | \$ - | \$ - | \$ 3,000.00 | \$ 3,000.00 | \$ 68,720.00 | \$ 68,720.00 | \$ 35,860.00 | \$ 35,860.00 |
| ESC-5 | Concrete Washout | EA | 1 | \$ - | \$ - | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,250.00 | \$ 2,250.00 |
| ESC-6 | Revegetation - Hydromulch | SY | 4,556 | \$ - | \$ - | \$ 2.00 | \$ 9,112.00 | \$ 2.00 | \$ 9,112.00 | \$ 2.00 | \$ 9,112.00 |
| ESC-7 | Certified Erosion Control Plan | LS | 1 | \$ - | \$ - | \$ 12,000.00 | \$ 12,000.00 | \$ 1,888.00 | \$ 1,888.00 | \$ 6,944.00 | \$ 6,944.00 |
| BASE BID TOTAL - ESC IMPROVEMENTS | | | | \$ - | \$ - | \$ 33,038.00 | \$ 33,038.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 66,519.00 | \$ 66,519.00 |

| Hoover Drive Station - EST IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-------------------------------------------------|-------------------------------------------|------|----------|-----------|----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| EST-1 | Project Mobilization/Bonding | LS | 1 | \$ - | \$ - | \$ 235,000.00 | \$ 235,000.00 | \$ 162,000.00 | \$ 162,000.00 | \$ 198,500.00 | \$ 198,500.00 |
| EST-2 | Project Demobilization/Warranty | LS | 1 | \$ - | \$ - | \$ 65,000.00 | \$ 65,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 35,000.00 | \$ 35,000.00 |
| ALT-1 | 1,000,000 Gal Elevated Storage Tank | LS | 1 | \$ - | \$ - | \$ 3,694,232.00 | \$ 3,694,232.00 | \$ 3,330,000.00 | \$ 3,330,000.00 | \$ 3,512,116.00 | \$ 3,512,116.00 |
| ALT-2 | Hydrodynamic Mixing System for 1.0 MG EST | LS | 1 | \$ - | \$ - | \$ 85,000.00 | \$ 85,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 72,500.00 | \$ 72,500.00 |
| EST-5 | Lightning Protection | LS | 1 | \$ - | \$ - | \$ 22,500.00 | \$ 22,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 13,750.00 | \$ 13,750.00 |
| EST-6 | Tank Logos | EA | 2 | \$ - | \$ - | \$ 6,500.00 | \$ 13,000.00 | \$ 7,500.00 | \$ 15,000.00 | \$ 7,000.00 | \$ 14,000.00 |
| EST-7 | Trench Safety - Tank Foundation | LS | 1 | \$ - | \$ - | \$ 3,500.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,250.00 | \$ 3,250.00 |
| ALT-7 | Interior Coating, 2.04.A for 1.0 MG Tank | LS | 1 | \$ - | \$ - | \$ 165,000.00 | \$ 165,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ 187,500.00 | \$ 187,500.00 |
| ALT-8 | Exterior Coating, 2.05.A for 1.0 MG Tank | LS | 1 | \$ - | \$ - | \$ 165,000.00 | \$ 165,000.00 | \$ 180,000.00 | \$ 180,000.00 | \$ 172,500.00 | \$ 172,500.00 |
| BASE BID TOTAL - 1.0 MG EST IMPROVEMENTS | | | | \$ - | \$ - | \$ 4,448,232.00 | \$ 4,448,232.00 | \$ 3,970,000.00 | \$ 3,970,000.00 | \$ 4,209,116.00 | \$ 4,209,116.00 |

| Hoover Drive Station - SITE IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-------------------------------------------|---------------------------------------|------|----------|-----------|----------|---------------|---------------|---------------|---------------|---------------|---------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| S-1 | Removal/Disposal of Existing Fence | LS | 1 | \$ - | \$ - | \$ 4,100.00 | \$ 4,100.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,550.00 | \$ 3,550.00 |
| S-2 | Installation/Removal Temporary Fence | LS | 1 | \$ - | \$ - | \$ 11,500.00 | \$ 11,500.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 11,750.00 | \$ 11,750.00 |
| S-3 | Installation Permanent Fence | LF | 480 | \$ - | \$ - | \$ 110.00 | \$ 52,800.00 | \$ 75.00 | \$ 36,000.00 | \$ 92.50 | \$ 44,400.00 |
| S-4 | City of Kyle No Trespassing Signs | EA | 7 | \$ - | \$ - | \$ 500.00 | \$ 3,500.00 | \$ 100.00 | \$ 700.00 | \$ 300.00 | \$ 2,100.00 |
| S-5 | Site Grading | LS | 1 | \$ - | \$ - | \$ 60,000.00 | \$ 60,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 40,000.00 | \$ 40,000.00 |
| S-6 | Removal of Existing Concrete Sidewalk | LF | 25 | \$ - | \$ - | \$ 220.00 | \$ 5,500.00 | \$ 150.00 | \$ 3,750.00 | \$ 185.00 | \$ 4,625.00 |
| S-7 | Removal of Existing Concrete Curb | LF | 25 | \$ - | \$ - | \$ 220.00 | \$ 5,500.00 | \$ 100.00 | \$ 2,500.00 | \$ 160.00 | \$ 4,000.00 |
| S-8 | Install Concrete Pavement (to EST) | LS | 1 | \$ - | \$ - | \$ 28,500.00 | \$ 28,500.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 19,250.00 | \$ 19,250.00 |
| S-9 | Concrete Apron | LS | 1 | \$ - | \$ - | \$ 17,000.00 | \$ 17,000.00 | \$ 9,050.00 | \$ 9,050.00 | \$ 13,025.00 | \$ 13,025.00 |
| S-10 | Bollards | EA | 4 | \$ - | \$ - | \$ 2,200.00 | \$ 8,800.00 | \$ 750.00 | \$ 3,000.00 | \$ 1,475.00 | \$ 5,900.00 |
| BASE BID TOTAL - SITE IMPROVEMENTS | | | | \$ - | \$ - | \$ 197,200.00 | \$ 197,200.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 148,600.00 | \$ 148,600.00 |

BID TABULATION

ANTHEM MUD

R1

**Project: HOOVER DRIVE STATION - ELEVATED STORAGE TANK
ALTERNATE BID - 1,000,000 GAL TANK**

Bid Date: 12/15/2023

| Hoover Drive Station - UTILITY IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|----------------------------------------------|----------------------------------|------|----------|-----------|----------|---------------|---------------|---------------|---------------|---------------|---------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| U-1 | 6 Inch Wastewater Service Line | LS | 1 | \$ - | \$ - | \$ 38,000.00 | \$ 38,000.00 | \$ 34,210.00 | \$ 34,210.00 | \$ 36,105.00 | \$ 36,105.00 |
| U-2 | Storm Sewer Line & Grate Inlet | LS | 1 | \$ - | \$ - | \$ 57,900.00 | \$ 57,900.00 | \$ 28,000.00 | \$ 28,000.00 | \$ 42,950.00 | \$ 42,950.00 |
| U-3 | Water Line Yard Piping | LS | 1 | \$ - | \$ - | \$ 58,000.00 | \$ 58,000.00 | \$ 75,000.00 | \$ 75,000.00 | \$ 66,500.00 | \$ 66,500.00 |
| U-4 | Valve Vault | LS | 1 | \$ - | \$ - | \$ 183,000.00 | \$ 183,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 191,500.00 | \$ 191,500.00 |
| U-5 | Chlorine Analyzer Improvements | LS | 1 | \$ - | \$ - | \$ 22,000.00 | \$ 22,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 21,000.00 | \$ 21,000.00 |
| U-6 | Trench Safety - Wastewater Line | LF | 214 | \$ - | \$ - | \$ 45.00 | \$ 9,630.00 | \$ 5.00 | \$ 1,070.00 | \$ 25.00 | \$ 5,350.00 |
| U-7 | Trench Safety - Storm Sewer Line | LF | 60 | \$ - | \$ - | \$ 45.00 | \$ 2,700.00 | \$ 10.00 | \$ 600.00 | \$ 27.50 | \$ 1,650.00 |
| U-8 | Trench Safety - Water Lines | LF | 140 | \$ - | \$ - | \$ 45.00 | \$ 6,300.00 | \$ 8.00 | \$ 1,120.00 | \$ 26.50 | \$ 3,710.00 |
| BASE BID TOTAL - UTILITY IMPROVEMENTS | | | | \$ - | \$ - | \$ 377,530.00 | \$ 377,530.00 | \$ 360,000.00 | \$ 360,000.00 | \$ 368,765.00 | \$ 368,765.00 |

| Hoover Drive Station - ELECTRIC IMPROVEMENTS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|-----------------------------------------------|------------------------------|------|----------|-----------|----------|---------------|---------------|---------------|---------------|---------------|---------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| E-1 | Site Electrical Improvements | LS | 1 | \$ - | \$ - | \$ 343,000.00 | \$ 343,000.00 | \$ 150,000.00 | \$ 150,000.00 | \$ 246,500.00 | \$ 246,500.00 |
| E-2 | Site SCADA Improvements | LS | 1 | \$ - | \$ - | \$ 45,000.00 | \$ 45,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 47,500.00 | \$ 47,500.00 |
| BASE BID TOTAL - ELECTRIC IMPROVEMENTS | | | | \$ - | \$ - | \$ 388,000.00 | \$ 388,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 294,000.00 | \$ 294,000.00 |

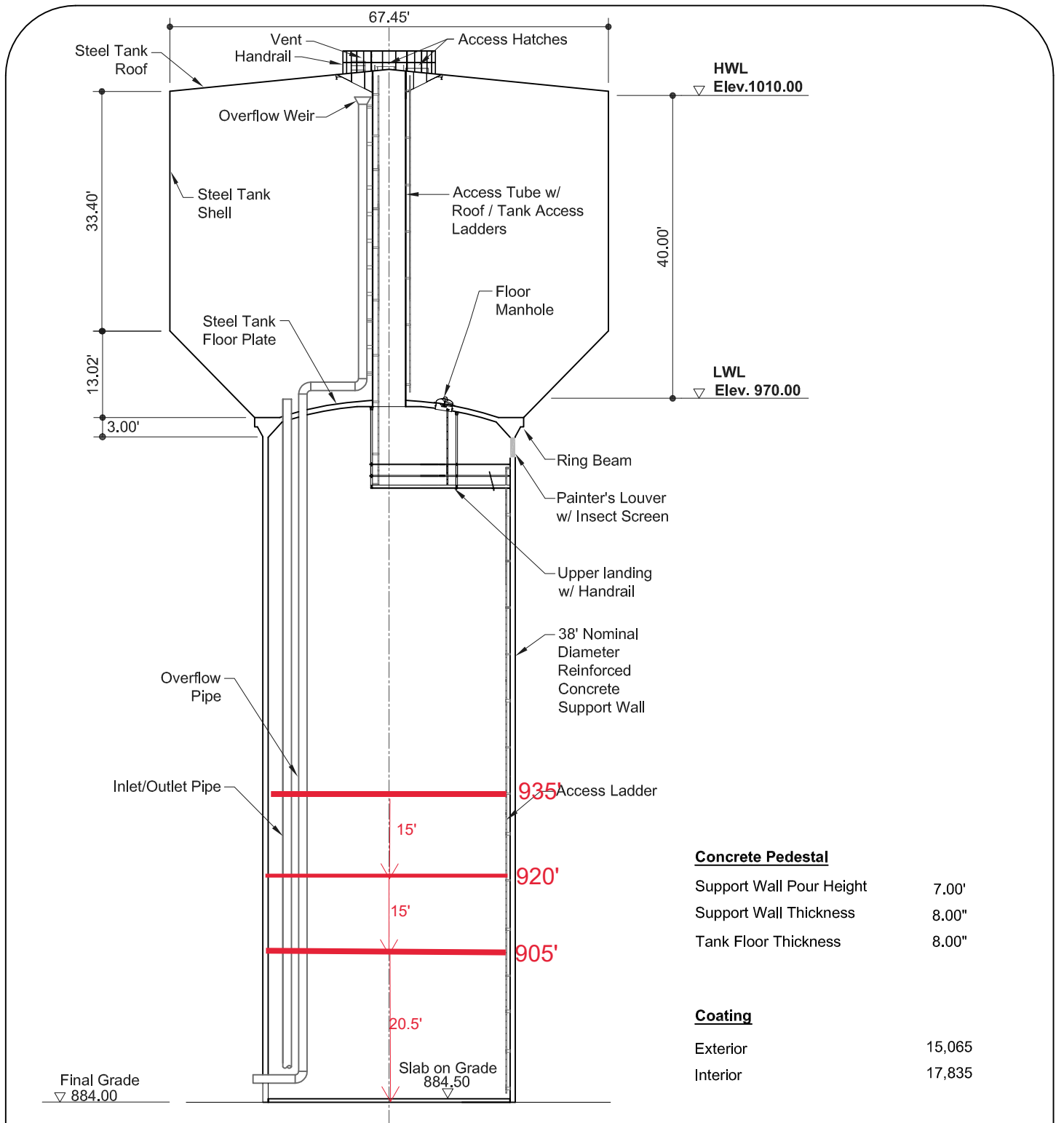
| BASE BID FOR HOOVER DRIVE STATION - EST | CALDWELL | PHOENIX | LANDMARK | Average |
|-----------------------------------------|----------|-----------------|-----------------|-----------------|
| ESC IMPROVEMENTS | \$ - | \$ 33,038.00 | \$ 100,000.00 | \$ 66,519.00 |
| EST IMPROVEMENTS | \$ - | \$ 4,448,232.00 | \$ 3,970,000.00 | \$ 4,209,116.00 |
| SITE IMPROVEMENTS | \$ - | \$ 197,200.00 | \$ 100,000.00 | \$ 148,600.00 |
| UTILITY IMPROVEMENTS | \$ - | \$ 377,530.00 | \$ 360,000.00 | \$ 368,765.00 |
| ELECTRIC IMPROVEMENTS | \$ - | \$ 388,000.00 | \$ 200,000.00 | \$ 294,000.00 |

| | | | | |
|---------------------------------------------------------|----------------------|------------------------|------------------------|------------------------|
| ALTERNATE BID - TOTAL - 1.0 MG TANK = | \$ - | \$ 5,444,000.00 | \$ 4,730,000.00 | \$ 5,087,000.00 |
| CONCRETE FLOORS FOR 1.0 MG EST (ALT-4) = | \$ 361,500.00 | \$ 430,000.00 | \$ 560,000.00 | \$ 450,500.00 |
| TOTAL FOR 1.0 MG TANK WITH CONCRETE FLOORS (3) = | \$ 361,500.00 | \$ 5,874,000.00 | \$ 5,290,000.00 | \$ 5,582,000.00 |

| Hoover Drive Station EST - ALTERNATE BID ITEMS | | | | CALDWELL | | PHOENIX | | LANDMARK | | Average | |
|------------------------------------------------|-------------------------------------------|------|----------|---------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| ALT-1 | 1,000,000 Gal Elevated Storage Tank | LS | 1 | \$ 400,000.00 | \$ 400,000.00 | \$ 3,694,232.00 | \$ 3,694,232.00 | \$ 3,330,000.00 | \$ 3,330,000.00 | \$ 2,474,744.00 | \$ 2,474,744.00 |
| ALT-2 | Hydrodynamic Mixing System for 1.0 MG EST | LS | 1 | \$ 51,000.00 | \$ 51,000.00 | \$ 85,000.00 | \$ 85,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 65,333.33 | \$ 65,333.33 |
| ALT-3 | Concrete Floors for 800,000 gal EST | LS | 1 | \$ 349,000.00 | \$ 349,000.00 | \$ 400,000.00 | \$ 400,000.00 | \$ 410,000.00 | \$ 410,000.00 | \$ 386,333.33 | \$ 386,333.33 |
| ALT-4 | Concrete Floors for 1,000,000 gal EST | LS | 1 | \$ 361,500.00 | \$ 361,500.00 | \$ 430,000.00 | \$ 430,000.00 | \$ 560,000.00 | \$ 560,000.00 | \$ 450,500.00 | \$ 450,500.00 |
| ALT-5 | Interior Coating, 2.04.B for 0.8 MG Tank | LS | 1 | \$ 11,600.00 | \$ 11,600.00 | \$ 147,000.00 | \$ 147,000.00 | \$ 220,000.00 | \$ 220,000.00 | \$ 126,200.00 | \$ 126,200.00 |
| ALT-7 | Interior Coating, 2.04.A for 1.0 MG Tank | LS | 1 | \$ 14,300.00 | \$ 14,300.00 | \$ 165,000.00 | \$ 165,000.00 | \$ 210,000.00 | \$ 210,000.00 | \$ 187,500.00 | \$ 187,500.00 |
| ALT-8 | Exterior Coating, 2.05.A for 1.0 MG Tank | LS | 1 | \$ - | \$ - | \$ 165,000.00 | \$ 165,000.00 | \$ 180,000.00 | \$ 180,000.00 | \$ 172,500.00 | \$ 172,500.00 |
| ALT-9 | Interior Coating, 2.04.B for 1.0 MG Tank | LS | 1 | \$ - | \$ - | \$ 210,000.00 | \$ 210,000.00 | \$ 240,000.00 | \$ 240,000.00 | \$ 225,000.00 | \$ 225,000.00 |

NOTES:
1. CALDWELL BID FORMS WERE FROM ADDENDUM 3 (UPDATED BID FORMS ISSUED WITH ADDENDUM 4) - THAT IS WHY BID ITEMS ALT-8 AND ALT-9 ARE BLANK.

NOTES:
2. CALDWELL'S COSTS FOR THE 1.0 MG TANK WAS ENTERED AS \$400,000.00. IT IS ASSUMED THIS WAS IN ERROR OR A MISUNDERSTANDING AS TO WHAT WAS BEING REQUESTED. THE 1.0 MG BID WAS CONSIDERED NON-RESPONSIVE.



| | |
|--------------------------|--------|
| Concrete Pedestal | |
| Support Wall Pour Height | 7.00' |
| Support Wall Thickness | 8.00" |
| Tank Floor Thickness | 8.00" |
| Coating | |
| Exterior | 15,065 |
| Interior | 17,835 |

PRELIMINARY

| | | | | |
|--------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------|
| Project: | Hoover Drive Station Kyle, TX | SECTIONAL ELEVATION VIEW | Dwn: | TS |
| | | | Scale: | N.T.S |
| Description: | 1.0 MILLION GALLON ELEVATED WATER STORAGE TANK | Contractor: LANDMARK Landmark Structures I, LP 1665 Harmon Road Fort Worth, Texas, 76177 Tel: (817) 439-8888 Fax: (817) 439-9001 | Released Date: | 2023.12.15 |
| | | | Dwg. Number: | SK -1 Item # 14 |

Thursday, December 14, 2023 3:10:51 PM

FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT

This Agreement is between Anthem Municipal Utility District (“*Anthem MUD*”); Kyle 150, LP (“*Kyle 150*”), a Texas Limited Partnership; HMBRR Development, Inc., a Texas Corporation (“*HMBRR*”), the City of Kyle, a Texas home rule municipality (the “*City*”), Kyle Mortgage Investors, LLC, a limited liability company (“*Kyle 57*”), David Beseda (“*Beseda*”), and Covey Fund I, LP, a Texas limited partnership (“*the Covey Fund*”) (HMBRR, Kyle 57, Beseda, and the Covey Fund are sometimes referred to in this Agreement as “*Water Return Line Users*”). The City, Anthem MUD, Kyle 150, and the Water Return Line Users are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

RECITALS

A. Kyle 150 is the owner of that certain approximately 422 acre parcel of real property located in the extra-territorial jurisdiction of the City of Mountain City and within the Anthem MUD boundaries which it proposes to develop as a master-planned, single-family residential subdivision consisting of approximately 1650 single-family homes and related improvements (the “*Anthem Tract*”). The Anthem Tract is depicted on the map of the affected properties attached hereto and incorporated herein as **Exhibit “A”** (the “*Property Map*”) and more particularly described on **Exhibit “A-1”**.

B. Anthem MUD is a municipal utility district duly formed and validly existing under the laws of the State of Texas to provide retail water and wastewater service to the Anthem Tract. Anthem MUD has agreed to reimburse Kyle 150 for a portion of the costs to construct water and wastewater facilities necessary to serve the Anthem Tract, including without limitation the water facilities contemplated in this Agreement.

C. HMBRR is the owner of that certain approximately 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which it proposes to develop as a master-planned, residential development consisting of approximately 2100 residential units and related amenities and improvements (the “*6 Creeks Tract*”). The 6 Creeks Tract is depicted on the Property Map and more particularly described on **Exhibit “A-2”**.

D. The Covey Fund is the owner of that certain approximately 10 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*the Covey Fund Tract*”). The Covey Fund Tract is depicted on the Property Map and more particularly described on **Exhibit “A-3”**.

E. Beseda is the owner of that certain approximately 4.84 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*Beseda Tract*”). The Beseda Tract is depicted on the Property Map and more particularly described on **Exhibit “A-4”**.

F. Kyle 57 is the owner of that certain approximately 57 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future residential uses (the “*Kyle 57 Tract*”). The Kyle 57 Tract is depicted on the Property Map and more particularly described on **Exhibit “A-5”**.

G. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Blanco River Ranch Properties, L.P., the owner of

1307 acre parcel of real property located in the City, and/or its Extra-Territorial Jurisdiction, which such owner proposes to develop as master-planned, residential and commercial development consisting of approximately 1400 residential units and related amenities and improvements (the "*Blanco River Ranch Tract*"). The Blanco River Ranch Tract is depicted on the Property Map and more particularly described on **Exhibit "A-6"**.

H. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Lennar, the owner of 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which such owner proposes to develop as master-planned, residential development consisting of residential units and related amenities and improvements (the "*Plum Creek North Tract*"). The Plum Creek North Tract is depicted on the Property Map and more particularly described on Exhibit "**A-7**".

I. The City entered into a Retail Water and Wastewater Services Agreement (the "*Anthem Contract*") dated September 20, 2016 with Mountain City 150, LP ("MC 150") pursuant to which MC 150 agreed to pay its pro rata share in constructing an elevated water storage tank with a combined capacity of 2.039 million gallons (the "*Anthem Storage Tank*"). The Anthem Contract provides that, in connection with the construction of the Anthem Storage Tank, MC 150 agreed to construct: (i) a water force main and related appurtenances from the site of the Anthem Storage Tank to the main entryway into the residential development to be located on the Anthem Tract (the "*Anthem Water Main*"); (ii) a water force main and related pump stations and appurtenances from the Anthem Tract's proposed main entryway along FM 150 to a point of connection with the City's water system (the "*FM 150 Water Main*"), noted as the Point of Entry on the water facilities plan attached hereto as **Exhibit "B"** (the "*Water Facilities Plan*"); and, (iii) a one hundred thousand (100,000) gallon Ground Storage Tank, purely at the cost and benefit of Anthem.

J. MC 150 assigned the Anthem Contract to Anthem MUD in November 2016 and Anthem MUD has assumed all obligations of MC 150 in the Anthem Contract. MC 150 was subsequently dissolved, and Kyle 150 is the successor development entity for the Anthem Project.

K. The City entered into a De-annexation and Development Agreement (the "*6 Creeks Agreement*") dated May 16, 2017 with Blanco River Ranch Properties, LP, or its successors and assigns. On September 20, 2017, Blanco River Ranch Properties properly assigned its rights under the 6 Creeks Agreement to HMBRR. The 6 Creeks Agreement provides, among other things, that HMBRR shall (i) advance and pay a pro-rata share of the costs to construct the Anthem Storage Tank, (ii) construct a return line ("*Water Return Line*") from the Anthem Storage Tank to a delivery point noted on the Water Facilities Plan, and (iii) negotiate in good faith with the City if the City requests the oversizing of any utility facilities to be constructed pursuant to the 6 Creeks Agreement.

L. The original plan set forth in the Anthem Contract for the Anthem Storage Tank called for the construction of a combined 2.039 million gallon elevated storage tank

and a 100,000 gallon ground storage tank. The City has determined that the original plan in the Anthem Contract should be modified, based on modeling to accommodate functional need, so that a 800,000 gallon elevated storage tank ("*Anthem Elevated Storage Tank*" or the "*EST*") and a 500,000 gallon ground storage tank ("*Anthem Ground Storage Tank*") to be constructed on the site designated on the Water Facilities Plan. On the site of the Anthem Ground Storage Tank, additional property may be conveyed to the City for the site of an optional future 500,000 gallon ground storage tank expansion ("*Additional Ground Storage Tank*").

M. Subsequent to the execution of the Anthem Contract and the 6 Creeks Agreement, the City determined that the properties owned by Kyle 57, Beseda, and the Covey Fund would benefit from an oversized Water Return Line and capacity in the Anthem Ground Storage Tank and Anthem Elevated Storage Tank. Kyle 57, Beseda, and the Covey Fund are each agreeable to paying their pro-rata share of the Water Return Line the Anthem Ground Storage Tank and the Anthem Elevated Storage Tank, subject to the terms and conditions of this Agreement.

N. The Parties recognize that the FM 150 Water Main and the majority of the Water Return Line can be constructed in the same utility easement running alongside of FM 150, as depicted in the Water Facilities Plan, and that economies of scale exist to provide for costs savings for all Parties if the FM 150 Water Main and the Water Return Line are constructed concurrently.

O. Pursuant to the Anthem Contract, Anthem MUD or Kyle 150 on behalf of Anthem MUD is required to construct a 100,000 gallon ground storage tank within the timeframe required set forth in the Anthem Contract.

P. Anthem MUD has designed the FM 150 Water Main, the Anthem Ground Storage Tank, the Water Return Line and all other necessary, appropriate and related facilities. Henceforth the FM 150 Water Main, the Anthem Ground Storage Tank and the Water Return Line are known as the "*FM 150 Water Facilities*" or the "*Project*". Anthem MUD bid the Project, and the Project is in the process of being constructed in accordance with all applicable rules and regulations. The City has approved the plans specifications for the construction of the Project (the "*Approved Plans*").

Q. Construction of the Additional Ground Storage Tank will require there to be additional capacity in the Anthem Elevated Storage Tank to comply with all regulatory rules.

R. The City desires to cause the Anthem Elevated Storage Tank to be designed with an alternative design of 1 million gallons and to provide for cost participation in the oversized design and construction of the expanded facility. The 800,000 gallon tank will serve the parties to this Agreement. The alternative design will provide the City the option to participate in the cost of oversizing the Anthem Elevated Storage Tank from 800,000 gallons to 1 million gallons, and use the added capacity in the Anthem Elevated Storage Tank to accommodate the future construction of the Additional Ground Storage Tank.

S. The City has contracted with the owner of the Plum Creek North Tract to pay for its respective pro-rata share of the Anthem Elevated Storage Tank, and the City will make payment on behalf of such owner for such pro-rata share.

T. The City has anticipated the need of the Blanco River Ranch Tract, and while there is not a finalized development agreement for said property, there is an interim development agreement between the City and the owner of the Blanco River Ranch Tract, in place serving as a reasonable planning tool. The City has agreed to pay for such owner's pro-rata share of the Anthem Elevated Storage Tank. The City intends to recover such costs paid on behalf of such owner along with any other reasonable charges during their first phase of development of the Blanco River Ranch Tract.

U. This Agreement sets forth the Parties agreements regarding the financing and construction of the FM 150 Water Facilities, payment for the design, permitting, and construction of the FM 150 Water Facilities, and the Parties respective rights and obligations relating to the FM 150 Water Facilities. This Agreement further sets forth the agreements regarding the design, financing, and construction of the EST.

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

Article I. FM 150 Water Facilities

1.01. Project Schedule, Budget, and Participation Percentages.

(a) The Parties agree to cooperate with Anthem MUD's efforts to complete the construction of the FM 150 Water Facilities in accordance with the schedule attached as **Exhibit "C"** (the "*Project Schedule*"). The Project is underway and Anthem MUD will ensure construction of the Project is completed in accordance with this Agreement and the Project Schedule.

(b) The initial budget for the Project (the "*Project Budget*") is attached as **Exhibit "D"**. The Project Budget will be updated as provided in this Agreement.

(c) The allocated shares of the costs of each component of the Project for Kyle 150 on behalf of Anthem MUD, the City (on behalf of the owners of the Blanco River Ranch Tract and Plum Creek North Tract), and each of the Water Return Line Users are set forth on the attached **Exhibit "E"** (the "*Participation Percentages*").

1.02. Project Management and Project Engineer. Kyle 150 on behalf of Anthem MUD will serve as project manager for the Project. Atwell, LLC will serve as the project engineer for the Project (the "*Project Engineer*").

1.03. Easements. All necessary utility easements to construct the FM 150 Water Main and the Water Return Line have been or will be made available to Kyle 150 prior to construction on the Project.

1.04. **Plan Preparation and Approval.** Kyle 150, on behalf of Anthem MUD, has caused the Approved Plans for the Project to be prepared by the Project Engineer sufficient to provide water service to the Water Return Line Users as required in this Agreement and in accordance with (i) the Anthem Contract; (ii) this Agreement; (iii) the Project Schedule; (iv) all applicable federal, State, and City laws, rules and regulations, including environmental regulations, that are applicable to the Project; and (v) good engineering and design practices. The Parties agree that the FM 150 Water Main and the Water Return Line are to be constructed concurrently. The Project Engineer has submitted the Approved Plans for the Project to the City and the Water Return Line Users and the City and the Water Return Line Users have approved such plans and specifications. The City warrants and represents that the Project and the Approved Plans meet all of its applicable legal requirements, and that the FM 150 Water Facilities once constructed in accordance with the Approved Plans are sufficient to provide water service to the Water Return Line Users as required by this Agreement without any further off-site improvements being required.

1.05. **Bidding and Contract Requirements.**

(a) The Project Engineer has advertised the Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts, including Chapters 49 and 54, Texas Water Code, based on the design, plans and specifications approved by the Parties. At the time of the Effective Date of this Agreement, construction on the Project has commenced.

(b) The Project Engineer, at the request of any Party, will provide a copy of the bids and bid tabulation to such Party, as well as the award of the contract.

(c) The construction contract(s) for the Project includes the following provisions:

(1) That the contractor(s) will comply with the requirements of Section 5(e) related to insurance;

(2) That a minimum of Ten percent (10%) retainage shall be withheld from each payment made to the contractor(s);

(3) That the contractor(s) will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the Project sites;

(4) That the contractor will indemnify the Parties from any liability arising out of claims arising due to contractor's activities within the Project work sites; and

(5) Any other provisions required to be included in the contract(s) under this Agreement.

(d) The contractor(s) for the Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a “per-occurrence” basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and both Kyle 150 and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor is cancelled, the contractor(s) will be required to promptly notify Kyle 150 and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work.

(e) Kyle 150, on behalf of Anthem MUD, has executed the construction contract(s) for the Project and, upon request, will deliver a copy of the contract to the Parties. Kyle 150 agrees to comply with all of the terms, conditions and covenants of the construction contract(s).

1.06. Construction; Inspection and Financing.

(a) Kyle 150, on behalf of Anthem MUD will cause the contractor(s) for the Project to continue with construction and to complete construction in accordance with the Project Schedule, the Anthem Contract, this Agreement, the Project Budget and the Approved Plans, after the Effective Date of this Agreement. The Project will be constructed in conformity with the Approved Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Project Engineer will inspect the construction and provide Kyle 150 on behalf of Anthem MUD and the Parties with monthly construction status reports. Upon request, the Parties or a designee of a Party may accompany the Project Engineer to inspect construction on the Project.

(b) The Project Engineer will monitor and confirm the percentage of completion of the Project existing from time to time and deliver written notice to the Parties of the percentage of completion.

(c) Kyle 150, on behalf of Anthem MUD, shall receive all pay applications from the contractor(s) relating to the Project (“*Pay Applications*”). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) Cause the Project Engineer to prepare a statement of the percentage of construction of the Project completed to the date of the Contractor’s Pay Application (the “*Completion Percentage*”) and state that the pay application has been approved by the Project Engineer and Anthem MUD (the “*Approved Pay Application*”);

(2) Obtain the Project Engineer’s certification of the amount of the Approved Pay Application payable by each of the Water Return Line Users and the portion of the contract price remaining to be paid by the City and Kyle 150 on behalf of Anthem MUD to complete the payment of the Approved Pay Application (the “*Certification*”); and

(3) Obtain an affidavit signed by the contractor(s), in the form of a conditional waiver and release of lien upon progress payment, in a form reasonably acceptable to the Parties, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project (“*Waiver and Release*”). The Approved Pay Application, the Certification, and the Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved Pay Application, Certification and Waiver and Release, the Parties must each fund their share of the Approved Pay Application as provided in this Agreement, less retainage and any other amounts allowed to be withheld under the construction contract(s), in accordance with State law. Each Party will make payment for its share of the Approved Pay Application directly to Kyle 150 by check, mailed to the applicable address in Section 4.03 of this Agreement, or by any alternative format approved by Kyle 150. Kyle 150 shall promptly and timely pay all outstanding amounts for Approved Pay Applications, including the pro rata share of Kyle 150.

(e) Failure of a Party to fund a payment contemplated in this Agreement shall not relieve Kyle 150 of its obligation to make timely payments to the contractor(s) for Approved Pay Applications for the Project.

(f) If a Party fails to timely make a required payment for an approved Pay Application, unless such payment has been properly disputed pursuant to the provisions of this Agreement, Kyle 150 on behalf of Anthem MUD may require said Party to pay the Party’s remaining pro rata share of the Project to an escrow agent to be held in escrow pursuant to escrow agreement reasonably acceptable to Kyle 150 on behalf of Anthem MUD and such Party (the “*Payment for Remaining Pro Rata Share*”), as calculated by the Project Engineer, in accordance with the updated Project Budget and Participation Percentages. A Payment for Remaining Pro Rata Share will be made within thirty (30) days of notice by Kyle 150 and shall be held by the escrow agent and utilized to make payments on Approved Pay Applications as they are requested by the contractor(s).

(g) If a Party fails to timely make a required payment and, after notice from Kyle 150, fails to make a Payment for Remaining Pro Rata Share, such inaction will be considered a default under this Agreement and written notice of such default shall be provided to the City.

(h) The Parties may dispute a Pay Application by giving written notice to Kyle 150 and the Project Engineer of the amount of the Pay Application disputed and the specific basis for the dispute within twenty (20) days of receipt of the Pay Application; provided that a dispute will only be permitted if any of the Parties, in good faith, allege that the work covered by the Pay Application has not been completed in accordance with the applicable construction contract or the terms of this Agreement, or if there is a default by the contractor under the construction contract in question, and if the disputing Party

has paid any amount that is not in dispute. Failure to dispute a Pay Application in a timely and proper manner as described herein, waives the right to dispute.

(i) The Parties shall cooperate to resolve any dispute permitted under this Section 1.06 promptly in order to avoid a default under the construction contract or this Agreement.

(j) The Parties agree that change orders that increase the original contract price under the construction contract(s) for the Project by a cumulative amount of \$50,000 or less do not require approval. All change orders that increase the original contract price under the construction contract for the Project by more than \$50,000 in the aggregate must be approved by the City Council unless the change order is required by an emergency. The Parties will not unreasonably condition, withhold or delay their approval of any proposed change order. If any change order amends the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the Parties.

1.07. Completion. Upon final City inspection, the City shall approve the construction if completed in compliance with the approved plans. After City approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Project to the City, including any maintenance bonds required by the City at the time of acceptance. Anthem MUD or Kyle 150 on behalf of Anthem MUD shall furnish evidence of the conveyance of facilities to the City contained in the Project to the Water Return Line Users promptly upon request. The City agrees to accept the Project for ownership, operation and maintenance upon such final completion, inspection and approval. The Parties intend that all costs of the Project incurred by Kyle 150, or any other Party to the Agreement, will be eligible for reimbursement from a water district or public improvement district, as applicable and as provided by state law. The Parties acknowledge and agree that only Kyle 150 has any right to reimbursement from Anthem MUD. The Parties each acknowledge and agree that any monies spent on improvements related to water service for the Parties' projects are not subject to reimbursement or purchase by Anthem MUD.

1.08. Default and Termination.

(a) If Kyle 150 defaults under this Agreement, the Parties shall have the ability individually or collectively to pursue any and all valid remedies at law or in equity, including specific performance, in a court of competent jurisdiction. Kyle 150 will be in default under this Agreement upon the occurrence of one or more of the following events (an "*Event of Default*"):

(1) Kyle 150 fails to commence or complete design and permitting of the Project in accordance with this Agreement; or fails to commence, diligently pursue or complete construction or fails to achieve completion of the Project in accordance with this Agreement, and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so; or

(2) Kyle 150 fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so.

(b) The City will have the right, but not the obligation, to assume the construction contract(s) and to complete the Project in the event of a default by Kyle 150 under this Agreement. If Kyle 150 defaults under this Agreement and the City elects to assume the construction contract(s), Kyle 150 shall cooperate with the City, including assignment of the construction contract(s), if necessary. To the extent the City assumes the construction contract(s), the City shall be obligated to perform all of the duties and obligations and shall have all of the rights of Kyle 150 under this Agreement.

Article II. Elevated Storage Tank

2.01. Project Schedule, Budget, and Participation Percentages. Anthem MUD, Kyle 150, HMBRR, Kyle 57, Beseda, the Covey Fund, and the City (the “*EST Parties*”) agree to cooperate to complete the construction of the Anthem Elevated Storage Tank and all related facilities and appurtenances (the “*EST Project*”) in accordance with the schedule attached as **Exhibit “F”** (the “*EST Project Schedule*”). The EST Parties’ allocated shares of the costs of the EST Project are set forth in **Exhibit E**. The preliminary budget for the EST Project is reflected in attached **Exhibit D** and will be updated as provided in this Agreement.

2.02. EST Project Defined. The EST Project is further defined as the design, construction, and completion of the Anthem Elevated Storage Tank, in accordance with construction plans approved by the City, good engineering practices, and applicable local, state, and federal regulations, to be located on the property designated in **Exhibit B**. The EST Project will be designed as an 800,000 gallon elevated storage tank, and alternatively as a 1 million gallon elevated storage tank as provided in this Agreement.

2.03. Easements. The EST Parties will grant the City any easements needed for the construction and operation of the EST Project upon request by the City in a form acceptable to the City.

2.04. Design. Kyle 150, on behalf of Anthem MUD, will cause the EST Project to be designed in accordance with the EST Project Schedule. The EST Parties will share in the costs to design the EST Project, which is estimated to be \$324,000.00 (the “*EST Design Costs*”) according to the Participation Percentages set forth in **Exhibit E**. The EST Parties shall pay for the EST Design Costs in accordance with the following schedule:

(1) Within 30 days of Kyle 150’s delivery of written notice to the EST Parties, the EST Parties will deposit 25% of their respective portion of the EST Design Costs with the Kyle 150.

(2) Within 30 days of Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are 50% complete, the EST Parties will deposit an additional 25% of their respective portions of the EST Design Costs with Kyle 150.

(3) Within 30 days of the Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of the EST Project, the EST Parties will deposit the final 50% of their respective portion of the EST Design Costs with Kyle 150.

(4) Kyle 150 shall use the EST Design Costs payments solely for the purpose of paying the consultant for designing the EST Project.

(5) If a EST Party fails to pay any installment of the EST Design Costs when due, Kyle 150 will deliver written notice to the EST Party of such failure and, if the EST Party does not deliver that installment of the EST Design Costs within 30 days of the date of the City's notice, the City may withhold further development approvals until the installment in question is delivered to the City.

2.05. Bidding the EST Project. Atwell, LLC will serve as the EST Project Engineer for the EST Project. The EST Project Engineer will advertise the EST Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts including Chapters 49 and 54, *Texas Water Code*, and in accordance with the legal requirements applicable to the City including Local Government Code Chapter 252, based on the design, plans and specifications approved by the City. The bid advertisement or notice must be published within a time frame that allows for construction of the EST Project to commence by March 1, 2021.

(a) The EST Project Engineer will provide the City engineer and the City's purchasing agent with: (i) prior written notice of the dates for publication of the notice to bidders and the opening of the bids received in response to the notice; and (ii) a copy of the published bid notice.

(b) The bid documents will specifically include notice to the bidders of the requirement to submit a primary bid proposal for an 800,000 gallon elevated storage tank; the requirement to submit an alternative bid proposal for a 1,000,000 gallon elevated storage tank; the EST Project Schedule, including any liquidated damages imposed for non-compliance with the EST Project Schedule; and the requirement that the EST Parties will be jointly funding the cost of the EST Project as provided in this Agreement. The bid documents will also require that the bid prices for the EST Project be separately itemized. Should the City elect to oversize the Anthem Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids.

(c) The EST Project Engineer will coordinate the receipt and opening of the bids, will provide a copy of the bids and bid tabulation to the EST Parties, City engineer and the City's purchasing agent for review, and will recommend, with the concurrence of

the City engineer, awarding the contract or contracts for the EST Project to the lowest responsible bidder or bidders.

(d) The City will notify the Project Engineer within thirty days of the date of the bid opening of the City's election to participate in the oversizing of the EST Project, and in such event, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of a 1 million gallon Anthem Elevated Storage Tank with the selected bidder. If the City declines to oversize the elevated storage tank, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of an 800,000 gallon Anthem Elevated Storage Tank with the selected bidder instead.

2.06. Contract Terms. The construction contract(s) for the EST Project will include the following provisions:

(a) That the EST Parties will each pay a share of the costs under the contract based on the Participation Percentages described in **Exhibit E** of this Agreement;

(b) That the contractor will comply with the requirements of Section 1.05(d) related to insurance;

(c) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor; and

(d) That the contractor will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the EST Project site;

(e) That the contractor will indemnify the EST Parties from any liability arising out of claims arising due to contractor's activities within the Anthem Elevated Storage Tank work site.

2.07. Initial/Supplemental Construction Deposits, Refunds. Within 15 days of the EST Project Engineer's delivery of notice of the recommended contract award(s), which will be accompanied by an updated budget based on the approved bid price(s), each EST Party will deliver to the City funds in the amount of 110% of its Participation Percentage of the revised cost of the EST Project as shown on the updated budget to secure its obligation to make payment when due under the construction contract(s) for the EST Project (the "*Construction Deposit*"). The Construction Deposit will be held by the City in a separate account, in trust for the EST Parties, and will be used solely to pay sums coming due under the EST Construction Contract. After construction of the EST is complete and the City has inspected and accepted the EST, the EST Project Engineer and the City shall work together to determine a final accounting of the EST Project. The final accounting shall be delivered to the EST Parties and the City will refund any funds remaining in the Construction Deposit to the EST Parties, based upon the pro rata contributions of the EST Parties and participant percentages included in Exhibit "E".

To the extent the Project Engineer determines that the anticipated costs of the EST Project have exceeded or will exceed the funds in the Construction Deposit, the Project Engineer will estimate the pro rata share of each EST Party relating to the cost

overruns. After approval of the estimated cost overruns by the City, the Project Engineer will provide notice to each EST Party and each EST Party will deliver to the City funds in the amount of its Participation Percentage of the estimated cost overruns within 30 days.

2.08. Insurance and Payment and Performance Bonds. The contractor(s) for the EST Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a “per-occurrence” basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, Kyle 150, LP and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor(s) for the EST Project is cancelled, the contractor will be required to promptly notify the EST Parties and the City and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the EST Project site.

2.09. Contract Execution. The EST Project Engineer will execute the construction contract for the EST Project and, upon execution, will promptly deliver a copy of the contract to the EST Parties. Each construction contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the construction contract and to complete the EST Project in the event of a default by the EST Parties under this Agreement, including a failure by Kyle 150 to commence, pursue or complete the construction of the EST Project in accordance with the EST Project Schedule, as provided in **Exhibit F** of this agreement.

2.10. Construction Reports, Pay Applications, Change Orders.

(a) The EST Project will be constructed in strict conformity with the approved plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The EST Project Engineer will inspect the construction and provide the Parties with monthly construction status reports.

(b) The EST Project Engineer will monitor and confirm the percentage of completion of the EST Project existing from time to time and deliver written notice to the EST Parties of the percentage of completion and any corresponding percentage payment to be made by the City pursuant to Article II of this agreement.

(c) The EST Project Engineer shall receive all pay applications from the contractor relating to the EST Project (“*EST Pay Applications*”). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) cause the Project Engineer to prepare a statement of the percentage of construction of the EST Project completed to the date of the Contractor’s Pay Application (the “*EST Completion Percentage*”) and state that the pay application has been approved by the Project Engineer and Kyle 150 (the “*Approved EST Pay Application*”);

(2) obtain the EST Project Engineer's certification of the amount of the Approved Pay Application attributable to each of the EST Parties and payable from the Construction Deposit and the portion of the contract price remaining that is attributable to each EST Party (the "*EST Certification*"); and

(3) obtain an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*EST Waiver and Release*").

The Approved EST Pay Application, the EST Certification, and the EST Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved EST Pay Application, Certification and Waiver and Release, the City shall release payment from the Construction Deposit, less retainage, unless a Party has timely and properly objected to an EST Pay Application. The City shall promptly and timely pay all outstanding amounts for Approved EST Pay Applications, including the pro rata share of Kyle 150.

(e) A EST Party may dispute a EST Pay Application by giving written notice to the City, and the EST Project Engineer of the amount of the EST Pay Application disputed and the specific basis for the dispute within 15 days of receipt of the EST Pay Application; provided that a dispute will only be permitted if any of the EST Parties, in good faith, allege that the work covered by the EST Pay Application has not been completed in accordance with the applicable construction contract or if there is a default by the contractor under the construction contract in question, and any of the EST Parties shall pay any amount that is not in dispute.

(f) The EST Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(g) Any change orders over \$50,000 or that increases the overall project cost by \$50,000 will be subject to approval by the City before work contemplated by the change order begins unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the EST Project Engineer will promptly update the budget and provide a copy of the update to the City, Anthem MUD and Kyle 150. Anything to the contrary contained in this Subsection notwithstanding, the City's share of the original contract price under any construction contract for the EST Project may not be increased by change orders by more than 25% without City Council Approval.

2.11. Completion. Upon final City inspection and approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the EST Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the EST Project to the City, including any maintenance bonds required by the City at the time of acceptance.

2.12. Default and Termination.

(a) If Kyle 150 defaults under Article II of this Agreement, the City will have the right, but not obligation, to assume the construction contract or contracts for the EST Project and proceed with the construction of the EST Project in accordance with the EST Project Schedule. In such case, the City will have the right to utilize the Construction Deposit to complete the EST Project. Kyle 150, or the remaining Parties if applicable, will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 causes the EST Project to fail to commence or complete design; commence, diligently pursue or complete construction or to achieve completion in accordance with the EST Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(2) An EST Party fails to post a Construction Deposit when required under this Agreement and fails to cure such failure within five days of receipt of written notice from the City to do so; or

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

(b) At any time following an Event of Default, the City may notify the EST Parties that the City intends to assume and perform Kyle 150's outstanding obligations under this Agreement for construction of the EST Project. If the City gives notice that the City intends to perform Kyle 150's outstanding obligations under this Agreement for the construction of the EST Project following an Event of Default, then the City may assume the construction contract or contract(s) and use the Construction Deposit to pay for the costs of construction of the Project (the "*Performance Rights*"). The City will further have the right to assign its Performance Rights to an owner or purchaser of land in the area that is intended to receive service through the Project (the "*Service Area*").

(c) If the City does not elect to exercise its Performance Rights, the City agrees that it will, upon the request of an EST Party or an assignee of an EST Party that is an owner or purchaser of land in the Service Area, assign its Performance Rights to the requesting EST Party or assignee of an EST Party. In such event, the assignee will assume the City's Performance Rights and the EST Parties agree that the assignee may assume the construction contract or contracts for and with respect to the design, permitting and construction of the EST Project and will have the right to make applications to the City for and to receive funding from the Construction Deposit held by the City, as provided in Section 2.07, to make payments as contemplated in Section 2.10.

Article III. Provision of Water Services

3.01 Service Commitment.

(a) Subject to the terms and conditions of this Agreement, including the payment of all applicable fees and charges as set forth below, the City agrees to provide water service to customers within the Covey Tract, Beseda Tract and Kyle 57 Tract (the “*FM 150 Properties*”) in a quantity set forth in **Exhibit D** for such tracts (the “*Service Commitment*”). The quantity of water service made available to any connection within those tracts will be determined according to meter size in accordance with the City’s rules, regulations, and policies.

(b) The City’s obligation to serve each of the FM 150 Properties is expressly contingent on the respective owners of their respective tracts (including successors and assigns) being compliant with their obligations under this Agreement and with City’s rules, regulations, and policies.

(c) City shall have no obligation to provide water service to any portion of the FM 150 Properties until all of the following condition precedents have been satisfied:

(1) the lands to be furnished water service have received final subdivision plat approval by all governmental entities;

(2) with jurisdiction, and recorded for the phase of development within the respective tract to be furnished water service;

(3) City has received all necessary governmental approvals for the provision of services to the respective tract;

(4) the internal water facilities required to provide service the respective have been completed in accordance with plans and specifications approved by City, are operational, and have been conveyed to and accepted by City;

(5) all easements and other real property interests in the respective tract required to be conveyed to City under this Agreement have been dedicated to City; and

(6) all required fees and charges have been paid to City.

(d) Notwithstanding anything in Section 3.01(c) above to the contrary, the City hereby acknowledges and agrees that the living unit equivalents (“*LUEs*”) of water service capacity allocated to the FM 150 Properties in the Service Commitment is hereby capacity that is reserved to the owners of such tracts and may not be allocated or committed to any other owner, property or water service customer so long as this Agreement remains and full force and effect.

3.02 Service Commitment to HMBRR. The City confirms that by satisfying its obligations under this Agreement, HMBRR shall be entitled to receive water service

from the City to the 6 Creeks Tract (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the 6 Creeks Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the 6 Creeks Tract.

Article IV. Miscellaneous

4.01. Force Majeure. For purposes of this Agreement, “Force Majeure” means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project or the EST Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project or the EST Project, or delays in governmental or regulatory approvals required for the Project or the EST Project beyond the time periods provided for such approvals in the Project Schedule or EST Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

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

4.03. Notices. Any notice given under this Agreement must be in writing and may be given:

- (1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;
- (2) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid;
- (3) by personally delivering it to the Party; or
- (4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.

Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

| | | |
|-----------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Kyle 150: | Clark Wilson 5312 Park Hollow Lane Austin TX, 78746 | Anthem MUD Winstead PC, Attn: Judy McAngus 401 Congress, Suite 2100 Austin, TX 78701 |
|-----------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------|

Water Return Line Users:

| | |
|-------------------|--------------------------------------------------------------------------------------------------------------|
| HMBRR Development | HMBRR Development c/o Hanna/Magee Co. Attn: Jay Hanna 1011 North Lamar Blvd. Austin, Texas 78703 |
|-------------------|--------------------------------------------------------------------------------------------------------------|

Kyle 57

| | |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Milestone Community Builders, LLC Attn: Garrett Martin 9111 Jollyville Road, Suite 111 Austin, TX 78759 | Kyle Mortgage Investors, LLC Attn: Linda Pastel 10800 Wilshire Blvd, Suite 2101 Los Angeles, CA 90024 |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|

David Beseda

David Beseda
2310 Portofino Ridge
Austin, Texas 78735

The Covey Fund I, LP

Attn: Brett Findley, Principal
2205 N. Lamar, Blvd, Suite 113
Austin, Texas 78705

City of Kyle

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

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

4.05. **Enforcement.** In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may

otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

4.06. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

4.07. Assignment.

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of HMBRR, Kyle 57, the Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

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

- Exhibit A:** Property Map and Property Descriptions
(Exhibits A-1 through A-7)
- Exhibit B:** FM 150 Water Facilities Plan
- Exhibit C:** FM 150 Water Facilities Project Schedule
- Exhibit D:** FM 150 Water Facilities & Elevated Storage Tank Project Budget
- Exhibit E:** FM 150 Water Facilities & Elevated Storage Tank Participation Percentages
- Exhibit F:** EST Project Schedule
- Exhibit G:** EST Project Budget

4.09. Authority for Execution. All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

4.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Kyle 150, the District, and the Water Return Line Users.

4.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Executed on the date or dates indicated below, to be effective as of _____, 2020.

Anthem Municipal Utility District:

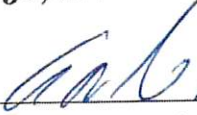
By:  _____

Name: Brandon Brydson

Title: President

Date: 7/3/2020

Kyle 150, LP:

By:  Kyle BO, GP LLC

Name: Clark Wilson

Title: manager

Date: 7-3-2020

HMBRR, Inc.:

By: 

Name: JAY HANNA

Title: V.P.

Date: 7.8.2020

Kyle 57:

By: **KYLE MORTGAGE INVESTORS, LLC**
a Colorado limited liability company

DocuSigned by:
Name: *Linda Pastel*
691148224124ME1...

Printed Name: Linda Pastel

Title: Managing Partner

Date: 7/16/2020 | 3:26 PM CDT

David Beseda:

By: 

Name: DAVID BESEDA

Title: OWNER

Date: 7/6/20

The Covey Fund I, LP:

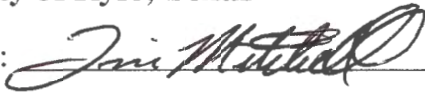
By: Covey Fund I, LP

Name: BRETT FINDLEY

Title: MANAGER

Date: 7/6/2020

City of Kyle, Texas

By: 

Name: Travis Mitchell

Title: Mayor

Date: 7/10/2020



0 1500' 3000'
SCALE: 1" = 3000'

ANTHEM TRACT
(ANTHEM
MUD/KYLE 150, LP)

PLUM CREEK
NORTH TRACT
(CITY OF KYLE)

KYLE 57 TRACT
(KYLE MORTGAGE INVESTORS,LLC)

BESEDA TRACT
(DAVID BESEDA)

BLANCO RIVER
RANCH TRACT
(CITY OF KYLE)

6 CREEKS TRACT
(HMBRR DEVELOPMENT,INC)

COVEY FUND TRACT
(COVEY FUND I, LP)

CYPRESS ROAD

OLD STARECOACH ROAD

INTERSTATE
35

LEGEND

— PARTICIPANT PROPERTY BOUNDARIES

EXHIBIT A
PROPERTY MAP, FM 150
WATER FACILITIES SERVICE, FINANCING, AND
CONSTRUCTION AGREEMENT



ATWELL

866.850.4200 www.atwell-group.com
TBPE NO. 12242
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704

Item # 14

Exhibit "A-1"

"Anthem" Kyle 150, L.P.

EXHIBIT A-1
PROPERTY DESCRIPTION
412.992 ACRES

BEING 412.992 ACRES OF LAND LOCATED IN THE ANDREW DUNN LEAGUE, ABSTRACT NO. 4, THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100 AND THE JESSE DAY SURVEY, ABSTRACT 152 IN HAYS COUNTY, TEXAS AND BEING A REMAINDER OF THE SAME LAND CONVEYED TO MOUNTAIN CITY-150, L.P., CALLED TRACT 1, A 599.25 ACRE TRACT AND TRACT 2 A CALLED 73.693 ACRE TRACT AS DESCRIBED IN VOLUME 5272, PAGE 475 AND A CALLED 857 SQUARE FOOT TRACT 3 AND A 0.308 ACRE TRACT 4 AS DESCRIBED IN VOLUME 5272, PAGE 490 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 412.992 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod located on the northwesterly right of way line of RM 150, an 80 foot wide public right of way, for the southwest corner of said 73.693 acre Tract 2, same being the northwest corner of a called 17.95 acre tract described in a deed to Robert and Linda Rosebrock recorded in Volume 1126, Page 236 of the Hays County Deed Records;

THENCE, with the northwest right of way line of said RM 150 the following courses and distances:

1. N45°54'47"W, 312.73 feet with the westerly line of said 73.693 acre tract to a Texas Department of Transportation Type 1 Concrete Monument;
2. N44°00'03"W, 1476.41 feet to a Texas Department of Transportation Type 1 Concrete Monument found at the beginning of a curve to the left;
3. with the arc of said curve to the left, passing the most southerly southwest corner of said 599.25 acre tract, a found 3/8-inch iron rod at an arc distance of 39.42 feet, passing the southerly corner of a 875 square foot and 0.308 acre tract described in a deed to Mountain City – 150, L.P. in Volume 5272, Page 490 and continuing for an arc distance of 568.29 feet, having a radius of 1185.90 feet, a central angle of 27°27'23" and a chord bearing and distance of N57°43'45"W, 562.87 feet to a ½-inch iron rod with cap stamped "AST" set for corner on said northwesterly right of way line, same being on the southerly line of a called 581.00 acre tract described in a deed to M I W L S, LP and being a re-entrant corner and most westerly south corner of the herein described tract;

THENCE, leaving the northwesterly right of way line of RM 150 and with the common line of said 581.00 acre tract and said 599.25 acre tract the following courses and distances:

1. N88°36'39"E, 1422.09 feet to a ½-inch iron pipe found for an angle point in said line;
2. N88°38'02"E, 25.14 feet to a Mag Nail in concrete for an interior ell corner of the herein described tract;
3. N01°42'12"W, 2818.15 feet to a found 8-inch diameter Cedar Fence Post for an interior ell corner of the herein described tract;

4. S87°57'12"W, 2442.13 feet to a found 8-inch diameter Cedar Fence Post for an exterior ell corner of the herein described tract, same being the southeast corner of said 752.05 acre tract;

THENCE, with the westerly line of said 599.25 acre tract, same being the easterly line of said 752.05 acre tract, N01°27'27"E, 1085.94 feet to a ½-inch iron rod with cap stamped "AST" found;

THENCE, leaving said westerly line and crossing said 599.25 acre tract, same being the south line of a called 250.097 acres to the City of Austin in Document No. 19010061 of the Official Public Records of Hays County, Texas the following courses and distances:

1. N42°57'57"E, 440.38 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
2. N20°52'40"E, 1067.39 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N37°09'29"E, 492.15 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S85°09'20"E, 319.53 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. N84°25'47"E, 294.59 feet to a ½-inch iron rod with cap stamped "AST" found for corner to the beginning of a curve to the left;
6. with the arc of a non-tangent curve to the left, 511.24 feet, having a radius of 871.82 feet, a central angle of 33°35'56" and a chord bearing and distance of N68°19'13"E, 503.95 feet to a ½-inch iron rod with cap stamped "AST" found for corner and a point of compound curvature;
7. with a compound curve to the left, 763.84 feet, having a radius of 1431.82 feet, a central angle of 30°33'56" and a chord bearing and distance of N32°21'48"E, 754.81 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. N08°59'58"E, 277.34 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
9. N09°56'17"E, 409.55 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
10. with the arc of a non-tangent curve to the left, 835.46 feet, having a radius of 2082.16 feet, a central angle of 22°59'23" and a chord bearing and distance of N48°50'55"E, 829.87 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
11. N37°50'06"E, 277.44 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
12. N45°32'16"E, 192.35 feet to a ½-inch iron rod with cap stamped "AST" found for corner on the southwesterly line of a called 1974.77 acre tract described in a deed as Tract 6, and recorded in Volume 3533, Page 150 of said deed records and being on the northeasterly line of said 599.25 acre tract;

THENCE, with said southwesterly line, same being the northeasterly line of said 599.25 acre tract, S47°09'20"E, 189.32 feet to a 5-inch diameter Cedar fence post found with 3 mag nails and shiner at the north corner of Tract 4, Indian Creek Ranch Subdivision as recorded in Volume 6, Page 59 of the Hays County Plat Records;

THENCE, leaving the southwesterly line of said 1974.77 acre tract, and with easterly line of said 599.25 acre tract the following courses and distances:

1. With the westerly line of said Indian Creek Ranch Tract 4, S06°08'47"W, 1374.75 feet to a ½-inch iron pipe found at the southwest corner of said tract 4, same being the northwest corner of Tract 2 of said Indian Creek Ranch and angle point in said easterly line;
2. With the westerly line of said Tract 2, S06°09'17"W, 2965.57 feet to a ½-inch iron rod with cap stamped "AST" found for corner;

THENCE, leaving said westerly line of said Tract 2 of Indian Creek Ranch, crossing said 599.25 acre tract the following courses and distances:

1. N 83°51'07" W a distance of 98.94' to a ½-inch iron rod with cap stamped "AST" found for corner;
2. S 06°08'54" W a distance of 281.11 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N 89°15'50" E a distance of 1221.70 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S 00°29'01" E a distance of 271.28 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. S 32°42'55" W a distance of 611.20 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
6. S 87°44'24" W a distance of 57.88 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
7. S 11°37'37" W a distance of 411.37 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. S 78°22'23" E a distance of 199.18 feet to a ½-inch iron rod with cap stamped "AST" found for corner in the west line of Hays Consolidated Independent School District;

THENCE, with the said west line of Hays Consolidated Independent School District, and with easterly line of said 599.25 acre tract the following courses and distances:

1. S11°36'28"W, 359.03 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
2. S10°09'51"W, 395.16 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
3. S10°11'50"W, 101.83 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
4. S10°09'55"W, 625.50 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
5. S12°41'22"W, 447.62 feet to a Nail in a 6-inch fence corner post for an angle point in said line;
6. S42°49'53"W, 93.56 feet to a 30-inch Live Oak tree for an angle point in said line;
7. S00°59'19"W, 13.67 feet to an iron rod with cap stamped RPLS 4542 at the southwest corner of said School District tract and the southeast corner of said 599.25 acre tract and being a point on the northerly line of said 73.693 acre Tract 2;

THENCE, with the northerly line of said 73.693 acre tract, N88°39'49"E, passing a ½-inch iron rod at 243.73 feet and continuing for a total distance of 325.41 feet to a ½-inch iron rod on the southerly line of said School District tract and being the northwest corner of Lot 6, Century Acres, a subdivision of record in Volume 6, Page 53 of the Hays County Plat Records;

THENCE, with said easterly line of said 73.693 acre tract and with the westerly line of said Lot 6 and 7 of said Century Acres and the easterly line of said Lot 2B and 2C Resubdivision of Lot 2B of the Resubdivision of Lot 2 Century Acres of record in Document No. 17040812 of the Hays County Official Public Records,

S13°28'59"E, 1658.91 feet to a ½-inch iron pipe found for the southeast corner of said 73.693 acre tract, same being the southwest corner of said Lot 2B and the common northerly corner of Lots 8 and 9 of Meadow Woods Section Two, a subdivision of record in Volume 3, Page 188 of said Plat Records, same being the northeast corner of said 17.95 acre tract;

THENCE, with the northerly line of said 17.95 acre tract, same being the southerly line of said 73.693 acre tract, S88°38'38"W, passing an iron rod with cap stamped "McMillan" at 103.02 feet and continuing for a total distance of 1505.09 feet to the **POINT OF BEGINNING** and containing, 412.992 acres of land, more or less.

Exhibit "A-2"

HMBRR – "6 Creeks Tract"

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

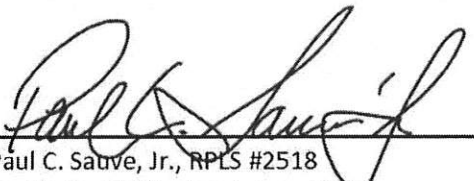

Paul C. Sauve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
December 5, 2016



Exhibit "A-4"

David Beseda
2310 Portofino Ridge
Austin, TX 78735
Travis County
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre tract described in Correction Warranty Deed recorded in Volume 2671, Page 863, Official Public Records, Hays County, Texas.

Exhibit "A-5"

Kyle Mortgage Investors LLC
10800 Wilshire Boulevard, Unit 2101
Los Angeles, CA 90024
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360,
Hays County, Texas,



0 1500' 3000'
SCALE: 1" = 3000'

ANTHEM TRACT
(ANTHEM MUD/KYLE 150, LP)

PROPOSED GROUND/ELEVATED
STORAGE TANKS
"ANTHEM STORAGE TANK"

CONNECTING WATER LINE
TO PLUM CREEK
NORTH TRACT

**PLUM CREEK
NORTH TRACT**
(CITY OF KYLE)

CONNECTING WATER LINE TO
BLANCO RIVER RANCH TRACT

"ANTHEM WATER MAIN"

KOHLERS CROSSING

"ANTHEM MAIN WATER LINE ENTRANCE"

**BLANCO RIVER
RANCH TRACT**
(CITY OF KYLE)

CONNECTING WATER LINE
TO 6 CREEKS TRACT
"WATER RETURN LINE"

KYLE 57 TRACT
(KYLE MORTGAGE INVESTORS, LLC)

RM 150 STATION
BOOSTER PUMP STATION

BESEDA TRACT
(DAVID BESEDA)

CONNECTION
w/ CITY OF KYLE
PRESSURE PLANE 2
"POINT OF ENTRY"

CONNECTING WATER LINE
TO ANTHEM TRACT
"FM 150 WATER MAIN"

COVEY FUND TRACT
(COVEY FUND I, LP)

BLANCO RIVER RANCH/ 6 CREEKS
INTERNAL WATER LINE

6 CREEKS TRACT
(HMBRR DEVELOPMENT, INC.)

CYPRESS ROAD

INTERSTATE
35

"FM 150 WATER FACILITIES" =
- "ANTHEM WATER MAIN"
- "WATER RETURN LINE"
- "ANTHEM GROUND STORAGE TANK"

"ANTHEM STORAGE TANK"

"ANTHEM ELEVATED STORAGE TANK" = 800,000 GAL

"ANTHEM GROUND STORAGE TANK" = 500,000 GAL

"ADDITIONAL GROUND STORAGE TANK" = 500,000 GAL

LEGEND

- PARTICIPANT PROPERTY BOUNDARIES
- CONNECTING WATER LINE

**EXHIBIT B
WATER FACILITIES PLAN**



ATWELL Item # 14

Exhibit "C"

FM 150 Water Facilities Project Schedule

- Water Line System including 12" feed line to Anthem, 16" distribution return line to 6 Creeks and all internal Anthem Phase 1A water lines estimated completion January 2021
- RM 150 Pump Station estimated completion date January 2021
- Hoover Drive Pump Station and initial ground storage tank estimated completion Date February 2021

Exhibit D

FM 150 Water Facilities & Elevated Storage Tank
Project Budget

| | | Anthem | 6 Creeks | Kyle 57 | Findley | Beseda | (City of Kyle) Plum Creek North | (City of Kyle) Blanco River Ranch Tract |
|-----------------------------------------------------|-------------------------|--------------------|--------------------|------------------|------------------|-----------------|------------------------------------|-----------------------------------------------|
| | Maximum LUE Allocations | 1,650 | 1,000 | 240 | 100 | 50 | 1,400 | 2,100 |
| Engineer | Atwell | | | | | | | |
| Contractor | CCCarlton | | | | | | | |
| RM 150 Station | \$2,831,078 | | | | | | | |
| ESC Improvements | \$82,984 | \$45,041 | \$27,297 | \$6,551 | \$2,730 | \$1,365 | \$0 | \$0 |
| Water Improvements | \$2,011,789 | | | | | | | |
| Mobilization and Traffic Control | | \$22,000 | \$11,941 | \$7,237 | \$1,737 | \$724 | \$362 | \$0 |
| Pump Station and Trans Line | | \$979,880 | \$979,880 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Return Line | | \$1,009,909 | \$0 | \$726,553 | \$174,373 | \$72,655 | \$36,328 | \$0 |
| Site Improvements | \$99,305 | | | | | | | |
| Mobilization and Demobilization | | \$65,000 | \$35,280 | \$21,382 | \$5,132 | \$2,138 | \$1,069 | \$0 |
| Site Work | | \$34,305 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Electric Improvements | \$637,000 | \$637,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Return Line Engineering | \$68,000 | \$0 | \$48,921 | \$11,741 | \$4,892 | \$2,446 | \$0 | \$0 |
| Engineering for Common Infrastructure and Agreement | \$40,000 | \$0 | \$28,777 | \$6,906 | \$2,878 | \$1,439 | \$0 | \$0 |
| Return Line Staking | \$20,000 | \$0 | \$14,388 | \$3,453 | \$1,439 | \$719 | \$0 | \$0 |
| Return Line Testing | \$15,000 | \$0 | \$10,791 | \$2,590 | \$1,079 | \$540 | \$0 | \$0 |
| Sub Total | \$2,974,078 | \$1,743,446 | \$885,347 | \$212,483 | \$88,535 | \$44,267 | \$0 | \$0 |
| 10% Contingency | \$283,108 | \$174,345 | \$78,247 | \$18,779 | \$7,825 | \$3,912 | \$0 | \$0 |
| Total | \$3,257,186 | \$1,917,791 | \$963,594 | \$231,262 | \$96,359 | \$48,180 | \$0 | \$0 |
| Hoover Drive | \$3,769,032 | | | | | | | |
| Anthem Initial 100,000 gallon tank | \$111,111 | \$111,111 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Remaining Ground Storage Tank | \$526,834 | \$100,308 | \$87,224 | \$20,934 | \$8,722 | \$4,361 | \$122,114 | \$183,171 |
| 800,000 gallon Elevated Storage Tank | \$1,900,000 | \$361,755 | \$314,570 | \$75,497 | \$31,457 | \$15,728 | \$440,397 | \$660,596 |
| ESC Improvements | \$36,841 | \$12,111 | \$0 | \$1,352 | \$563 | \$282 | \$9,013 | \$13,520 |
| Site Improvements | \$187,470 | \$61,630 | \$0 | \$6,880 | \$2,867 | \$1,433 | \$45,864 | \$68,796 |
| Pump Station Water Improvements | \$777,776 | \$255,691 | \$0 | \$28,542 | \$11,893 | \$5,946 | \$190,282 | \$285,422 |
| Electric Improvements | \$229,000 | \$75,283 | \$0 | \$8,404 | \$3,502 | \$1,751 | \$56,024 | \$84,037 |
| Elevated Storage Tank Engineering Design | \$324,000 | \$61,689 | \$53,642 | \$12,874 | \$5,364 | \$2,682 | \$75,099 | \$112,649 |
| Engineering CA | \$25,000 | \$8,219 | \$0 | \$917 | \$382 | \$191 | \$6,116 | \$9,174 |
| Staking | \$20,000 | \$6,575 | \$0 | \$734 | \$306 | \$153 | \$4,893 | \$7,339 |
| Testing | \$15,000 | \$4,931 | \$0 | \$550 | \$229 | \$115 | \$3,670 | \$5,505 |
| Sub Total | \$3,769,032 | \$1,059,303 | \$455,436 | \$156,684 | \$65,285 | \$32,643 | \$953,473 | \$1,430,209 |
| 10% Contingency | \$376,903 | \$97,789 | \$40,179 | \$14,161 | \$5,900 | \$2,950 | \$86,369 | \$129,554 |
| Total | \$4,529,935 | \$1,157,091 | \$495,615 | \$170,845 | \$71,185 | \$35,593 | \$1,039,842 | \$1,559,763 |
| Phase 1A Water Improvements | \$18,600 | \$0 | \$13,381 | \$3,212 | \$1,338 | \$669 | \$0 | \$0 |
| 10% Contingency | \$1,860 | \$0 | \$1,338 | \$321 | \$134 | \$67 | \$0 | \$0 |
| Total | \$20,460 | \$0 | \$14,719 | \$3,533 | \$1,472 | \$736 | \$0 | \$0 |
| Subtotals | \$7,807,581 | \$3,074,882 | \$1,473,929 | \$405,640 | \$169,017 | \$84,508 | \$1,039,842 | \$1,559,763 |

Exhibit E

FM 150 Water Facilities & Elevated Storage Tank
Participation Percentages

| | Anthem | 6 Creeks | Kyle 57 | Findley | Beseda | Lennar | BRR |
|----------------------------------------------------------------|--------|----------|---------|---------|--------|--------|-----|
| RM 150 Return line Participation | 0% | 72% | 17% | 7% | 4% | 0% | 0% |
| Common RM 150 Pump Station and Transmission Main Participation | 54% | 33% | 8% | 3% | 2% | 0% | 0% |
| RM 150 Pump Station Site Work | 100% | 0% | 0% | 0% | 0% | 0% | 0% |
| Elevated and Ground Storage Tank Participation | 19% | 17% | 4% | 2% | 1% | 23% | 35% |
| Hoover Drive Participation | 33% | 0% | 4% | 2% | 1% | 24% | 37% |

Exhibit F

EST Project Schedule

- Project Design Completion 1st Quarter 2021
- Design Review and Permitting 3rd Quarter 2021
- Bidding and Contract Award November 2021
- Complete Construction 4th Quarter 2022

Exhibit G

Estimated 800,000 gallon EST Project Budget



CITY OF KYLE, TEXAS

Quail Ridge Parcel 1

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution authorizing the City Manager to execute a Memorandum of Agreement and all other documents necessary to effectuate and finalize the purchase of Parcel 1 from the Quail Ridge subdivision for the Goforth Road project on terms discussed in executive session, subject to review and approval of the form of those documents by the City Attorney. ~ *Amber Schmeits, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Memo
- Presentation
- Resolution
- MOA



City Council Regular Meeting

DEPARTMENT: Administration

FROM: Amber Schmeits, Assistant City Manager

MEETING: Tuesday, January 2, 2024

SUBJECT:

Approve a resolution authorizing the City Manager to execute a Memorandum of Agreement and all other documents necessary to effectuate and finalize the purchase of Parcel 1 from the Quail Ridge subdivision for the GoForth Road project on terms discussed in executive session, subject to review and approval of the form of those documents by the City Attorney.

SUMMARY:

In May of 2023, City Staff began the process to acquire 6 properties in the Quail Ridge subdivision for the purpose of constructing a portion of S Goforth Road. This cost is to be paid for by the Developer for the acquisition and construction. On November 14, 2023, the City Council approved offer amounts to start at \$1,759,000 for the acquisition and relocation of the affected landowners. Stateside ROW, on behalf of the City, presented the approved offer amounts to the property owners. The offer includes appraised value for the acquisition of the property, incidental expenses, commercial moving costs, supplemental rental assistance or mortgage interest differential payment, and landlord benefits (if applicable). The property owner of parcel 1 has accepted the offer and signed the MOA.

OPTIONS:

Approve as recommended or deny.

RECOMMENDATION:

Staff recommends approval.

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

May 2023, Council provided Staff direction to begin the acquisition and relocation process.

November 2023, Council approved offer amounts to begin at \$1,759,000 for all 6 parcels.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Quail Ridge Relocation & Acquisition Packages – Parcel 1

Quail Ridge Property Relocation and Acquisition



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 begins the property acquisition and relocation process.

Where We Are

- November 14, 2023 - City Council approved offer amounts to start at \$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.
- Stateside ROW Agent, acting on behalf of the City, presented the approved offer amounts for the acquisition of the parcels and the relocation packages to the property owners.
- The property owners of parcels 2, 3, and 4 have accepted the offers and signed MOAs. Those packages were approved by the Council on December 19, 2023.
- The property owner of parcel 1 has accepted the offer and signed an MOA.

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.

Parcel 1 - 104 Quail Ridge Road

- Impacted Owner-Resident
- Displacement property is 884 sf, 8-room, 3-bedroom, 2-bathroom mobile home on 0.452 acre lot
- Proposed acquisition cost based on appraisal and agreement: \$245,000.00



Quail Ridge Page 6

Total Estimate to acquire and relocate: \$318,228.00

Recommendation

- Approve a resolution authorizing the City Manager to execute the Memorandum of Agreement and all other documents necessary to effectuate and finalize the purchase of Parcel 1 from the Quail Ridge subdivision for the Goforth Road project on terms discussed in executive session, subject to review and approval of the form of those documents by the City Attorney.

Options

- Approve as recommended.
- Approve with modifications to the package offered.
- Deny.

Questions?

Quail Ridge Page 9

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF KYLE AND STANLEY MORRIS FOR ACQUISITION OF REAL PROPERTY KNOWN AS PARCEL 1 OUT OF THE QUAIL RIDGE SUBDIVISION FOR THE EXTENSION OF GOFORTH ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle has determined the extension of Goforth Road (the “Project”) is necessary to accommodate significant growth in the Kyle area and facilitate transportation and mobility throughout the City; and

WHEREAS, in order to effectuate the Project, it is necessary for the City to acquire certain tracts of real property from landowners in the Quail Ridge subdivision; and

WHEREAS, City staff and its consultants prepared offers to each of the affected landowners to purchase the required real properties based on fair market value appraisals; and

WHEREAS, after authorization from the City Council, the City’s agents extended said offers to each of the affected landowners; and

WHEREAS, affected landowner STANLEY MORRIS, owner of the real property designated for Project purposes as Parcel 1, has accepted the City’s offer and executed a memorandum of agreement evidencing his willingness to sell his property for the consideration offered; and

WHEREAS, the City’s acceptance of this executed Memorandum of Agreement will further the City’s goal of timely effectuating the Project;

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 Agreement between the City of Kyle, Texas and STANLEY MORRIS, attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby **approved**, and the City Manager is authorized to execute said Agreement and any other documents necessary to effectuate the transfer of said real property to the City for the consideration expressed in the 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 _____, 2024.

ATTEST:

CITY OF KYLE, TEXAS:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor



MEMORANDUM OF AGREEMENT

November 17, 2023

Project: City of Kyle- Quail Ridge Drive
Parcel: Parcel 1 - Morris
Address: 104 Quail Ridge Drive, Kyle, TX 78640

Owner(s) of Record: Stanley E. Morris and wife, Joyce Morris

Stanley E. Morris
104 Quail Ridge Drive
Kyle, TX 78640

Dear Mr. Morris,

The City of Kyle (City) has offered to pay you (Owners) a total of **\$245,000.00 (Two Hundred Forty-Five Thousand and NO/100 Dollars)** for a portion of your property referenced above, which is legally described as being Lot No. 41, Quail Ridge Subdivision, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2, Page 337, Plat Records of Hays County, Texas, said tract containing 0.460 acres of land, more or less of land being more particularly described by Exhibit "A".

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the City will make payment. The payment of **\$245,000.00 (Two Hundred Forty-Five Thousand and NO/100 Dollars)** as herein agreed to will constitute full payment to be made by the City for the property referenced above to be conveyed to the City.

Such payment and this Memorandum of Agreement are subject to the approval of the City Council. If this Memorandum of Agreement is not approved by the City Council, it may be terminated by the City.

BY SIGNING BELOW, OWNER(S) HEREBY AGREE to sign a general warranty deed for the property referenced above;

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Owner(s) are retaining title to the following improvements located on the property described above to wit: **N/A.**

Owner(s) covenant and agree to remove the above-described improvements, if any, from said land within thirty (30) days of closing, subject, however, to such extensions of time as may be granted by the City, its successor and assigns, in writing; and if, for any reason, Owner(s) fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the City, its successors and assigns, forever.

Until payment is made by the City, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the City shall have the right to terminate this agreement. After the date of the payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the City.

Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the City, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the City failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the City's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the City's Relocation Assistance Program and the mutual benefits to be derived by you and the City from the signing of this agreement. The City, without cost to the owner, will pay the cost of recording all instruments conveying title to the City.

It is suggested that you carefully review the proposed general warranty deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed, and the City will proceed with the issuance of payment which will be made out jointly to you and to Corridor Title Company of Hays County. This company has been designated as the City's closing agent and is responsible to see that the City obtains clear title. They will not endorse the check and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the check and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Shawn Jackson, R/W-NAC
Stateside Right of Way Services, LLC
Office: 817-369-3191

I received a copy of The State of Texas Landowner's Bill of Rights before signing this agreement. I fully understand the City of Temple's offer as contained in this agreement and I agree to the terms set forth above. By signing below, I accept the City's offer of **\$245,000.00 (Two Hundred Forty-Five Thousand and NO/100 Dollars)** in exchange for a Deed to the property described above.


Stanley Morris

Date: 12/13/2023

APPROVED AS TO FORM:

City of Kyle

By: _____

Date: _____

Name: _____

Title: _____



CITY OF KYLE, TEXAS

City Attorney Contract

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution Appointing Aimee Alcorn-Reed as City Attorney, approving a City Attorney Employment Agreement, and authorizing the City Manager to execute the Agreement ~ *Bryan Langley, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Memo
- Resolution
- City Attorney Employment Agreement



City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Bryan Langley, City Manager
MEETING: January 2, 2024

SUBJECT:

A resolution appointing Aimee Alcorn-Reed as City Attorney, approving a City Attorney Employment Agreement, and authorizing the City Manager to execute the agreement.

SUMMARY:

During the budget process, a new in-house City Attorney position was recommended by staff, and the City Council included the position and funding in the adopted FY 2023-24 budget. Due to the critical nature of this position, the City Manager engaged Affion Public to conduct a national recruitment for the position.

The recruitment firm conducted extensive outreach to identify candidates, and they carefully screened all candidates that were provided to the city of Kyle. Following this process, finalists for the position were identified, and a diverse panel consisting of the recruiter, various staff, and outside legal counsel interviewed the candidates. Aimee Alcorn-Reed was determined to be the most qualified candidate for the position.

RECOMMENDATION:

Staff recommends that the employment agreement with Aimee Alcorn-Reed be approved.

STAFF CONTACT:

Name: Bryan Langley
Title: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPOINTING AIMEE ALCORN-REED AS CITY ATTORNEY; APPROVING A CITY ATTORNEY EMPLOYMENT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the City Council of the City of Kyle, Texas (the “City”) wishes to appoint Aimee-Alcorn-Reed as City Attorney and to approve a City Attorney Employment 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: Aimee Alcorn-Reed is appointed to serve as City Attorney for the City of Kyle effective February 5, 2024. The City Attorney Employment Agreement with Alcorn-Reed 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 2nd day of January, 2024.

ATTEST:

CITY OF KYLE, TEXAS:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

Exhibit A

CITY ATTORNEY EMPLOYMENT AGREEMENT

This City Attorney Employment Agreement (the “Agreement”) is entered into as of February 5, 2024 (the “Effective Date”) by and between the City of Kyle, Texas, a Texas home rule municipal corporation, and its authorized governing body, the City Council (the “City”) and Aimee Alcorn-Reed (“Alcorn-Reed”). The City and Alcorn-Reed are referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, the City desires to appoint Aimee Alcorn-Reed, as City Attorney (“Attorney”) of the City of Kyle, Texas, as provided by the City Charter of the City of Kyle, Texas (“Charter”) and

WHEREAS, it is the desire of the Council of the City of Kyle (“Council”) to provide certain benefits, establish certain conditions of employment, and to set certain working conditions for the City Attorney; and

WHEREAS, Alcorn-Reed desires to accept the appointment as City Attorney under the terms outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, which is expressly recognized and acknowledged by the Parties to this Agreement, the Parties agree as follows:

SECTION I DUTIES AND AUTHORITY

- A. The City hereby agrees to appoint Alcorn-Reed as City Attorney to perform the functions and duties specified in the Charter and to perform such other duties and functions as the Council shall from time to time assign, assuming she is willing and able to perform such duties.
- B. Further, Alcorn-Reed shall comply with (collectively “Applicable Laws and Authorities”) state and federal law, the City’s Charter, all City policies, rules, regulations, and ordinances as they exist or may hereinafter be amended, and all lawful Council directives.
- C. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, Alcorn-Reed or Alcorn-Reed’s designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, Alcorn-Reed’s evaluation, or to consider any issues regarding Alcorn-Reed’s actions or performance. By majority vote, the Council may permit Alcorn-Reed to attend said otherwise-excepted meetings.

SECTION II TERM

- A. The term of this Agreement shall be indefinite and the Agreement shall be and remain in full force and effect until terminated by Alcorn-Reed or by the Council as herein provided (the "Term").
- B. Alcorn-Reed shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council, or Alcorn-Reed, to terminate the services of Alcorn-Reed at any time, with or without cause, subject only to applicable provisions of the City personnel policies and the provisions set forth hereinafter in the section of this Agreement titled "Termination and Severance Pay."

SECTION III RESIDENCY

Alcorn-Reed agrees to maintain residency within the city limits of the City of Kyle, Texas during Employee's tenure as City Attorney and will relocate Alcorn-Reed's previous residence to the City of Kyle, Texas within six months from the Effective Date of this Agreement.

SECTION IV PERFORMANCE EVALUATION AND REVIEW

The City Manager shall provide Alcorn-Reed with an annual performance evaluation and review each year Alcorn-Reed is employed by the City as City Attorney. Any review and evaluation shall be in accordance with specific criteria developed jointly by the City Manager and Alcorn-Reed, in consultation with the City Council. Such criteria may be revised by the City Manager, from time to time, with notice of any such revision provided to Alcorn-Reed. Any discussion of Alcorn-Reed's evaluation or review of Alcorn-Reed with the City Council shall be conducted only in closed Executive Session, unless otherwise requested by Alcorn-Reed. Alcorn-Reed shall be provided a copy of any written statement or findings of the City Manager, the City Council, or any of its members and shall have an adequate opportunity to discuss Alcorn-Reed's evaluations with the City Manager and City Council, in Executive Session or in Open Session, if Alcorn-Reed so requests. Any written evaluation or statement concerning Alcorn-Reed's performance shall be placed in Alcorn-Reed's personnel file along with any written response by Alcorn-Reed. In effecting the provisions of this Section, the City and Alcorn-Reed mutually agree to abide by the provisions of applicable laws concerning personnel matters and rights of Alcorn-Reed and of the City.

SECTION V HOURS OF WORK

- A. Alcorn-Reed is an exempt employee who is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, except

when on leave approved in accordance with City policy, and must devote a great deal of time outside the normal office hours to the business of the City.

- B. Alcorn-Reed acknowledges the proper performance of the duties of the City Attorney of the City will require Alcorn-Reed to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also often require the performance of necessary services outside of normal business hours. Alcorn-Reed agrees to devote such additional time as is necessary for the full and proper performance of Alcorn-Reed's duties and that the compensation herein provided includes compensation for the performance of all such services.

SECTION VI OUTSIDE EMPLOYMENT AND INVESTMENTS

- A. Alcorn-Reed will devote full time and effort to the performance of the duties of the City Attorney of the City, and shall remain in the exclusive employment of the City during the term of this Agreement; provided that Alcorn-Reed may seek Council's prior approval to accept outside professional employment provided it will not in any way limit the performance of, or Alcorn-Reed's availability for the performance of, Alcorn-Reed's duties hereunder and provided that it complies with the City's Code of Ethics.
- B. Alcorn-Reed shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, Alcorn-Reed shall, except for a personal residence or residential property acquired or held for future use as the Alcorn-Reed's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

SECTION VII SALARY

- A. The City agrees to pay Alcorn-Reed an annual base salary of One Hundred Ninety Thousand and 00/100s Dollars (\$190,000.00), payable in equal installments on the same schedule other employees of the City are paid and shall be paid net of any applicable withholding or deductions. The Parties agree that stating the salary in annual terms is for convenience only, and does not in any way imply a specific term of employment.
- B. The City further agrees to review the base salary and other benefits of Alcorn-Reed at least annually through a formal evaluation, and consideration shall be given to adjust Alcorn-Reed's compensation in conjunction with such performance evaluation.
- C. Alcorn-Reed may receive cost of living salary increases, if any, that are received by other City employees.

- D. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City’s personnel policy.

**SECTION VIII
DISABILITY AND RETIREMENT BENEFITS**

- A. Alcorn-Reed shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system’s plan documents.
- B. Alcorn-Reed shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, Alcorn-Reed shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.
- C. In the event of Alcorn-Reed’s death or in the event Alcorn-Reed is permanently disabled or is otherwise unable to perform her duties with or without reasonable accommodation because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, the City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of the section of this Agreement titled “Termination and Severance Pay.”

**SECTION IX
INSURANCE**

- A. The City agrees to pay the premiums for medical, dental, and vision insurance for Alcorn-Reed pursuant to the group health care plan provided by the City for its full-time employees.
- B. Alcorn-Reed shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other full-time employees of the City.

**SECTION X
MONTHLY ALLOWANCES**

- A. Alcorn-Reed’s duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to Alcorn-Reed, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars (\$6,000.00) per year, payable per pay period same as all other applicable employees of the City, as a vehicle allowance. Alcorn-Reed shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for Alcorn-Reed’s exclusive and unrestricted use in performance of her duties hereunder. Alcorn-Reed shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

- B. Alcorn-Reed is responsible for payment of any taxes on these benefits that may apply now or throughout the duration of this Agreement.

**SECTION IX
LEAVE BENEFITS**

- A. The City agrees that reasonable time off be permitted, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Attorney. Provided, however, the Council shall have the right to review Alcorn-Reed's use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.
- B. On the Effective Date of this Agreement, Alcorn-Reed's leave accrual banks will be credited with eighty (80) hours of vacation leave (the "Credited Leave"); provided that notwithstanding anything contained herein to the contrary, Alcorn-Reed shall not be paid out the Credited Leave if Alcorn-Reed resigns from employment with the City within one year of the Effective Date of this Agreement.
- C. Except as otherwise stated herein, all other provisions of the rules and regulations of the City applicable to fringe benefits, holidays, leave, and working conditions as they now exist or hereafter may be amended, shall also apply to Alcorn-Reed as they apply to all other full-time employees of the City.

**SECTION XII
DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT**

- A. The City encourages Alcorn-Reed to participate in professional associations and agrees to budget and pay for all professional dues and subscriptions which are reasonably necessary for her participation in national, regional, state, and local associations and organizations and which are necessary and desirable for her continued professional development participation, growth and advancement and for the good of the City unless otherwise budgeted, shall be specifically determined in advance by the City Manager. Any expense incurred by Alcorn-Reed in violation of this paragraph shall be at Alcorn-Reed's expense, and Alcorn-Reed shall immediately reimburse the City for any such unauthorized expense.
- B. The City agrees to budget and to pay for reasonable travel and related expenses permitted under the City's travel policy for reasonable professional and official travel, meetings and occasions reasonably necessary to continue the professional development of Alcorn-Reed limited to the Texas Municipal League and Texas City Attorney's Association, and such other governmental groups and committees of which Alcorn-Reed serves as a member. All other travel, unless otherwise previously budgeted, shall be approved in advance by the City Manager. Any expense incurred by Alcorn-Reed in violation of this paragraph shall be at Alcorn-Reed's expense, and Alcorn-Reed shall immediately reimburse the City for any such unauthorized expense. Alcorn-Reed is not required to obtain prior approval for non-overnight travel and expenses otherwise budgeted; provided however, Alcorn-Reed

account to the City Council for such non-overnight travel and or related expenses exceeding \$100.00 at the first regular Council meeting immediately following the month in which such expenses were incurred.

- C. The City agrees to budget and pay for the travel and related expenses as permitted under City's travel policy expenses of Alcorn-Reed for short courses, institutes and seminars that are reasonably necessary for this professional development and for the good of the City. Any expense incurred by Alcorn-Reed in violation of this paragraph shall be at Alcorn-Reed expense, and Alcorn-Reed shall immediately reimburse the City for any such unauthorized expense.

SECTION XIII BUSINESS EXPENSES

Certain expenses of a non-personal and job-related nature will necessarily be incurred by Alcorn-Reed in the performance of Alcorn-Reed's duties. The City will pay or reimburse such business expenses upon receipt or proof of such expenditures in accordance with relevant City policy.

SECTION XIV INDEMNIFICATION

To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Employee from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Alcorn-Reed in Alcorn-Reed's individual or official capacity as an employee and as City Attorney, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses, and attorneys' fees, arose or does (do) arise in the future from an act or omission of Alcorn-Reed, as an employee of the City, acting within the course and scope of Alcorn-Reed's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that Alcorn-Reed committed official misconduct, violated the Texas Disciplinary Rules of Professional Conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the City or by Alcorn-Reed. The selection of Alcorn-Reed's legal counsel shall be with the mutual agreement of Alcorn-Reed and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case Alcorn-Reed's right to agree to legal counsel provided for Alcorn-Reed will depend on the terms of the applicable insurance contract. To the extent this Section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination, expiration, or other end of this Agreement and/or Alcorn-Reed's employment with the City.

SECTION XV
TERMINATION AND SEVERANCE PAY

- A. Alcorn-Reed serves at the will and pleasure of the Council, and Alcorn-Reed’s employment may be terminated by the Council at any time for any reason.
- B. In the event Alcorn-Reed is terminated by the Council and Alcorn-Reed is then willing and able to perform all the duties of the City Attorney under this Agreement, then, provided Alcorn-Reed executes a general release and separation agreement in a form acceptable to Alcorn-Reed and the Council, the City agrees to pay Alcorn-Reed a lump sum severance payment equal to (1) twelve (12) months’ full compensation (base salary); and (2) and the value of all accrued leave accrued by Alcorn-Reed prior to the termination on the same basis and pursuant to the City’s policies as any other full-time employee of the City. The lump sum severance payment described herein shall be paid within thirty (30) days of Alcorn-Reed’s execution of the general release and separation agreement.
- C. The City will not be obligated to pay the severance set forth in paragraph B of this Section if:
1. Alcorn-Reed is terminated for conduct constituting gross negligence; acts of dishonesty or breach of professional or ethical duties; misappropriation of City assets; misuse of public funds or other City property; material breach of this Agreement; or an intentional violation of the City’s Personnel Policies; or
 2. Alcorn-Reed is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the City Manager or the Council that have been formally communicated to Alcorn-Reed. As used in this paragraph, the term “willful breach” shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the City Manager or the Council, save and except for directions, which Alcorn-Reed reasonably believes would require her to violate a law, ordinance or regulation from a governmental body or agency; and as used in this paragraph, the terms “disregard or habitual neglect of duties” shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which Alcorn-Reed is hired;
 3. Alcorn-Reed is terminated for misconduct involving an act of moral turpitude or of illegality, as determined by Council. As used in this paragraph the term “moral turpitude” shall mean an act of baseness, vileness, or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term “illegality” shall mean any action by Alcorn-Reed determined by Council to be in violation of any criminal or civil statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class “C” misdemeanors under Texas State law, whether or not criminal charges are filed;

4. Alcorn-Reed voluntarily resigns or retires from the position of City Attorney.
 5. The Agreement is terminated due to Alcorn-Reed's death or disability, as provided for under Section VIII, paragraph C.
- D. In the event the Council, during the term of this Agreement, materially reduces the salary or other financial benefits of Alcorn-Reed in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting Alcorn-Reed herein, or Alcorn-Reed resigns following a suggestion by the Council that Alcorn-Reed resign, then in that event, Alcorn-Reed may, at Alcorn-Reed's option, be deemed to have been terminated as of the date of such reduction, or as of the date Alcorn-Reed resigns at the Council's suggestion; provided that, notice having first been given, the suspension of Alcorn-Reed with pay pending the investigation and resolution of any charges against Alcorn-Reed described in paragraph C of this Section shall not constitute a termination, or a reduction under this Section. The Council shall be deemed to have suggested the resignation of Alcorn-Reed when at least five members of the Council affirmatively vote to suggest that Alcorn-Reed resign.
- E. If Alcorn-Reed terminates this Agreement by voluntary resignation or retirement from the position of City Attorney, Alcorn-Reed shall give 30 days' notice in advance unless the Council agrees otherwise. In the event of resignation or retirement, Alcorn-Reed will be entitled to compensation for accrued leave, and other benefits on the same basis as any other full-time employee of the City, except that Credited Leave will not be paid out within the first year.

**SECTION XVI
NOTICES**

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

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

Alcorn-Reed: Aimee Alcorn-Reed
Address on file with the City's Human Resources Department.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

**SECTION XVII
GENERAL PROVISIONS**

- A. **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas without regard to its conflict of laws provisions. Venue shall lie exclusively in Hays County, Texas.
- C. **Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.
- D. **Severability.** In the event any one or more of the sections, provisions, or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- E. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and Alcorn-Reed concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- F. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by Alcorn-Reed and the duly authorized representative of the Council.
- G. **Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Alcorn-Reed have executed this Agreement effective as of the date first written above.

ALCORN-REED

Aimee Alcorn-Reed, City Attorney

Date

CITY OF KYLE

Travis Mitchell, Mayor
On behalf of the City of Kyle
And Members of the City Council

Date

ATTEST:

Jennifer Kirkland, City Secretary

(City Seal)



CITY OF KYLE, TEXAS

Legal Service Agreement with Knight Law Firm

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: A Resolution approving a legal services engagement letter with The Knight Law Firm, LLP and authorizing the City Manager to execute the Agreement. ~ *Bryan Langley, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution
- Engagement Letter
- Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A LEGAL SERVICES ENGAGEMENT LETTER WITH THE KNIGHT LAW FIRM, LLP; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the City Council of the City of Kyle, Texas (the “City”) has appointed a new City Attorney whose employment begins on February 5, 2024;

WHEREAS, the attached engagement letter engages The Knight Law Firm, LLP, to provide general legal services as requested by the City Manager or the City Attorney from time to time, effective February 5, 2024; and

WHEREAS, the engagement letter provides for the continued engagement of the specialized law firms that were engaged in consultation with the City when The Knight Law Firm, LLP, served as City Attorney to represent the City on specialized legal matters;

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 engagement letter for professional legal services with The Knight Law Firm, LLP, attached hereto and incorporated herein for all purposes, is hereby approved, and the City Manager is authorized to execute said engagement letter.

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 2nd day of January, 2024.

ATTEST:

CITY OF KYLE, TEXAS:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

Exhibit A

The Knight Law Firm, LLP
Attorneys at Law

February 5, 2024

Bryan Langley, City Manager
City of Kyle
1700 Kohlers Street
Kyle, Texas 78640

Executive Office Terrace Suites
223 West Anderson Lane
Suite A-105
Austin, Texas 78752
Tel: 512.323.5778
Fax: 512.323.5773

www.cityattorneytexas.com
attorneys@cityattorneytexas.com

Re: Engagement Letter for Professional Legal Services

Dear Mr. Langley:

The Knight Law Firm, LLP is pleased to provide legal services to the City of Kyle. The proposed terms of our engagement are set forth below. If this letter of engagement is acceptable to you, please confirm by signing in the space provided and returning a fully executed copy to me, retaining a copy for your own files. Our acceptance of representation will become effective when we receive a fully executed copy of this letter.

Scope and Terms of Engagement

The scope of professional legal shall be general municipal legal services for the City of Kyle (the "City") as may be assigned by the City Manager or City Attorney from time-to-time (the "Matter(s)"). Certain defined terms are included in the body of this letter, and additional terms are contained in the attached document, entitled Engagement Letter - Exhibit "A." The Knight Law Firm's engagement is limited to representation of the City ("You" and/or "Client") in relation to the above-referenced Matters(s), which represents the scope of the engagement and the services to be provided. Unless otherwise expressly and specifically agreed in writing, the firm is not responsible for advising on tax issues; bond counsel issues; accounting issues; or any issues relating to any matter for which we have not been asked to provide legal services and advice and which is not specifically described in the matter, above. A separate engagement letter, or written addendum, must be executed by both parties for any additional matters for which consultation or legal services may be sought by you in the future.

Our Legal Fees and Costs

Legal fees and costs are difficult to estimate. Accordingly, we have made no guarantee concerning the maximum fees and costs that will be necessary to resolve or complete a matter. From time-to-time, and upon a written request from you, the Firm may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with a matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances and, therefore, our actual fees and other charges may vary from such estimates. You are requested to review carefully each Knight Law Firm invoice you receive and call me if you have any questions about the bill or the progress of the work.

It is expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of any matter. All fees and costs associated with any matter will be paid by you within forty-five (45) days of invoice, including, with prior written consent: copy costs; messenger fees; Westlaw or other outside computerized research that incurs charges outside of the firm's monthly plan. With respect to litigation handled by the Firm as authorized by the City, the following additional fees and costs that are incurred will be either included in the Firm's invoice or billed to you directly by the third-party vendor providing the service: court reporter charges; consultant's fees; expert witness fees; visual aids; visual presentations; mock trials; Westlaw or other outside computerized research that incurs charges outside of the firm's monthly plan; filing fees; records services charges; and any other costs necessary to resolve or complete any matter. You are responsible for direct payment to any outside, third- party vendor immediately upon receipt of the bill. Third-party costs may be included on the Firm's invoices, but the Firm also reserves the right to forward these vendor invoices to you for direct payment pursuant to the terms of that vendor. Travel expenses including time spent traveling for regular and special city council meetings will not be billed to the city. Travel expenses may be billed for any non-regularly scheduled meetings where Firm's participation is requested by the City. Invoices will be sent to the City Secretary and itemized by city department.

The current hourly rate along with the hourly rates of the firm's staff who I anticipate will participate in providing general counsel services to you, are as follows, except as provided below:

General Matters Rates -- \$175.00/hour for attorney and \$80/hour for legal assistant.

Litigation: \$225/hour for attorney and \$95/hour for legal assistant for litigation preparation time and \$250/hour for attorney and \$100/hour for legal assistant for courtroom time for litigation handled solely by our firm. Outside counsel would be billed at their rates, although we will assist with obtaining the lowest rate possible for municipal clients.

Development Projects: \$225/hour for attorney and \$95 for legal assistant for drafting development agreements wherein the City requires the fees to be paid by the developer and \$250/hour for attorney and \$95 for legal assistant for drafting more complicated economic development agreements or projects involving Chapter 380 economic incentives, Public Improvement Districts, and TIRZ's. Review and/or drafting of development agreements wherein the City does not require the fees to be paid by the developer will be billed at the General Matters Rates.

We bill in 1/10 of an hour increments which provide cost-efficiencies for our clients. The firm bills monthly and our billing statements are itemized by date, description, and the amount of time rendered. We reserve the right to adjust our rates not more than once annually after giving the City not less than ninety (90) days' notice prior to the beginning of a new fiscal year. From time to time, however, as may be necessary and at my sole discretion, other attorneys and staff not listed above may assist with this matter.

Conflicts of Interest

Before accepting the engagement, we have undertaken reasonable and customary efforts to

determine whether there are any potential conflicts of interest that would bar the Firm from representing you. Based on the information available to us, we are not aware of any potential disqualification. If you are aware, or become aware, of any conflicts of interest, please let us know in writing immediately.

Conclusion

This letter and the attached Engagement letter - Exhibit "A" constitute the entire terms of the engagement. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by written agreement signed both by The Knight Law Firm and you. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either The Knight Law Firm or you.

Please carefully review this letter and the attached Engagement Letter - Exhibit "A." If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Paige H. Saenz", with a large, stylized flourish extending to the right.

Paige H. Saenz (For the Firm)

THE CITY OF KYLE ACCEPTS THIS LETTER AND THE ATTACHED ENGAGEMENT LETTER - EXHIBIT "A":

The City of Kyle

By: _____
Bryan Langley

Date: _____

ATTEST:

Engagement Letter - Exhibit "A"

This is a supplement to The Knight Law Firm LLP engagement letter. The purpose of this document is to set out additional terms of our agreement to provide the representation described in the engagement letter. Because these additional terms of engagement are a part of the Firm's agreement to provide legal services to you, you should review them carefully and should promptly communicate to The Knight Law Firm LLP any questions concerning this document. We suggest that you retain this statement of additional terms along with the engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. If there are any questions about the scope of our representation in any matter, please raise those questions promptly, in writing, so that we may resolve them at the outset.

Any expressions on our part concerning the outcome of any matter are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. The Knight Law Firm LLP has made no guarantees or promises to you about the outcome of any matter, and nothing in the terms of engagement shall be construed as a guarantee or promise.

Upon accepting this engagement on your behalf, The Knight Law Firm, LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of any matter.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be related to any particular matter or that we may request; (2) keep us apprised on a timely basis of all developments relating to any particular matter that are or might be important; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) otherwise fully cooperate with us.

Who Will Provide the Legal Services

The Knight Law Firm, LLP, will represent you in matters as requested by the City Manager or the City Attorney from time to time. Paige Saenz and Veronica Rivera will serve as your main points of contact. At the same time, however, the work required on any particular matter, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants.

Specialized Legal Services

While engaged as City Attorney, in consultation with the City, our firm engaged the following firms to represent the City on specialized matters: Law Offices of Kent Alan Sick (property acquisition and condemnation matters), Allensworth Law Firm (construction law matters), Lloyd Gosselink (personnel matters), DeDe Church & Associates, LLC (personnel investigation). The City understands and agrees that the engagement of the Firms through The Knight Law Firm, LLP, will continue, and that the Firms will invoice the City directly for their legal services.

Our Relationships With Others

Our law firm represents many cities, local governmental entities and private clients. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other client consents to that representation.

Records Retention

Our law firm has a records retention policy that allows us to destroy files within a reasonable time after a particular matter has been concluded. Generally, we destroy files four (4) years after representation on a matter has ceased or the file has been sent to our closed files. A copy of our records retention policy is attached.

Termination

At any time, you may, with or without cause, terminate the engagement by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of any ongoing matters.

There are several types of conduct or circumstances that could result in our withdrawing from representing you, including, for example, the following: non-payment or slow payment of fees or costs; misrepresentation or failure to disclose important information; fraudulent or criminal conduct; action contrary to our advice; failure to develop a workable relationship with you; and conflict of interest with another client.

A failure by you to meet any obligations under these terms of engagement shall entitle The Knight Law Firm LLP to terminate the engagement. In that event, you will take all steps necessary to release The Knight Law Firm LLP of any further obligations in the representation of any matter, including, without limitation, the execution of any documents necessary to effectuate our withdrawal from the representation of any matter. The right of The Knight Law Firm to withdraw in such circumstances is in addition to any rights created by law or statute, or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services. We will bill on a regular basis, normally each month, for both fees and expenses, and it is agreed that you will make full payment within forty-five (45) days of receiving our statement.

It is further agreed that any delinquent account must be promptly paid, and if the delinquency continues, we may withdraw from the engagement and pursue collection of our account.

Attorney Complaint Information

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES COMPLAINTS OF

PROFESSIONAL MISCONDUCT AGAINST ATTORNEYS LICENSED IN TEXAS. A BROCHURE ENTITLED ATTORNEY COMPLAINT INFORMATION IS AVAILABLE AT OUR OFFICE AND IS LIKEWISE AVAILABLE UPON REQUEST. A CLIENT THAT HAS ANY QUESTIONS ABOUT THE STATE BAR'S DISCIPLINARY PROCESS SHOULD CALL THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL OF THE STATE BAR OF TEXAS AT 1-877-953-5535 TOLL FREE.

RECORDS RETENTION POLICY

LEGAL FILES

It is the policy of the Firm to retain records in storage relating to representation of a client in a matter for a period not to exceed four (4) years following the end of the representation. At any time after the file is closed, the client may request the closed file be transferred to the client. The file may contain original documents which will be destroyed with the file. Clients who wish files to be retained will be charged the storage expense. Paper files received from, created on behalf of, or received due to representation of the City may be converted to and maintained in electronic format. The Firm may elect to keep some records in paper format as well.

At the end of every year, the attorneys will be given a list of those files which have been closed for a period in excess of four (4) years. In the event the files listed for destruction need to be retained for a period longer than four (4) years, the attorney in charge of the file is to notify the Records Retention Committee that the file should be retained and the reasons the file should be retained. In such event, the file will be retained for another four (4) years at the client's expense.

NOTIFICATION TO CLIENTS OF RECORDS RETENTION POLICY

Upon assumption of the representation of a client in a matter and upon the conclusion of the representation, efforts should be made to inform the client of this Records Retention Policy.

In the event no notification is received from the client that the client wants the file within thirty (30) days of the mailing of notice to the client of the Firm's record retention policy, the file will be maintained and later destroyed in accordance with this policy.

ADMINISTRATIVE FILES

It is the policy of the Firm to destroy administrative non-financial records after a period of two (2) years. It is the policy of the Firm to retain administrative financial records, including records relating to client billings and to bank and trust accounts, for a period not to exceed seven (7) years at which time they will be destroyed.



City Council Regular Meeting

DEPARTMENT: Administration

FROM: Paige Saenz

MEETING: Tuesday, January 2, 2024

SUBJECT:

A Resolution approving a legal services engagement letter with The Knight Law Firm, LLP and authorizing the City Manager to execute the agreement.

SUMMARY:

The City Council will consider appointing a new in-house City Attorney, Ms. Aimee Alcorn-Reed, at this City Council meeting, whose employment will begin on February 5, 2024. Ms. Paige Saenz with The Knight Law Firm, LLP currently serves as City Attorney. The attached engagement letter transitions Ms. Saenz out of that role and engages The Knight Law Firm, LLP, to provide general legal services as requested by the City Manager or the City Attorney from time to time, effective February 5, 2024. The engagement letter further provides for the continued engagement of the specialized law firms that were engaged in consultation with the City when The Knight Law Firm, LLP, served as City Attorney to continue to represent the City on ongoing specialized legal matters.

OPTIONS:

1. Approve the engagement letter
2. Disapprove the engagement letter

RECOMMENDATION:

It is recommended that the engagement letter be approved.

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

N/A

FISCAL IMPACT:

Hourly rates for legal services are proposed to remain the same as under the current engagement letter with The Knight Law Firm, LLP.

STAFF CONTACT:

Name: Bryan Langley
Title: City Manager
blangley@cityofkyle.com
(512) 262-1010



CITY OF KYLE, TEXAS

Visioning Workshop FY 24-25

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution of the City Council of the City of Kyle, Texas Directing the City Manager to Make Arrangements and Associated Expenditures for the Visioning Workshop Scheduled for February 9-11, 2024; and Declaring an Effective Date. ~ *Bryan Langley, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution
- Department memo

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS DIRECTING THE CITY MANAGER TO MAKE
ARRANGEMENTS AND ASSOCIATED EXPENDITURES FOR THE
VISIONING WORKSHOP SCHEDULED FOR JANUARY 9-11, 2024; AND
DECLARING AN EFFECTIVE DATE**

WHEREAS, the City’s Fiscal Year runs October 1 – September 30 each year; and

WHEREAS, the City Council must collectively collaborate and agree on City fiscal priorities prior to adopting the Fiscal Year 2024-2025 budget; and

WHEREAS, establishing the City fiscal priorities is completed during the annual visioning workshop; and

WHEREAS, the City Council finds it reasonable and necessary to authorize the City Manager to make arrangements and expenditures in order to have the 2024-2025 visioning workshop on February 9, 10 and 11, 2024;

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

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

Section 2. City Manager Authorization. The City Manager is authorized to make arrangements for a Visioning Workshop in the City of Bastrop at the Lost Pines Resort and surrounding area for February 9, 10 and 11.

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 _____, 2024.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary



City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Bryan Langley, City Manager
MEETING: January 2, 2024

SUBJECT:

Consider a resolution of the City of Kyle, Texas directing the City Manager to make arrangements and associated expenditures for the visioning workshop scheduled for February 9-11, 2024; and declaring an effective date.

SUMMARY:

Each year, the City Council holds a Visioning Workshop preceding the budget process to establish projects and priorities for the upcoming fiscal year. These projects and priorities are placed in the budget and considered for funding during the budget process. The location of the Visioning Workshops is different each year and is considered and approved by the City Council prior to the City Manager making arrangements and expenditures accordingly.

In December 2023, staff presented various possible locations for the 2023-2024 Council Visioning Workshop, and the City Council indicated that the workshop should be held at the Hyatt Regency Lost Pines Resort near Bastrop, Texas. The purpose of this resolution is to formally consider directing the City Manager to make all necessary arrangements for meeting space, lodging, food, and other associated expenses to appropriately hold the workshop meeting.

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL IMPACT:

Staff is still in the process of planning the workshop, and as such, an exact cost is not yet known. The City has retained an outside facilitator for the event at a cost of approximately \$25,000.

STAFF CONTACT:

Bryan Langley
City Manager



CITY OF KYLE, TEXAS

STEP CMV grant FY24-25

Meeting Date: 1/2/2024

Date time: 7:00 PM

Subject/Recommendation: A Resolution authorizing the Chief of Police to apply for a STEP (Strategic Traffic Enforcement Program) Commercial Motor Vehicle (CMV) grant in an amount no greater than \$15,200.00 from TXDOT and authorize an estimated 20% matching funding from the Police Department's approved operating budget for FY 2024-2025 in an amount not to exceed \$3,500 to fund the STEP Grant Program for one year beginning October 1, 2024, and ending September 30, 2025. ~ *Jeff Barnett, Chief of Police*

Other Information: The final approval from TXDOT will be in August or September of 2024. A subsequent request to carry to the Council will be made during that month. Supporting document is attached: Letter explaining purpose of grant, costs breakdown, total hours of enforcement, and dates of enforcement for the CMV grant.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Memo
- Presentation
- Resolution



City Council Regular Meeting

DEPARTMENT: Kyle Police Department, Traffic Enforcement Division

FROM: Sgt. Tracy Vrana

MEETING: Regular Scheduled City Council Meeting – January 2, 2024

SUBJECT:

Request to Apply: TXDOT STEP CMV Grant FY24-25

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 FY24-25 to support this effort.

OPTIONS:

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to apply for federal funds to increase traffic enforcement for an ultimate goal of reducing CMV related 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 or seriously injured, on our roadways, to zero.

RECOMMENDATION:

Authorize the Chief of Police to apply for a STEP CMV grant in an amount no greater than \$15,200.00: An amount no more than \$11,948.00 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, 2024, and ending September 30, 2025.

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

None.

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.

This grant will fund an estimated 187 hours of traffic enforcement based on a running average of individual officer salaries. A total estimated benefit funding from TXDOT of no more than \$11,948.00 is calculated. Requests for reimbursement of funds from TXDOT and performance data reporting will be conducted monthly.

Based on previous CMV STEP grant data, STEP officers averaged 1.49 stops per hour. With the approval of this grant, an estimated yield of 280 traffic stops on large trucks is anticipated.

STAFF CONTACT:

Name: Tracy Vrana
Title: Traffic Sergeant
Email: Tvrana@cityofkyle.com
Phone: 512.268.0859

Kyle Police Department

TXDOT STEP Grant (CMV) Request to Apply FY24-25

TRAFFIC ENFORCEMENT DIVISON



STEP (CMV) Agreement Provisions

- This is a request to apply for 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, 2024 – September 30, 2025.
- The CMV grant focuses on large trucks, large trailers and buses to reinforce safety for motorists.

STEP (CMV) Agreement Provisions

- Approximately 187 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

FY24-25 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)



FY24-25 TXDOT CMV STEP GRANT RENEWAL | 5



END

FY24-25 TXDOT CMV STEP GRANT RENEWAL | 6

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PUPROSE OF REDUCING VEHICULAR CRASHES AND CRASH RELATED INJURIES AND DEATHS ON KYLE ROADWAYS

WHEREAS, the Texas Department of Transportation is accepting grant applications from eligible entities for the Selective Traffic Enforcement Program (STEP); and

WHEREAS, the City of Kyle Police Department is an eligible entity to apply for STEP Commercial Motor Vehicle (CMV) grant funding; and

WHEREAS, the Kyle Police Department has been a recent participant in the STEP CMV enforcement grants and has observed an effective decrease in CMV crashes and related injuries; and

WHEREAS, the STEP CMV program provides funding, specifically \$11,948.00 and requiring a City match of \$3,500.00, to increase police enforcement hours for CMV related violations and offenses; and

WHEREAS, the operational period for the STEP grant, if awarded, will be October 2024 through September 30, 2025.

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

Section 1. Authorization. The City of Kyle hereby authorizes the Chief of Police to apply for a Selective Traffic Enforcement Program grant from the Texas Department of Transportation for Commercial Motor Vehicle enforcement.

Section 2. Open Meetings. 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 2. Effective Date. This Resolution will become effective immediately upon its passage by the Kyle City Council.

PASSED AND ADOPTED this _____ day of _____, 2024.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary



CITY OF KYLE, TEXAS

STEP Comprehensive grant FY24-25

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: A Resolution authorizing the Chief of Police to apply for a STEP (Strategic Traffic Enforcement Program) Comprehensive grant in an amount no greater than \$22,110.06 from TXDOT and authorize an estimated 20% matching funding from the Police Department's approved operating budget for FY 2024-2025 in an amount not to exceed \$4,710.06 to fund the STEP Grant Program for one year beginning October 1, 2024, and ending September 30, 2025. ~ *Jeff Barnett, Chief of Police*

Other Information: The final approval from TXDOT will be in August or September of 2024. A subsequent request to carry to the Council will be made during that month. Supporting document is attached: Letter explaining purpose of grant, costs breakdown, total hours of enforcement, and dates of enforcement for the STEP grant.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Memo
- Presentation
- Resolution



City Council Regular Meeting

DEPARTMENT: Kyle Police Department, Traffic Enforcement Division

FROM: Sgt. Tracy Vrana

MEETING: Regular Scheduled City Council Meeting – January 2, 2024

SUBJECT:

Request to Apply: TXDOT STEP Comprehensive Grant FY24-25

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-Comprehensive grant for FY24-25 to support this effort.

OPTIONS:

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to apply for federal funds to increase traffic enforcement for an ultimate goal of reducing automobile crashes with an emphasis on those resulting in serious injuries and deaths. This is a STEP Comprehensive 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 or seriously injured, on our roadways, to zero.

RECOMMENDATION:

Authorize the Chief of Police to apply for a TXDOT - STEP Comprehensive grant in an amount no greater than \$22,110.06 and authorize an approximate 21.3% match funding from the Police Department's approved operating budget for FY 2024-2025 in an amount not to exceed \$4,710.06. This STEP Grant will run for one year beginning October 1, 2024, and ending September 30, 2025.

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

None.



FISCAL IMPACT:

The approximated 21.3% match will be covered by fringe benefits percentages at the officers' overtime rate and pulled from the police department's overtime fund. This grant will fund an estimated 270 hours of traffic enforcement based on a running average of individual officer salaries. A total estimated benefit funding from TXDOT of no more than \$17,400.00 is calculated. Requests for reimbursement of funds from TXDOT and performance data reporting will be conducted monthly.

Based on previous STEP grant data, STEP officers averaged 3.26 stops per hour. With the approval of this grant, an estimated yield of 880 traffic stops is anticipated in predominantly high crash areas.

STAFF CONTACT:

Name: Tracy Vrana
Title: Traffic Sergeant
Email: Tvrana@cityofkyle.com
Phone: 512.268.0859

Kyle Police Department

TXDOT STEP Grant (Comprehensive) Request to Apply FY24-25

TRAFFIC ENFORCEMENT DIVISION



STEP (Comprehensive) Grant Agreement Provisions

- This is a request to apply for a renewal agreement for a TXDOT STEP grant for passenger vehicle traffic enforcement.
- Approximate 80% (State funds) / 20% match (City).
- Runs from October 1, 2024 – September 30, 2025.
- The Comprehensive grant focuses primarily on traffic violations which create a danger for motorists.

FY24-25 TXDOT COMPREHENSIVE STEP GRANT RENEWAL | 1

STEP (Comprehensive) Grant Agreement Provisions

- Approximately 270 enforcement hours.
- TXDOT funds \$17,400.00
- Police Department match (estimated 21%) \$4,710.06
- Fringe benefits used to cover match.
- Enforcement areas are high intensity roadways (IH35, FM1626, FM150, Kohlers Crossing)

FY24-25 TXDOT COMPREHENSIVE STEP GRANT RENEWAL | 2

Purpose

- Enables officer staffing to focus on traffic enforcement
- Mitigate crashes
- Creates areas known to motorists as heavily enforced by law enforcement to reinforce safe driving habits
- Decrease personal injuries and property damages



Common Violations

- Failure to yield right of way
- Unsafe speeds
- Following too close
- Distracted driving
- No driver licenses
- No insurance



FY22-23 ENFORCEMENT RESULTS

- 605 Stops
- 873 Total violations
- 3.26 Stops per hour



FY24-25 TXDOT COMPREHENSIVE STEP GRANT RENEWAL | 5



END

FY24-25 TXDOT COMPREHENSIVE STEP GRANT RENEWAL | 6

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PUPROSE OF REDUCING VEHICULAR CRASHES AND CRASH RELATED INJURIES AND DEATHS ON KYLE ROADWAYS

WHEREAS, the Texas Department of Transportation is accepting grant applications from eligible entities for the Selective Traffic Enforcement Program (STEP); and

WHEREAS, the City of Kyle Police Department is an eligible entity to apply for STEP Comprehensive grant funding; and

WHEREAS, the Kyle Police Department has been a recent participant in the STEP Comprehensive enforcement grants and has observed an effective decrease in Comprehensive crashes and related injuries; and

WHEREAS, the STEP Comprehensive program provides funding, an amount no greater than \$22,110.06 will be requested from TXDOT and requiring a City match of \$4,710.06, to increase police enforcement hours for Comprehensive traffic related violations and offenses; and

WHEREAS, the operational period for the STEP grant, if awarded, will be October 1, 2024 through September 30, 2025.

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

Section 1. Authorization. The City of Kyle hereby authorizes the Chief of Police to apply for a Selective Traffic Enforcement Program grant from the Texas Department of Transportation for Comprehensive traffic enforcement.

Section 2. Open Meetings. 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 2. Effective Date. This Resolution will become effective immediately upon its passage by the Kyle City Council.

PASSED AND ADOPTED this _____ day of _____, 2024.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary



CITY OF KYLE, TEXAS

Savannah Ranch Reimbursement Agreement

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: Consideration and Approval of a Resolution of the City Council of the City of Kyle, Texas; Approving and Authorizing the Execution of a Reimbursement Agreement relating to the Savannah Ranch Public Improvement District; and Resolving other Matters related thereto. ~ *Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution
- Reimbursement Agreement
- Presentation
- Staff Memo

**CITY OF KYLE, TEXAS
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS;
APPROVING AND AUTHORIZING THE EXECUTION OF A
REIMBURSEMENT AGREEMENT RELATING TO THE SAVANNAH RANCH
PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS
RELATED THERETO.**

WHEREAS, on March 1, 2022, the City Council (the “City Council”) of the City of Kyle, Texas (the “City”) adopted a resolution creating the Savannah Ranch Public Improvement District (the “District”) in accordance with Chapter 372, Texas Local Government Code, as amended (the “Act”); and

WHEREAS, the City desires to approve the “Savannah Ranch Public Improvement District Reimbursement Agreement” by and between the City and Toll Southwest, LLC, a Delaware limited liability company, relating to the District (the “Reimbursement Agreement”); and

WHEREAS, the Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the Act.

WHEREAS, the City Council hereby finds and determines that these actions are in the best interests of the residents of the City.

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

SECTION 1. The findings and premises contained in the recitals above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

SECTION 2. The Reimbursement Agreement attached hereto as **Exhibit A**, is approved and the Mayor or City Manager is authorized to execute such Reimbursement Agreement on behalf of the City.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank]

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE THIS THE
2nd DAY OF JANUARY, 2024.**

CITY OF KYLE,

Travis Mitchell, Mayor

ATTEST:

Jennifer Kirkland, City Secretary

(CITY SEAL)

Exhibit A to Resolution
Reimbursement Agreement

**SAVANNAH RANCH PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

This Savannah Ranch Public Improvement District Reimbursement Agreement (this “**Reimbursement Agreement**”) is executed between the City of Kyle, Texas (the “**City**”) and Toll Southwest, LLC, a Delaware limited liability company (the “**Developer**”) to be effective as of December 19, 2023 (individually referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the Blanco River Ranch (Phase Two Residential – Savannah District) Development Agreement recorded in the Records of Hays County on April 29, 2022 under file number 22021442 as the same has been and may be amended from time to time (the “**Development Agreement**”); and

WHEREAS, on March 1, 2022, the City Council passed and approved Resolution No. 1296 (the “**Creation Resolution**”) creating the Savannah Ranch Public Improvement District (the “**District**”) encompassing approximately 201.377 acres of land described by metes and bounds attached to said Creation Resolution (the “**District Property**”); and

WHEREAS, the purpose of the District is to finance public improvements (the “**Authorized Improvements**”) as provided by Chapter 372, Texas Local Government Code, as amended (the “**Act**”) that promote the interests of the City and confer a special benefit on the Improvement Area Assessed Property (as defined below); and

WHEREAS, the District Property is being developed in multiple phases, and it is intended that special assessments will be levied against the Improvement Area Assessed Property within a phase of the development to pay the costs of Authorized Improvements that confer a special benefit on the Improvement Area Assessed Property within such phase (each an “**Improvement Area**”); and

WHEREAS, in the future the City intends to levy assessments against each respective Improvement Area within the District Property benefitted by the Authorized Improvements then being constructed within such Improvement Area (respectively, the “Improvement Area Assessments” and the “**Improvement Area Assessed Property**”) for the Authorized Improvements benefitting such Improvement Area; and

WHEREAS, the Parties intend for the portion of the costs of the Authorized Improvements serving each Improvement Area (“**Improvement Area Improvement Costs**”) to be financed under the terms of this Reimbursement Agreement; and

WHEREAS, the City will establish a fund segregated from all other funds of the City for the deposit of the Improvement Area Assessment Revenues (as defined herein) into separate

subaccounts corresponding to Improvement Area Assessment Revenues collected from each respective Improvement Area (the “**City Project Fund**”);

WHEREAS, before PID Bonds are issued, or in the event PID Bonds are never issued, amounts deposited in the City Project Fund shall be paid to Developer pursuant to a completed Reimbursement Payment Request (defined herein) and used solely to reimburse Developer for a portion of the Improvement Area Improvements Costs, plus interest, from the Improvement Area Assessment Revenues derived from that Improvement Area, as set forth in this Reimbursement Agreement; and

WHEREAS, the Parties agree that the City’s obligation to reimburse Developer for the Improvement Area Improvements Costs shall (i) only be paid from Improvement Area Assessments collected from the applicable Improvement Area Assessed Property once such Improvement Area Assessments are levied, (ii) are contingent upon the City levying such Improvement Area Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area Assessments.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “**WHEREAS**” clauses of this Reimbursement Agreement are true and correct, reflect the intent of the Parties, and create obligations of the Parties (unless otherwise stated therein or in the body of this Agreement), and each of which are incorporated as part of this Reimbursement Agreement for all purposes. All capitalized terms herein not otherwise defined shall have the same definitions reflected in the Development Agreement.
2. The City shall cause to be deposited into the City Project Fund all Improvement Area Assessments collected from land with an Improvement Area (“**Improvement Area Assessment Revenues**”) collected (including prepayments and amounts received from the foreclosure of liens but excluding delinquent collection costs and annual administrative costs of the PID).
3. Strictly subject to the terms, conditions, and requirements herein and solely from the amounts on deposit in the City Project Fund corresponding to the Improvement Area Assessment Revenues collected from a respective Improvement Area and proceeds of the PID Bonds issued by the City (if any), the City agrees to pay to Developer, and Developer shall be entitled to receive from the City, until the Maturity Date (as defined below), the amount equal to the Improvement Area Improvements Costs incurred by Developer and reflected in the Reimbursement Payment Request (as defined below) for Authorized Improvements dedicated to and accepted by the City in a respective Improvement Area (the “**Reimbursement Amount**”), plus interest on the Unpaid

Balance (as defined herein) in accordance with the terms of this Reimbursement Agreement until the year following the final payment of the applicable Improvement Area Assessments, (the “**Maturity Date**”). The Reimbursement Amount shall be payable to Developer solely from: (i) the Improvement Area Assessment Revenues deposited in the City Project Fund, (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of PID Bonds issued by the City and secured by the Improvement Area Assessment Revenues; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area Improvements Costs for each respective Improvement Area shall be approved by the City Council and shall represent the estimated cost of the Improvement Area Improvements, a portion of which the City intends to assess against the Improvement Area Assessed Property, by Improvement Area, for the Improvement Area Improvements which are eligible public improvements that are being undertaken and financed by the District for the special benefit of the applicable Improvement Area Assessed Property and that upon completion will be dedicated in fee and accepted by the City for on-going operation and maintenance. The unpaid Reimbursement Amount shall bear simple interest per annum at the lesser of 1) the interest rate on such series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Reimbursement Payment Request was filed, or 2) the interest rate approved by the City Council of the City in the ordinance levying the Improvement Area Assessments from which the PID Bonds shall be paid. If any portion of the Reimbursement Amount for the Improvement Area Improvement Costs for a respective Improvement Area remains unpaid after the City has elected to sell PID Bonds for that Improvement Area, the interest paid to Developer shall be the same as the interest rate on the PID Bonds for the respective Improvement Area. Reimbursement to Developer from the City Project Fund as set forth in this section shall be made pursuant to a completed reimbursement form (the “**Reimbursement Payment Request**”), as set forth in **Exhibit A** attached hereto. Interest shall accrue on each Reimbursement Amount from the later of: 1) final plat approval as evidenced by recording the final plat in the real property records of the County, and 2) the levy of Improvement Area Assessments securing such Reimbursement Amount.

4. The Reimbursement Amount, plus interest, as described above (collectively, the “**Unpaid Balance**”) is payable to Developer and secured under this Reimbursement Agreement solely as described in paragraph 3 above. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area Assessment Revenues and, as a result, is unable to make payments to Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default (both as defined herein) by the City under this Reimbursement Agreement. The City’s

obligation to pay the Unpaid Balance related to the Improvement Area Improvements constructed for the benefit of the applicable Improvement Area Assessed Property shall (i) only be paid from such Improvement Area Assessments levied in such Improvement Area and collected from such Improvement Area Assessed Property once such Improvement Area Assessments are levied, (ii) are contingent upon the City levying such Improvement Area Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area Assessments. This Reimbursement Agreement and/or any PID Bonds shall not and shall never give rise to or create:

- a. a charge against the general credit or taxing powers of the City or any other taxing unit; or
- b. a debt or other obligation of the City payable from any source of revenue, taxes (excepting TIRZ revenue), income, or properties of the City other than from the Improvement Area Assessments collected or from the net proceeds of any PID Bonds; or
- c. any obligation of the City to issue PID Bonds or other obligations; or
- d. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from (i) the Improvement Area Assessments collected, or (ii) from the net proceeds of any PID Bonds.

Notwithstanding the foregoing, if any portion of the Unpaid Balance for a particular Improvement Area remains unpaid after all PID Bond proceeds in the Project Fund (as defined in the applicable Indenture (as defined below) for the PID Bonds for that Improvement Area are expended, pursuant to the terms of the applicable Indenture, all District Property within that Improvement Area benefitted by the Improvement Area Improvements in that Improvement Area have had an Improvement Area Assessment levied thereon, and all Improvement Area Assessments levied in that Improvement Area have been pledged as security for the PID Bonds for that Improvement Area, the remaining Unpaid Balance for that Improvement Area shall be discharged and shall no longer be due and owing.

5. Within fifteen (15) business days of receipt of any Reimbursement Payment Request, the City shall either (i) approve and execute the Reimbursement Payment Request and forward the same for payment from those funds available in the City Project Fund, or (ii) in the event the City disapproves the Reimbursement Payment Request, give written notification to Developer of the City's disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved

only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall deliver such partially approved Reimbursement Payment Request for payment. Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse Developer for any Improvement Area Improvement Costs that are not accepted by the City or another governmental entity without the City's approval.

6. If PID Bonds are issued, the net proceeds of such PID Bonds shall be used, from time to time, first to pay the Unpaid Balance due to Developer under this Reimbursement Agreement for the costs of Improvement Area Improvements paid by Developer for the particular Improvement Area for which such PID Bonds were issued. If, after application of the net proceeds of such PID Bonds for that Improvement Area, any Improvement Area Improvements Costs for that particular Improvement Area remain unpaid, then Developer shall pay such cost.
7. If, after application of the net proceeds of any PID Bonds and/or cancellation of any remaining Unpaid Balance, both with respect to a particular Improvement Area, an Unpaid Balance due to the Developer with respect to an Improvement Area remains unpaid, all payments toward the Unpaid Balance due to the Developer shall be paid from amounts in the corresponding subaccount of the City Project Fund, if any. If, on the latest of the final payment of Improvement Area Assessments for an Improvement Area, any portion of the Unpaid Balance with respect to an Improvement Area remains unpaid, such Unpaid Balance shall be canceled if not already by operation of the last paragraph of Section 4 above. Once all Unpaid Balances, with respect to each Improvement Area, have been paid or canceled, then for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable.
8. Developer has the right to convey, transfer, assign, collaterally assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of Developer in and to payment of the Unpaid Balance, whether such payment is from (i) amounts paid from the City Project Fund, or (ii) net proceeds of any PID Bonds (any of the foregoing, a "**Transfer**," and the person or entity to whom the Transfer is made, a "**Transferee**"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after notice of the Transfer, including, for each Transferee, the information required by Section 16 below, is received by the City. The City may rely on any notice of a Transfer received from Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by Developer or any successor or assignee of Developer

- that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and Developer’s sole remedy shall be to seek the funds directly from the Transferee.
9. The inability or failure of the City to issue PID Bonds shall not constitute a Failure or Default under this Reimbursement Agreement.
 10. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from (i) amounts in the City Project Fund or (ii) net proceeds of any PID Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement. The Parties further agree that the City’s obligation under this Agreement to reimburse Developer for the Improvement Area Improvements Costs shall only be paid from (A) the PID Bonds, if issued, and/or (B) the Improvement Area Assessments collected from the Improvement Area Assessed Property, and such obligation (i) is contingent upon the City levying such Improvement Area Assessments, and (ii) will not be due and owing unless and until the City actually levies such Improvement Area Assessments.
 11. If Developer is in compliance with the Development Agreement and following the City’s inspection and approval of the Improvement Area Improvements and until PID Bonds are issued, if ever, there will be no conditions or defenses to the obligation of the City to use amounts in the City Project Fund to reimburse Developer.
 12. If Developer is in compliance with the Development Agreement, following the City’s inspection and approval of the Improvement Area Improvements and if PID Bonds are issued, there will be no conditions or defenses to the obligation of the City to use the net proceeds of any PID Bonds to pay the Unpaid Balance, with respect to the Improvement Area for which such PID Bonds were issued, and to pledge the applicable Improvement Area Assessment Revenues as security for such PID Bonds.
 13. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Reimbursement Agreement against Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of any Improvement Area Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of

property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

14. The City may consider issuing one or more series of PID Bonds to pay the Unpaid Balance; however, the Parties covenant and acknowledge that approval of the issuance of any future PID Bonds for a particular Improvement Area by the City Council is a governmental function within the City's sole discretion.
15. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.
16. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

To the City: Attn: City Manager
 City of Kyle, Texas
 Bryan Langley
 100 W. Center Street
 Kyle, Texas 78640

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

And to: Attn: Bond Counsel
 Stephanie Leibe
 Norton Rose Fulbright US LLP
 98 San Jacinto Boulevard, Suite 1100
 Austin, Texas 78701-4255

To the Developer: Attn: Ken Greenspan
Toll Southwest, LLC
1140 Virginia Drive
Fort Washington, PA 19034

And to: Attn: Mike Boswell
Toll Southwest, LLC
2555 SW Grapevine Parkway, Suite 100
Grapevine, Texas 76051

And to: Attn: Timothy Green
Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

17. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

18. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “**Failure**”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “**Default.**” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by Developer within the same time periods that are provided to Developer. The election by a Transferee to cure a Failure by Developer shall constitute a cure by Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement unless the Transferee agrees to be bound.

b. If Developer is in Default, the City shall have available all remedies at law or in equity.

c. If the City is in Default, Developer’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek

specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.

19. To the extent there is a conflict between this Reimbursement Agreement and any indenture for a series of PID Bonds (an "Indenture"), the Indenture for the future PID Bonds shall control as the provisions relate to the proceeds of the PID Bonds, or the collection and transfer of the Improvement Area Assessment Revenues.
20. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
21. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow Developer to enforce its remedies under this Reimbursement Agreement. The City acknowledges this is an agreement for the providing of goods and services unless no obligation is created under this Reimbursement Agreement pursuant to the application of Section 10 hereof.
22. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and Developer.
23. This Reimbursement Agreement may be amended only by written agreement of the Parties.
24. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.
25. The City shall have the right, during normal business hours and upon three (3) business days' prior written notice to Developer, to review all books and records of Developer pertaining to costs and expenses incurred by Developer with respect to any of the Improvement Area Improvements. For a period of two (2) years after completion of any Improvement Area Improvements, Developer shall maintain proper books of record and account for the construction of the Improvement Area Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.
26. The Parties agree that at any time after the execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This

provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.

27. No Boycott Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with Section 2271.002, Texas Government Code, as amended. As used in the foregoing verification, ‘boycott Israel,’ a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
28. Not a Listed Company. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following Divestment Statute Lists: “Scrutinized Companies with ties to Foreign Terrorist Organizations,” “Scrutinized Companies with ties to Iran,” or “Scrutinized Companies with ties to Sudan” of such officer’s internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, as amended. As used in this Section, Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
29. Verification Regarding Energy Company Boycotts. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2276.001(1), Texas Government Code by reference to Section 809.001, Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any

action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

30. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code, (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a

conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of _____, 2023.

CITY OF KYLE

By: _____
Name: _____
Title: Mayor

DEVELOPER

Toll Southwest, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A

REIMBURSEMENT PAYMENT REQUEST

REIMBURSEMENT REQUEST NO. _____

The undersigned is an agent for Toll Southwest, LLC, a Delaware limited liability company (the “Developer”) and requests reimbursement to Developer (or to the person designated in writing by Developer) from the City Project Fund for costs of the Improvement Area #__ Improvements providing a special benefit to property within Improvement Area #__ of the Savannah Ranch Public Improvement District (the “Improvement Area #__ Improvement Costs”) and accrued interest thereon.

In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The Improvement Area #__ Improvement Costs set forth in this Reimbursement Payment Request relate to Improvement Area #__ Improvement Costs that have previously been paid by Developer and such request in accordance with the provisions of the Savanna Ranch Public Improvement District Improvement District Reimbursement Agreement.
2. The amount requested to be paid pursuant to the Reimbursement Payment Request is \$_____ (consisting of \$_____ in Improvement Area #__ Improvement Costs and \$_____ in accrued interest).

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

TOLL SOUTHWEST, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Payment Request, acknowledges the Reimbursement Payment Request, and finds the Reimbursement Payment Request to be in order. After reviewing the Reimbursement Payment Request, the City approves the Reimbursement Payment Request to the extent set forth below and authorizes and directs payment in such amounts and from the accounts listed below, to Developer or other person designated by Developer in writing.

| Principal Amount to be paid from City Project Fund | Interest to be paid from the City Project Fund | Total Amount to be paid from the City Project Fund |
|----------------------------------------------------|------------------------------------------------|----------------------------------------------------|
| \$ _____ | \$ _____ | \$ _____ |

CITY OF KYLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Kyle Savannah Ranch Public Improvement District

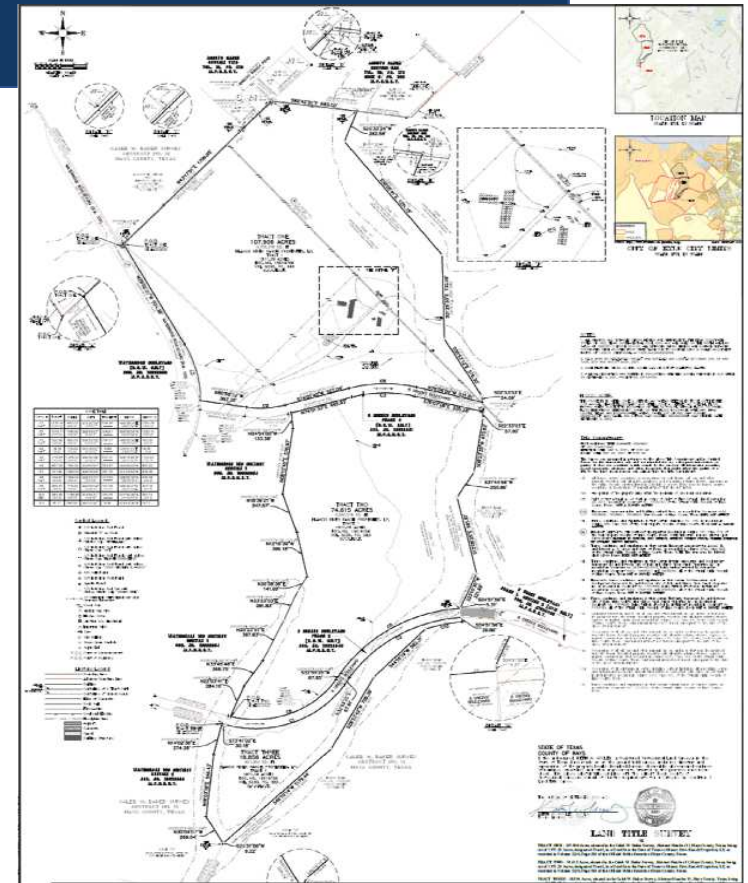
Stephanie Leibe, Norton Rose Fulbright US LLP



Savannah Ranch PID - Overview

- March 1, 2022 – City Council passed and approved Resolution No. 1296 creating the Savannah Ranch Public Improvement District (the "PID").
- April 19, 2022 – City Council passed and approved Resolution No. 1191, which created Tax Increment and Reinvestment Zone Number Three, City of Kyle, Texas ("TIRZ #3") and approved the Preliminary Project and Finance Plan for TIRZ #3. TIRZ #3 shares coterminal boundaries with the PID.
- The PID and TIRZ #3 will be utilized to finance the construction of certain public improvements in the PID by Toll Brothers (the "Developer").

Savannah Ranch PID – Page 2



Savannah Ranch PID – Current Steps

- Since public improvements will be dedicated to the City prior to PID bond issuance, the City and Developer will enter a PID Reimbursement Agreement.
- City Council may consider and pass the Resolution Authorizing the execution of a Reimbursement Agreement between the Developer and the City.

Savannah Ranch PID –Additional Steps

- Developer will continue to construct the public improvements and dedicate them to the City as they are completed, inspected, and accepted by the City.
- In Q3 of 2024, it is anticipated that the first series of PID Bonds for the PID will be issued.

Savannah Ranch PID

- Questions?



Savannah Ranch PID – Page 5



Mayor & Council Regularly Scheduled Meeting

DEPARTMENT: Planning

FROM: Stephanie Leibe, Norton Rose Fulbright, City's Bond Counsel

MEETING: Tuesday, January 2, 2024

SUBJECT:

Savannah Ranch Public Improvement District (the "PID")

SUMMARY:

The City has previously created the PID and TIRZ #3 which share coterminous boundaries. Tonight's action is to approve a resolution authorizing a reimbursement agreement. Pursuant to the reimbursement agreement, the developer may be reimbursed for the costs of public improvements constructed for the benefit of the PID and dedicated to the City. Reimbursement for the public improvements would be provided from either assessments levied and collected in the PID on a cash-flow basis or through the net proceeds of PID bonds issued by the City at a later date.

OPTIONS:

Approve, deny or amend the timeline.

RECOMMENDATION:

Approve the resolution as written.

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

3/1/22 – City Council passed and approved Resolution No. 1296 creating the PID

4/19/22 – City Council passed and approved Ordinance No. 1191 creating TIRZ #3 and approving the Preliminary Project and Finance Plan for TIRZ #3

FISCAL IMPACT:

STAFF CONTACT:

Name: Will Atkinson

Title: Director of Planning

watkinson@cityofkyle.com

512-233-1144



CITY OF KYLE, TEXAS

Dacy Lane/Bunton Creek Traffic Study

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: Receive a report, hold discussion, and consider directing staff to move forward with designing a roundabout or traffic signal at the intersection of Dacy Lane at Bunton Creek Road. ~ *Leon Barba, P.E., City Engineer*

Other Information: On September 20, 2022, the City Council approved Task Order No. 4 to Cobb, Fendley to perform traffic signal warrant studies at the intersection of Dacy Lane at Bunton Creek Road.

The report concluded traffic warrants were met.

On February 21, 2023, the City Council approved Task Order No. 6 to Cobb, Fendley to provide an analysis to determine the feasibility of installing a roundabout or traffic signal.

Legal Notes: N/A

Budget Information:

ATTACHMENTS:

Description

- Presentation
- Department Memo
- Traffic Memo from Cobb, Fendley

Dacy Lane at Bunton Creek Road – Roundabout vs. Signal

Summary Report

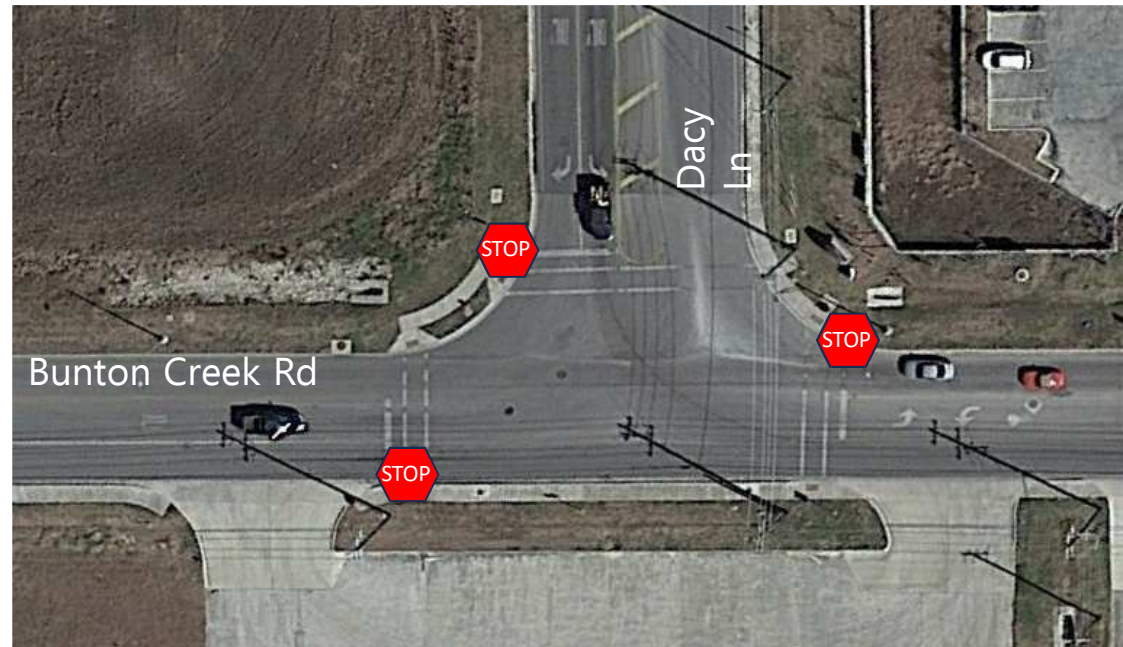
Engineering



History

- Intersection – All-Way Stop Controlled
 - 3 Lanes on Bunton Creek
 - 4 Lanes on Dacy Ln with Painted Median
- Previous Traffic Study
 - Finalized December 2022
 - Traffic Signal Warranted

Dacy Ln at Bunton Creek Rd 2



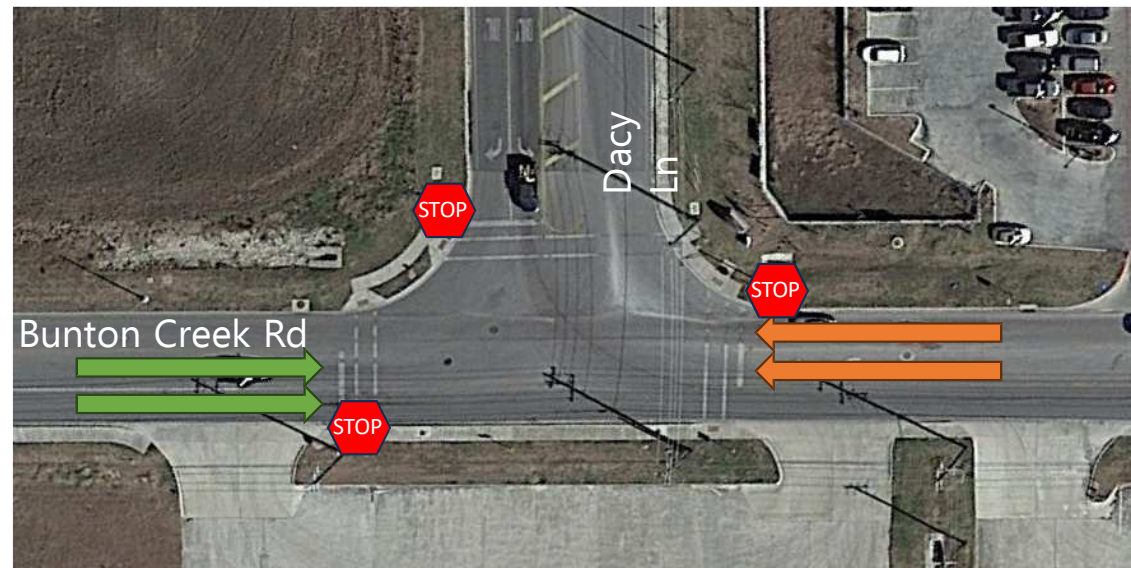
Summary

- CobbFendley was tasked with evaluating a **roundabout vs. a traffic signal** in 2023 per City of Kyle Ordinance
 - Drafted Preliminary Layouts
 - Evaluated Level of Service (LOS)
 - Developed Preliminary Cost Estimates and Schedules
 - Delivered Draft Report to City
 - Draft Report Review by City
 - Delivered Final Report to City

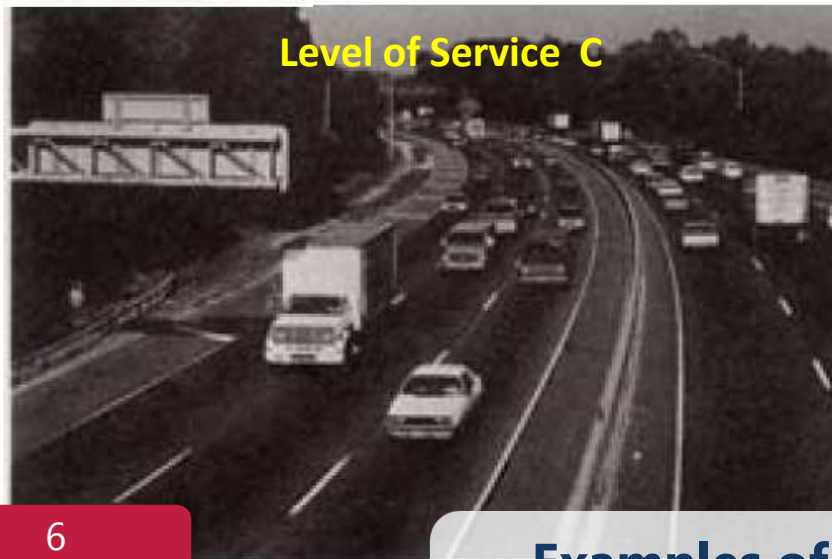
Existing Condition

- All-Way Stop Controlled
- Level of Service "F" in AM and PM Peak Hours
- Long Queue Lengths for **Westbound AM** and **Eastbound PM** Approaches

Dacy Ln at Bunton Creek Rd 4



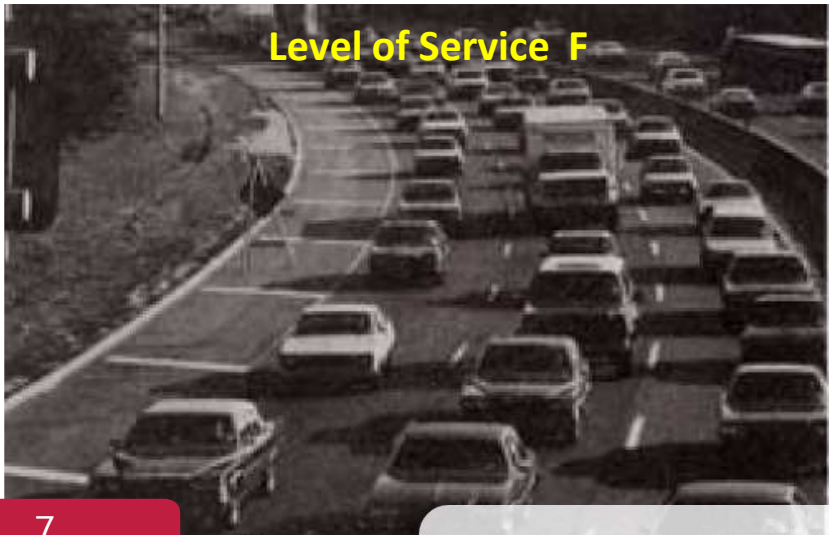
| Level of Service | General Operating Conditions |
|------------------|-----------------------------------------------------------------------------------------|
| A | Free flow, with low volumes and high speeds. |
| B | Reasonably free flow, but speeds beginning to be restricted by traffic conditions. |
| C | Stable flow, but most drivers are restricted in the freedom to select their own speeds. |
| D | Approaching unstable flow; drivers have little freedom to select their own speeds. |
| E | Unstable flow; may be short stoppages. |
| F | Forced or breakdown flow; unacceptable congestion; stop-and-go. |



Dacy Ln at Bunton Creek Rd

6

Examples of Level of Service

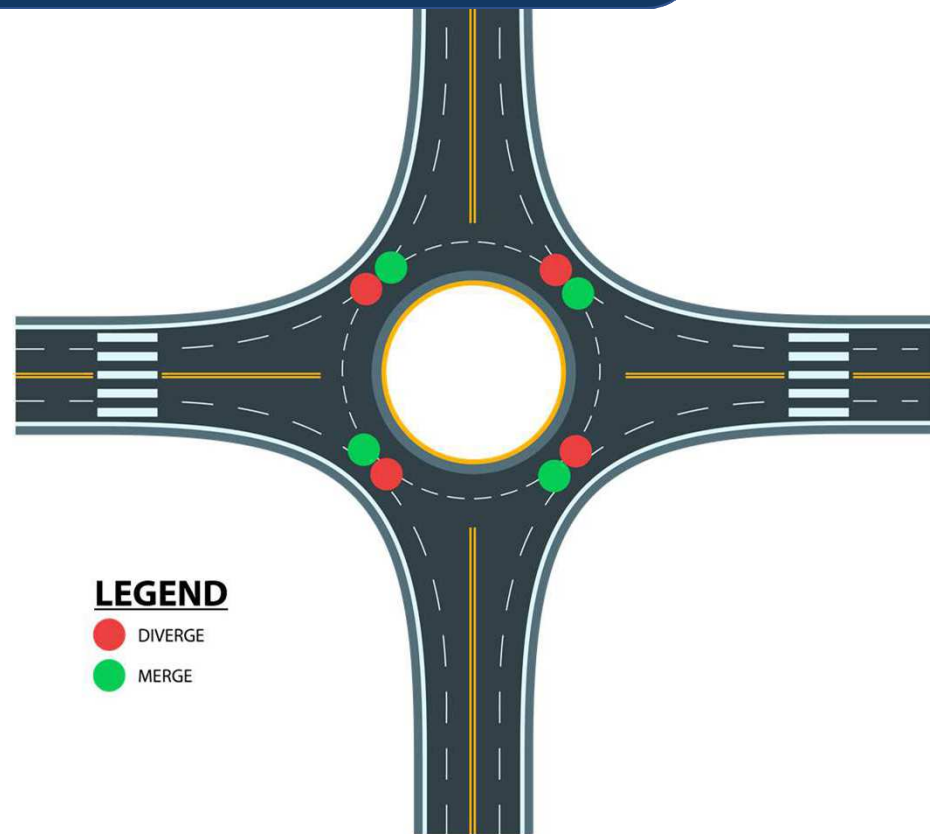


Dacy Ln at Bunton Creek Rd 7

Examples of Level of Service

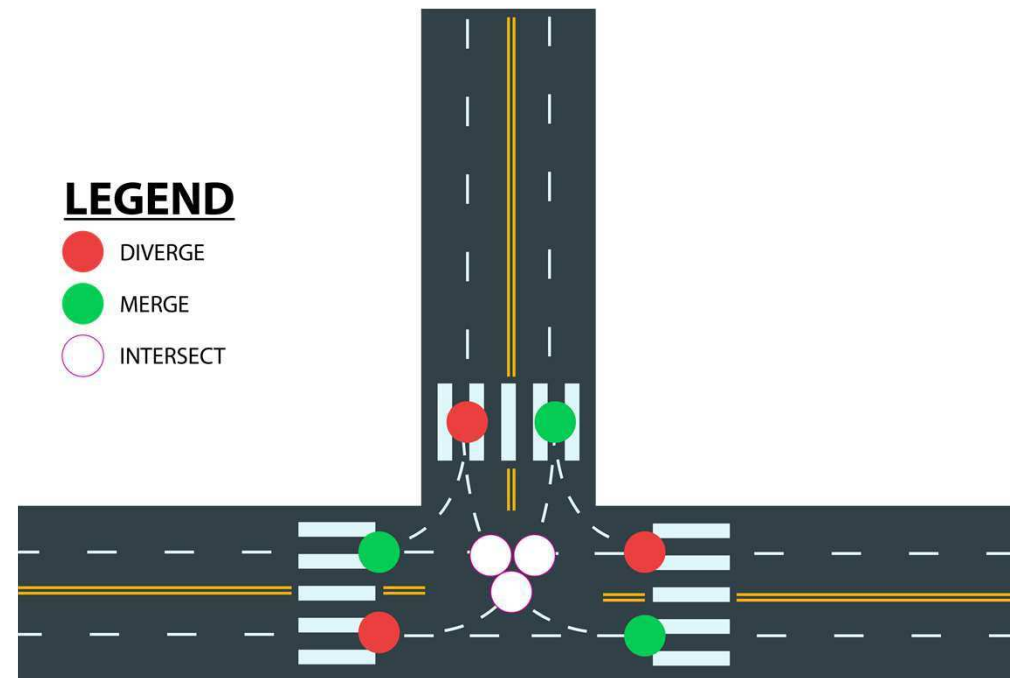
Roundabout Benefits & Impacts

- Benefits
 - Fewer Conflict Points
 - Lower Maintenance Costs
 - Speed Reduction
- Impacts
 - Existing Driveways
 - New Roundabout Users – Learning Curve
 - ROW and Utility Impacts
 - Longer Construction Schedule



Traffic Signal Benefits & Impacts

- Benefits
 - No Additional ROW Expected
 - Fewer Utility Relocations Needed
 - Added Pedestrian Crossings
 - Lower Construction Costs
 - Shorter Construction Schedule
- Impacts
 - Additional User Delay Time
 - Higher Speeds Leads To More Severe Crashes
 - More Conflict Points
 - Existing Overhead Electric Lines



Dacy Ln at Bunton Creek Rd 9

Proposed Layouts

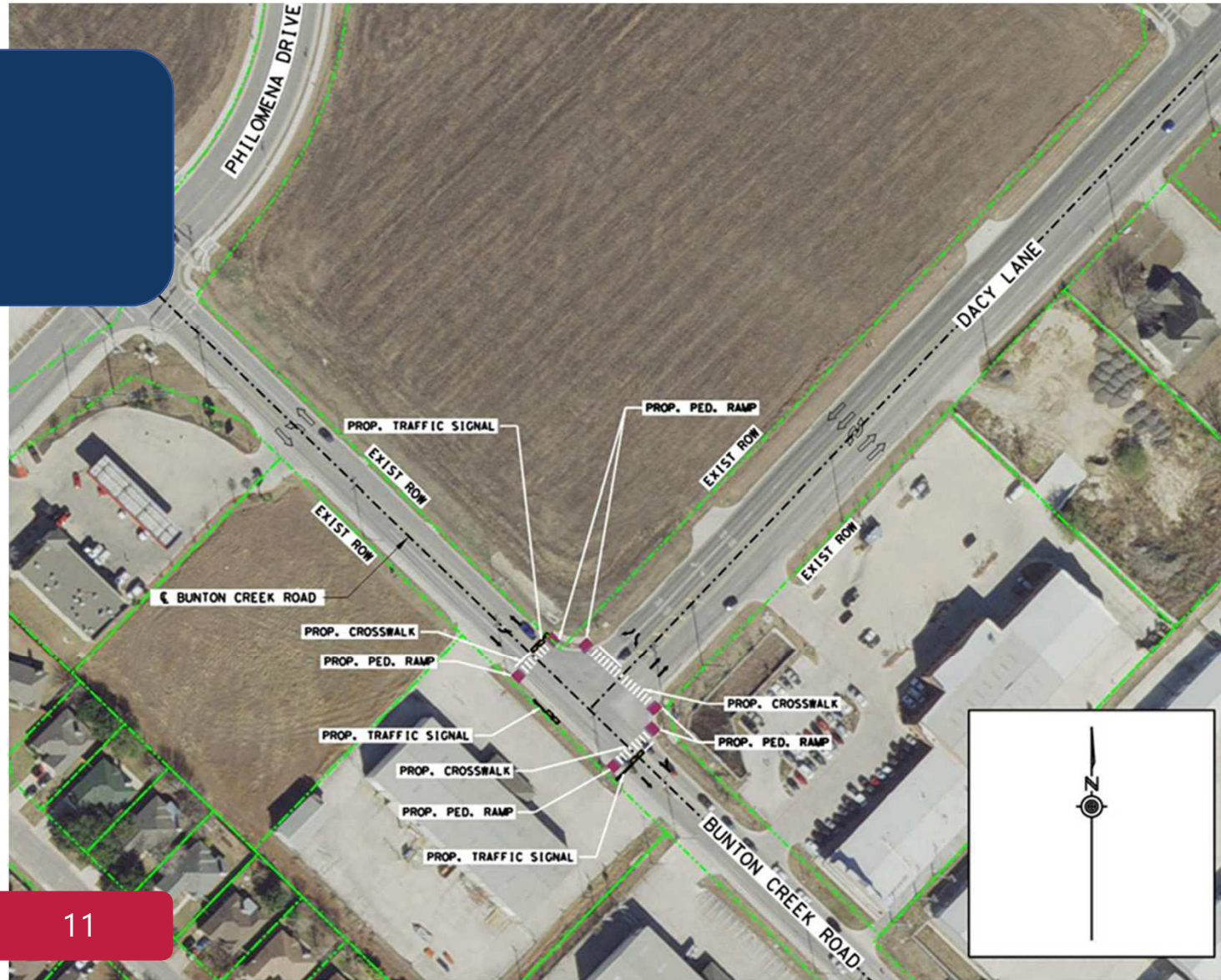
- Roundabout



Dacy Ln at Bunton Creek Rd 10

Proposed Layouts

- Traffic Signal



Dacy Ln at Bunton Creek Rd

11

Level of Service Analysis

| | Alternative 1 Roundabout | Alternative 2 Traffic Signal |
|-------------------|----------------------------------------------------------|----------------------------------------------------------|
| LOS Existing 2022 | AM: Acceptable LOS (LOS A) PM: Acceptable LOS (LOS A) | AM: Acceptable LOS (LOS B) PM: Acceptable LOS (LOS B) |
| LOS Future 2028 | AM: Acceptable LOS (LOS A) PM: Acceptable LOS (LOS A) | AM: Acceptable LOS (LOS B) PM: Acceptable LOS (LOS C) |

Dacy Ln at Bunton Creek Rd 12

Recommendation

- Cobb, Fendley & Associates recommends a roundabout based on level of service.

Construction Costs & Timeline

- Roundabout –
 - Estimated Costs \$5.2 Million
 - Estimated 32 Months Construction
 - ROW Acquisition and Utility Relocations Needed
- Traffic Signal
 - Estimated Costs \$530,000
 - Estimated 18 Months Construction

City Council Options

- Approve the design and construction of a roundabout
- Approve the design and construction of a traffic signal
- Do nothing
- Other recommendations?



City Council Regular Meeting

DEPARTMENT: Engineering Department

FROM: Leon Barba

MEETING: January 2, 2024

SUBJECT:

Receive report, hold discussion, and direct staff to move forward with designing a roundabout or traffic signal at the intersection of Dacy Lane at Bunton Creek Road.

SUMMARY:

Cobb, Fendley has completed their study to determine whether a roundabout or traffic signal would be recommended for the intersection at Dacy Lane at Bunton Creek Road.

OPTIONS:

- Approve the design and construction of a roundabout
- Approve the design and construction of a traffic signal
- Do nothing
- Other recommendations?

RECOMMENDATION:

Based on the projected level of service Cobb, Fendley recommends a roundabout based on level of service.

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

On September 20, 2022, the City Council approved Task Order No. 4 to Cobb, Fendley to perform traffic signal warrant studies at the intersection of Dacy Lane at Bunton Creek Road.

The report concluded traffic warrants were met.

On February 21, 2023, the City Council approved Task Order No. 6 to Cobb, Fendley to provide an analysis to determine the feasibility of installing a roundabout or traffic signal.

FISCAL IMPACT:

Fiscal impact will be determined by the option chosen by Council.



STAFF CONTACT:

Name: Leon Barba

Title: City Engineer

Email: lbarba@cityofkyle.com

Phone: 512-262-3958

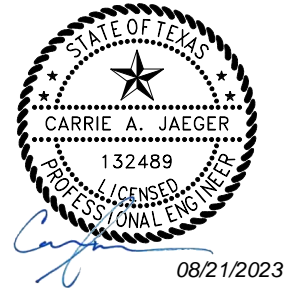
TECHNICAL MEMORANDUM

Date: August 21, 2023

To: Leon Barba, P.E. City Engineer
City of Kyle
[Submitted by email to <lbarba@cityofkyle.com>]

From: Carrie Jaeger, P.E., PTOE
Project Manager | Associate
Texas Licensed Professional Engineer No. 132489

Subject: Traffic Memo – Dacy Lane at Bunton Creek Rd Intersection Roundabout versus Traffic Signal Analysis



1.0 INTRODUCTION

Cobb, Fendley and Associates, Inc. was asked to perform a roundabout versus traffic signal analysis for the intersection of Dacy Lane at Bunton Creek Road located in the City of Kyle in Hays County, Texas. This technical memorandum summarizes the findings for this intersection.

2.0 PROJECT SITE

The project site is located in Kyle, Texas east of IH 35 in Hays County. Dacy Lane (CR 205) is an existing 5-lane (two lanes in each direction with a continuous center left turn lane), curb and gutter arterial roadway that runs northeast to southwest. It has a posted speed limit of 45 mph. Bunton Creek Road is an existing 3-lane (one lane in each direction with a continuous center left turn lane), curb and gutter, collector roadway that runs northwest to southeast. It has a posted speed limit of 45 mph in this area of the Dacy Lane Intersection but changes to 35 mph east of the intersection. These two roadways meet at a T-intersection that is all-way stop-controlled in 2022. A signal warrant was performed in 2022 and a traffic signal was warranted for this intersection. **Figure 2.1** shows the location of the intersection in this analysis. **Figure 2.2** shows the current layout of the intersection.



Figure 2.1: Intersection Location



Figure 2.2: Intersection Layout

Site Visit

A site visit was conducted in November 2022 and photos from that site visit can be seen in **Attachment 1**.

3.0 TURNING MOVEMENT COUNTS

Turning movement counts (TMC) were performed on September 27, 2022, at the intersection of Dacy Lane and Bunton Creek Road for a period of 24 hours starting at 12:00 AM (see **Attachment 2**). The TMC at the intersection was recorded in 15-minute intervals. Traffic counts were performed by C.J. Hensch & Associates Inc. in September 2022 with a video camera that records the intersection for 24 hours. The data is then processed by C.J. Hensch & Associates Inc. to determine vehicle and pedestrian counts for each movement at that intersection.

4.0 TRAFFIC SIGNAL WARRANT ANALYSIS

A traffic signal warrant analysis was performed at the study intersection based on procedures outlined in the latest edition of the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*. In this analysis, the traffic data collected in September 2022 was used to evaluate the warrant analysis. No crashes were reported to the TxDOT Crash Records Information System (CRIS) in the last year between 2022 and 2023. One crash happened on August 9, 2021 and another crash happened on August 18, 2021. One was from driver inattention, and one was from a distraction in the vehicle, both of which are considered non-correctable crashes. The intersection met warrants and a traffic signal was recommended.

5.0 SIGNAL AND ROUNDABOUT LAYOUT

Two preliminary layouts for this intersection were developed. One was a roundabout (**Figure 5.1**) and the second one was a traffic signal (**Figure 5.3**). As can be seen in the figure on the next page, the roundabout would require extensive modifications to the existing roadway network, additional ROW acquisition, drainage modifications (**Figure 5.2**), and utility relocations. The traffic signal installation would not require any additional ROW acquisition, drainage modifications, or utility relocations.

If a roundabout is installed at this location, several existing driveways will be impacted due to their proximity to the roundabout. A thru lane was added to this roundabout to give access to the existing driveway at 1080 Bunton Creek Road. This will alter this driveway from a full access driveway to a right-in/right-out driveway. In addition to this, two existing driveways at 1030 Bunton Creek Road (Bread Basket) and 1101 Bunton Creek Road (Gemstone Palace retail center) would need to be modified to a right-in right-out operation due to their proximity to the roundabout. Or if the

property owner allows, the driveway for the Gemstone Palace retail center could be shifted to the northeast to better align and possibly allow full access to that driveway. The placement of the roundabout would also require the westbound approach at Philomena Drive to slightly skew. It is assumed that all utilities under the roundabout will need to be relocated prior to construction, including City of Kyle water and wastewater, Centerpoint gas, Grande communications, and Texas Gas.



Figure 5.1: Preliminary Roundabout Layout

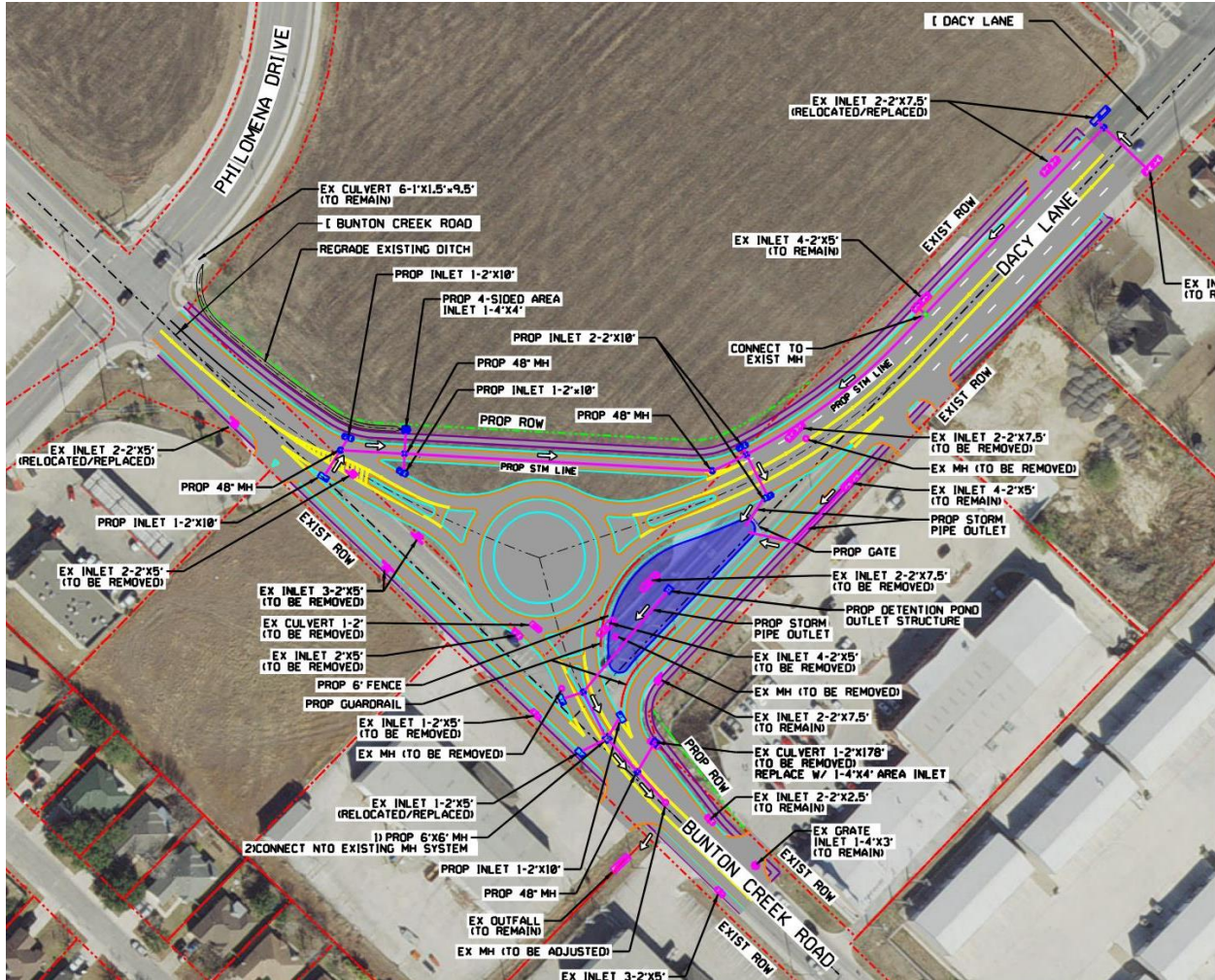


Figure 5.2: Preliminary Roundabout Drainage Layout

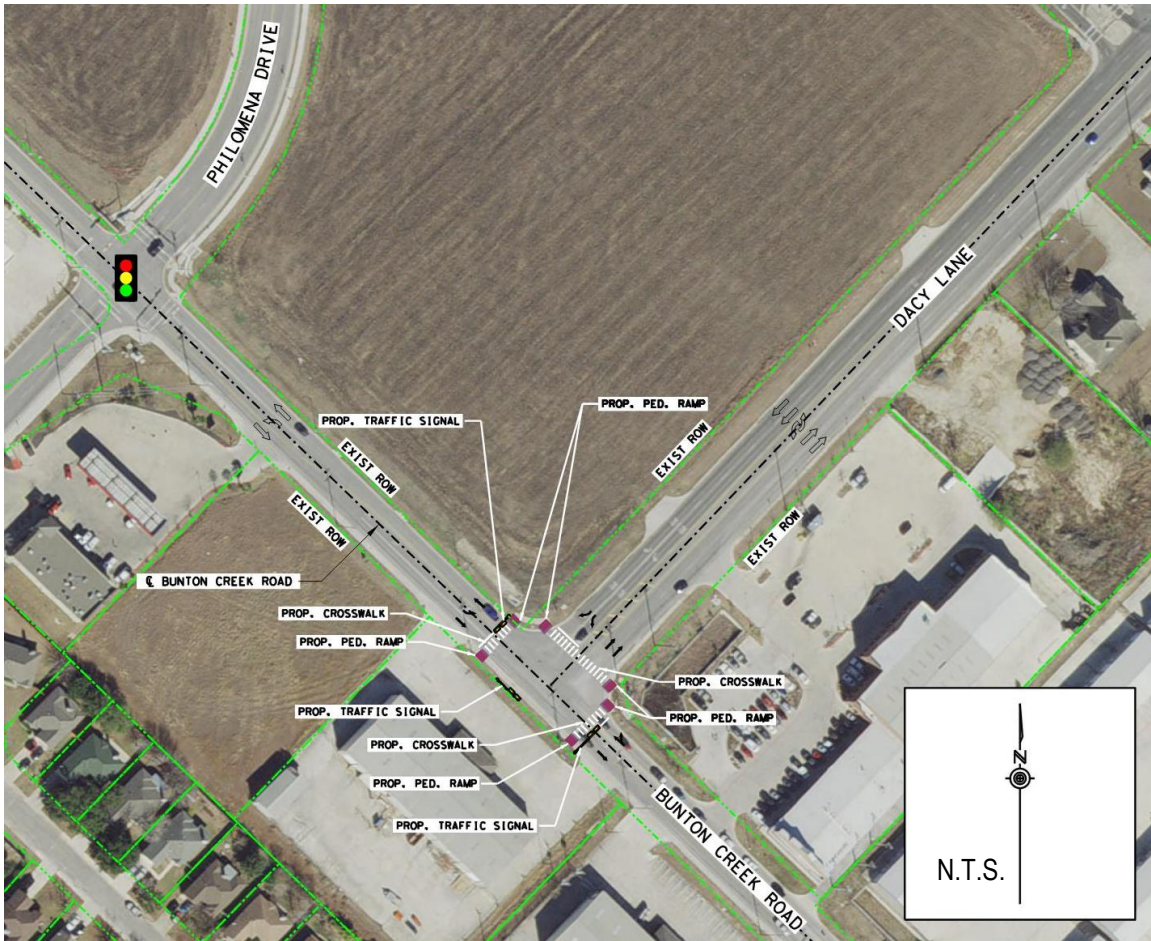


Figure 5.3: Preliminary Signal Layout

6.0 TRAFFIC ANALYSIS

Peak Hour Determination

The peak hours for the analysis were determined for this project. For the AM peak hour, 7:15 to 8:15 AM will be used and for the PM peak hour, 5:15 to 6:15 PM will be used as shown in **Table 6.1**.

Table 6.1 - Peak Hour Determination

| Locations | AM Peak Hour | PM Peak Hour |
|------------------------------------|-----------------------|-----------------------|
| Dacy Lane at Kyle Parkway | 7:15 - 8:15 AM | 5:15- 6:15 PM |
| Dacy Lane at Bunton Creek Road | 7:15 - 8:15 AM | 5:00- 6:00 PM |
| Bunton Creek Road at Lehman Road | 7:15 - 8:15 AM | 5:15- 6:15 PM |
| Peak Hour Used for Analysis | 7:15 - 8:15 AM | 5:15 - 6:15 PM |

Adjustment Factor for COVID19 Pandemic

At the time of the data collection, it is assumed that traffic volumes have normalized after the COVID19 pandemic and therefore no adjustment factor will be applied.

Level of Service and Capacity Analysis

An intersection level of service (LOS) analysis was performed for the intersections of Dacy Lane at Bunton Creek Road. The traffic volumes for each scenario were analyzed according to the Highway Capacity Manual (6th Edition) and LOS were determined for each movement for each scenario. The intersections of Dacy Lane at Bunton Creek Road is all-way stop-controlled intersections and Lehman Road at Bunton Creek Road has a temporary traffic signal. Dacy Lane at Kyle Parkway is a two-way stop-controlled intersection. Bunton Creek Road at Philomena Drive is a signalized intersection. All intersections were included in the same synchro file for the analysis. SimTraffic was used for the analysis. The SimTraffic file was calibrated to match as close as possible to field conditions and these adjustments were kept the same for all analysis scenarios and are the same adjustments used in the previous LOS analysis.

Levels of service are based on delay (seconds per vehicle) and vary based on intersection control. **Table 6.2** shows the analysis scenarios that were included in this report. **Table 6.3** and **Table 6.4** below depict the control delay thresholds for signalized and unsignalized intersections respectively. 2022 volumes were used for the analysis and were grown with a 4 percent growth rate to 2028 and used in the analysis and to be consistent with previous City direction.

Table 6.2: Analysis Scenarios

| Analysis Scenarios |
|-----------------------------------------|
| 2022 Existing – All-way stop-controlled |
| 2022 Existing – Traffic Signal |
| 2022 Existing – Roundabout |
| 2028 - Traffic Signal |
| 2028 - Roundabout |

Table 6.3: Signalized Intersection LOS

| LOS | Control Delay/Vehicle (s/veh) |
|-----|-------------------------------|
| A | ≤ 10 |
| B | > 10 and ≤ 20 |
| C | > 20 and ≤ 35 |
| D | > 35 and ≤ 55 |
| E | > 55 and ≤ 80 |
| F | > 80 |

Table 6.4: Unsignalized Intersection LOS

| LOS | Control Delay/Vehicle (s/veh) |
|-----|-------------------------------|
| A | < 10 |
| B | > 10 and ≤ 15 |
| C | > 15 and ≤ 25 |
| D | > 25 and ≤ 35 |
| E | > 35 and ≤ 50 |
| F | > 50 |

Tables 6.5 show the results of the capacity analysis for alternative 1 (roundabout) and alternative 2 (traffic signal) with the existing volumes for 2022 and for future 2028 volumes. As can be seen in the table below, both alternatives performed at an acceptable LOS for the existing volumes, but the roundabout is expected to perform at a LOS A in the future AM and PM scenario, while the signal is expected to perform at a LOS B and C for AM and PM peak periods.

Table 6.5: Level of Service Analysis for Dacy Lane at Bunton Creek Road

| Scenario | Analysis | Delay (s/veh) and Level of Service by Movement | | | | | | | | | | | | Int |
|---------------------------------------------------|----------------|------------------------------------------------|------|-------|------------|------|-------|-------------------|------|-------|-----------|-------|-------|-------|
| | | Dacy Lane | | | | | | Bunton Creek Road | | | | | | |
| | | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | |
| | | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | |
| Intersection Dacy Lane at Bunton Creek Road | | | | | | | | | | | | | | |
| AM Existing 2022 | Control Delay | - | - | - | 25.7 | - | 11.1 | 20.1 | 11.2 | - | - | 113.5 | 145.6 | 62.2 |
| | LOS | - | - | - | D | - | B | C | B | - | - | F | F | F |
| | 95% Queue (ft) | - | - | - | 210 | - | 135 | 158 | 107 | - | - | 1298 | 1298 | - |
| AM Proposed 2022 - Roundabout Alternative 1 | Control Delay | - | - | - | 3.1 | - | 1.6 | 3.6 | 1.6 | - | - | 5.0 | 2.0 | 3.3 |
| | LOS | - | - | - | A | - | A | A | A | - | - | A | A | A |
| | 95% Queue (ft) | - | - | - | 68 | - | 53 | 85 | 47 | - | - | 68 | 13 | - |
| AM Proposed 2022 - Signal Alternative 2 | Control Delay | - | - | - | 14.7 | - | 7.0 | 17.0 | 8.1 | - | - | 12.7 | 9.1 | 11.7 |
| | LOS | - | - | - | B | - | A | B | A | - | - | B | A | B |
| | 95% Queue (ft) | - | - | - | 159 | - | 101 | 161 | 119 | - | - | 195 | 147 | - |
| AM Proposed 2028 - Roundabout Alternative 1 | Control Delay | - | - | - | 4.3 | - | 4.8 | 5.1 | 2.3 | - | - | 6.3 | 2.2 | 4.3 |
| | LOS | - | - | - | A | - | A | A | A | - | - | A | A | A |
| | 95% Queue (ft) | - | - | - | 91 | - | 83 | 99 | 57 | - | - | 87 | 15 | - |
| AM Proposed 2028 - Signal Alternative 2 | Control Delay | - | - | - | 20.6 | - | 9.7 | 24.9 | 9.0 | - | - | 18.8 | 14.1 | 16.9 |
| | LOS | - | - | - | C | - | A | C | A | - | - | B | B | B |
| | 95% Queue (ft) | - | - | - | 218 | - | 136 | 201 | 231 | - | - | 379 | 181 | - |
| PM Existing 2022 | Control Delay | - | - | - | 181.4 | - | 15.1 | 20.1 | 18.8 | - | - | 236.8 | 236.9 | 132.0 |
| | LOS | - | - | - | F | - | C | C | C | - | - | F | F | F |
| | 95% Queue (ft) | - | - | - | 990 | - | 842 | 151 | 184 | - | - | 1429 | 1429 | - |
| PM Proposed 2022 - Roundabout Alternative 1 | Control Delay | - | - | - | 6.0 | - | 2.0 | 4.9 | 4.9 | - | - | 4.7 | 2.1 | 4.8 |
| | LOS | - | - | - | A | - | A | A | A | - | - | A | A | A |
| | 95% Queue (ft) | - | - | - | 138 | - | 43 | 87 | 78 | - | - | 68 | 9 | - |
| PM Proposed 2022 - Signal Alternative 2 | Control Delay | - | - | - | 18.1 | - | 5.3 | 15.1 | 10.0 | - | - | 18.4 | 7.6 | 13.3 |
| | LOS | - | - | - | B | - | A | B | B | - | - | B | A | B |
| | 95% Queue (ft) | - | - | - | 248 | - | 71 | 110 | 143 | - | - | 182 | 139 | - |
| PM Proposed 2028 - Roundabout Alternative 1 | Control Delay | - | - | - | 8.2 | - | 1.7 | 6.2 | 7.8 | - | - | 5.3 | 2.1 | 6.3 |
| | LOS | - | - | - | A | - | A | A | A | - | - | A | A | A |
| | 95% Queue (ft) | - | - | - | 180 | - | 45 | 92 | 134 | - | - | 76 | 9 | - |
| PM Proposed 2028 - Signal Alternative 2 | Control Delay | - | - | - | 34.1 | - | 7.5 | 20.7 | 12.0 | - | - | 23.3 | 9.2 | 20.3 |
| | LOS | - | - | - | C | - | A | C | B | - | - | C | A | C |
| | 95% Queue (ft) | - | - | - | 257 | - | 135 | 156 | 205 | - | - | 243 | 181 | - |

7.0 PRELIMINARY COSTS ESTIMATES

Preliminary cost estimate breakdown for a one lane roundabout with slip lanes (Alternative 1) can be found in **Attachment 4**. Preliminary cost estimate breakdown for a traffic signal with steel mast arm and poles (Alternative 2) can be found in **Attachment 4**. **Table 7.1** shows the preliminary estimated construction costs for the two alternatives. The estimated costs for the traffic signal is about a tenth of the costs for the roundabout. It should also be noted that the traffic signal will require future maintenance expenses that the roundabout will not require, i.e. electrical power, replacement of burned out lights on signal heads, etc.

Table 7.1: Preliminary Estimated Costs

| Cost Estimate | Alternative 1 Roundabout | Alternative 2 Traffic Signal |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------|
| Roadway/Drainage | \$ 2,387,281 | \$ 20,000 |
| Signal | \$ - | \$ 261,938 |
| Signing/Striping | \$ 47,746 | \$ 5,000 |
| Traffic Control Plan | \$ 238,728 | \$ 20,000 |
| Erosion Control / SW3P | \$ 47,746 | \$ 5,239 |
| Construction Subtotal | \$ 3,061,317 | \$ 292,177 |
| ROW/Esmt Acquisition* | \$ 368,848 | - |
| Engineering Design/Const | \$ 350,000 | \$ 95,000 |
| Subtotal | \$ 3,780,165 | \$ 387,177 |
| Mobilization (5%) | \$ 189,008 | \$ 19,359 |
| Contingency (30%) | \$ 1,190,752 | \$ 121,961 |
| Total | \$ 5,159,925 | \$ 528,498 |
| *ROW/Esmt costs are based on Hays County Appraisal District only. No appraisal has been completed for this location. | | |

8.0 PRELIMINARY SCHEDULES

Alternative 1 – Roundabout

Figure 8.1 shows the estimated schedule for the design, bidding, and construction of a roundabout at this intersection. ROW acquisition is estimated to take 8 months and utility relocations are estimated to take 12 months. The estimated time frame is 29 months for design, bid, and construction.

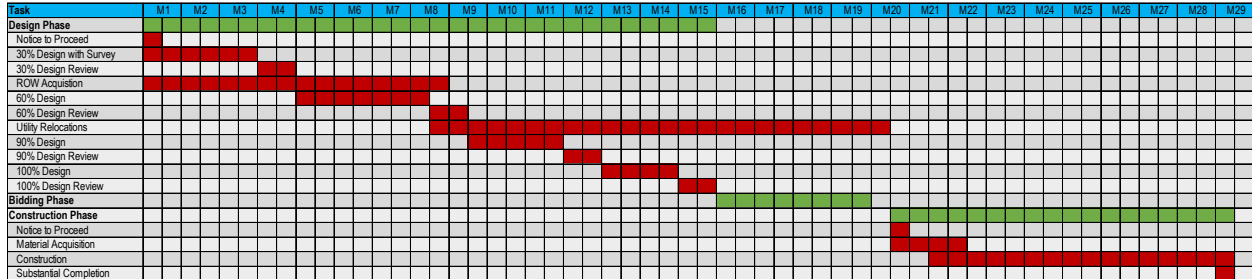


Figure 8.1: Preliminary Roundabout Schedule

Alternative 2 – Signal with Metal Poles

Figure 8.2 shows the estimated schedule for the design, bidding, and construction of a traffic signal with steel mast arms, poles and underground conduit. This assumes all materials including the poles with mast arms, cabinet, and controller can be obtained in 7 months. The estimated time frame is 18 months.

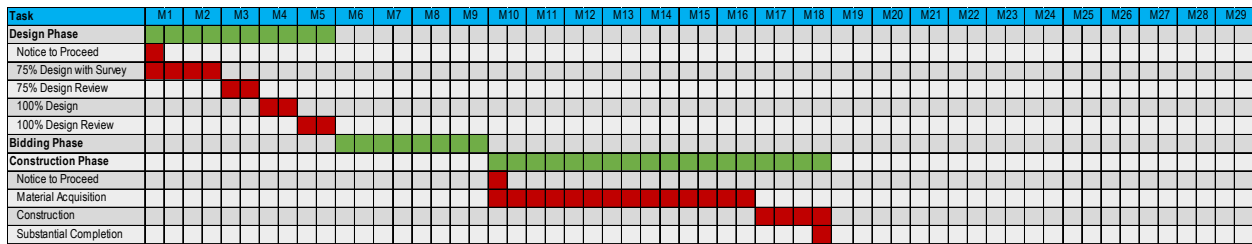


Figure 8.2: Design and Construction Schedule for a Signal with Metal Poles and Conduit

The schedules above are for information purposes, and they can be adjusted with shorter review times, purchasing materials prior to bidding out construction, etc.

9.0 CONFLICT POINTS

Conflict points exist where any two vehicle paths intersect, merge, or diverge. When the number of conflict points on a roadway are reduced, the safety potential of that roadway increases. The most severe crashes (head on and right-angle collisions) occur at intersecting conflict points and are related to left turn movements.

A typical 4-way intersection with a traffic signal or stop-controlled has 32 conflict points as shown in **Figure 9.1**. A typical 3-way intersection with a traffic signal or stop-controlled has 9 conflict points as shown in **Figure 9.2**. A one lane roundabout has 8 conflict points and they are merging and diverging conflict points as shown in **Figure 9.3**. A two-lane roundabout has 24 conflict points as shown in **Figure 9.4**.

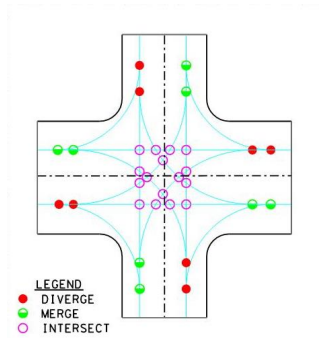


Figure 9.1: Conflict Points for a 4-way intersection

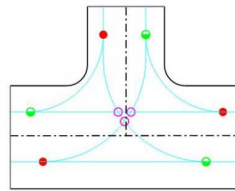


Figure 9.2: Conflict Points for a 3-way intersection

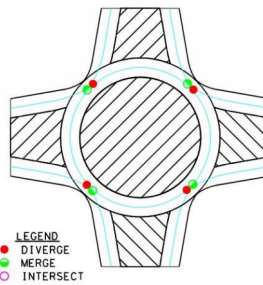


Figure 9.3: Conflict Points for a 1 Lane Roundabout

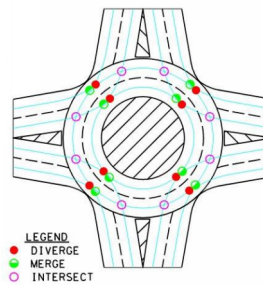


Figure 9.4: Conflict Points for a 2 Lane Roundabout

10.0 PEDESTRAIN MOBILITY

Signalized intersections and roundabouts are two types of traffic control systems used in the City of Kyle. Each has its advantages and disadvantages when it comes to pedestrian access and safety and should be considered holistically along with other considerations. For a signalized intersection, there are several advantages for pedestrian access and mobility.

- Pedestrian crossings are well-defined and delineated, which makes pedestrians more visible to drivers.
- Signalized intersections often have crosswalks with pedestrian signals, which provides clear guidance to pedestrians on when it is safe to cross. Audible Pedestrian Systems use sounds and voice messages for vision-impaired pedestrians.
- Refuge islands are often present in large signalized intersections, providing a safe place for pedestrians to pause and wait before crossing the road.

There are several disadvantages to a signalized intersection with regards to pedestrian mobility.

- Pedestrians may be tempted to cross against the signal if they believe it is safe, which can lead to pedestrian and vehicle collisions.
- Signalized intersections can be more dangerous for pedestrians because they encourage vehicles to travel at higher speeds. Higher speeds in crashes can lead to more severe injuries in pedestrian and vehicle collisions as can be seen in **Figure 10.1**.

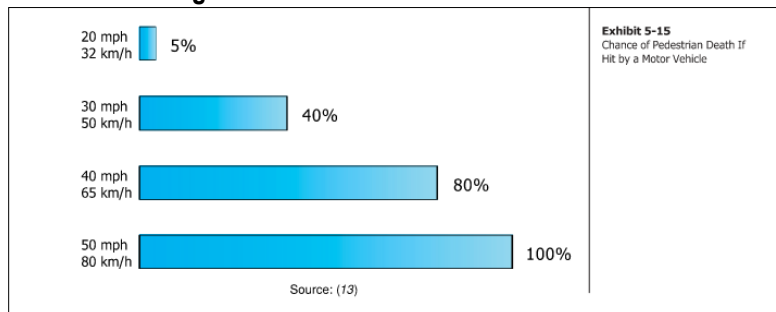


Figure 10.1: Chance of Pedestrian Death if Hit by a Motor Vehicle (NCHRP Report 672 Exhibit 5-15)

- Non-directional ramps may confuse vision-impaired pedestrians to cross the street at a non-perpendicular direction.

For a roundabout, there are several advantages for pedestrian access and mobility.

- Roundabouts reduce vehicle travel speed significantly, making them safer for pedestrians. Lower speeds have been shown to lead to less severe injuries in pedestrian and vehicle collisions. (See **Figure 10.1**)
- Crosswalks are typically located at every leg of the roundabout, away from the intersection making it easier for pedestrians to navigate the intersection.
- Crosswalks are typically shorter lengths, leading to a shorter time that the pedestrian is exposed to vehicles.
- There are refuge islands for pedestrians to use to cross so that the pedestrian typically only has to cross traffic coming from one direction at a time.

There are several disadvantages to a roundabout intersection with regards to pedestrian mobility.

- Crosswalks at roundabouts may be less visible to drivers as they are set back from the roundabout, increasing the risk of crashes.
- Pedestrian crossings at roundabouts do not have pedestrian signals and have no audible sounds for the visually impaired user, making it difficult for pedestrians to determine when it is safe to cross.
- Refuge islands may not be present in all roundabouts, leaving pedestrians with no safe place to pause and wait before continuing their crossing.
- Typically, drivers will yield more frequently on roundabout entry than for the roundabout exit.

- Yield rates of drivers to pedestrians are higher at single lane roundabouts vs multi lane roundabouts.
- Vehicles may impede the crosswalk location as they are set back from the roundabout.

In summary, signalized intersections and roundabouts each have their advantages and disadvantages when it comes to pedestrian access and safety. While signalized intersections may provide more clearly marked crossings and pedestrian signals, roundabouts have slower vehicle speeds and offer more frequent pedestrian crossings opportunities.

11.0 CONCLUSIONS

The analysis of the intersection of Dacy Lane and Bunton Creek Road compares the Level of Service, anticipated construction costs, and mobility and pedestrian access for a roundabout versus a signal. **Table 11.1** shows the summary of the Level of Service analysis and anticipated costs and impacts of the roundabout and the traffic signal for the intersection. The information provided in this analysis is provided to the City of Kyle for their use in determining next steps.

Based on the anticipated design, construction, and ROW acquisition costs, Level of Service analysis, utility impacts, and property owner impacts, a traffic signal is a lower initial costs and construction timeline, but a roundabout is expected to operate at a better LOS and have lower maintenance costs. A roundabout is recommended for this intersection, but the ultimate decision resides with the City of Kyle.

Table 11.1: Analysis Summary

| Traffic Analysis Summary | | |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| | Alternative 1 Roundabout | Alternative 2 Traffic Signal |
| LOS Existing 2022 | AM: Acceptable LOS (LOS A)* PM: Acceptable LOS (LOS A)* | AM: Acceptable LOS (LOS B)* PM: Acceptable LOS (LOS B)* |
| LOS Future 2028 | AM: Acceptable LOS (LOS A)* PM: Acceptable LOS (LOS A)* | AM: Acceptable LOS (LOS B)* PM: Acceptable LOS (LOS C)* |
| Construction Timeframe | Design: 20 months Bid: 4 months Construction: 8 months | Design: 5 months Bid: 4 months Construction: 9 months (7 months for procurement of materials, 2 months for construction) |
| Anticipated Design, Bid, & Construction Costs | \$5,160,000 | \$530,000 |
| ROW Costs | \$368,848** | None Anticipated |
| Property Owner Impacts | <ul style="list-style-type: none"> • Conversion of full access driveway for Gemstone Palace to right in-right out or possible realignment to the north. • Conversion of full access driveway for Bread Basket to right in-right out • Conversion of full access driveway for 1080 Bunton Creek Rd to right in-right out | None Anticipated |
| Utility Impacts | Utility relocation expected for City of Kyle Water and wastewater, Centerpoint Gas, Grande Communications, and Texas Gas. | None Anticipated |

Note:

* Level of Service (LOS) A, B, C, D are considered acceptable, LOS E and F are undesirable

** Based on Hays County Appraisal District Value only, No appraisal has been done for this parcel at this time

12.0 ATTACHMENTS

Included for your use and review with this memorandum are the following:

- Attachment 1 – Site Visit Photos
- Attachment 2 – Turning Movement Counts
- Attachment 3 – Synchro Reports
- Attachment 4 – Preliminary Cost Estimates

Attachment 1 – Site Visit Photos



Photo 1: Looking North at Bunton Creek Road and Dacy Lane



Photo 2: Looking North at Bunton Creek Road and Dacy Lane



Photo 3: Looking West at Bunton Creek Road and Dacy Lane



Photo 4: Looking South at Bunton Creek Road and Dacy Lane



Photo 5: Looking East at Bunton Creek Road and Dacy Lane



Photo 6: Looking West at Bunton Creek Road and Dacy Lane



Photo 7: Looking East at Bunton Creek Road and Dacy Lane

Attachment 2 – Turning Movement Counts

Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave., Pasadena, TX, 77503, US

| Leg Direction | Dacy Ln Southbound | | | | | Bunton Creek Rd Westbound | | | | | Bunton Creek Rd Eastbound | | | | Int |
|--------------------|--------------------|-----|---|-----|------|---------------------------|-----|---|-----|------|---------------------------|-----|-----|------|------|
| | R | L | U | App | Ped* | R | T | U | App | Ped* | T | L | App | Ped* | |
| 2022-09-27 12:00AM | 2 | 11 | 0 | 13 | 0 | 3 | 6 | 0 | 9 | 0 | 9 | 7 | 16 | - | 38 |
| 12:15AM | 2 | 9 | 0 | 11 | 0 | 3 | 3 | 0 | 6 | 0 | 8 | 3 | 11 | - | 28 |
| 12:30AM | 0 | 9 | 0 | 9 | 0 | 5 | 3 | 0 | 8 | 0 | 6 | 2 | 8 | - | 25 |
| 12:45AM | 0 | 4 | 0 | 4 | 0 | 0 | 2 | 0 | 2 | 0 | 3 | 2 | 5 | - | 11 |
| Hourly Total | 4 | 33 | 0 | 37 | 0 | 11 | 14 | 0 | 25 | 0 | 26 | 14 | 40 | - | 102 |
| 1:00AM | 0 | 12 | 0 | 12 | 0 | 2 | 4 | 0 | 6 | 0 | 1 | 1 | 2 | - | 20 |
| 1:15AM | 0 | 4 | 0 | 4 | 0 | 1 | 1 | 0 | 2 | 0 | 4 | 1 | 5 | - | 11 |
| 1:30AM | 0 | 6 | 0 | 6 | 0 | 1 | 3 | 0 | 4 | 0 | 2 | 1 | 3 | - | 13 |
| 1:45AM | 2 | 3 | 0 | 5 | 0 | 2 | 5 | 0 | 7 | 0 | 2 | 1 | 3 | - | 15 |
| Hourly Total | 2 | 25 | 0 | 27 | 0 | 6 | 13 | 0 | 19 | 0 | 9 | 4 | 13 | - | 59 |
| 2:00AM | 1 | 5 | 0 | 6 | 0 | 2 | 3 | 0 | 5 | 0 | 6 | 1 | 7 | - | 18 |
| 2:15AM | 1 | 3 | 0 | 4 | 0 | 1 | 2 | 0 | 3 | 0 | 0 | 0 | 0 | - | 7 |
| 2:30AM | 2 | 4 | 0 | 6 | 0 | 3 | 4 | 0 | 7 | 0 | 0 | 2 | 2 | - | 15 |
| 2:45AM | 2 | 2 | 0 | 4 | 0 | 1 | 3 | 0 | 4 | 0 | 0 | 0 | 0 | - | 8 |
| Hourly Total | 6 | 14 | 0 | 20 | 0 | 7 | 12 | 0 | 19 | 0 | 6 | 3 | 9 | - | 48 |
| 3:00AM | 1 | 3 | 0 | 4 | 0 | 2 | 3 | 0 | 5 | 0 | 1 | 1 | 2 | - | 11 |
| 3:15AM | 2 | 3 | 0 | 5 | 0 | 1 | 5 | 0 | 6 | 0 | 1 | 0 | 1 | - | 12 |
| 3:30AM | 2 | 2 | 0 | 4 | 0 | 1 | 9 | 0 | 10 | 0 | 3 | 0 | 3 | - | 17 |
| 3:45AM | 0 | 1 | 0 | 1 | 0 | 4 | 3 | 0 | 7 | 0 | 3 | 3 | 6 | - | 14 |
| Hourly Total | 5 | 9 | 0 | 14 | 0 | 8 | 20 | 0 | 28 | 0 | 8 | 4 | 12 | - | 54 |
| 4:00AM | 4 | 4 | 0 | 8 | 0 | 1 | 6 | 0 | 7 | 0 | 4 | 0 | 4 | - | 19 |
| 4:15AM | 3 | 3 | 0 | 6 | 0 | 5 | 15 | 0 | 20 | 0 | 1 | 0 | 1 | - | 27 |
| 4:30AM | 5 | 3 | 0 | 8 | 0 | 16 | 42 | 0 | 58 | 0 | 3 | 2 | 5 | - | 71 |
| 4:45AM | 3 | 4 | 0 | 7 | 0 | 13 | 36 | 0 | 49 | 0 | 2 | 2 | 4 | - | 60 |
| Hourly Total | 15 | 14 | 0 | 29 | 0 | 35 | 99 | 0 | 134 | 0 | 10 | 4 | 14 | - | 177 |
| 5:00AM | 2 | 10 | 0 | 12 | 0 | 15 | 40 | 0 | 55 | 0 | 3 | 4 | 7 | - | 74 |
| 5:15AM | 3 | 11 | 0 | 14 | 0 | 28 | 50 | 0 | 78 | 0 | 8 | 0 | 8 | - | 100 |
| 5:30AM | 12 | 21 | 0 | 33 | 0 | 28 | 39 | 0 | 67 | 0 | 8 | 8 | 16 | - | 116 |
| 5:45AM | 11 | 32 | 0 | 43 | 0 | 39 | 72 | 0 | 111 | 0 | 16 | 8 | 24 | - | 178 |
| Hourly Total | 28 | 74 | 0 | 102 | 0 | 110 | 201 | 0 | 311 | 0 | 35 | 20 | 55 | - | 468 |
| 6:00AM | 11 | 22 | 0 | 33 | 0 | 63 | 82 | 0 | 145 | 0 | 14 | 9 | 23 | - | 201 |
| 6:15AM | 17 | 23 | 0 | 40 | 0 | 79 | 71 | 0 | 150 | 0 | 14 | 13 | 27 | - | 217 |
| 6:30AM | 19 | 19 | 0 | 38 | 0 | 77 | 73 | 0 | 150 | 0 | 12 | 18 | 30 | - | 218 |
| 6:45AM | 37 | 35 | 0 | 72 | 0 | 78 | 73 | 0 | 151 | 0 | 15 | 33 | 48 | - | 271 |
| Hourly Total | 84 | 99 | 0 | 183 | 0 | 297 | 299 | 0 | 596 | 0 | 55 | 73 | 128 | - | 907 |
| 7:00AM | 57 | 26 | 0 | 83 | 0 | 72 | 78 | 0 | 150 | 0 | 22 | 28 | 50 | - | 283 |
| 7:15AM | 64 | 50 | 0 | 114 | 0 | 86 | 64 | 0 | 150 | 0 | 31 | 41 | 72 | - | 336 |
| 7:30AM | 40 | 48 | 0 | 88 | 0 | 84 | 54 | 0 | 138 | 0 | 34 | 67 | 101 | - | 327 |
| 7:45AM | 29 | 64 | 0 | 93 | 0 | 60 | 64 | 0 | 124 | 0 | 36 | 65 | 101 | - | 318 |
| Hourly Total | 190 | 188 | 0 | 378 | 0 | 302 | 260 | 0 | 562 | 0 | 123 | 201 | 324 | - | 1264 |
| 8:00AM | 29 | 77 | 0 | 106 | 0 | 66 | 62 | 0 | 128 | 0 | 43 | 39 | 82 | - | 316 |
| 8:15AM | 15 | 97 | 0 | 112 | 0 | 63 | 66 | 0 | 129 | 0 | 42 | 20 | 62 | - | 303 |
| 8:30AM | 19 | 61 | 0 | 80 | 0 | 73 | 67 | 0 | 140 | 0 | 30 | 19 | 49 | - | 269 |
| 8:45AM | 25 | 35 | 0 | 60 | 0 | 48 | 62 | 0 | 110 | 0 | 29 | 28 | 57 | - | 227 |
| Hourly Total | 88 | 270 | 0 | 358 | 0 | 250 | 257 | 0 | 507 | 0 | 144 | 106 | 250 | - | 1115 |
| 9:00AM | 14 | 45 | 0 | 59 | 0 | 42 | 54 | 0 | 96 | 0 | 33 | 20 | 53 | - | 208 |
| 9:15AM | 18 | 39 | 0 | 57 | 0 | 40 | 64 | 0 | 104 | 0 | 27 | 13 | 40 | - | 201 |
| 9:30AM | 15 | 38 | 0 | 53 | 0 | 36 | 47 | 0 | 83 | 0 | 29 | 13 | 42 | - | 178 |
| 9:45AM | 17 | 47 | 0 | 64 | 0 | 34 | 56 | 0 | 90 | 0 | 34 | 16 | 50 | - | 204 |
| Hourly Total | 64 | 169 | 0 | 233 | 0 | 152 | 221 | 0 | 373 | 0 | 123 | 62 | 185 | - | 791 |
| 10:00AM | 19 | 29 | 0 | 48 | 0 | 40 | 55 | 0 | 95 | 0 | 37 | 12 | 49 | - | 192 |
| 10:15AM | 24 | 38 | 0 | 62 | 0 | 37 | 56 | 0 | 93 | 0 | 29 | 15 | 44 | - | 199 |

| Leg Direction | Dacy Ln Southbound | | | | | Bunton Creek Rd Westbound | | | | | Bunton Creek Rd Eastbound | | | | Int |
|---------------|--------------------|-----|---|-----|------|---------------------------|-----|---|-----|------|---------------------------|-----|-----|------|------|
| | R | L | U | App | Ped* | R | T | U | App | Ped* | T | L | App | Ped* | |
| Time | | | | | | | | | | | | | | | |
| 10:30AM | 20 | 43 | 0 | 63 | 0 | 39 | 47 | 0 | 86 | 0 | 35 | 14 | 49 | - | 198 |
| 10:45AM | 13 | 55 | 0 | 68 | 0 | 34 | 52 | 0 | 86 | 0 | 26 | 16 | 42 | - | 196 |
| Hourly Total | 76 | 165 | 0 | 241 | 0 | 150 | 210 | 0 | 360 | 0 | 127 | 57 | 184 | - | 785 |
| 11:00AM | 13 | 40 | 0 | 53 | 0 | 44 | 45 | 0 | 89 | 0 | 37 | 14 | 51 | - | 193 |
| 11:15AM | 22 | 43 | 0 | 65 | 0 | 38 | 47 | 0 | 85 | 0 | 27 | 13 | 40 | - | 190 |
| 11:30AM | 19 | 61 | 0 | 80 | 0 | 41 | 41 | 0 | 82 | 0 | 25 | 19 | 44 | - | 206 |
| 11:45AM | 20 | 55 | 0 | 75 | 0 | 48 | 42 | 0 | 90 | 0 | 43 | 17 | 60 | - | 225 |
| Hourly Total | 74 | 199 | 0 | 273 | 0 | 171 | 175 | 0 | 346 | 0 | 132 | 63 | 195 | - | 814 |
| 12:00PM | 18 | 43 | 0 | 61 | 0 | 34 | 37 | 0 | 71 | 0 | 49 | 26 | 75 | - | 207 |
| 12:15PM | 12 | 58 | 0 | 70 | 0 | 49 | 58 | 0 | 107 | 0 | 33 | 11 | 44 | - | 221 |
| 12:30PM | 15 | 65 | 0 | 80 | 0 | 48 | 49 | 0 | 97 | 0 | 37 | 11 | 48 | - | 225 |
| 12:45PM | 19 | 44 | 0 | 63 | 0 | 46 | 44 | 0 | 90 | 0 | 36 | 18 | 54 | - | 207 |
| Hourly Total | 64 | 210 | 0 | 274 | 0 | 177 | 188 | 0 | 365 | 0 | 155 | 66 | 221 | - | 860 |
| 1:00PM | 18 | 57 | 0 | 75 | 0 | 44 | 52 | 0 | 96 | 0 | 36 | 15 | 51 | - | 222 |
| 1:15PM | 10 | 52 | 0 | 62 | 0 | 45 | 50 | 0 | 95 | 0 | 41 | 23 | 64 | - | 221 |
| 1:30PM | 18 | 61 | 0 | 79 | 0 | 45 | 53 | 0 | 98 | 0 | 43 | 21 | 64 | - | 241 |
| 1:45PM | 18 | 66 | 0 | 84 | 0 | 22 | 53 | 0 | 75 | 0 | 46 | 24 | 70 | - | 229 |
| Hourly Total | 64 | 236 | 0 | 300 | 0 | 156 | 208 | 0 | 364 | 0 | 166 | 83 | 249 | - | 913 |
| 2:00PM | 35 | 65 | 0 | 100 | 0 | 37 | 44 | 0 | 81 | 0 | 45 | 15 | 60 | - | 241 |
| 2:15PM | 19 | 63 | 0 | 82 | 0 | 43 | 47 | 0 | 90 | 0 | 46 | 17 | 63 | - | 235 |
| 2:30PM | 23 | 69 | 0 | 92 | 0 | 39 | 64 | 0 | 103 | 0 | 37 | 13 | 50 | - | 245 |
| 2:45PM | 27 | 60 | 0 | 87 | 0 | 56 | 76 | 0 | 132 | 1 | 34 | 21 | 55 | - | 274 |
| Hourly Total | 104 | 257 | 0 | 361 | 0 | 175 | 231 | 0 | 406 | 1 | 162 | 66 | 228 | - | 995 |
| 3:00PM | 28 | 77 | 0 | 105 | 0 | 46 | 65 | 0 | 111 | 0 | 60 | 26 | 86 | - | 302 |
| 3:15PM | 40 | 66 | 0 | 106 | 0 | 40 | 35 | 0 | 75 | 0 | 58 | 27 | 85 | - | 266 |
| 3:30PM | 43 | 73 | 0 | 116 | 0 | 44 | 51 | 0 | 95 | 0 | 49 | 18 | 67 | - | 278 |
| 3:45PM | 40 | 93 | 0 | 133 | 0 | 41 | 55 | 0 | 96 | 0 | 60 | 37 | 97 | - | 326 |
| Hourly Total | 151 | 309 | 0 | 460 | 0 | 171 | 206 | 0 | 377 | 0 | 227 | 108 | 335 | - | 1172 |
| 4:00PM | 33 | 76 | 0 | 109 | 0 | 34 | 49 | 0 | 83 | 0 | 67 | 67 | 134 | - | 326 |
| 4:15PM | 37 | 74 | 0 | 111 | 0 | 65 | 48 | 0 | 113 | 0 | 50 | 73 | 123 | - | 347 |
| 4:30PM | 27 | 66 | 0 | 93 | 0 | 52 | 70 | 0 | 122 | 0 | 59 | 63 | 122 | - | 337 |
| 4:45PM | 25 | 86 | 0 | 111 | 0 | 57 | 49 | 0 | 106 | 0 | 64 | 48 | 112 | - | 329 |
| Hourly Total | 122 | 302 | 0 | 424 | 0 | 208 | 216 | 0 | 424 | 0 | 240 | 251 | 491 | - | 1339 |
| 5:00PM | 34 | 89 | 0 | 123 | 0 | 43 | 59 | 0 | 102 | 0 | 61 | 38 | 99 | - | 324 |
| 5:15PM | 28 | 93 | 0 | 121 | 0 | 60 | 58 | 0 | 118 | 0 | 60 | 49 | 109 | - | 348 |
| 5:30PM | 26 | 101 | 0 | 127 | 0 | 53 | 50 | 0 | 103 | 0 | 65 | 42 | 107 | - | 337 |
| 5:45PM | 37 | 88 | 0 | 125 | 0 | 59 | 72 | 0 | 131 | 0 | 63 | 32 | 95 | - | 351 |
| Hourly Total | 125 | 371 | 0 | 496 | 0 | 215 | 239 | 0 | 454 | 0 | 249 | 161 | 410 | - | 1360 |
| 6:00PM | 24 | 88 | 0 | 112 | 0 | 48 | 64 | 0 | 112 | 0 | 62 | 24 | 86 | - | 310 |
| 6:15PM | 28 | 70 | 0 | 98 | 0 | 41 | 62 | 0 | 103 | 0 | 56 | 38 | 94 | - | 295 |
| 6:30PM | 19 | 101 | 0 | 120 | 0 | 52 | 57 | 0 | 109 | 0 | 66 | 32 | 98 | - | 327 |
| 6:45PM | 21 | 78 | 0 | 99 | 0 | 44 | 57 | 0 | 101 | 0 | 70 | 35 | 105 | - | 305 |
| Hourly Total | 92 | 337 | 0 | 429 | 0 | 185 | 240 | 0 | 425 | 0 | 254 | 129 | 383 | - | 1237 |
| 7:00PM | 15 | 82 | 0 | 97 | 0 | 45 | 38 | 0 | 83 | 0 | 54 | 16 | 70 | - | 250 |
| 7:15PM | 18 | 91 | 0 | 109 | 0 | 47 | 49 | 0 | 96 | 0 | 63 | 20 | 83 | - | 288 |
| 7:30PM | 13 | 56 | 0 | 69 | 0 | 59 | 70 | 0 | 129 | 0 | 62 | 19 | 81 | - | 279 |
| 7:45PM | 19 | 79 | 0 | 98 | 0 | 53 | 43 | 0 | 96 | 0 | 45 | 24 | 69 | - | 263 |
| Hourly Total | 65 | 308 | 0 | 373 | 0 | 204 | 200 | 0 | 404 | 0 | 224 | 79 | 303 | - | 1080 |
| 8:00PM | 9 | 66 | 0 | 75 | 0 | 41 | 40 | 0 | 81 | 0 | 45 | 24 | 69 | - | 225 |
| 8:15PM | 7 | 70 | 0 | 77 | 0 | 27 | 42 | 0 | 69 | 0 | 47 | 19 | 66 | - | 212 |
| 8:30PM | 13 | 56 | 0 | 69 | 0 | 28 | 33 | 0 | 61 | 0 | 45 | 17 | 62 | - | 192 |
| 8:45PM | 9 | 55 | 0 | 64 | 0 | 25 | 30 | 0 | 55 | 0 | 30 | 8 | 38 | - | 157 |
| Hourly Total | 38 | 247 | 0 | 285 | 0 | 121 | 145 | 0 | 266 | 0 | 167 | 68 | 235 | - | 786 |
| 9:00PM | 10 | 50 | 0 | 60 | 0 | 15 | 22 | 0 | 37 | 0 | 33 | 6 | 39 | - | 136 |
| 9:15PM | 8 | 50 | 0 | 58 | 0 | 12 | 16 | 0 | 28 | 0 | 31 | 9 | 40 | - | 126 |
| 9:30PM | 5 | 30 | 0 | 35 | 0 | 12 | 27 | 0 | 39 | 0 | 18 | 8 | 26 | - | 100 |
| 9:45PM | 7 | 38 | 0 | 45 | 0 | 17 | 20 | 0 | 37 | 0 | 27 | 6 | 33 | - | 115 |
| Hourly Total | 30 | 168 | 0 | 198 | 0 | 56 | 85 | 0 | 141 | 0 | 109 | 29 | 138 | - | 477 |
| 10:00PM | 5 | 27 | 0 | 32 | 0 | 17 | 13 | 0 | 30 | 0 | 21 | 7 | 28 | - | 90 |
| 10:15PM | 5 | 23 | 0 | 28 | 0 | 11 | 11 | 0 | 22 | 0 | 17 | 9 | 26 | - | 76 |

| Leg Direction | Dacy Ln Southbound | | | | | Bunton Creek Rd Westbound | | | | | Bunton Creek Rd Eastbound | | | | Int |
|---------------------------------------|--------------------|-------------|----------|-------------|----------|---------------------------|-------------|----------|-------------|----------|---------------------------|-------------|-------------|----------|--------------|
| | R | L | U | App | Ped* | R | T | U | App | Ped* | T | L | App | Ped* | |
| 10:30PM | 4 | 28 | 0 | 32 | 0 | 12 | 13 | 0 | 25 | 0 | 13 | 6 | 19 | - | 76 |
| 10:45PM | 5 | 18 | 0 | 23 | 0 | 3 | 14 | 0 | 17 | 0 | 17 | 7 | 24 | - | 64 |
| Hourly Total | 19 | 96 | 0 | 115 | 0 | 43 | 51 | 0 | 94 | 0 | 68 | 29 | 97 | - | 306 |
| 11:00PM | 3 | 24 | 0 | 27 | 0 | 3 | 10 | 0 | 13 | 0 | 7 | 11 | 18 | - | 58 |
| 11:15PM | 0 | 15 | 0 | 15 | 0 | 3 | 13 | 0 | 16 | 0 | 9 | 2 | 11 | - | 42 |
| 11:30PM | 2 | 12 | 0 | 14 | 0 | 4 | 8 | 0 | 12 | 0 | 5 | 3 | 8 | - | 34 |
| 11:45PM | 3 | 17 | 0 | 20 | 0 | 0 | 3 | 0 | 3 | 0 | 14 | 4 | 18 | - | 41 |
| Hourly Total | 8 | 68 | 0 | 76 | 0 | 10 | 34 | 0 | 44 | 0 | 35 | 20 | 55 | - | 175 |
| Total | 1518 | 4168 | 0 | 5686 | 0 | 3220 | 3824 | 0 | 7044 | 1 | 2854 | 1700 | 4554 | - | 17284 |
| % Approach | 26.7% | 73.3% | 0% | - | - | 45.7% | 54.3% | 0% | - | - | 62.7% | 37.3% | - | - | - |
| % Total | 8.8% | 24.1% | 0% | 32.9% | - | 18.6% | 22.1% | 0% | 40.8% | - | 16.5% | 9.8% | 26.3% | - | - |
| Lights | 1489 | 4079 | 0 | 5568 | - | 3131 | 3731 | 0 | 6862 | - | 2784 | 1676 | 4460 | - | 16890 |
| % Lights | 98.1% | 97.9% | 0% | 97.9% | - | 97.2% | 97.6% | 0% | 97.4% | - | 97.5% | 98.6% | 97.9% | - | 97.7% |
| Articulated Trucks | 6 | 24 | 0 | 30 | - | 34 | 37 | 0 | 71 | - | 25 | 2 | 27 | - | 128 |
| % Articulated Trucks | 0.4% | 0.6% | 0% | 0.5% | - | 1.1% | 1.0% | 0% | 1.0% | - | 0.9% | 0.1% | 0.6% | - | 0.7% |
| Buses and Single-Unit Trucks | 23 | 65 | 0 | 88 | - | 55 | 56 | 0 | 111 | - | 45 | 22 | 67 | - | 266 |
| % Buses and Single-Unit Trucks | 1.5% | 1.6% | 0% | 1.5% | - | 1.7% | 1.5% | 0% | 1.6% | - | 1.6% | 1.3% | 1.5% | - | 1.5% |
| Pedestrians | - | - | - | - | 0 | - | - | - | - | 1 | - | - | - | 0 | - |
| % Pedestrians | - | - | - | - | - | - | - | - | - | 100% | - | - | - | - | - |
| Bicycles on Crosswalk | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Bicycles on Crosswalk | - | - | - | - | - | - | - | - | - | 0% | - | - | - | - | - |

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

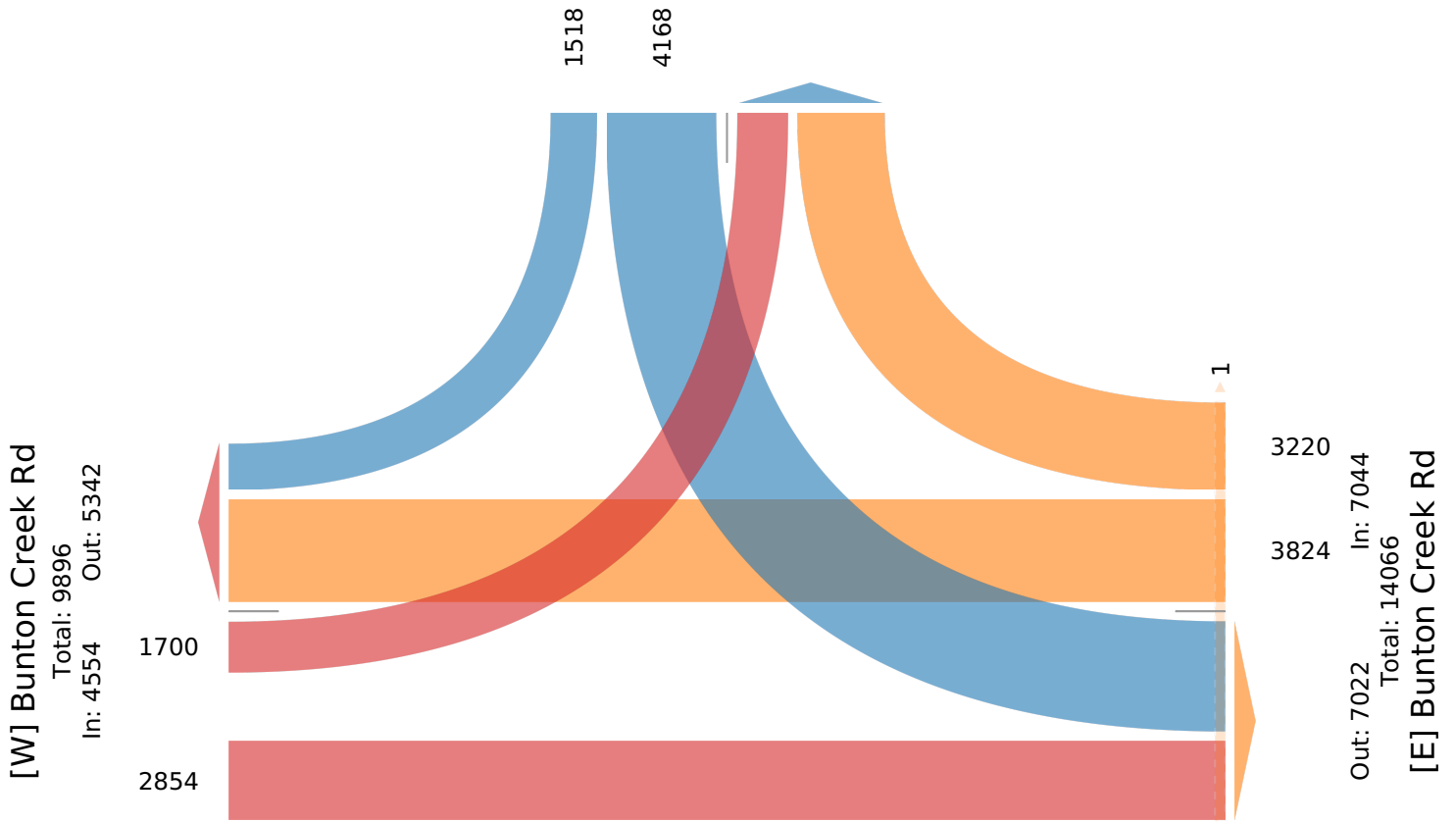
5215 Sycamore Ave., Pasadena, TX, 77503, US

[N] Dacy Ln

Total: 10606

In: 5686

Out: 4920



Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

AM Peak (Sep 27 2022 7:15AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave., Pasadena, TX, 77503, US

| Leg Direction | Dacy Ln Southbound | | | | | Bunton Creek Rd Westbound | | | | | Bunton Creek Rd Eastbound | | | | |
|---------------------------------------|--------------------|-------|----|-------|------|---------------------------|-------|----|-------|------|---------------------------|-------|-------|------|-------|
| Time | R | L | U | App | Ped* | R | T | U | App | Ped* | T | L | App | Ped* | Int |
| 2022-09-27 7:15AM | 64 | 50 | 0 | 114 | 0 | 86 | 64 | 0 | 150 | 0 | 31 | 41 | 72 | - | 336 |
| 7:30AM | 40 | 48 | 0 | 88 | 0 | 84 | 54 | 0 | 138 | 0 | 34 | 67 | 101 | - | 327 |
| 7:45AM | 29 | 64 | 0 | 93 | 0 | 60 | 64 | 0 | 124 | 0 | 36 | 65 | 101 | - | 318 |
| 8:00AM | 29 | 77 | 0 | 106 | 0 | 66 | 62 | 0 | 128 | 0 | 43 | 39 | 82 | - | 316 |
| Total | 162 | 239 | 0 | 401 | 0 | 296 | 244 | 0 | 540 | 0 | 144 | 212 | 356 | - | 1297 |
| % Approach | 40.4% | 59.6% | 0% | - | - | 54.8% | 45.2% | 0% | - | - | 40.4% | 59.6% | - | - | - |
| % Total | 12.5% | 18.4% | 0% | 30.9% | - | 22.8% | 18.8% | 0% | 41.6% | - | 11.1% | 16.3% | 27.4% | - | - |
| PHF | 0.633 | 0.776 | - | 0.879 | - | 0.860 | 0.953 | - | 0.900 | - | 0.837 | 0.791 | 0.881 | - | 0.965 |
| Lights | 160 | 233 | 0 | 393 | - | 291 | 241 | 0 | 532 | - | 142 | 209 | 351 | - | 1276 |
| % Lights | 98.8% | 97.5% | 0% | 98.0% | - | 98.3% | 98.8% | 0% | 98.5% | - | 98.6% | 98.6% | 98.6% | - | 98.4% |
| Articulated Trucks | 1 | 2 | 0 | 3 | - | 1 | 1 | 0 | 2 | - | 1 | 0 | 1 | - | 6 |
| % Articulated Trucks | 0.6% | 0.8% | 0% | 0.7% | - | 0.3% | 0.4% | 0% | 0.4% | - | 0.7% | 0% | 0.3% | - | 0.5% |
| Buses and Single-Unit Trucks | 1 | 4 | 0 | 5 | - | 4 | 2 | 0 | 6 | - | 1 | 3 | 4 | - | 15 |
| % Buses and Single-Unit Trucks | 0.6% | 1.7% | 0% | 1.2% | - | 1.4% | 0.8% | 0% | 1.1% | - | 0.7% | 1.4% | 1.1% | - | 1.2% |
| Pedestrians | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Pedestrians | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Bicycles on Crosswalk | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Bicycles on Crosswalk | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

AM Peak (Sep 27 2022 7:15AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

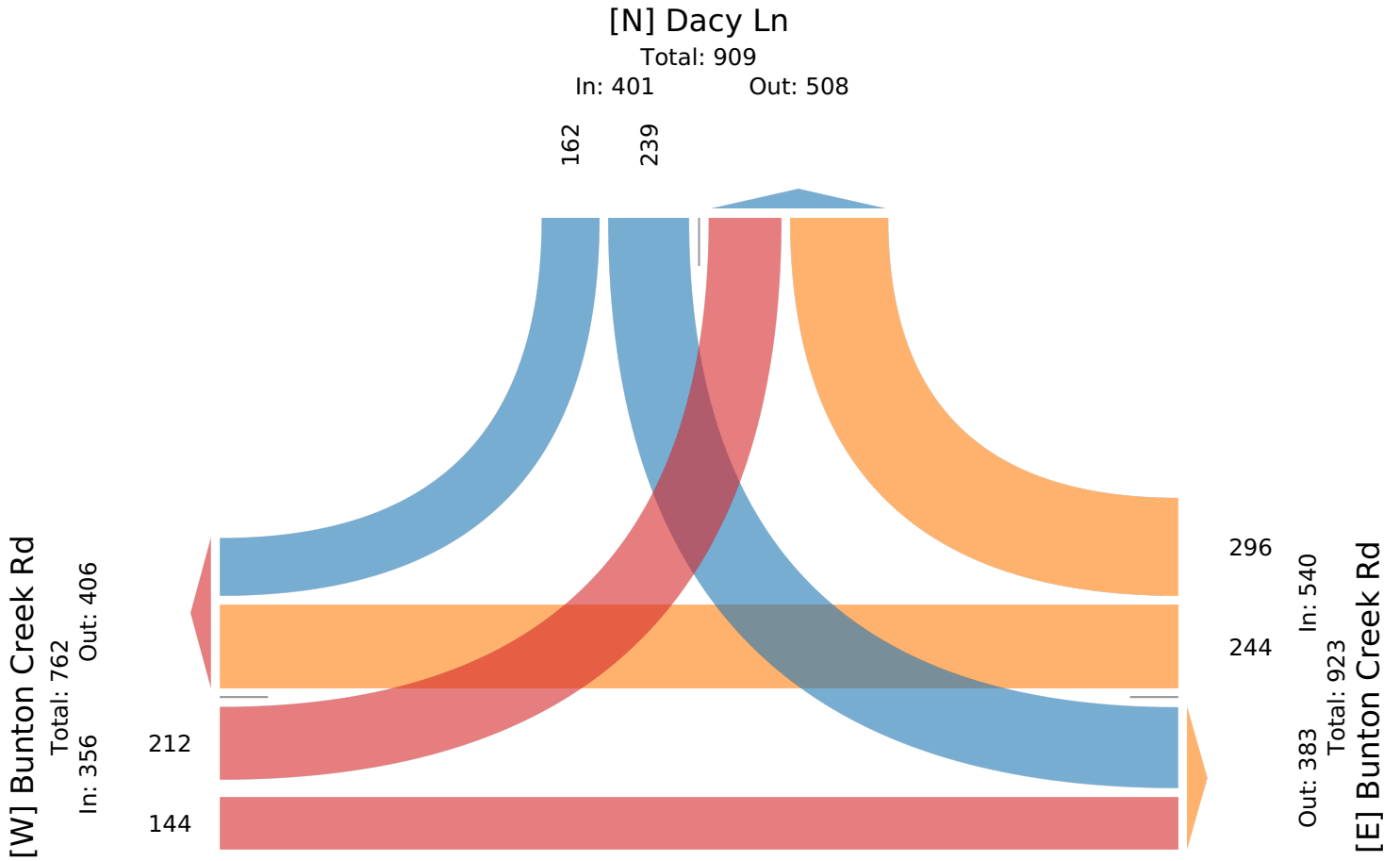
All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave., Pasadena, TX, 77503, US



Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

Midday Peak (Sep 27 2022 1PM - 2 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

| Leg Direction | Dacy Ln Southbound | | | | | Bunton Creek Rd Westbound | | | | | Bunton Creek Rd Eastbound | | | | Int |
|---------------------------------------|--------------------|-------|----|-------|------|---------------------------|-------|----|-------|------|---------------------------|-------|-------|------|-------|
| | R | L | U | App | Ped* | R | T | U | App | Ped* | T | L | App | Ped* | |
| 2022-09-27 1:00PM | 18 | 57 | 0 | 75 | 0 | 44 | 52 | 0 | 96 | 0 | 36 | 15 | 51 | - | 222 |
| 1:15PM | 10 | 52 | 0 | 62 | 0 | 45 | 50 | 0 | 95 | 0 | 41 | 23 | 64 | - | 221 |
| 1:30PM | 18 | 61 | 0 | 79 | 0 | 45 | 53 | 0 | 98 | 0 | 43 | 21 | 64 | - | 241 |
| 1:45PM | 18 | 66 | 0 | 84 | 0 | 22 | 53 | 0 | 75 | 0 | 46 | 24 | 70 | - | 229 |
| Total | 64 | 236 | 0 | 300 | 0 | 156 | 208 | 0 | 364 | 0 | 166 | 83 | 249 | - | 913 |
| % Approach | 21.3% | 78.7% | 0% | - | - | 42.9% | 57.1% | 0% | - | - | 66.7% | 33.3% | - | - | - |
| % Total | 7.0% | 25.8% | 0% | 32.9% | - | 17.1% | 22.8% | 0% | 39.9% | - | 18.2% | 9.1% | 27.3% | - | - |
| PHF | 0.889 | 0.894 | - | 0.893 | - | 0.867 | 0.981 | - | 0.929 | - | 0.902 | 0.865 | 0.889 | - | 0.947 |
| Lights | 63 | 230 | 0 | 293 | - | 148 | 198 | 0 | 346 | - | 154 | 83 | 237 | - | 876 |
| % Lights | 98.4% | 97.5% | 0% | 97.7% | - | 94.9% | 95.2% | 0% | 95.1% | - | 92.8% | 100% | 95.2% | - | 95.9% |
| Articulated Trucks | 0 | 1 | 0 | 1 | - | 6 | 3 | 0 | 9 | - | 6 | 0 | 6 | - | 16 |
| % Articulated Trucks | 0% | 0.4% | 0% | 0.3% | - | 3.8% | 1.4% | 0% | 2.5% | - | 3.6% | 0% | 2.4% | - | 1.8% |
| Buses and Single-Unit Trucks | 1 | 5 | 0 | 6 | - | 2 | 7 | 0 | 9 | - | 6 | 0 | 6 | - | 21 |
| % Buses and Single-Unit Trucks | 1.6% | 2.1% | 0% | 2.0% | - | 1.3% | 3.4% | 0% | 2.5% | - | 3.6% | 0% | 2.4% | - | 2.3% |
| Pedestrians | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Pedestrians | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Bicycles on Crosswalk | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Bicycles on Crosswalk | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

Midday Peak (Sep 27 2022 1PM - 2 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

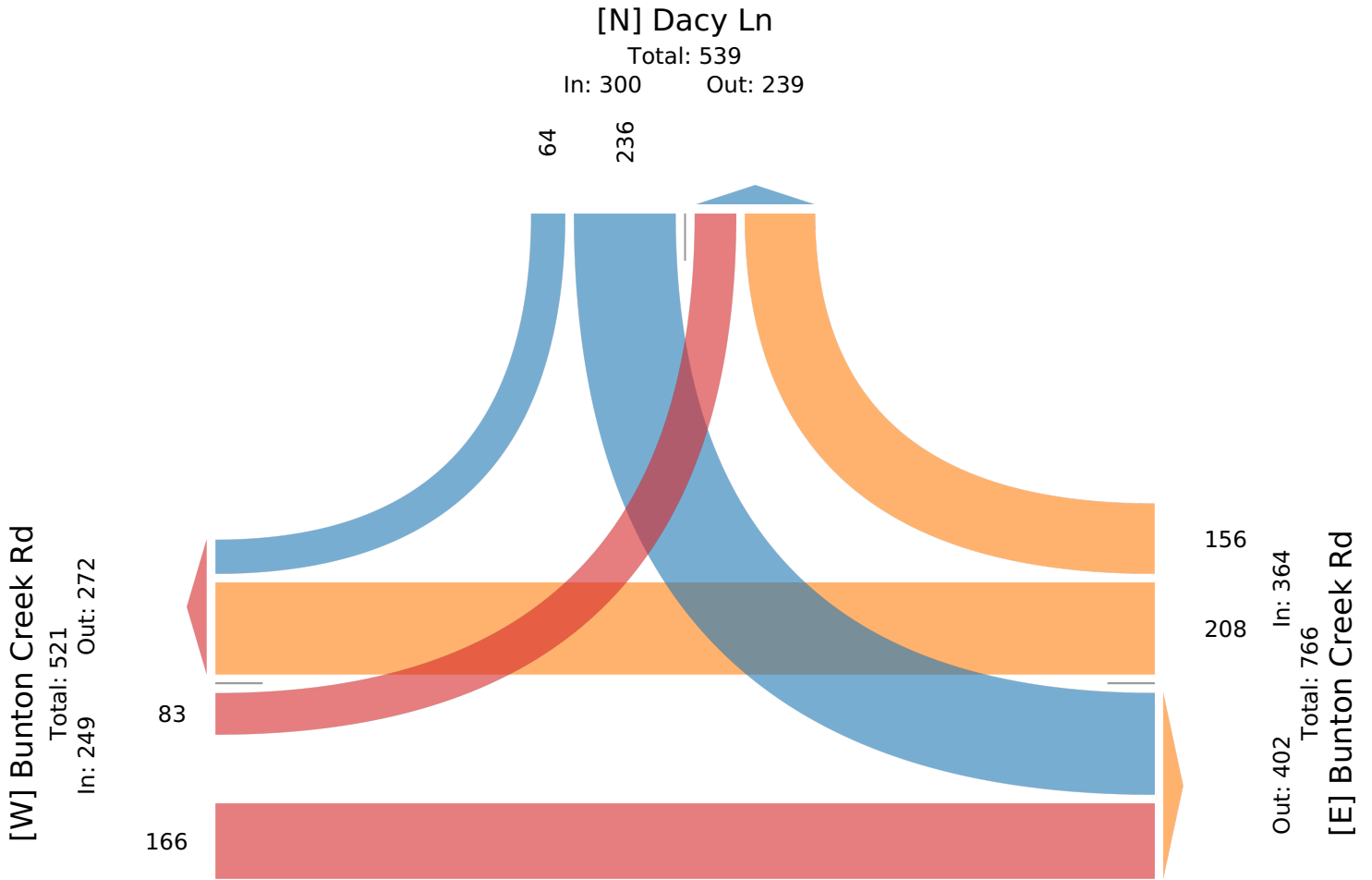
All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave., Pasadena, TX, 77503, US



Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

PM Peak (Sep 27 2022 5PM - 6 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave., Pasadena, TX, 77503, US

| Leg Direction | Dacy Ln Southbound | | | | | Bunton Creek Rd Westbound | | | | | Bunton Creek Rd Eastbound | | | | Int |
|---------------------------------------|--------------------|-------|----|-------|------|---------------------------|-------|----|-------|------|---------------------------|-------|-------|------|-------|
| | R | L | U | App | Ped* | R | T | U | App | Ped* | T | L | App | Ped* | |
| 2022-09-27 5:00PM | 34 | 89 | 0 | 123 | 0 | 43 | 59 | 0 | 102 | 0 | 61 | 38 | 99 | - | 324 |
| 5:15PM | 28 | 93 | 0 | 121 | 0 | 60 | 58 | 0 | 118 | 0 | 60 | 49 | 109 | - | 348 |
| 5:30PM | 26 | 101 | 0 | 127 | 0 | 53 | 50 | 0 | 103 | 0 | 65 | 42 | 107 | - | 337 |
| 5:45PM | 37 | 88 | 0 | 125 | 0 | 59 | 72 | 0 | 131 | 0 | 63 | 32 | 95 | - | 351 |
| Total | 125 | 371 | 0 | 496 | 0 | 215 | 239 | 0 | 454 | 0 | 249 | 161 | 410 | - | 1360 |
| % Approach | 25.2% | 74.8% | 0% | - | - | 47.4% | 52.6% | 0% | - | - | 60.7% | 39.3% | - | - | - |
| % Total | 9.2% | 27.3% | 0% | 36.5% | - | 15.8% | 17.6% | 0% | 33.4% | - | 18.3% | 11.8% | 30.1% | - | - |
| PHF | 0.845 | 0.918 | - | 0.976 | - | 0.896 | 0.830 | - | 0.866 | - | 0.958 | 0.821 | 0.940 | - | 0.969 |
| Lights | 124 | 367 | 0 | 491 | - | 214 | 236 | 0 | 450 | - | 245 | 159 | 404 | - | 1345 |
| % Lights | 99.2% | 98.9% | 0% | 99.0% | - | 99.5% | 98.7% | 0% | 99.1% | - | 98.4% | 98.8% | 98.5% | - | 98.9% |
| Articulated Trucks | 0 | 0 | 0 | 0 | - | 0 | 2 | 0 | 2 | - | 0 | 0 | 0 | - | 2 |
| % Articulated Trucks | 0% | 0% | 0% | 0% | - | 0% | 0.8% | 0% | 0.4% | - | 0% | 0% | 0% | - | 0.1% |
| Buses and Single-Unit Trucks | 1 | 4 | 0 | 5 | - | 1 | 1 | 0 | 2 | - | 4 | 2 | 6 | - | 13 |
| % Buses and Single-Unit Trucks | 0.8% | 1.1% | 0% | 1.0% | - | 0.5% | 0.4% | 0% | 0.4% | - | 1.6% | 1.2% | 1.5% | - | 1.0% |
| Pedestrians | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Pedestrians | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Bicycles on Crosswalk | - | - | - | - | 0 | - | - | - | - | 0 | - | - | - | 0 | - |
| % Bicycles on Crosswalk | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Dacy Lane at Bunton Creek Rd - TMC

Tue Sep 27, 2022

PM Peak (Sep 27 2022 5PM - 6 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 993666, Location: 30.003809, -97.855585



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave., Pasadena, TX, 77503, US

[N] Dacy Ln

Total: 872

In: 496 Out: 376

125

371

[W] Bunton Creek Rd

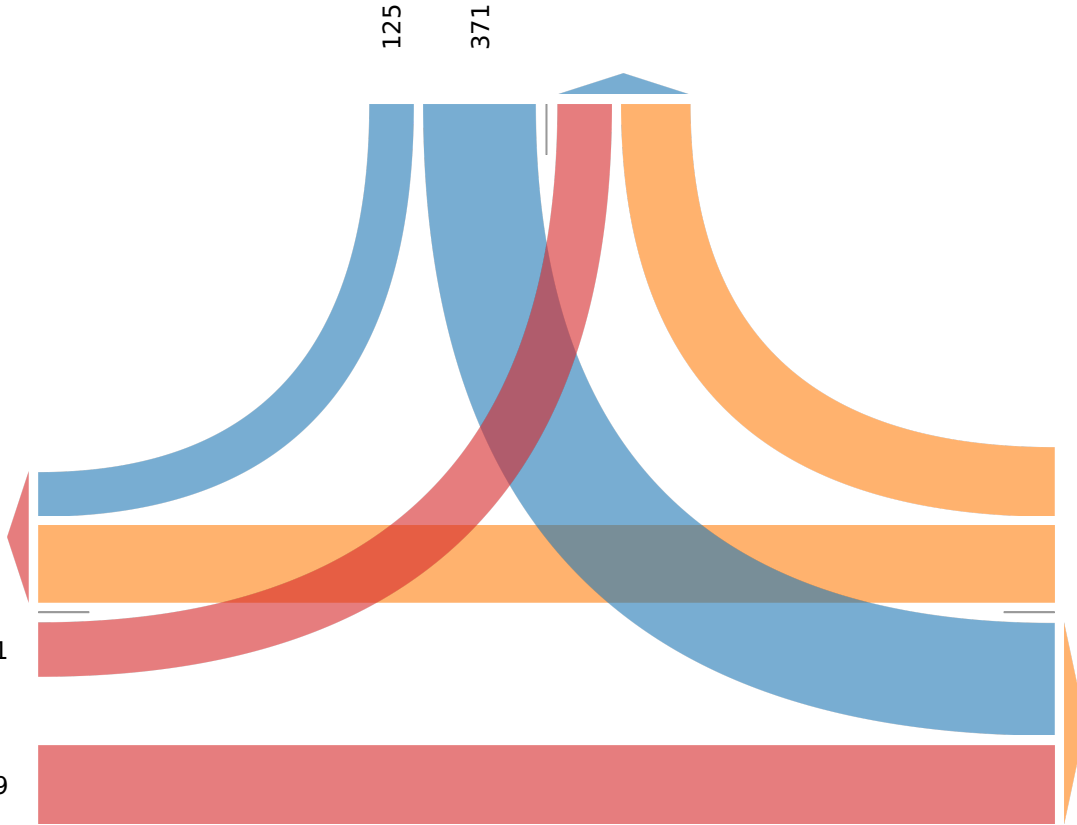
Total: 774

Out: 364

In: 410

161

249



215

239

In: 454

Total: 1074

Out: 620

[E] Bunton Creek Rd

Attachment 3 – Synchro Reports

3: Lehman Rd & Bunton Creek Rd Performance by movement

| Movement | SET | SER | NWL | NWT | NEL | NER | All |
|--------------------|------|------|-------|-------|------|------|-------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 | 0.0 | 0.3 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.4 | 0.5 | 1.4 | 0.7 | 0.6 |
| Total Delay (hr) | 3.5 | 1.7 | 19.4 | 41.3 | 2.5 | 0.6 | 69.1 |
| Total Del/Veh (s) | 35.2 | 34.6 | 334.5 | 332.0 | 23.7 | 11.4 | 139.8 |

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | SET | NWT | NWR | SWL | SWR | All |
|--------------------|------|------|-------|-------|------|------|------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| Denied Del/Veh (s) | 0.5 | 0.1 | 0.0 | 0.0 | 0.2 | 0.1 | 0.1 |
| Total Delay (hr) | 1.7 | 0.6 | 12.9 | 14.7 | 2.4 | 0.9 | 33.2 |
| Total Del/Veh (s) | 20.1 | 11.2 | 113.5 | 145.6 | 25.7 | 11.1 | 62.2 |

7: Philomena Drive & Bunton Creek Rd Performance by movement

| Movement | SEL | SET | SER | NWL | NWT | NWR | NEL | NET | NER | SWL | SWT | SWR |
|--------------------|------|------|-----|------|------|------|------|------|------|------|------|-----|
| Denied Delay (hr) | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 3.7 | 0.4 | 0.5 | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.3 | 0.7 | 0.1 | 0.2 | 2.0 | 0.3 | 0.4 | 1.2 | 0.8 | 0.3 | 1.2 | 0.2 |
| Total Del/Veh (s) | 16.9 | 14.1 | 8.0 | 15.6 | 16.4 | 13.1 | 22.1 | 23.5 | 12.6 | 23.1 | 25.1 | 8.7 |

7: Philomena Drive & Bunton Creek Rd Performance by movement

| Movement | All |
|--------------------|------|
| Denied Delay (hr) | 0.1 |
| Denied Del/Veh (s) | 0.2 |
| Total Delay (hr) | 7.7 |
| Total Del/Veh (s) | 17.2 |

10: Dacy Lane Performance by movement

| Movement | SEL | SER | NEL | NET | SWT | SWR | All |
|--------------------|------|-----|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.3 | 0.1 |
| Total Delay (hr) | 1.1 | 0.1 | 0.3 | 0.1 | 0.1 | 0.3 | 2.0 |
| Total Del/Veh (s) | 27.1 | 3.4 | 4.4 | 0.8 | 1.6 | 2.0 | 4.4 |

Total Zone Performance

| | |
|--------------------|-------|
| Denied Delay (hr) | 0.5 |
| Denied Del/Veh (s) | 0.6 |
| Total Delay (hr) | 112.0 |
| Total Del/Veh (s) | 698.9 |

Arterial Level of Service: NW Bunton Creek Rd

| Cross Street | Node | Delay (s/veh) | Travel time (s) | Dist (mi) | Arterial Speed |
|-----------------|------|---------------|-----------------|-----------|----------------|
| Dacy Lane | 5 | 113.5 | 135.5 | 0.2 | 6 |
| Philomena Drive | 7 | 17.1 | 29.9 | 0.1 | 14 |
| Total | | 130.6 | 165.4 | 0.3 | 7 |

Arterial Level of Service: SE Bunton Creek Rd

| Cross Street | Node | Delay (s/veh) | Travel time (s) | Dist (mi) | Arterial Speed |
|-----------------|------|---------------|-----------------|-----------|----------------|
| Philomena Drive | 7 | 14.1 | 30.3 | 0.1 | 17 |
| Dacy Lane | 5 | 11.8 | 23.7 | 0.1 | 17 |
| Total | | 25.9 | 54.0 | 0.3 | 17 |

Intersection: 3: Lehman Rd & Bunton Creek Rd

| Movement | SE | NW | NE | NE |
|-----------------------|-----|------|-----|------|
| Directions Served | TR | LT | L | R |
| Maximum Queue (ft) | 502 | 2210 | 174 | 312 |
| Average Queue (ft) | 189 | 1561 | 108 | 75 |
| 95th Queue (ft) | 405 | 2699 | 177 | 193 |
| Link Distance (ft) | 870 | 4140 | | 1934 |
| Upstream Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |
| Storage Bay Dist (ft) | | | 150 | |
| Storage Blk Time (%) | | | 8 | 0 |
| Queuing Penalty (veh) | | | 18 | 0 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | SE | NW | B12 | SW | SW |
|-----------------------|-----|-----|------|-----|-----|-----|
| Directions Served | L | T | TR | T | L | R |
| Maximum Queue (ft) | 191 | 151 | 1142 | 153 | 260 | 192 |
| Average Queue (ft) | 94 | 56 | 763 | 37 | 111 | 74 |
| 95th Queue (ft) | 158 | 107 | 1298 | 189 | 210 | 135 |
| Link Distance (ft) | | 521 | 1137 | 558 | 861 | 861 |
| Upstream Blk Time (%) | | | 17 | | | |
| Queuing Penalty (veh) | | | 126 | | | |
| Storage Bay Dist (ft) | 175 | | | | | |
| Storage Blk Time (%) | 1 | 0 | | | | |
| Queuing Penalty (veh) | 2 | 0 | | | | |

Intersection: 7: Philomena Drive & Bunton Creek Rd

| Movement | SE | SE | NW | NW | NE | NE | SW | SW |
|-----------------------|-----|-----|-----|-----|------|------|-----|-----|
| Directions Served | L | TR | L | TR | LT | TR | LT | TR |
| Maximum Queue (ft) | 98 | 173 | 158 | 257 | 187 | 231 | 155 | 134 |
| Average Queue (ft) | 36 | 71 | 29 | 132 | 72 | 94 | 78 | 51 |
| 95th Queue (ft) | 76 | 134 | 87 | 219 | 129 | 166 | 127 | 105 |
| Link Distance (ft) | | 686 | | 521 | 2782 | 2782 | 180 | 180 |
| Upstream Blk Time (%) | | | | | | | 0 | 0 |
| Queuing Penalty (veh) | | | | | | | 0 | 0 |
| Storage Bay Dist (ft) | 150 | | 190 | | | | | |
| Storage Blk Time (%) | | 1 | | 2 | | | | |
| Queuing Penalty (veh) | | 0 | | 1 | | | | |

Intersection: 10: Dacy Lane

| Movement | SE | SE | NE | SW |
|-----------------------|-----|-----|-----|-----|
| Directions Served | L | R | L | TR |
| Maximum Queue (ft) | 173 | 77 | 82 | 26 |
| Average Queue (ft) | 66 | 37 | 37 | 1 |
| 95th Queue (ft) | 128 | 58 | 71 | 14 |
| Link Distance (ft) | 218 | 218 | | 504 |
| Upstream Blk Time (%) | 0 | | | |
| Queuing Penalty (veh) | 0 | | | |
| Storage Bay Dist (ft) | | | 225 | |
| Storage Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |

Zone Summary

Zone wide Queuing Penalty: 147

3: Lehman Rd & Bunton Creek Rd Performance by movement

| Movement | SET | SER | NWL | NWT | NEL | NER | All |
|--------------------|------|------|------|------|------|------|------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.1 | 0.2 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.5 | 0.4 | 1.3 | 0.5 | 0.4 |
| Total Delay (hr) | 6.4 | 0.8 | 3.2 | 7.1 | 0.9 | 4.5 | 22.9 |
| Total Del/Veh (s) | 35.3 | 42.1 | 57.8 | 57.4 | 23.6 | 34.6 | 41.9 |

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | SET | NWT | NWR | SWL | SWT | SWR | All |
|--------------------|------|------|-------|-------|-------|------|------|-------|
| Denied Delay (hr) | 0.0 | 0.0 | 2.5 | 1.8 | 0.0 | 0.0 | 0.0 | 4.4 |
| Denied Del/Veh (s) | 0.2 | 0.0 | 30.0 | 25.6 | 0.0 | 0.0 | 0.0 | 9.2 |
| Total Delay (hr) | 1.2 | 1.5 | 20.3 | 17.3 | 22.4 | 0.4 | 0.7 | 63.8 |
| Total Del/Veh (s) | 20.1 | 18.8 | 239.8 | 236.9 | 181.4 | 28.7 | 15.1 | 132.0 |

7: Philomena Drive & Bunton Creek Rd Performance by movement

| Movement | SEL | SET | SER | NWL | NWT | NWR | NEL | NET | NER | SWL | SWT | SWR |
|--------------------|------|------|-----|------|------|------|------|------|------|------|------|-----|
| Denied Delay (hr) | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 3.6 | 0.4 | 0.4 | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.3 | 0.8 | 0.1 | 0.2 | 1.6 | 0.2 | 0.4 | 1.2 | 0.9 | 0.3 | 1.2 | 0.2 |
| Total Del/Veh (s) | 17.5 | 15.6 | 9.1 | 17.2 | 17.3 | 12.8 | 21.4 | 22.2 | 12.9 | 23.4 | 23.5 | 8.3 |

7: Philomena Drive & Bunton Creek Rd Performance by movement

| Movement | All |
|--------------------|------|
| Denied Delay (hr) | 0.1 |
| Denied Del/Veh (s) | 0.2 |
| Total Delay (hr) | 7.5 |
| Total Del/Veh (s) | 17.3 |

10: Dacy Lane Performance by movement

| Movement | SEL | SER | NEL | NET | SWT | SWR | All |
|--------------------|------|-----|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.2 | 0.3 | 0.1 |
| Total Delay (hr) | 1.5 | 0.8 | 0.2 | 0.1 | 0.2 | 0.1 | 2.9 |
| Total Del/Veh (s) | 23.1 | 6.9 | 3.9 | 0.8 | 3.7 | 1.4 | 6.3 |

Total Zone Performance

| | |
|--------------------|-------|
| Denied Delay (hr) | 4.7 |
| Denied Del/Veh (s) | 6.6 |
| Total Delay (hr) | 97.1 |
| Total Del/Veh (s) | 739.0 |

Arterial Level of Service: NW Bunton Creek Rd

| Cross Street | Node | Delay (s/veh) | Travel time (s) | Dist (mi) | Arterial Speed |
|-----------------|------|---------------|-----------------|-----------|----------------|
| Dacy Lane | 5 | 239.8 | 294.6 | 0.2 | 3 |
| Philomena Drive | 7 | 17.6 | 30.8 | 0.1 | 13 |
| Total | | 257.4 | 325.4 | 0.3 | 4 |

Arterial Level of Service: SE Bunton Creek Rd

| Cross Street | Node | Delay (s/veh) | Travel time (s) | Dist (mi) | Arterial Speed |
|-----------------|------|---------------|-----------------|-----------|----------------|
| Philomena Drive | 7 | 15.6 | 31.6 | 0.1 | 16 |
| Dacy Lane | 5 | 19.2 | 32.0 | 0.1 | 13 |
| Total | | 34.9 | 63.6 | 0.3 | 14 |

Intersection: 3: Lehman Rd & Bunton Creek Rd

| Movement | SE | NW | NE | NE |
|-----------------------|-----|------|-----|------|
| Directions Served | TR | LT | L | R |
| Maximum Queue (ft) | 457 | 729 | 175 | 484 |
| Average Queue (ft) | 235 | 318 | 92 | 192 |
| 95th Queue (ft) | 501 | 653 | 196 | 417 |
| Link Distance (ft) | 870 | 4140 | | 1934 |
| Upstream Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |
| Storage Bay Dist (ft) | | | 150 | |
| Storage Blk Time (%) | | | 0 | 25 |
| Queuing Penalty (veh) | | | 1 | 37 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | SE | NW | B12 | B13 | SW | SW |
|-----------------------|-----|-----|------|-----|-----|-----|-----|
| Directions Served | L | T | TR | T | T | L | R |
| Maximum Queue (ft) | 195 | 262 | 1142 | 381 | 332 | 766 | 670 |
| Average Queue (ft) | 80 | 87 | 959 | 203 | 87 | 582 | 312 |
| 95th Queue (ft) | 151 | 184 | 1429 | 631 | 382 | 990 | 842 |
| Link Distance (ft) | | 521 | 1137 | 558 | 870 | 861 | 861 |
| Upstream Blk Time (%) | | | 45 | 23 | | 5 | 3 |
| Queuing Penalty (veh) | | | 241 | 122 | | 15 | 8 |
| Storage Bay Dist (ft) | 175 | | | | | | |
| Storage Blk Time (%) | 1 | 2 | | | | | |
| Queuing Penalty (veh) | 2 | 4 | | | | | |

Intersection: 7: Philomena Drive & Bunton Creek Rd

| Movement | SE | SE | NW | NW | NE | NE | SW | SW |
|-----------------------|-----|-----|-----|-----|------|------|-----|-----|
| Directions Served | L | TR | L | TR | LT | TR | LT | TR |
| Maximum Queue (ft) | 67 | 164 | 93 | 242 | 194 | 266 | 151 | 130 |
| Average Queue (ft) | 32 | 74 | 24 | 114 | 74 | 98 | 80 | 51 |
| 95th Queue (ft) | 61 | 131 | 72 | 190 | 131 | 182 | 127 | 99 |
| Link Distance (ft) | | 686 | | 521 | 2782 | 2782 | 180 | 180 |
| Upstream Blk Time (%) | | | | | | | 0 | |
| Queuing Penalty (veh) | | | | | | | 0 | |
| Storage Bay Dist (ft) | 150 | | 190 | | | | | |
| Storage Blk Time (%) | | 1 | | 1 | | | | |
| Queuing Penalty (veh) | | 0 | | 0 | | | | |

Intersection: 10: Dacy Lane

| Movement | SE | SE | B8 | NE | SW | SW |
|-----------------------|-----|-----|-----|-----|-----|-----|
| Directions Served | L | R | T | L | T | TR |
| Maximum Queue (ft) | 249 | 166 | 26 | 62 | 54 | 32 |
| Average Queue (ft) | 86 | 74 | 1 | 27 | 7 | 4 |
| 95th Queue (ft) | 168 | 132 | 12 | 56 | 52 | 38 |
| Link Distance (ft) | 218 | 218 | 581 | | 504 | 504 |
| Upstream Blk Time (%) | 2 | 0 | | | | |
| Queuing Penalty (veh) | 0 | 0 | | | | |
| Storage Bay Dist (ft) | | | | 225 | | |
| Storage Blk Time (%) | | | | | | |
| Queuing Penalty (veh) | | | | | | |

Zone Summary

Zone wide Queuing Penalty: 430

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | NWT | NWR | SWL | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.2 | 0.0 | 0.0 | 0.1 | 0.1 |
| Total Delay (hr) | 0.3 | 0.3 | 0.2 | 0.3 | 1.0 |
| Total Del/Veh (s) | 3.6 | 5.0 | 2.0 | 3.1 | 3.3 |

11: Bunton Creek Rd Performance by movement

| Movement | WBR | SET | SER | NWT | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.2 | 0.1 | 0.1 | 0.4 |
| Total Del/Veh (s) | 1.6 | 2.6 | 1.5 | 1.0 | 1.7 |

19: Bunton Creek Rd Performance by movement

| Movement | EBR | SET | NWT | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.1 | 0.3 | 0.5 |
| Total Del/Veh (s) | 1.6 | 0.8 | 1.6 | 1.4 |

20: Dacy Lane Performance by movement

| Movement | NET | SWT | SWR | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.0 | 0.1 | 0.2 |
| Total Del/Veh (s) | 0.5 | 0.4 | 1.2 | 0.6 |

Total Zone Performance

| | |
|--------------------|------|
| Denied Delay (hr) | 0.0 |
| Denied Del/Veh (s) | 0.7 |
| Total Delay (hr) | 2.1 |
| Total Del/Veh (s) | 16.9 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | NW | NW | SW |
|-----------------------|----|-----|-----|-----|
| Directions Served | L | T | R | L |
| Maximum Queue (ft) | 94 | 83 | 19 | 79 |
| Average Queue (ft) | 45 | 32 | 1 | 30 |
| 95th Queue (ft) | 85 | 68 | 13 | 68 |
| Link Distance (ft) | 91 | 150 | | 287 |
| Upstream Blk Time (%) | 0 | | | |
| Queuing Penalty (veh) | 1 | | | |
| Storage Bay Dist (ft) | | | 201 | |
| Storage Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |

Intersection: 11: Bunton Creek Rd

| Movement | WB | SE | NW |
|-----------------------|----|-----|----|
| Directions Served | R | TR | T |
| Maximum Queue (ft) | 80 | 40 | 46 |
| Average Queue (ft) | 21 | 2 | 3 |
| 95th Queue (ft) | 53 | 19 | 22 |
| Link Distance (ft) | 45 | 249 | 91 |
| Upstream Blk Time (%) | 1 | | |
| Queuing Penalty (veh) | 2 | | |
| Storage Bay Dist (ft) | | | |
| Storage Blk Time (%) | | | |
| Queuing Penalty (veh) | | | |

Intersection: 19: Bunton Creek Rd

| Movement | EB |
|-----------------------|-----|
| Directions Served | R |
| Maximum Queue (ft) | 62 |
| Average Queue (ft) | 20 |
| 95th Queue (ft) | 47 |
| Link Distance (ft) | 145 |
| Upstream Blk Time (%) | |
| Queuing Penalty (veh) | |
| Storage Bay Dist (ft) | |
| Storage Blk Time (%) | |
| Queuing Penalty (veh) | |

Intersection: 20: Dacy Lane

| Movement | SW |
|-----------------------|-----|
| Directions Served | R |
| Maximum Queue (ft) | 6 |
| Average Queue (ft) | 0 |
| 95th Queue (ft) | 4 |
| Link Distance (ft) | 376 |
| Upstream Blk Time (%) | |
| Queuing Penalty (veh) | |
| Storage Bay Dist (ft) | |
| Storage Blk Time (%) | |
| Queuing Penalty (veh) | |

Zone Summary

Zone wide Queuing Penalty: 3

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | NWT | NWR | SWL | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.1 | 0.0 | 0.0 | 0.2 | 0.1 |
| Total Delay (hr) | 0.3 | 0.3 | 0.1 | 0.9 | 1.6 |
| Total Del/Veh (s) | 4.9 | 4.7 | 2.1 | 6.0 | 4.8 |

11: Bunton Creek Rd Performance by movement

| Movement | WBR | SET | SER | NWT | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.2 | 0.1 | 0.1 | 0.5 |
| Total Del/Veh (s) | 2.0 | 3.1 | 1.7 | 1.0 | 1.8 |

19: Bunton Creek Rd Performance by movement

| Movement | EBR | SET | NWT | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.4 | 0.2 | 0.2 | 0.9 |
| Total Del/Veh (s) | 4.9 | 1.4 | 1.8 | 2.3 |

20: Dacy Lane Performance by movement

| Movement | NET | SWT | SWR | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.1 | 0.0 | 0.2 |
| Total Del/Veh (s) | 0.5 | 0.6 | 0.8 | 0.6 |

Total Zone Performance

| | |
|--------------------|------|
| Denied Delay (hr) | 0.0 |
| Denied Del/Veh (s) | 0.9 |
| Total Delay (hr) | 3.1 |
| Total Del/Veh (s) | 44.7 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | NW | NW | SW |
|-----------------------|----|-----|-----|-----|
| Directions Served | L | T | R | L |
| Maximum Queue (ft) | 91 | 88 | 14 | 207 |
| Average Queue (ft) | 41 | 27 | 0 | 62 |
| 95th Queue (ft) | 78 | 68 | 9 | 138 |
| Link Distance (ft) | 91 | 150 | | 287 |
| Upstream Blk Time (%) | 0 | | | |
| Queuing Penalty (veh) | 1 | | | |
| Storage Bay Dist (ft) | | | 201 | |
| Storage Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |

Intersection: 11: Bunton Creek Rd

| Movement | WB | B23 | SE | NW |
|-----------------------|----|-----|-----|----|
| Directions Served | R | T | TR | T |
| Maximum Queue (ft) | 57 | 4 | 17 | 41 |
| Average Queue (ft) | 16 | 0 | 1 | 2 |
| 95th Queue (ft) | 43 | 0 | 9 | 16 |
| Link Distance (ft) | 45 | 28 | 249 | 91 |
| Upstream Blk Time (%) | 1 | 0 | | 0 |
| Queuing Penalty (veh) | 2 | 0 | | 0 |
| Storage Bay Dist (ft) | | | | |
| Storage Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |

Intersection: 19: Bunton Creek Rd

| Movement | EB | SE |
|-----------------------|-----|-----|
| Directions Served | R | T |
| Maximum Queue (ft) | 143 | 5 |
| Average Queue (ft) | 48 | 0 |
| 95th Queue (ft) | 94 | 4 |
| Link Distance (ft) | 145 | 150 |
| Upstream Blk Time (%) | 0 | |
| Queuing Penalty (veh) | 1 | |
| Storage Bay Dist (ft) | | |
| Storage Blk Time (%) | | |
| Queuing Penalty (veh) | | |

Intersection: 20: Dacy Lane

Movement

- Directions Served
- Maximum Queue (ft)
- Average Queue (ft)
- 95th Queue (ft)
- Link Distance (ft)
- Upstream Blk Time (%)
- Queuing Penalty (veh)
- Storage Bay Dist (ft)
- Storage Blk Time (%)
- Queuing Penalty (veh)

Zone Summary

Zone wide Queuing Penalty: 4

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | NWT | NWR | SWL | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.2 | 0.0 | 0.0 | 0.1 | 0.1 |
| Total Delay (hr) | 0.5 | 0.5 | 0.2 | 0.5 | 1.7 |
| Total Del/Veh (s) | 5.1 | 6.3 | 2.2 | 4.3 | 4.3 |

11: Bunton Creek Rd Performance by movement

| Movement | WBR | SET | SER | NWT | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.3 | 0.3 | 0.1 | 0.1 | 0.8 |
| Total Del/Veh (s) | 4.8 | 3.1 | 1.8 | 1.7 | 2.8 |

19: Bunton Creek Rd Performance by movement

| Movement | EBR | SET | NWT | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.1 | 0.4 | 0.7 |
| Total Del/Veh (s) | 2.3 | 1.1 | 1.9 | 1.7 |

20: Dacy Lane Performance by movement

| Movement | NET | SWT | SWR | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.1 | 0.1 | 0.3 |
| Total Del/Veh (s) | 0.7 | 0.5 | 1.5 | 0.8 |

Total Zone Performance

| | |
|--------------------|------|
| Denied Delay (hr) | 0.0 |
| Denied Del/Veh (s) | 0.7 |
| Total Delay (hr) | 3.5 |
| Total Del/Veh (s) | 33.1 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | NW | NW | SW |
|-----------------------|-----|-----|-----|-----|
| Directions Served | L | T | R | L |
| Maximum Queue (ft) | 103 | 115 | 29 | 118 |
| Average Queue (ft) | 57 | 45 | 1 | 46 |
| 95th Queue (ft) | 99 | 87 | 15 | 91 |
| Link Distance (ft) | 91 | 150 | | 287 |
| Upstream Blk Time (%) | 1 | 0 | | |
| Queuing Penalty (veh) | 4 | 0 | | |
| Storage Bay Dist (ft) | | | 201 | |
| Storage Blk Time (%) | | 0 | | |
| Queuing Penalty (veh) | | 0 | | |

Intersection: 11: Bunton Creek Rd

| Movement | WB | B23 | B22 | SE | NW |
|-----------------------|-----|-----|-----|-----|----|
| Directions Served | R | T | T | TR | T |
| Maximum Queue (ft) | 119 | 54 | 42 | 67 | 89 |
| Average Queue (ft) | 34 | 2 | 1 | 5 | 9 |
| 95th Queue (ft) | 83 | 21 | 22 | 35 | 46 |
| Link Distance (ft) | 45 | 28 | 153 | 249 | 91 |
| Upstream Blk Time (%) | 8 | 1 | | | 0 |
| Queuing Penalty (veh) | 17 | 3 | | | 1 |
| Storage Bay Dist (ft) | | | | | |
| Storage Blk Time (%) | | | | | |
| Queuing Penalty (veh) | | | | | |

Intersection: 19: Bunton Creek Rd

| Movement | EB | SE | NW |
|-----------------------|-----|-----|-----|
| Directions Served | R | T | T |
| Maximum Queue (ft) | 74 | 8 | 11 |
| Average Queue (ft) | 28 | 0 | 0 |
| 95th Queue (ft) | 57 | 5 | 8 |
| Link Distance (ft) | 145 | 150 | 929 |
| Upstream Blk Time (%) | | | |
| Queuing Penalty (veh) | | | |
| Storage Bay Dist (ft) | | | |
| Storage Blk Time (%) | | | |
| Queuing Penalty (veh) | | | |

Intersection: 20: Dacy Lane

Movement

Directions Served

Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Zone Summary

Zone wide Queuing Penalty: 25

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | NWT | NWR | SWL | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.1 | 0.1 |
| Denied Del/Veh (s) | 0.2 | 0.0 | 0.0 | 0.5 | 0.3 |
| Total Delay (hr) | 0.4 | 0.3 | 0.1 | 1.4 | 2.3 |
| Total Del/Veh (s) | 6.2 | 5.3 | 2.1 | 8.2 | 6.3 |

11: Bunton Creek Rd Performance by movement

| Movement | WBR | SET | SER | NWT | All |
|--------------------|-----|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.2 | 0.2 | 0.1 | 0.6 |
| Total Del/Veh (s) | 1.7 | 3.6 | 2.0 | 1.1 | 2.1 |

19: Bunton Creek Rd Performance by movement

| Movement | EBR | SET | NWT | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.8 | 0.3 | 0.2 | 1.3 |
| Total Del/Veh (s) | 7.8 | 1.6 | 1.8 | 3.3 |

20: Dacy Lane Performance by movement

| Movement | NET | SWT | SWR | All |
|--------------------|-----|-----|-----|-----|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay (hr) | 0.1 | 0.1 | 0.0 | 0.3 |
| Total Del/Veh (s) | 0.7 | 0.8 | 0.9 | 0.7 |

Total Zone Performance

| | |
|--------------------|------|
| Denied Delay (hr) | 0.1 |
| Denied Del/Veh (s) | 2.4 |
| Total Delay (hr) | 4.3 |
| Total Del/Veh (s) | 53.8 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | NW | NW | SW |
|-----------------------|----|-----|-----|-----|
| Directions Served | L | T | R | L |
| Maximum Queue (ft) | 99 | 96 | 13 | 224 |
| Average Queue (ft) | 54 | 31 | 0 | 82 |
| 95th Queue (ft) | 92 | 76 | 9 | 180 |
| Link Distance (ft) | 91 | 150 | | 287 |
| Upstream Blk Time (%) | 1 | 0 | | 0 |
| Queuing Penalty (veh) | 2 | 0 | | 0 |
| Storage Bay Dist (ft) | | | 201 | |
| Storage Blk Time (%) | | 0 | | |
| Queuing Penalty (veh) | | 0 | | |

Intersection: 11: Bunton Creek Rd

| Movement | WB | SE | NW |
|-----------------------|----|-----|----|
| Directions Served | R | TR | T |
| Maximum Queue (ft) | 74 | 54 | 37 |
| Average Queue (ft) | 17 | 2 | 2 |
| 95th Queue (ft) | 45 | 32 | 15 |
| Link Distance (ft) | 45 | 249 | 91 |
| Upstream Blk Time (%) | 1 | | |
| Queuing Penalty (veh) | 2 | | |
| Storage Bay Dist (ft) | | | |
| Storage Blk Time (%) | | | |
| Queuing Penalty (veh) | | | |

Intersection: 19: Bunton Creek Rd

| Movement | EB | B18 | SE | NW |
|-----------------------|-----|-----|-----|-----|
| Directions Served | R | T | T | T |
| Maximum Queue (ft) | 159 | 12 | 14 | 6 |
| Average Queue (ft) | 69 | 0 | 0 | 0 |
| 95th Queue (ft) | 134 | 9 | 9 | 4 |
| Link Distance (ft) | 145 | 147 | 150 | 929 |
| Upstream Blk Time (%) | 1 | | | |
| Queuing Penalty (veh) | 5 | | | |
| Storage Bay Dist (ft) | | | | |
| Storage Blk Time (%) | | | | |
| Queuing Penalty (veh) | | | | |

Intersection: 20: Dacy Lane

| Movement | SW |
|-----------------------|-----|
| Directions Served | T |
| Maximum Queue (ft) | 10 |
| Average Queue (ft) | 0 |
| 95th Queue (ft) | 7 |
| Link Distance (ft) | 376 |
| Upstream Blk Time (%) | |
| Queuing Penalty (veh) | |
| Storage Bay Dist (ft) | |
| Storage Blk Time (%) | |
| Queuing Penalty (veh) | |

Zone Summary

Zone wide Queuing Penalty: 10

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | SET | NWT | NWR | SWL | SWR | All |
|--------------------|------|-----|------|-----|------|-----|------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| Denied Del/Veh (s) | 0.5 | 0.1 | 0.0 | 0.0 | 0.2 | 0.1 | 0.1 |
| Total Delay (hr) | 1.4 | 0.5 | 1.5 | 0.9 | 1.4 | 0.6 | 6.3 |
| Total Del/Veh (s) | 17.0 | 8.1 | 12.7 | 9.1 | 14.7 | 7.0 | 11.7 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | SE | NW | NW | SW | SW |
|-----------------------|-----|-----|------|-----|-----|-----|
| Directions Served | L | T | T | R | L | R |
| Maximum Queue (ft) | 184 | 170 | 278 | 175 | 209 | 132 |
| Average Queue (ft) | 95 | 54 | 102 | 84 | 92 | 52 |
| 95th Queue (ft) | 161 | 119 | 195 | 147 | 159 | 101 |
| Link Distance (ft) | | 470 | 1192 | | 814 | 814 |
| Upstream Blk Time (%) | | | | | | |
| Queuing Penalty (veh) | | | | | | |
| Storage Bay Dist (ft) | 175 | | | 150 | | |
| Storage Blk Time (%) | 1 | | 2 | 0 | | |
| Queuing Penalty (veh) | 2 | | 7 | 0 | | |

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | SET | NWT | NWR | SWL | SWR | All |
|--------------------|------|------|------|-----|------|-----|------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| Total Delay (hr) | 0.9 | 0.9 | 1.5 | 0.6 | 2.6 | 0.3 | 6.8 |
| Total Del/Veh (s) | 15.1 | 10.0 | 18.4 | 7.6 | 18.1 | 5.3 | 13.3 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | SE | NW | NW | SW | SW |
|-----------------------|-----|-----|------|-----|-----|-----|
| Directions Served | L | T | T | R | L | R |
| Maximum Queue (ft) | 128 | 175 | 226 | 175 | 307 | 107 |
| Average Queue (ft) | 68 | 84 | 101 | 74 | 147 | 34 |
| 95th Queue (ft) | 110 | 143 | 182 | 139 | 248 | 71 |
| Link Distance (ft) | | 470 | 1192 | | 814 | 814 |
| Upstream Blk Time (%) | | | | | | |
| Queuing Penalty (veh) | | | | | | |
| Storage Bay Dist (ft) | 175 | | | 150 | | |
| Storage Blk Time (%) | | 0 | 2 | 0 | | |
| Queuing Penalty (veh) | | 0 | 5 | 0 | | |

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | SET | NWT | NWR | SWL | SWR | All |
|--------------------|------|-----|------|------|------|-----|------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Denied Del/Veh (s) | 0.1 | 0.0 | 0.0 | 0.0 | 0.2 | 0.2 | 0.1 |
| Total Delay (hr) | 2.7 | 0.6 | 2.5 | 1.6 | 2.3 | 0.9 | 10.7 |
| Total Del/Veh (s) | 24.9 | 9.0 | 18.8 | 14.1 | 20.6 | 9.7 | 16.9 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | SE | NW | NW | SW | SW |
|-----------------------|-----|-----|------|-----|-----|-----|
| Directions Served | L | T | T | R | L | R |
| Maximum Queue (ft) | 200 | 345 | 499 | 175 | 303 | 171 |
| Average Queue (ft) | 127 | 83 | 148 | 106 | 128 | 68 |
| 95th Queue (ft) | 201 | 231 | 379 | 181 | 218 | 136 |
| Link Distance (ft) | | 470 | 1192 | | 814 | 814 |
| Upstream Blk Time (%) | | | | | | |
| Queuing Penalty (veh) | | | | | | |
| Storage Bay Dist (ft) | 175 | | | 150 | | |
| Storage Blk Time (%) | 7 | 0 | 6 | 1 | | |
| Queuing Penalty (veh) | 16 | 0 | 25 | 3 | | |

5: Bunton Creek Rd & Dacy Lane Performance by movement

| Movement | SEL | SET | NWT | NWR | SWL | SWR | All |
|--------------------|------|------|------|-----|------|-----|------|
| Denied Delay (hr) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.1 |
| Denied Del/Veh (s) | 0.5 | 0.2 | 0.0 | 0.0 | 0.1 | 0.0 | 0.1 |
| Total Delay (hr) | 1.5 | 1.3 | 2.1 | 0.8 | 6.0 | 0.5 | 12.2 |
| Total Del/Veh (s) | 20.7 | 12.0 | 23.3 | 9.2 | 34.1 | 7.5 | 20.3 |

Intersection: 5: Bunton Creek Rd & Dacy Lane

| Movement | SE | SE | NW | NW | SW | SW |
|-----------------------|-----|-----|------|-----|-----|-----|
| Directions Served | L | T | T | R | L | R |
| Maximum Queue (ft) | 191 | 292 | 326 | 175 | 538 | 272 |
| Average Queue (ft) | 89 | 109 | 131 | 95 | 257 | 52 |
| 95th Queue (ft) | 156 | 205 | 243 | 181 | 473 | 135 |
| Link Distance (ft) | | 470 | 1192 | | 814 | 814 |
| Upstream Blk Time (%) | | 0 | | | | |
| Queuing Penalty (veh) | | 0 | | | | |
| Storage Bay Dist (ft) | 175 | | | 150 | | |
| Storage Blk Time (%) | 2 | 0 | 5 | 0 | | |
| Queuing Penalty (veh) | 7 | 1 | 17 | 0 | | |

Attachment 4 – Preliminary Cost Estimates

| Dacy Lane / Benton Creek Road | | | | | | | |
|-------------------------------------|------|--------------------------------------------------|------|----------|--------------|------------|---------------------|
| ALTERNATIVE 1 | | | | | | | |
| Engineer's Opinion of Probable Cost | | | | | | | |
| PRELIMINARY | | | | | | | |
| August 17, 2023 | | | | | | | |
| ITEM | CODE | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL COST | |
| ALT 1 | | | | | | | |
| 100 | 6002 | PREPARING ROW | STA | 12 | \$ 3,362.75 | \$ | 40,218.49 |
| 247 | 6041 | FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS | CY | 7674 | \$ 95.89 | \$ | 735,859.86 |
| 310 | 6001 | PRIME COAT (MULTI OPTION) | GAL | 1802 | \$ 10.62 | \$ | 19,137.24 |
| 529 | 6008 | CONC CURB & GUTTER (TY II) | LF | 5767 | \$ 50.23 | \$ | 289,676.41 |
| 530 | 6005 | DRIVEWAYS (ACP) | SY | 486 | \$ 75.00 | \$ | 36,450.00 |
| 531 | 6001 | CONC SIDEWALKS (4") | SY | 1659 | \$ 83.02 | \$ | 137,730.18 |
| 531 | 6005 | CURB RAMPS (TY 2) | EA | 2 | \$ 2,932.76 | \$ | 5,865.52 |
| 531 | 6010 | CURB RAMPS (TY 7) | EA | 8 | \$ 2,271.14 | \$ | 18,169.12 |
| 536 | 6004 | CONC DIRECTIONAL ISLAND | SY | 1559 | \$ 200.00 | \$ | 311,800.00 |
| 3076 | 6001 | D-GR HMA TY-B PG64-22 | TON | 2564 | \$ 120.00 | \$ | 307,680.00 |
| 3076 | 6050 | D-GR HMA TY-D SAC-B PG76-22 | TON | 981 | \$ 120.00 | \$ | 117,720.00 |
| XXX | XXXX | Inlet, Standard, Per COA Detail 508S-4 | EA | 8 | \$ 5,000.00 | \$ | 40,000.00 |
| XXX | XXXX | Inlet, 4-Sided Area Inlet, Per COA Detail 508S-9 | EA | 2 | \$ 5,000.00 | \$ | 10,000.00 |
| XXX | XXXX | 18" SSL, Class III RCP All Depths | LF | 175 | \$ 135.00 | \$ | 23,625.00 |
| XXX | XXXX | 24" SSL, Class III RCP All Depths | LF | 450 | \$ 140.00 | \$ | 63,000.00 |
| XXX | XXXX | 30" SSL, Class III RCP All Depths | LF | 110 | \$ 160.00 | \$ | 17,600.00 |
| XXX | XXXX | 48" Manhole, Per COA Detail 506S-3 | EA | 2 | \$ 7,500.00 | \$ | 15,000.00 |
| XXX | XXXX | 4'x4' Box Manhole, Per COA Detail 506S-3 | EA | 2 | \$ 7,500.00 | \$ | 15,000.00 |
| XXX | XXXX | 5'x5' Box Manhole, Per COA Detail 506S-3 | EA | 1 | \$ 8,500.00 | \$ | 8,500.00 |
| XXX | XXXX | 6'x6' Box Manhole, Per COA Detail 506S-3 | EA | 1 | \$ 10,000.00 | \$ | 10,000.00 |
| XXX | XXXX | Regrade Drainage Ditch | LF | 200 | \$ 7.00 | \$ | 1,400.00 |
| XXX | XXXX | Trench Protection | LF | 735 | \$ 1.25 | \$ | 918.75 |
| XXX | XXXX | Remove/Relocate Existing Inlets | EA | 10 | \$ 4,000.00 | \$ | 40,000.00 |
| XXX | XXXX | Remove existing Manhole | EA | 3 | \$ 3,000.00 | \$ | 9,000.00 |
| XXX | XXXX | Remove existing 24" Culvert and SET | LF | 178 | \$ 40.00 | \$ | 7,120.00 |
| XXX | XXXX | Connect to existing SSL system | EA | 3 | \$ 2,000.00 | \$ | 6,000.00 |
| XXX | XXXX | Manhole Adjustments | EA | 2 | \$ 1,500.00 | \$ | 3,000.00 |
| XXX | XXXX | Excavation | CY | 1175 | \$ 15.00 | \$ | 17,625.00 |
| XXX | XXXX | Embankment | CY | 1175 | \$ 15.00 | \$ | 17,625.00 |
| XXX | XXXX | Gate | EA | 1 | \$ 6,000.00 | \$ | 6,000.00 |
| XXX | XXXX | Chain Link Fence | LF | 475 | \$ 40.00 | \$ | 19,000.00 |
| XXX | XXXX | Guardrail | LF | 110 | \$ 201.00 | \$ | 22,110.00 |
| XXX | XXXX | Outlet, 4-Sided Area Inlet | EA | 1 | \$ 5,000.00 | \$ | 5,000.00 |
| XXX | XXXX | 18" SSL, Class III RCP All Depths (Outfall) | LF | 70 | \$ 135.00 | \$ | 9,450.00 |
| ROADWAY / DRAINAGE SUBTOTAL | | | | | | \$ | 2,387,280.57 |

| Dacy Lane at Bunton Creek Rd | | | | | | | |
|-------------------------------------|------|----------------------------------------|------|----------|--------------|------------|-------------------|
| ALTERNATIVE 2 | | | | | | | |
| Engineer's Opinion of Probable Cost | | | | | | | |
| PRELIMINARY | | | | | | | |
| May 5, 2023 | | | | | | | |
| ITEM | CODE | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL COST | |
| Option 2 - Metal Poles | | | | | | | |
| 416 | 6030 | DRILL SHAFT (TRF SIG POLE) (24 IN) | LF | 6 | \$ 460.10 | \$ | 2,760.60 |
| 416 | 6032 | DRILL SHAFT (TRF SIG POLE) (36 IN) | LF | 39 | \$ 625.00 | \$ | 24,375.00 |
| 618 | 6046 | CONDT (PVC) (SCH 80) (2") | LF | 50 | \$ 25.00 | \$ | 1,250.00 |
| 618 | 6053 | CONDT (PVC) (SCH 80) (3") | LF | 250 | \$ 20.00 | \$ | 5,000.00 |
| 618 | 6054 | CONDT (PVC) (SCH 80) (3") (BORE) | LF | 1300 | \$ 45.00 | \$ | 58,500.00 |
| 618 | 6058 | CONDT (PVC) (SCH 80) (4") | LF | 40 | \$ 22.00 | \$ | 880.00 |
| 620 | 6007 | ELEC CONDR (NO.8) BARE | LF | 1640 | \$ 1.12 | \$ | 1,836.80 |
| 620 | 6008 | ELEC CONDR (NO.8) INSULATED | LF | 1400 | \$ 1.74 | \$ | 1,698.80 |
| 620 | 6011 | ELEC CONDR (NO.4) BARE | LF | 50 | \$ 2.00 | \$ | 100.00 |
| 620 | 6012 | ELEC CONDR (NO.4) INSULATED | LF | 100 | \$ 3.00 | \$ | 300.00 |
| 624 | 6010 | GROUND BOX TY D (162922)W/APRON | EA | 5 | \$ 1,646.91 | \$ | 8,234.55 |
| 628 | 6165 | ELC SRV TY D 120/240 070(NS)AL(E)SP(O) | EA | 1 | \$ 7,520.42 | \$ | 7,520.42 |
| 644 | 6076 | REMOVE SM RD SN SUP&AM | EA | 3 | \$ 237.75 | \$ | 713.25 |
| 680 | 6002 | INSTALL HWY TRF SIG (ISOLATED) | EA | 1 | \$ 13,183.76 | \$ | 13,183.76 |
| 682 | 6001 | VEH SIG SEC (12")LED(GRN) | EA | 6 | \$ 337.95 | \$ | 2,027.70 |
| 682 | 6002 | VEH SIG SEC (12")LED(GRN ARW) | EA | 2 | \$ 337.95 | \$ | 675.90 |
| 682 | 6003 | VEH SIG SEC (12")LED(YEL) | EA | 6 | \$ 337.95 | \$ | 2,027.70 |
| 682 | 6005 | VEH SIG SEC (12")LED(RED) | EA | 6 | \$ 337.95 | \$ | 2,027.70 |
| 682 | 6018 | PED SIG SEC (LED)(COUNTDOWN) | EA | 8 | \$ 766.39 | \$ | 6,131.12 |
| 682 | 6020 | PED SIG SEC (HOUSING ONLY) | EA | 8 | \$ 150.00 | \$ | 1,200.00 |
| 682 | 6051 | BACKPLATE W/REFL BRDR(3 SEC)ALUM | EA | 4 | \$ 125.00 | \$ | 500.00 |
| 682 | 6052 | BACKPLATE W/REFL BRDR(4 SEC)ALUM | EA | 2 | \$ 153.00 | \$ | 306.00 |
| 684 | 6031 | TRF SIG CBL (TY A)(14 AWG)(5 CONDR) | LF | 1750 | \$ 2.78 | \$ | 4,865.00 |
| 684 | 6032 | TRF SIG CBL (TY A)(14 AWG)(7 CONDR) | LF | 1500 | \$ 2.94 | \$ | 4,410.00 |
| 686 | 6043 | INS TRF SIG PL AM(S)1 ARM(40")LUM | EA | 2 | \$ 22,760.43 | \$ | 45,520.86 |
| 686 | 6051 | INS TRF SIG PL AM(S)1 ARM(48")LUM | EA | 1 | \$ 17,246.68 | \$ | 17,246.68 |
| 687 | 6001 | PED POLE ASSEMBLY | EA | 1 | \$ 2,924.36 | \$ | 2,924.36 |
| 688 | 6001 | PED DETECT PUSH BUTTON (APS) | EA | 8 | \$ 1,391.01 | \$ | 11,128.08 |
| 688 | 6003 | PED DETECTOR CONTROLLER UNIT | EA | 1 | \$ 4,093.97 | \$ | 4,093.97 |
| 6058 | 6001 | BBU SYSTEM (EXTERNAL BATT CABINET) | EA | 1 | \$ 6,500.00 | \$ | 6,500.00 |
| 6119 | 6032 | LED RDWY LUMINAIRE (.25KW EQ) | EA | 2 | \$ 1,500.00 | \$ | 3,000.00 |
| 6292 | 6001 | RVDS(PRESENCE DETECTION ONLY) | EA | 3 | \$ 7,000.00 | \$ | 21,000.00 |
| SIGNAL SUBTOTAL | | | | | | \$ | 261,938.25 |



CITY OF KYLE, TEXAS

Public Radio Station Collaboration

Meeting Date: 1/2/2024
Date time: 7:00 PM

Subject/Recommendation: Hold a discussion about the possibility of collaborating on a public radio station with a non-profit organization in the city of Kyle and consider directing the City Manager to prepare all necessary documents to support this effort.~ *Lauralee Harris, Council Member and Robert Rizo, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Briefing

PROJECT BRIEFING PAPER

KYLE FM 94.1

Austin Airwaves, a nonprofit organization, has submitted an application to the Federal Communications Commission for licensing of a Low Power FM station for Kyle, TX. This station, if approved by the FCC, will initially be developed by Austin Airwaves, with transfer of the license to a local Kyle-based nonprofit after 18 months of operation, as allowed by the FCC.

For more than 20 years Austin Airwaves has been providing assistance to nonprofit radio stations both locally and internationally to help with FCC licensure applications, enhance or recover broadcast services in the event of disasters, and provide technical assistance. Services are generally provided free of charge to the local station. Typically, AA will apply for a license or help an existing organization apply and meet operational requirements. AA does not continuously operate any radio station.

As Austin Airwaves is the applicant for the Kyle area license, they have placed on their Board several Kyle residents who have some experience in radio and/or entertainment. These are Robert Rizo, John Russell and Lauralee Harris. They are in the process of applying for 501c3 nonprofit status for the new organization. The station will be locally produced mixed format, on air and through a website for streaming of live and archived shows. The station will operate 24/7. As a nonprofit it will be non-commercial, and will cover its expenses through sponsorships, fundraising and grants.

This will be a unique opportunity as the application is filed as a Public Safety station. This means that it will be available to provide timely information to the local community in the event of a public safety need or disaster, which will take priority over all other programming. Kyle is the ideal city for this type of station, as no other radio station or local television station is available to fill this need, with the exception of the City's own broadcast on Spectrum, which has limited distribution. Kyle FM will serve as a supplemental media outlet, coordinating with the City of Kyle per the City's needs. Emergency information will originate from local and state public safety entities.

When in operation Kyle FM will have a local station and tower site. In addition, the station will be able to broadcast remotely, including onsite coverage with public safety operations and at special events such as Market Days and festivals.

The FCC is in the process of reviewing 1,350 applications from a variety of groups nationwide. The Kyle application has been declared a “singleton” application, meaning no other entity has applied to serve this area. The low power FM application window generally opens only every ten years, and this could be the last time this type of licensure is offered, making it imperative that the Kyle application be approved.

Austin Airwaves is requesting a letter of support from the City of Kyle to the FCC indicating authorization for the new station to serve as a supplemental media outlet providing public safety information within its jurisdiction.



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 1/2/2024

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.
 - Kyle Sportsplex Project-RFQ-2023-40-PARD
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Purchase of property for City Facilities and Public Purposes
 - Acquisition of property for transportation improvements and related infrastructure
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Sahara

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 1/2/2024
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