

CITY OF KYLE



Notice of Regular City Council Meeting

KYLE CITY HALL
100 W. Center Street

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on 3/5/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 28th day of February, 2013 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Regular Meeting - February 19, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

III. Citizen Comment Period With City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak must sign in before the meeting begins at the Kyle City Hall. Speakers may be provided with an opportunity to speak during this time period, and they must observe the three-minute time limit.

IV. Presentation

2. Presentation of Employee of the Month for the Month of February ~ *Lanny Lambert, City Manager*
 - Michael Bristol, Utility Foreman
 - Ricardo Cisneros, Water Crew Leader

 [Attachments](#)

3. Recognition of outgoing Public Works and Service Committee members for the selfless work and dedication for the citizens of Kyle ~ *David Wilson, Council Member District 4*

 [Attachments](#)

V. Proclamations

4. Proclamation of the City of Kyle, Texas Proclaiming March 5, 2013 as "Heroes Behind the Badge Day" in the City of Kyle, Texas ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

VI. Appointments

5. Consideration of Nomination(s) for Appointment to the Parks and Recreation Committee ~ *Lucy Johnson, Mayor*

- Laddie Bordovsky, Seat 6, Term Expires 9-30-14

 [Attachments](#)

VII. Consent Agenda

6. Hometown Kyle Phase 4 Section 2 (FP-13-004)

10.464 acres; 41 Lots

Located off of Chapparo Drive

Owner: RH of Texas

Agent: Steven Ihnen, P.E., GICE Inc.

~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Statutorily Disapprove the Plat.

(Note: Statutory Disapproval (Note: In accordance with the statutory requirements of the Texas Local Government Code reflected in Sections 12.03.001, 12.05.004, 12.06.04 the following applications are recommended for statutory disapproval in order to allow the City to process the application. These applications will continue through the review process without bias and will be placed on the agenda in a timely manner once the review process is complete. Statutory disapproval in order to meet statutory requirements under these sections shall not bias future consideration of this application by the City Council).

 [Attachments](#)

7. SCC Bunton Subdivision Replat of Lot 6A to Establish Lot 1B and 2B (SFP-13-001)

10.8198 acres; 2 Commercial Lots

Located within the 5900 Block of Kyle Parkway

Owner: SCC Kyle Partners, Ltd.

Agent: Robert Smith, P.E., Doucet & Associates, Inc.

~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Statutorily Disapprove the Plat.

(Note: Statutory Disapproval (Note: In accordance with the statutory requirements of the Texas Local Government Code reflected in Sections 12.03.001, 12.05.004, 12.06.04 the following applications are recommended for statutory disapproval in order to allow the City to process the application. These applications will continue through the review process without bias and will be placed on the agenda in a timely manner once the review process is complete. Statutory disapproval in order to meet statutory requirements under these sections shall not bias future consideration of this application by the City Council).

 [Attachments](#)

8. The Villas at Creekside - Preliminary Plan (PP-13-001)
3.846 acres; 30 Townhouse Lots
Located at 104 Creekside Trail
Owner: FHC Consolidated LP and KCW Interests 3, LLC.
Agent: Kelly Kilber, P.E., Pro-Tech Engineering Group, Inc.
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approve the Preliminary Plan.

 [Attachments](#)

9. Waterleaf Subdivision Phase A Section 5B - Final Plat (FP-13-003)
16.815 acres; 53 Lots
Located off of E. FM 150 near the intersection of Waterleaf Blvd & Sunnyside Dr
Owner: KB Home Lone Star, LP
Agent: Steven P. Cates, P.E., Carlson, Brigance & Doering, Inc.
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approve the Plat.

 [Attachments](#)

10. Waterleaf Subdivision Phase B Section 5 - Final Plat (FP-12-008)
33.749 acres; 88 Lots
Located off of East FM 150
Owner: KB Home Lone Star, LP
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approve the Plat.

 [Attachments](#)

11. Authorize award and execution of a Purchase Order to LASER TECHNOLOGY, INC., of Centennial, Colorado, in an amount not to exceed \$4,500.00 to acquire two hand-held radars for the police motorcycle patrol units ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

12. Authorize award and execution of a Purchase Order to FIVE STAR ELECTRIC of San Antonio, Texas, in an amount not to exceed \$6,800.00 to replace a failed variable frequency drive at the Yarrington Station ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

13. Authorize award and execution of a Purchase Order to J&K UTILITY SERVICES

of Buda, Texas, in an amount not to exceed \$2,552.94 for the installation of security lighting improvements at the Yarrington Station ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

14. Approval of Execution of the Partial Vacation of Drainage Easement/Private Wastewater Easement and Grant of Drainage Easement/Private Wastewater Easement for the Plat of the Brod Subdivision ~ *Steven Widacki, P.E., City Engineer*

 [Attachments](#)

VIII. Consider and Possible Action

15. Consider a request by DDR DB Kyle, LP (Ross Dress for Less - 5086 Kyle Center Drive) for a Conditional Use Permit to construct a 25,000 square foot building located within the Interstate Highway 35 Corridor District ~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approved the Conditional Use Permit.

- Public Hearing

 [Attachments](#)

16. Consider an amendment to Article V - Landscaping and Screening Requirements to add Section 53-995 Tree Ordinance to the City of Kyle, City Code ~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to postpone until the March 26th meeting.

- Public Hearing

 [Attachments](#)

17. Authorize the City Manager to issue reimbursement payment #1 to Hays County in the amount of \$1,730,015.51 for right-of-way acquisitions and related services in accordance with the interlocal agreement for the RM 150 improvements project ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

18. Consideration and Possible Action to Approve the Joint Election Agreement by and between the City of Kyle and North Hays County Municipal Utility District No. 1 ~ *Lanny Lambert, City Manager*

 [Attachments](#)

19. Consideration and Possible Action to Approve the Naming of Public Facilities Policy ~ *Lanny Lambert, City Manager*

 [Attachments](#)

20. *(First Reading)* AN ORDINANCE SUSPENDING THE IMPLEMENTATION OF THE INTERIM RATE ADJUSTMENT UNDER SECTION 104.301 OF THE TEXAS UTILITIES CODE BY TEXAS GAS SERVICE COMPANY WITHIN THE CITY OF KYLE, TEXAS; REQUESTING REIMBURSEMENT FOR THE CITY'S EXPENSES FOR HIRING CONSULTANTS TO ASSIST THE CITY IN ITS REVIEW AND CONSIDERATION OF THE RATE ADJUSTMENT; AND PROVIDING FOR AN EFFECTIVE DATE ~ *Jerry Hendrix, Director of Community Development*

 [Attachments](#)

21. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING PART II, CHAPTER 2, ARTICLE III, DIVISION 4, SUBDIVISION I & II OF THE CITY OF KYLE MUNICIPAL CODE DEALING WITH THE STRATEGIC PLANNING AND FINANCE COMMITTEE, THE COMMUNITY RELATIONS COMMITTEE, THE PUBLIC WORKS & SERVICE COMMITTEE, THE MOBILITY COMMITTEE, THE PARKS AND RECREATION COMMITTEE, THE SAFETY & EMERGENCY SERVICES COMMITTEE, AND THE ECONOMIC DEVELOPMENT AND TOURISM COMMITTEE; REVISING MEMBERS OF OFFICE; REVISING DUTIES, MEMBERSHIP, TERMS, APPOINTMENTS; AND PROVIDING FOR RELATED MATTERS ~ *Brad Pickett, Council Member District 3*

 [Attachments](#)

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS DECLARING THE CITY'S OPPOSITION TO THE KYLE FIRE DEPARTMENT AND HAYS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8'S PLANS TO PLACE A PROPOSITION IN THE MAY 2013 GENERAL ELECTION BALLOT TO COLLECT SALES TAX FROM AREAS IN THE CITY OF KYLE EXTRA-TERRITORIAL JURISDICTION AND STATING THAT SUCH AN ACTION WOULD HAVE SEVERE RAMIFICATIONS DETRIMENTAL ON THE CITY'S ABILITY TO GROW INTO THOSE AREAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE ~ *Becky Selbera, Council Member District 2*

 [Attachments](#)

IX. Planning and Zoning

Zoning

23. *(First Reading)* AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF

REZONING APPROXIMATELY 5.115 ACRES OF LAND FROM 'C-2' COMMERCIAL – GENERAL BUSINESS TO 'RS' RETAIL SERVICE DISTRICT, ON PROPERTY LOCATED AT 770 WINDY HILL ROAD, IN HAYS COUNTY, TEXAS. (NESTER DEVELOPMENT AND STEVEN AND REBECCA ENTERPRISES, INC. Z-13-001); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Deny the rezone request of Retail Services and made a Recommendation to rezone the property to Community Commercial.

- Public Hearing

 [Attachments](#)

X. City Managers Report

24. Update on Various Capital Improvement Projects, Road Projects, Building Program, and/or General Operational Activities ~ *Lanny Lambert, City Manager*

- Discussion of Joint City Council/P&Z Meeting on March 12, 2013 at 6:30 p.m.
- Present Resolution for Annexation

 [Attachments](#)

XI. Executive Session

25. Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.071 and Tex. Gov't Code § 551.074, Consultation with Attorney and Personnel Matters:

- a. terms and conditions of City Attorney contract
- b. performance evaluation criteria
- c. performance of City Attorney

 [Attachments](#)

26. Reconvene Into Public Session and take action as appropriate in the Council's discretion regarding:

- a. terms and conditions of City Attorney contract
- b. performance evaluation criteria
- c. performance of City Attorney

 [Attachments](#)

XII. ADJOURN

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

*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC.551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to:(1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.



CITY OF KYLE, TEXAS

City Council Regular Meeting -
February 19, 2013

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - February 19, 2013 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the February 19th Regular Meeting of the City Council, a copy of which is included with the meeting packet.

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[City Council Regular Meeting Minutes - February 19, 2013](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on February 19, 2013 at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson	Mario Requejo-Lee
Mayor Pro Tem Diane Hervol	Faye Toland
Council Member Samantha LeMense	Leila Siqueiros
Council Member Becky Selbera	
Council Member Ray Bryant	
Council Member David Wilson	
Lanny Lambert, City Manager	
James Earp, Assistant City Manager	
Jerry Hendrix, Director of Communications	
Perwez Moheet, Finance Director	
Steven Wadacki, City Engineer	
Sofia Nelson, Director of Planning	
Chief Barnett, Police Chief	
Mark Shellard, IT Director	
Julian Grant, City Attorney	

CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 7:02 P.M.

ROLL CALL

Mayor Johnson called for roll call. Present were Mayor Johnson, Mayor Pro Tem Hervol, Council Members LeMense, Selbera, Bryant, and Wilson.

Mayor Johnson stated that Council Member Pickett's was running late but would arrive shortly.

APPROVAL OF MINUTES

CITY COUNCIL SPECIAL CALLED MEETING - JANUARY 29, 2013 ~ AMELIA SANCHEZ, CITY SECRETARY

CITY COUNCIL REGULAR MEETING - FEBRUARY 5, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Council Member LeMense moved to approve the January 29, 2013 City Council Special Called Meeting Minutes, and to approve the City Council Regular Meeting Minutes of February 5, 2013. Council Member Bryant seconds the motion. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING
February 19, 2013 – Page 2
Kyle City Hall

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Johnson opened the citizens comment period at 7:03 pm and called for comments on items not on the agenda or posted for public hearing. Maria Requejo Lee, representing the Kyle Citizen Police Academy Alumni Association spoke and stated the Association was working with the Police Department and wanted to introduce the group to the community by hosting a law enforcement documentary called Hero's behind the Badge to be held at Texas State University, February 22, at 7pm and invited all to come and support all law enforcement officers. Faye Toland spoke and stated that she agreed with item 15 on the agenda and that it is time to have a Planning and Zoning review and make recommendations regarding the Plum Creek Planned Unit Development giving residents information and time to object to projects. Leila Siqueiros with the Texas Masonry Council and stated that she had spoken to Council previously and that she understood that the City would be working on zoning changes soon. She provided information packets for anyone that was unfamiliar with the Masonry Council and stated that she was available for questions. With no one wishing to speak, Mayor Johnson closed the public hearing at 7:011 pm.

Council Member Pickett arrived at 7:10 P.M.

APPOINTMENTS

CONSIDERATION OF NOMINATIONS FOR APPOINTMENT TO THE STRATEGIC PLANNING & FINANCE COMMITTEE ~ *LUCY JOHNSON, MAYOR*

- Thomas Brown - Place 4, District 4, Term to Expire 9/30/2014
- David Rabago - Place 7, At Large, Term to Expire 9/30/2015
- Jeff Hatala - Place 7, At Large **Alternate**

Mayor Johnson moved to approve Thomas Brown to Place 4, David Rabago to Place 7, and Jeff Hatala Place 7 to the Strategic Planning and Finance committee. Council Member Selbera seconds the motion. Mayor Johnson amends her motion to include Jeff Hatala as an alternate in Place 7. Council Member Selbera agrees with the amendment. All votes aye. Motion carried.

CONSENT AGENDA

(Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS ORDERING THE MAY 11, 2013 GENERAL ELECTION AND ESTABLISHING THE PROCEDURE THEREFORE, AND PROVIDING FOR RELATED MATTERS ~
Amelia Sanchez, City Secretary

CITY COUNCIL REGULAR MEETING
 February 19, 2013 – Page 3
 Kyle City Hall

PLUM CREEK PHASE 1 SECTION 11J - PRELIMINARY PLAN (PP-12-005)
 20.864 ACRES; 1 COMMERCIAL LOT; LOCATED SOUTHWEST OF THE
 INTERSECTION OF KOHLER'S CROSSING AND FM 1626 ADJACENT TO THE
 PLUM CREEK GOLF COURSE DRIVING RANGE
 OWNER: PLUM CREEK DEVELOPMENT PARTNERS, LTD.
 AGENT: ALAN RHAMES, P.E., AXIOM ENGINEERS INC.
 ~ SOFIA NELSON, DIRECTOR OF PLANNING

The Planning and Zoning Commission voted 6-0 to approve the preliminary plan.

PLUM CREEK PHASE 1 SECTION 11J - FINAL PLAT (FP-12-007)
 20.864 ACRES; 1 COMMERCIAL LOT; LOCATED SOUTHWEST OF THE
 INTERSECTION OF KOHLER'S CROSSING AND FM 1626 ADJACENT TO THE
 PLUM CREEK GOLF COURSE DRIVING RANGE
 OWNER: PLUM CREEK DEVELOPMENT PARTNERS, LTD.
 AGENT: ALAN RHAMES, P.E., AXIOM ENGINEERS INC.
 ~ SOFIA NELSON, DIRECTOR OF PLANNING

The Planning and Zoning Commission voted 6-0 to approve the final plat

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO EWING
 IRRIGATION, OF AUSTIN, TEXAS, IN AN AMOUNT NOT EXCEED \$8,400.00
 FOR THE MATERIALS NEEDED TO REPLACE AND REPAIR THE EXISTING
 LANDSCAPE IRRIGATION SYSTEM IN MARY KYLE HARTSON CITY SQUARE
 PARK. ~ *KERRY URBANOWICZ, DIRECTOR OF PARKS & RECREATION*

POSSIBLE ACTION REGARDING FINDING 12 BOXES OF USED VHS TAPES
 AND 1 BOX OF USED BOOKS TO BE OF LITTLE TO NO VALUE, AND
 DIRECTING THE LIBRARY DIRECTOR TO DISPOSE OF THE USED SURPLUS
 BY GIFTING IT TO THE LIBRARY THRIFT SHOP WHERE THEY CAN BE
 LIQUIDATED AND OR DISPOSED OF ~ *CONNIE BROOKS, DIRECTOR OF
 PUBLIC LIBRARY*

AUTHORIZE AWARD AND EXECUTION OF A 60-MONTH LEASE AGREEMENT
 WITH TLC OFFICE SYSTEMS OF HOUSTON, TEXAS IN AN AMOUNT NOT TO
 EXCEED \$488.32 PER MONTH OR \$29,299.20 FOR THE TERM OF THE LEASE
 PLUS ANY EXCESS USE CHARGES FOR THREE (3) COLOR COPIERS FOR THE
 KYLE POLICE DEPARTMENT. ~ *MARK SHELLARD, DIRECTOR OF
 INFORMATION TECHNOLOGY*

Mayor Pro Tem Hervol moved to approve Consent Agenda **Item #4** ~ (Second Reading)

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

An Ordinance of the City of Kyle Texas Ordering the May11, 2013 General Election and Establishing the Procedure therefore, and Providing for Related Matters; **Item #5** ~ Plum Creek Phase 1 Section 11J - Preliminary Plan (PP-12-005) 20.864 acres; 1 Commercial Lot Located southwest of the intersection of Kohler's Crossing and FM 1626 adjacent to the Plum Creek Golf Course Driving Range; **Item #6** ~ Plum Creek Phase 1 Section 11J - Final Plat (FP-12-007) 20.864 acres; 1 Commercial Lot Located southwest of the intersection of Kohler's Crossing and FM 1626 adjacent to the Plum Creek Golf Course Driving Range; **Item #7** ~ Authorize award and execution of a Purchase Order to EWING IRRIGATION, of Austin, Texas, in an amount not exceed \$8,400.00 for the materials needed to replace and repair the existing landscape irrigation system in Mary Kyle Hartson City Square Park; **Item #8** ~ Possible action regarding finding 12 boxes of used VHS tapes and 1 box of used books to be of little to no value, and directing the Library Director to dispose of the used surplus by gifting it to the Library Thrift Shop where they can be liquidated and or disposed of; and **Item #9** ~ Authorize award and execution of a 60-month lease agreement with TLC OFFICE SYSTEMS of Houston, Texas in an amount not to exceed \$488.32 per month or \$29,299.20 for the term of the lease plus any excess use charges for three (3) color copiers for the Kyle Police Department. Council Member LeMense seconds the motion. All aye. Motion carried.

CONSIDER AND POSSIBLE ACTION

CONDUCT A PUBLIC HEARING TO OBTAIN CITIZEN COMMENTS ON THE ISSUANCE OF CITY OF KYLE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 IN AN AMOUNT NOT TO EXCEED \$14,500,000 TO REFUND A PORTION OF ITS OUTSTANDING COMBINATION TAX AND REVENUE CERTIFICATES, SERIES 2007 AND TO REFUND PRIOR TO SCHEDULED MATURITY ALL OF ITS STATE INFRASTRUCTURE BANK LOAN AGREEMENT NUMBER II ORIGINALLY ENTERED INTO BY THE CITY IN AUGUST, 2009. THE PURPOSE OF THE REFUNDING IS TO PROVIDE DEBT SERVICE SAVINGS TO THE CITY. RELATED TO AGENDA ITEM NO. 11 ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 7:18 P.M. to hear comments on the issuance of City of Kyle, Texas, General Obligation Refunding Bonds, With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:19 P.M.

APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF KYLE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 IN AN AMOUNT NOT TO EXCEED \$14,500,000 TO REFUND A PORTION OF ITS OUTSTANDING COMBINATION TAX AND REVENUE CERTIFICATES, SERIES

2007 AND TO REFUND PRIOR TO SCHEDULED MATURITY ALL OF ITS STATE INFRASTRUCTURE BANK LOAN AGREEMENT NUMBER II ORIGINALLY ENTERED INTO BY THE CITY IN AUGUST, 2009. THE PURPOSE OF THE REFUNDING IS TO PROVIDE DEBT SERVICE SAVINGS TO THE CITY. RELATED TO AGENDA ITEM NO. 10 ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Mayor Pro Tem Hervol moved to Approve an Ordinance authorizing the issuance of City of Kyle, Texas, General Obligation Refunding Bonds, Series 2013 in an amount not to exceed \$14,500,000 to refund a portion of its outstanding Combination Tax and Revenue Certificates, Series 2007 and to refund prior to scheduled maturity all of its State Infrastructure Bank Loan Agreement Number II originally entered into by the City in August, 2009. The purpose of the refunding is to provide debt service savings to the City. Related to Agenda Item No. 10. Council Member LeMense seconds the motion. All aye. Motion carried.

PRESENTATION AND ACCEPTANCE OF CITY OF KYLE'S FIRST COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND THE INDEPENDENT AUDITORS' REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE AND DAN SHANER, CPA, PARTNER, ATCHLEY & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS.*

Mayor Pro Tem Hervol moved to accept the City of Kyle's first Comprehensive Annual Financial Report (CAFR) and the Independent Auditors' Report for the Fiscal Year Ended September 30, 2012. Council Member Bryant seconds the motion. All aye. Motion carried.

(Second Reading and Public Hearing) APPROVE AN ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY OF KYLE, TEXAS, MAKING PROVISION FOR THE CONDUCT AND GIVING NOTICE OF SAID ELECTION; PROVIDING FOR THE COMBINING OF THE BOND ELECTION IN CONJUNCTION WITH THE GENERAL ELECTION; AUTHORIZING A JOINT ELECTION WITH OTHER ENTITIES HOLDING ELECTIONS ON THE SAME DATE IN THE TERRITORY OF THE CITY; AND CONTAINING OTHER PROVISIONS NECESSARY AND INCIDENTAL TO THE PURPOSES HEREOF ~ *Julian Grant, City Attorney*

PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 7:56 P.M. to hear comments on An Ordinance calling a Bond Election to be held within the City of Kyle, Texas,

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Making Provision for the conduct and giving notice of said Election; Providing for the combining of the Bond Election in conjunction with the General Election; Authorizing a Joint Election with other entities holding Elections on the same date in the territory of the City; And containing other Provisions necessary and Incidental to the Purposes hereof. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:56 P.M.

Mayor Pro Tem Hervol moved to Approve (*Second Reading*) An Ordinance calling a Bond Election to be held within the City of Kyle, Texas, Making Provision for the conduct and giving notice of said Election; Providing for the combining of the Bond Election in conjunction with the General Election; Authorizing a Joint Election with other entities holding Elections on the same date in the territory of the City; And containing other Provisions necessary and Incidental to the Purposes hereof. Council Member LeMense seconds the motion. All aye. Motion carried.

AUTHORIZE THE CITY MANAGER TO FILE A GRANT APPLICATION IN THE AMOUNT OF \$37,621 TO THE OFFICE OF THE GOVERNOR, VIOLENT CRIMES AGAINST WOMEN CRIMINAL JUSTICE AND TRAINING PROJECTS GRANT; AND AUTHORIZE \$20,258 IN MATCHING FUNDS FROM THE POLICE DEPARTMENT'S APPROVED OPERATING BUDGET FOR FY2013-2014, TO CONTINUE TO FUND THE POLICE DEPARTMENT'S FULL-TIME, VICTIM'S COORDINATOR POSITION FOR A SECOND YEAR ENDING AUGUST 31, 2014 ~
Joshua Moreno, Grants Administrator

Council Member Wilson moves the Authorize the City Manager to file a Grant Application in the amount of \$37,621. to the Office of the governor, Violent Crimes Against Women Criminal Justice and Training Projects Grant; and authorize \$20,258. in matching funds from the Police Department's approved operating budget for FY 2013-2014, to continue to fund the Police Department's full time, Victim's Coordinator position for a second year ending August 31, 2014. Council Member LeMense seconds the motion. All aye. Motion carried.

DISCUSSION AND POSSIBLE ACTION AUTHORIZING THE PLANNING & ZONING COMMISSION TO REVIEW AND MAKE RECOMMENDATION REGARDING THE PLUM CREEK PLANNED UNIT DEVELOPMENT (PUD) ~
LUCY JOHNSON, MAYOR

Mayor Johnson moved that Council authorize Planning and Zoning Commission to review and make recommendations regarding the Plum Creek PUD. Council Member LeMense seconds the motion. All aye. Motion carried.

CONSIDERATION AND POSSIBLE ACTION REGARDING THE AWARDING OF COMMUNITY SUPPORT GRANT FUNDS FOR FY 2012-2013 ~

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JERRY HENDRIX, DIRECTOR OF COMMUNITY DEVELOPMENT

Barbara Pelech, Chair for the the Community Relations Committee stated that the Committee recommended approval of the following organizations for the FY 2012-2013 Community Support Grants that totaled \$22,000. and carry the left over funds of \$8000. to the 2013 -2014 budget year.

1. Hays County Food Bank, \$4,000.
2. Casa of Central Texas, \$6,000.
3. Hays-Caldwell Women' Center, \$9,000.
4. Girls Empowerment Center (genaustin) \$3,000.

Council Member Bryant moved to approve the Awarding of Community Support Grant Funds for FY 2012-2013 as recommended by the Committee. Council Member LeMense seconds the motion. All aye. Motion carried.

Mayor Johnson skips item #1 pending Executive Session.

CITY MANAGERS REPORT

UPDATE ON VARIOUS CAPITAL IMPROVEMENT PROJECTS, ROAD PROJECTS, BUILDING PROGRAM, AND/OR GENERAL OPERATIONAL ACTIVITIES ~ *LANNY LAMBERT, CITY MANAGER*

- Discussion of Joint City Council/P&Z Meeting on March 12, 2013 at 6:30 p.m.
- Discussion of Naming of Public Facilities Policy
- Discussion of City Goals for 2013
- Discussion of Intersection of Kohler's Crossing & FM 1626

City Manager Lanny Lambert discussed the Joint City Council/P&Z Meeting on March 12, 2013 at 6:30 P. M. asked Council for input on activities for the meeting.

Mr. Lambert stated that attached to the agenda was a draft of a proposed naming of public facilities policy for their review and input and for consideration at the first meeting in March , as well as an attachment for City Goals for each department for 2013. The last item was a proposal the City had received from TXDOT to either install traffic signals or a round about for Kohler's Crossing and FM 1626. He stated that he was told by the State that it would cost the same amount of money and they would like to know what the City would like to have at this intersection, and he proposed that it be sent to one of the Boards and Commissions such as Planning and Zoning, Mobility and Public Works and

CITY COUNCIL REGULAR MEETING

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Public Safety for input to the City Council. Council Member Wilson stated that Mobility had seen this previously and that there was a dollar amount tied to this. City Manager Lanny Lambert stated that he was told by the State the money was available but they needed a decision within 45 days. After discussion by Council it was decided to send it to P&Z, Mobility, and Public Safety Committee for review and make recommendations to Council. Mayor Johnson stated the priority would be to have it on the agenda for Council action the second Council meeting in March

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T. CODE, § 551.071, CONSULTATION WITH CITY ATTORNEY REGARDING LITIGATION UPDATE, *CITY OF KYLE V. BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT*

Mayor Johnson moved to Convene into Executive Session at 8:49 P.M. pursuant to Tex. Gov't. Code, § 551.071, Consultation with City Attorney regarding litigation update, *City of Kyle v. Barton Springs-Edwards Aquifer Conservation District*. Council Member Lemense seconds the motion. All aye. Motion carried.

Mayor Johnson left the meeting at 8:50 P.M. due to illness.

RECONVENE INTO PUBLIC SESSION AND TAKE ACTION AS APPROPRIATE IN THE COUNCIL'S DISCRETION REGARDING LITIGATION UPDATE, *CITY OF KYLE V. BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT*

Mayor Pro Tem Hervol Reconvene Into Public Session at 9:00 P.M. and take action as appropriate in the Council's discretion regarding litigation update, *City of Kyle v. Barton Springs-Edwards Aquifer Conservation District*. Council Member Lemense seconds the motion. All aye. Motion carried.

Mayor Pro Tem Hervol stated no action was taken during Executive Session and moved to Item #17.

APPROVAL OF THE FINAL AGREED JUDGMENT BETWEEN CITY AND BSEADC REMANDING THE CASE FROM THE HAYS COUNTY DISTRICT COURT TO THE BSEADC BOARD FOR A HEARING OF LIMITED SCOPE BASED UPON THE COURT'S PRIOR RULING, DEALING WITH THE CITY'S PETITION FOR USE OF ADDITIONAL WATER ~ *JULIAN GRANT, CITY ATTORNEY*

Council Member Pickett moved to Approve the final agreed judgment between City and BSEADC remanding the case from the Hays County District Court to the BSEADC

board for a hearing of limited scope based upon the Court's prior ruling, dealing with the City's petition for use of additional water. Council Member Lemense seconds the motion. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING

February 19, 2013 – Page 9

Kyle City Hall

ADJOURN

With no further business to discuss Council Member Lemense moves to adjourn. Council Member Bryant seconds the motion. All votes aye. Motion carried.

The City Council meeting adjourned at 9:03 P.M.

Lucy Johnson, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Employee of the Month

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Presentation of Employee of the Month for the Month of February ~
Lanny Lambert, City Manager

- Michael Bristol, Utility Foreman
- Ricardo Cisneros, Water Crew Leader

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

📄 [Michael Bristol](#)

📄 [Ricardo Cisneros](#)



Item # 2





CITY OF KYLE, TEXAS

Recognition of outgoing Public Works & Service committee members

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Recognition of outgoing Public Works and Service Committee members for the selfless work and dedication for the citizens of Kyle ~
David Wilson, Council Member District 4

Other Information: Presentation of certification of appreciation to Kelly Hoag and Ann Long for their service on the Public Works and Service Committee

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



CITY OF KYLE, TEXAS

Heros Behind the Badge Proclamation

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Proclamation of the City of Kyle, Texas Proclaiming March 5, 2013 as "Heroes Behind the Badge Day" in the City of Kyle, Texas ~ *Jeff Barnett, Chief of Police*

Other Information: ;

Budget Information:

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[Heros Behind the Badge Proclamation](#)

CITY OF KYLE



City Council Proclamation

WHEREAS, the National Law Enforcement Officers Memorial, states "on average, one law enforcement officer is killed in the line of duty somewhere in the United States every 53 hours";

Attachment number 1 \nPage 1

WHEREAS, the National Law Enforcement Officers Memorial lists Texas with the most names on its wall with 1,631 names since its inception in 1971;

WHEREAS, in 2013 the National Law Enforcement Officers Memorial Fund, will add approximately 131 line-of-duty names to the memorial wall, with 15 of the names coming from the State of Texas;

WHEREAS, the National Law Enforcement Officers Memorial Wall will never be completed because the line-of-duty deaths and other related deaths of law enforcement officers will never end;

WHEREAS, Texas leads the nation in fallen law enforcement officers each year, and each death affects many more family members, friends, neighbors, and co-workers;

WHEREAS, the physical, emotional, and financial impact of fallen officers falls on people of all ages and abilities, and of all economic, racial, and social backgrounds;

WHEREAS, the law enforcement documentary, Heroes Behind the Badge, provides an opportunity to educate all the people about the honor and distinction of the men and women who become law enforcement officers and the work performed for the community regardless of economic, racial, and social background;

WHEREAS, the City of Kyle has suffered the loss of a fallen officer, Night Watchman Henry Hampton Joslin; and Hays County Sheriff's department has suffered the loss of two fallen officers, Deputy Sheriff Henry C. Banks and Special Deputy Sheriff John S. Davis;

WHEREAS, the Kyle Citizen Police Academy Alumni Association is joining forces with Modern City Entertainment, the National Law Enforcement Officers Memorial Fund, other Alumni Associations, criminal justice officials, and concerned citizens throughout the City of Kyle, Hays County and America to raise awareness of the ultimate sacrifice made by the men and women of law enforcement and to honor the ultimate sacrifice and those who continue to serve and protect;

NOW THEREFORE, the Hays County Commissioners Court does hereby proclaim and reaffirm this commitment to respect and support the duties of law enforcement officers throughout the City of Kyle, Hays County, the State of Texas and America; and express our appreciation for those fallen officers and surviving officers who have turned tragedy into a motivating force to improve the safety of all communities and build an on-going relationship with each community based on trust, respect, and dedication to protect all individuals without bias of economic, racial and social background.

NOW, THEREFORE I, Lucy Johnson, Mayor of the City of Kyle, do hereby proclaim **March 5th, 2013** as

"Heroes Behind the Badge Day"

in Kyle and hereby proclaim and reaffirm this commitment to respect and support the duties of law enforcement officers throughout the City of Kyle, Hays County, the State of Texas and America; and express our appreciation for those fallen officers and surviving officers who have turned tragedy into a motivating force to improve the safety of all communities and build an on-going relationship with each community based on trust, respect, and dedication to protect all individuals without bias of economic, racial and social background.

SIGNED AND ENTERED THIS 5TH DAY OF MARCH 2013

Lucy Johnson, Mayor

Becky Selbera, Council District 2

Diane Hervol, Mayor Pro Tem

Brad Pickett, Council District 3

David Wilson, Council District 4

Samantha LeMense, Council District 5

Ray Bryant, Council District 6

Item # 4



CITY OF KYLE, TEXAS

Appointments to Parks and Recreation Committee

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Consideration of Nomination(s) for Appointment to the Parks and Recreation Committee ~ *Lucy Johnson, Mayor*

- Laddie Bordovsky, Seat 6, Term Expires 9-30-14

Other Information:

Budget Information: A Fiscal Note is not required.

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Attachments / click to download

[Laddie Bordovsky Committee Application](#)



Grace Nino <gracenino@cityofkyle.com>

City of Kyle Texas Website submission: Committee Volunteer Application

City of Kyle Texas <webmaster@cityofkyle.com>

Fri, Dec 7, 2012 at 3:31 PM

To: gracenino@cityofkyle.com

Submitted on Friday, December 7, 2012 - 15:31
Submitted by anonymous user: [108.178.72.190]
Submitted values are:

Name: Laddie Bordovsky
Address: 111 Casper Cove
E-Mail: lbordovsky@hotmail.com
Best Phone Number to Reach You: [512-470-5186](tel:512-470-5186)
Sub Division: Steeplechase

Committees you are interested in: Ethics Committee, The Parks and Recreation Committee, The Public Works & Service Committee, The Safety and Emergency Services Committee, Board of Adjustment.

Professional, Education and Work Background: Previously worked in public safety for the City of Austin, Experience paint contractor, Retired for the TXDOT as a Facility Manager. Currently employed at a collision Center in Lockhart. Associate Degree in Management

Previous or Current Community/Committee Involvements: Previously served on the Kyle Board of Adjustments.

Special Knowledge or Experience: Previously worked in public safety for the City of Austin (Austin Police Dept 2 years, Austin Fire Dept 5 1/2 years), Experience paint contractor, Retired from TXDOT as a Facility Manager. Currently employed at a collision Center in Lockhart. Associate Degree in Management

How long have you been a Kyle resident? 10 years

Today's Date: 2012-12-07

Other Comments: Look forward to see the City of Kyle operate in an efficient manner and keeping all areas of the Kyle community treated fairly and all citizens receiving great services.

Item # 5



CITY OF KYLE, TEXAS

Meeting Date: 3/5/2013
Date time: 7:00 PM

Hometown Kyle Phase 4 Section 2

Subject/Recommendation: Hometown Kyle Phase 4 Section 2 (FP-13-004)
10.464 acres; 41 Lots
Located off of Chapparo Drive
Owner: RH of Texas
Agent: Steven Ihnen, P.E., GICE Inc.
~ Sofia Nelson, Director of Planning

Planning and Zoning Commission voted 7-0 to Statutorily Disapprove the Plat.

(Note: Statutory Disapproval (Note: In accordance with the statutory requirements of the Texas Local Government Code reflected in Sections 12.03.001, 12.05.004, 12.06.04 the following applications are recommended for statutory disapproval in order to allow the City to process the application. These applications will continue through the review process without bias and will be placed on the agenda in a timely manner once the review process is complete. Statutory disapproval in order to meet statutory requirements under these sections shall not bias future consideration of this application by the City Council).

Other Information: N/A

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



CITY OF KYLE, TEXAS

Meeting Date: 3/5/2013
Date time: 7:00 PM

SCC Bunton Replat 6A

Subject/Recommendation: SCC Bunton Subdivision Replat of Lot 6A to Establish Lot 1B and 2B (SFP-13-001)
10.8198 acres; 2 Commercial Lots
Located within the 5900 Block of Kyle Parkway
Owner: SCC Kyle Partners, Ltd.
Agent: Robert Smith, P.E., Doucet & Associates, Inc.
~ Sofia Nelson, Director of Planning

Planning and Zoning Commission voted 7-0 to Statutorily Disapprove the Plat.

(Note: Statutory Disapproval (Note: In accordance with the statutory requirements of the Texas Local Government Code reflected in Sections 12.03.001, 12.05.004, 12.06.04 the following applications are recommended for statutory disapproval in order to allow the City to process the application. These applications will continue through the review process without bias and will be placed on the agenda in a timely manner once the review process is complete. Statutory disapproval in order to meet statutory requirements under these sections shall not bias future consideration of this application by the City Council).

Other Information: N/A

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

Cover Memo

Item # 7



CITY OF KYLE, TEXAS

The Villas at Creekside

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: The Villas at Creekside - Preliminary Plan (PP-13-001)
3.846 acres; 30 Townhouse Lots
Located at 104 Creekside Trail
Owner: FHC Consolidated LP and KCW Interests 3, LLC.
Agent: Kelly Kilber, P.E., Pro-Tech Engineering Group, Inc.
~ Sofia Nelson, Director of Planning

Planning and Zoning Commission voted 7-0 to Approve the Preliminary Plan.

Other Information: Please see attachments

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Preliminary Plan](#)
- [Staff Report](#)

MEMORANDUM

TO: City Council

FROM: Sofia Nelson, Director of Planning

DATE: February 27, 2013

SUBJECT: The Villas at Creekside- Preliminary Plan (PP-13-001)

Planning and Zoning Commission Recommendation : On February 26th the Planning and Zoning Commission unanimously recommended approval of the request.

BACKGROUND

Site Information and Proposal

The subject property occupies 3.8 acres located approximately 650 feet north of FM 150. The proposed project will re-subdivide the land into 30 lots for townhome units with the R-1-T zoning classification along with a new street named Creekside Villa Drive which is a 60-foot right-of-way to serve the new development.

Utilities

Water and Wastewater service will be provided by the City of Kyle.

Access

The proposed development will be made accessible by Creekside Trail.

Parkland

On January 28, 2013, the Parks & Recreation Committee met and item # 2 on their agenda was to "Consider and Possible Action - Parkland Dedication for Lot2C of the Hill Replat for a 30 unit townhome development". With a quorum and a unanimous vote, the committee recommends the following:

- Payment of Park Land Fee (\$600/LUE) plus Payment of Park Development Fee (\$600/LUE) = total of \$1,200/LUE. 30 LUE's x \$1,200 = \$36,000;

or if the applicant wishes

- Provide the following park improvements until the \$36,000 is justified:
- Connect a waste-water line and provide for future connection serving the future Oso Oro Park on Creekside Trail. This line would need to be large enough to serve the future park, meet all city requirements and have the proper city officials approve the plans,

construction, inspection and values associated with this project; if fund value remain after this project is complete

- Construct tables and bbq grills at Lake Kyle; and if fund value still remain after these 2 projects are complete
- cash deposit into the Park Development Fund

STAFF RECOMMENDATION:

Staff is recommending approval of the request for the following reasons:

- The plat is consistent with all zoning requirements for the property.
- The proposed provision and configuration of roads, water, wastewater, drainage and easements and rights-of-way appear to be adequate and will be further reviewed prior to the approval of the final plat.

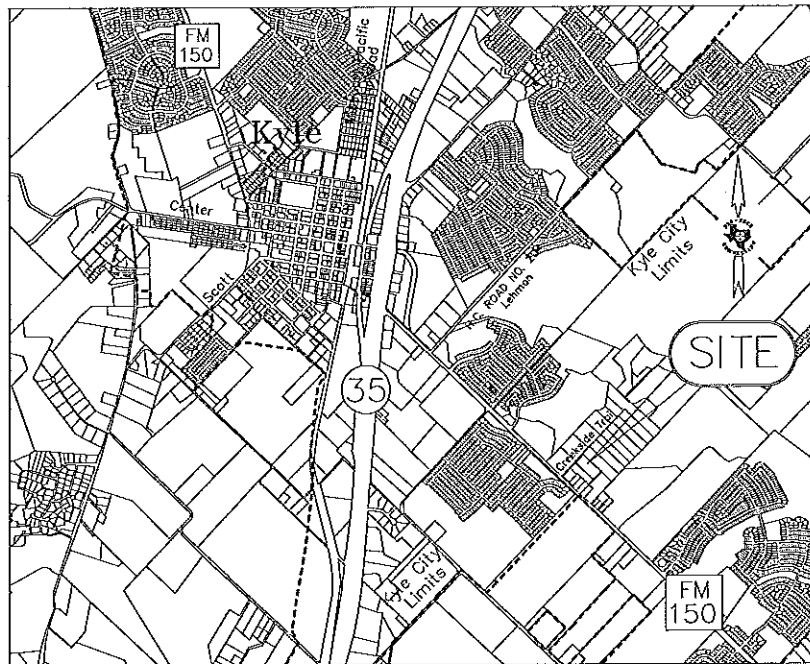
THE VILLAS AT CREEKSIDE

Preliminary Improvement Plans

City of Kyle Hays County, Texas

SHEET INDEX

1. Cover Sheet
2. Preliminary Plat By Melvin Hodgkiss
3. Drainage Plan
4. Paving Grading Plan
5. Water Distribution Plan
6. Waste Water Plan
7. Paving and Drainage Details
8. Street Lighting Plan



LOCATION MAP

N.T.S.

SUBMITTED BY:

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF PUBLIC REVIEW UNDER THE AUTHORITY OF KELLY KILBER, P.E. #19863. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

KELLY KILBER, P.E.

APPROVED BY:

CITY OF KYLE



ENGINEERING GROUP
INCORPORATED
Reg. No. 7-1001
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

February 13, 2013

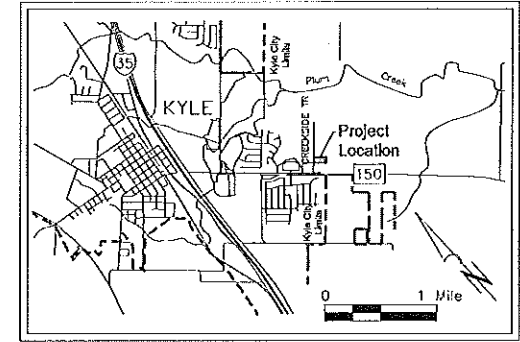
1444-20

SHEET 1 OF 8

THE VILLAS AT CREEKSIDE

(Preliminary Plan)

Jorris and Yvonne Beasly
5.00 Ac (12871364)
120 Creekside Trail
Kyle, TX 78643



Location Map

Owners: FHC Consolidated, LP and KWC Interests 3, LLC
Address: 1908 Lake Hurst Loop
Spicewood, TX 78669
Phone: (512)-773-3208 Fax: NA

Acreage: 3.846 Ac.

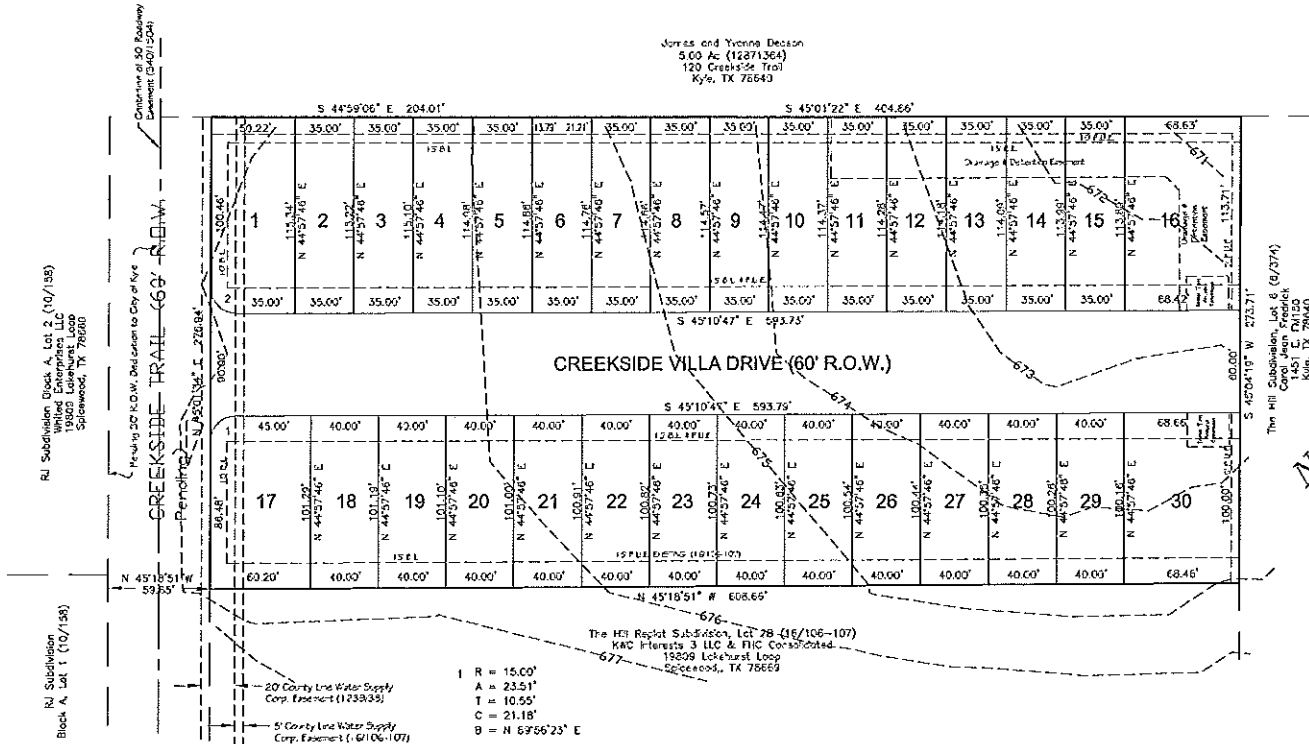
Survey: The Hill Replat Lot 2C

Number of lots and proposed use: 30 Townhouse Lots

Date: 1-1-2013

Surveyor: Melvin B. Hodgkiss, P.E., RPLS No. 2808
Phone: (512)-892-6303 Fax: (512)-892-6303

Engineer: Kelly Kilber, P.E., Pro-Tech Engineering Group, Inc.
Phone: (512)-353-3335 Fax: (512)-396-0224



SCALE: 1" = 50'

GENERAL NOTES:

- Proposed water and wastewater utilities:
Water: County Line Special Utility District
Wastewater: City of Kyle
- No obstructions shall be placed in drainage easements.
- Side walks shall be installed on the subdivision side of Creekside Villa Drive and Creekside Trail. These 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 required to be installed when the street in the subdivision is constructed. (Ord. #439, Article V, Sec. 10; Kyle Code)
- No portion of this subdivision lies within the boundaries of the 100 year flood plain according to the Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48209C0405 F, dated September 2, 2005.
- A fifteen (15) foot PUB is hereby dedicated adjacent to all street ROW, a five (5) foot PUB is hereby dedicated along each side lot line and a ten (10) foot PUB is hereby dedicated adjacent to all rear lot lines on all lots.
- A ten (10) foot wide PUB and drainage easement exists on all non-street lot lines for Lot 2C, of record in The Hill Replat of Lots 1 and 2, Vol 16, Pgs. 106-107.
- The Temporary Turn Around Easement will be relinquished to the Villas at Creekside HOA when street is extended to adjoining property.
- All drainage and detention easements are hereby dedicated to the Villas at Creekside HOA.
- Property owner (association) shall maintain and cut the grass in the right of ways and easements that are within or abut to their development.

- | | |
|---|-------------------|
| 1 | R = 15.00' |
| | A = 23.51' |
| | T = 10.55' |
| | C = 21.18' |
| | B = N 67°56'23" E |
| 2 | R = 15.00' |
| | A = 23.62' |
| | T = 10.66' |
| | C = 21.25' |
| | B = S 00°04'37" E |

Vertical Datum: City of Kyle
Brookside Subdivision Waste Water System

The undersigned, a registered professional land surveyor in the State of Texas, hereby certify that all easements of record are shown or noted on the plan.

Melvin B. Hodgkiss, RPLS No. 2808

Item # 8



CITY OF KYLE, TEXAS

Waterleaf Subdivision Phase A Section 5B

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Waterleaf Subdivision Phase A Section 5B - Final Plat (FP-13-003)
16.815 acres; 53 Lots
Located off of E. FM 150 near the intersection of Waterleaf Blvd & Sunnyside Dr
Owner: KB Home Lone Star, LP
Agent: Steven P. Cates, P.E., Carlson, Brigance & Doering, Inc.
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approve the Plat.

Other Information: Please see attachments

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Plat](#)
- [Staff Report](#)

MEMORANDUM

TO: City Council

FROM: Sofia Nelson, Director of Planning

DATE: February 27, 2013

SUBJECT: Waterleaf Phase A Section 5B- Final Plat (FP-13-003)

Planning and Zoning Commission Recommendation : On February 26th the Planning and Zoning Commission unanimously recommended approval of the request.

BACKGROUND

Site Information and Proposal

The subject property is approximately 16.815 acres in size and is located near the intersection of Waterleaf Boulevard and Sunnyside Drive just off of FM 150. The property consists of 52 single-family lots and is zoned R-1-1.

Utilities

Water and wastewater utilities to this property will be provided by the City of Kyle.

Access

Access for this tract will come from 3 points: Sunnyside Drive, Apricot Drive, and Conner Elkins Drive.

STAFF RECOMMENDATION:

The purpose of a Final Subdivision Plat is to assure that the division or development of the land subject to the plat is consistent with all standards of the City of Kyle Code pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the plat to be record, and to assure that the subdivision meets all other zoning and subdivision requirements.

Staff has reviewed the proposed plats and has made the following findings:

- The plat is consistent with all subdivision requirements.
- The proposed provision and configuration of roads, water, wastewater, and drainage has been reviewed by the City Engineer and has been declared substantially complete.

WATERLEAF SUBDIVISION PHASE A SECTION 5b FINAL PLAT

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	420.00'	80.98'	80.85'	S41°21'01"E	40.62
C2	470.00'	148.66'	148.04'	S44°52'33"W	74.96
C3	530.00'	90.23'	90.12'	S49°03'36"W	45.23
C4	800.00'	84.87'	84.83'	S47°13'19"W	42.48
C5	25.00'	18.69'	18.26'	S57°13'53"W	9.81
C6	20.00'	31.42'	28.28'	S09°11'07"E	20.00
C7	20.00'	31.42'	28.28'	N80°48'53"E	20.00
C8	20.00'	31.42'	28.28'	N09°11'07"W	20.00
C9	470.00'	97.54'	97.36'	S41°45'35"W	48.94
C10	470.00'	51.13'	51.10'	S50°49'16"W	25.59
C11	20.00'	31.42'	28.28'	S80°48'53"W	20.00
C12	25.00'	20.32'	19.76'	S12°31'51"W	10.76
C13	55.00'	47.57'	46.10'	S14°01'31"W	25.39
C14	55.00'	43.85'	42.51'	S61°32'21"W	23.05
C15	55.00'	46.18'	44.84'	N71°40'11"W	24.55
C16	55.00'	262.19'	75.62'	N54°11'07"W	52.07
C17	55.00'	40.94'	40.00'	N26°17'26"W	21.47
C18	55.00'	39.71'	38.85'	N15°43'01"E	20.77
C19	55.00'	44.14'	42.96'	N59°23'30"E	23.34
C20	25.00'	20.32'	19.76'	N59°05'54"E	10.76
C21	20.00'	31.42'	28.28'	N09°11'07"W	20.00
C22	20.00'	31.42'	28.28'	S80°48'53"W	20.00
C23	20.00'	31.42'	28.28'	S09°11'07"E	20.00
C24	530.00'	60.03'	60.00'	S50°56'26"E	30.05
C25	530.00'	77.58'	77.52'	S49°59'30"E	38.86
C26	530.00'	17.55'	17.55'	S46°44'49"E	8.78
C27	25.00'	10.86'	10.77'	S58°14'30"E	5.52
C28	55.00'	27.67'	27.38'	S56°16'15"E	14.14
C29	55.00'	35.62'	35.00'	S23°18'12"E	18.46
C30	55.00'	46.97'	45.56'	S19°42'59"W	25.03
C31	55.00'	256.29'	79.80'	S62°48'38"W	57.97
C32	55.00'	48.58'	47.01'	S69°29'04"W	26.00
C33	55.00'	39.01'	38.20'	N64°53'40"W	20.37
C34	55.00'	58.44'	55.73'	N14°08'04"W	32.32
C35	25.00'	27.10'	25.79'	N14°44'45"W	15.05
C36	470.00'	53.83'	53.81'	N49°04'46"W	26.95
C37	470.00'	14.97'	14.97'	N53°16'23"W	7.48
C38	470.00'	68.80'	68.74'	N49°59'30"W	34.46
C39	20.00'	31.42'	28.28'	S80°48'53"W	20.00

LINE	LENGTH	BEARING
L1	34.04'	N45°49'02"W
L2	54.09'	N46°11'57"W
L3	120.08'	N41°05'50"E
L4	62.21'	S35°49'37"E
L5	60.10'	S54°10'23"W
L6	121.25'	S35°48'53"W
L7	120.00'	S54°11'07"E
L8	30.30'	S35°48'53"W
L9	170.00'	S54°11'07"E
L10	70.00'	S35°48'53"W
L11	184.61'	S53°56'14"W
L12	92.78'	S44°10'58"W
L13	96.21'	S35°48'53"W
L14	60.00'	N54°11'07"W
L15	122.79'	N54°11'12"W
L16	35.65'	S44°05'33"W
L17	125.26'	S39°09'00"W
L18	53.66'	S35°48'53"W
L19	53.66'	N35°48'53"E
L20	42.45'	N45°47'53"W
L21	58.91'	N45°47'53"W
L22	16.46'	S45°47'53"W
L23	21.87'	S45°47'53"E
L24	101.30'	S35°48'53"W

SCALE = 1" = 100'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ... SIDEWALK
- 19 LOT NUMBER
- Ⓜ BLOCK NUMBER

M. B. ATKINSON SURVEY,
ABSTRACT 21

(20.00 AC.)
WALTER SCHMELTEKOPF,
VOLUME 166, PAGE 31

PLAT DATE: NOVEMBER 28, 2012

TOTAL ACREAGE= 16.815 ACRES

SURVEY: M.B. ATKINSON SURVEY,
ABSTRACT NO. 21
HAYS COUNTY, TEXAS

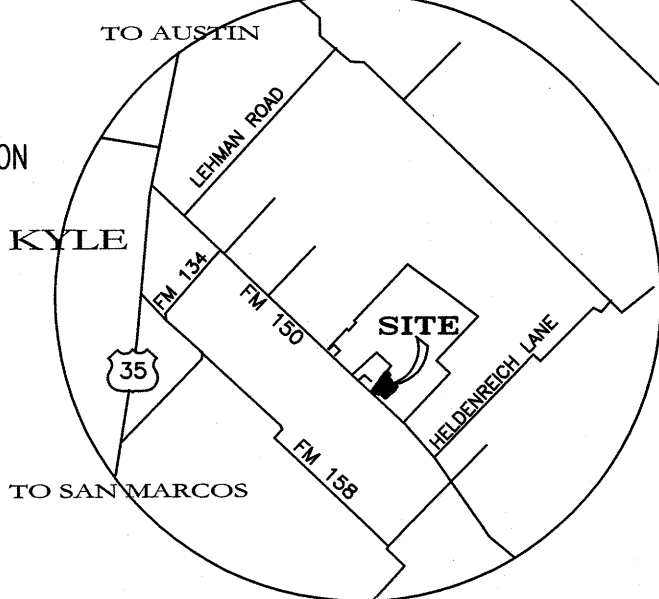
F.E.M.A. MAP NO. 48209C 0405F
DATED: SEPTEMBER 2, 2005

NUMBER OF SINGLE FAMILY LOTS: 52

NUMBER OF BLOCKS: 3

OWNER:
KB HOME LONE STAR, L.P., A TEXAS CORPORATION
10800 PECAN PARK BLVD. STE. 200
AUSTIN, TEXAS 78758
PH: (512) 651-8100 FAX: (512) 795-6286

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
(512) 280-5160 phone
(512) 280-5165 fax



LOCATION MAP Item # 9
NOT TO SCALE

SHEET 1 OF 3

C B D

Carlson, Brigance & Doering, Inc.

Civil Engineering • Surveying
5501 West William Cannon • Austin, Texas 78749
Phone No. (512) 280-5160 • Fax No. (512) 280-5165

WATERLEAF SUBDIVISION PHASE A SECTION 5b FINAL PLAT

KNOW ALL MEN BY THESE PRESENTS:

THAT, KB HOME LONE STAR, L.P., A TEXAS LIMITED PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ACTING HEREIN BY AND THROUGH JOHN ZINSMEYER, VICE PRESIDENT, AND BEING OWNERS OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, AND THE ROBERT CARSON SURVEY, ABSTRACT 135, HAYS COUNTY, TEXAS AS CONVEYED TO THEM BY DEED DATED MAY 7, 2002, AND RECORDED IN VOLUME 1994, PAGE 288 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND RECORDED IN VOLUME 2137, PAGE 179 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 16.815 ACRES OF LAND OUT OF SAID SURVEYS, TO BE KNOWN AS:

WATERLEAF SUBDIVISION PHASE A SECTION 5b

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JOHN ZINSMEYER, VICE PRESIDENT
KB HOME LONE STAR, L.P.
10800 PECAN PARK BLVD. STE. 200
AUSTIN, TEXAS 78750

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC, STATE OF TEXAS

THIS FINAL PLAT, WATERLEAF SUBDIVISION PHASE A SECTION 5B, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION. DATED THIS _____ DAY OF _____, 20____, A.D.

CHAIRPERSON

I HEREBY CERTIFY, TO THE CITY OF KYLE, TEXAS THAT THE ABOVE AND FOREGOING PLAT OF WATERLEAF SUBDIVISION PHASE A, SECTION 5b, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ON THE _____ DAY OF _____, 20____. SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF KYLE, TEXAS. WITNESS MY HAND THIS _____ DAY OF _____, 20____.

CITY SECRETARY

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF KYLE, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF KYLE, TEXAS AND HEREBY RECOMMEND APPROVAL.

DIRECTOR OF PUBLIC WORKS

Attachment number 2 \nPage 2 of 3

STATE OF TEXAS }
COUNTY OF HAYS }

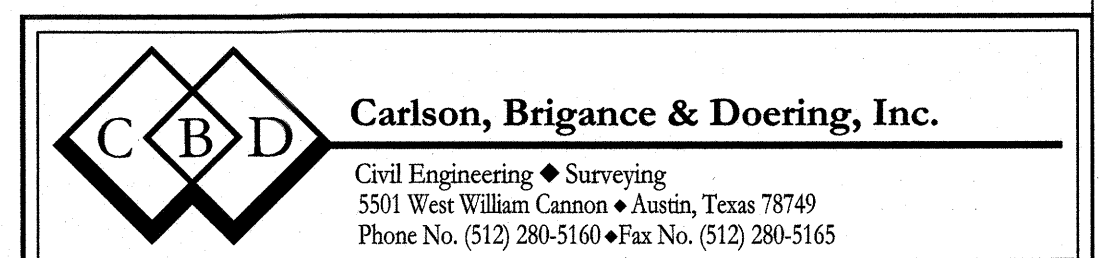
I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE(S) _____. WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF KYLE, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE **AS AMENDED** AND HEREBY RECOMMEND APPROVAL.

CITY ENGINEER

SHEET 2 OF 3



WATERLEAF SUBDIVISION PHASE A SECTION 5b FINAL PLAT

NOTES:

1. A 20' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE FRONT OF ALL LOTS EXCEPT FOR SIDE YARDS ON CORNER LOTS.
2. A 10' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE RIGHT-OF-WAY WHERE THERE IS A 15' BUILDING LINE SHOWN ON THE FACE OF THE PLAT.
3. A 10' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE REAR PROPERTY LINES.
4. A 5' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE SIDE PROPERTY LINES.
5. SIDEWALKS SHALL BE BUILT ALONG BOTH SIDES OF ALL STREETS WITHIN THE WATERLEAF SUBDIVISION PHASE A, SECTION 5b SUBDIVISION. THESE SIDEWALKS SHALL BE A MINIMUM OF 4' IN WIDTH AND BUILT IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF KYLE, TEXAS. HANDICAP RAMPS ARE TO BE BUILT AS PART OF SUBDIVISION CONSTRUCTION AND SHALL BE IN PLACE PRIOR TO SUBDIVISION ACCEPTANCE.
6. NO OBJECT INCLUDING SIGNAGE, BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING, WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN ANY DRAINAGE EASEMENT WITHOUT THE PRIOR APPROVAL OF THE CITY OF KYLE.
7. EACH PROPERTY OWNER OF A LOT ON WHICH DRAINAGE EASEMENT(S) ARE PLATTED SHALL BE RESPONSIBLE FOR KEEPING GRASS AND WEEDS NEATLY CUT AND EASEMENT AREA FREE OF DEBRIS AND TREE/BRUSH REGROWTH.
8. OWNER(S) OF PROPERTY WITH DRAINAGE AND UTILITY EASEMENT(S) SHALL ALLOW ACCESS FOR INSPECTIONS, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
9. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.

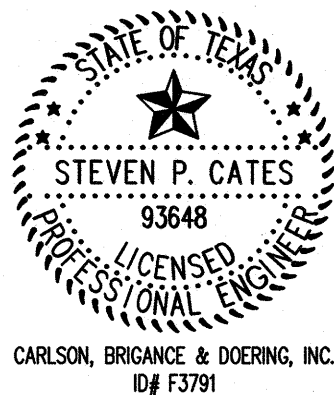
Attachment number 2 in Page 3 of 3

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, STEVEN P. CATES, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL INSURANCE RATE MAP PANEL NO. 48209C 0405 F, DATED SEPTEMBER 2, 2005; FOR HAYS COUNTY, TEXAS.

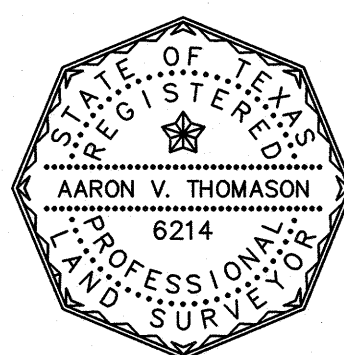
ENGINEERING BY: *Steven P. Cates* 2-18-13
DATE
STEVEN P. CATES, P.E. # 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



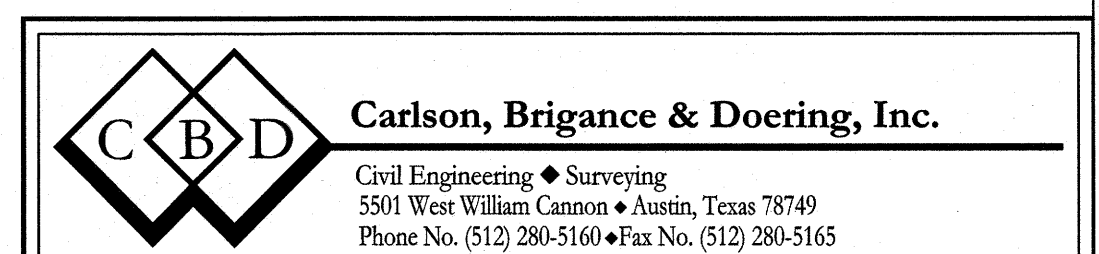
STATE OF TEXAS:
COUNTY OF TRAVIS:

I, AARON V. THOMASON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

SURVEYED BY: *Aaron V. Thomason* 19 FEB 2013
DATE
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749



SHEET 3 OF 3



Item # 9

PATH:- J:\AC2004LP\DWG\3970\SURVEY\PLAT A-5b.dwg



CITY OF KYLE, TEXAS

Waterleaf Subdivision Phase B Section 5

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Waterleaf Subdivision Phase B Section 5 - Final Plat (FP-12-008)
33.749 acres; 88 Lots
Located off of East FM 150
Owner: KB Home Lone Star, LP
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approve the Plat.

Other Information: Please see attachments

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Plat](#)
- [Staff Report](#)

MEMORANDUM

TO: City Council

FROM: Sofia Nelson, Director of Planning

DATE: February 27, 2013

SUBJECT: Waterleaf Phase B Section 5- Final Plat (FP-12-008)

Planning and Zoning Commission Recommendation : On February 26th the Planning and Zoning Commission unanimously recommended approval of the request.

BACKGROUND

Site Information and Proposal

The subject property is approximately 33.749 acres in size and includes 88 family lots (83- single family lots, 1, open space lot, 1 park and mail lot, 2 greenbelt lots, and 1 PUE lot). The proposed plat will include the extension of Gina Drive and the construction of 3 new residential streets. The subject property is zoned R-1-2(single family residential).

Utilities

Water and wastewater utilities to this property will be provided by the City of Kyle.

Access

The subject property will be made accessible by FM 150.

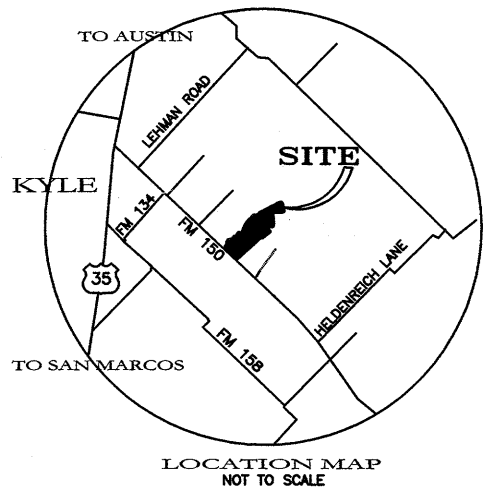
STAFF RECOMMENDATION:

The purpose of a Final Subdivision Plat is to assure that the division or development of the land subject to the plat is consistent with all standards of the City of Kyle Code pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the plat to be record, and to assure that the subdivision meets all other zoning and subdivision requirements.

Staff has reviewed the proposed plats and has made the following findings:

- The plat is consistent with all subdivision requirements.
- The proposed provision and configuration of roads, water, wastewater, and drainage has been reviewed by the City Engineer and has been declared substantially complete.

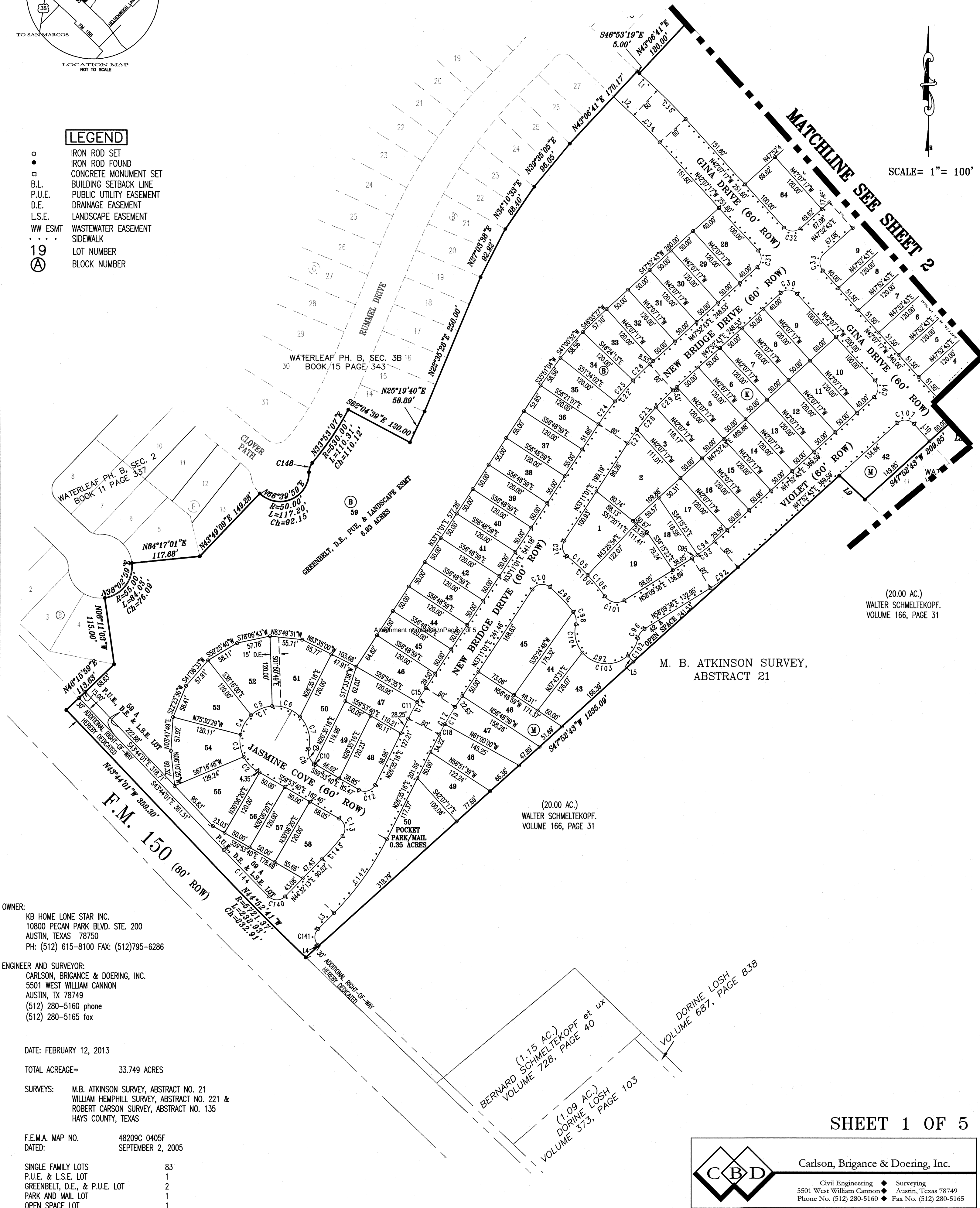
WATERLEAF PHASE B, SECTION 5 FINAL PLAT



LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- WW ESMT WASTEWATER EASEMENT
- SIDEWALK
- 19 LOT NUMBER
- (A) BLOCK NUMBER

SCALE= 1"= 100'



(20.00 AC.)
WALTER SCHMELTEKOPF.
VOLUME 166, PAGE 31

M. B. ATKINSON SURVEY,
ABSTRACT 21

(20.00 AC.)
WALTER SCHMELTEKOPF.
VOLUME 166, PAGE 31

OWNER:
KB HOME LONE STAR INC.
10800 PECAN PARK BLVD. STE. 200
AUSTIN, TEXAS 78750
PH: (512) 615-8100 FAX: (512)795-6286

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TX 78749
(512) 280-5160 phone
(512) 280-5165 fax

DATE: FEBRUARY 12, 2013

TOTAL ACREAGE= 33.749 ACRES

SURVEYS: M.B. ATKINSON SURVEY, ABSTRACT NO. 21
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221 &
ROBERT CARSON SURVEY, ABSTRACT NO. 135
HAYS COUNTY, TEXAS

F.E.M.A. MAP NO. 48209C 0405F
DATED: SEPTEMBER 2, 2005

SINGLE FAMILY LOTS	83
P.U.E. & L.S.E. LOT	1
GREENBELT, D.E., & P.U.E. LOT	2
PARK AND MAIL LOT	1
OPEN SPACE LOT	1
TOTAL NO. OF LOTS	88

Item # 10

SHEET 1 OF 5

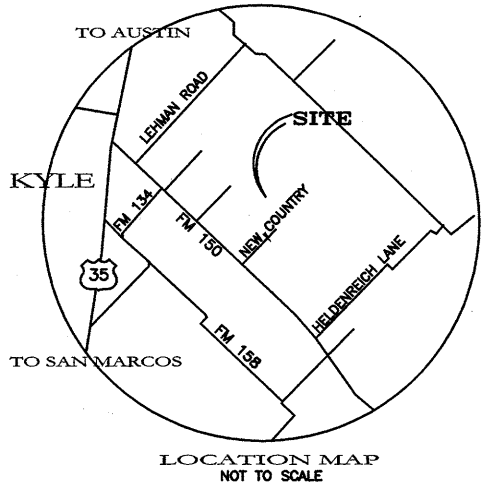


Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

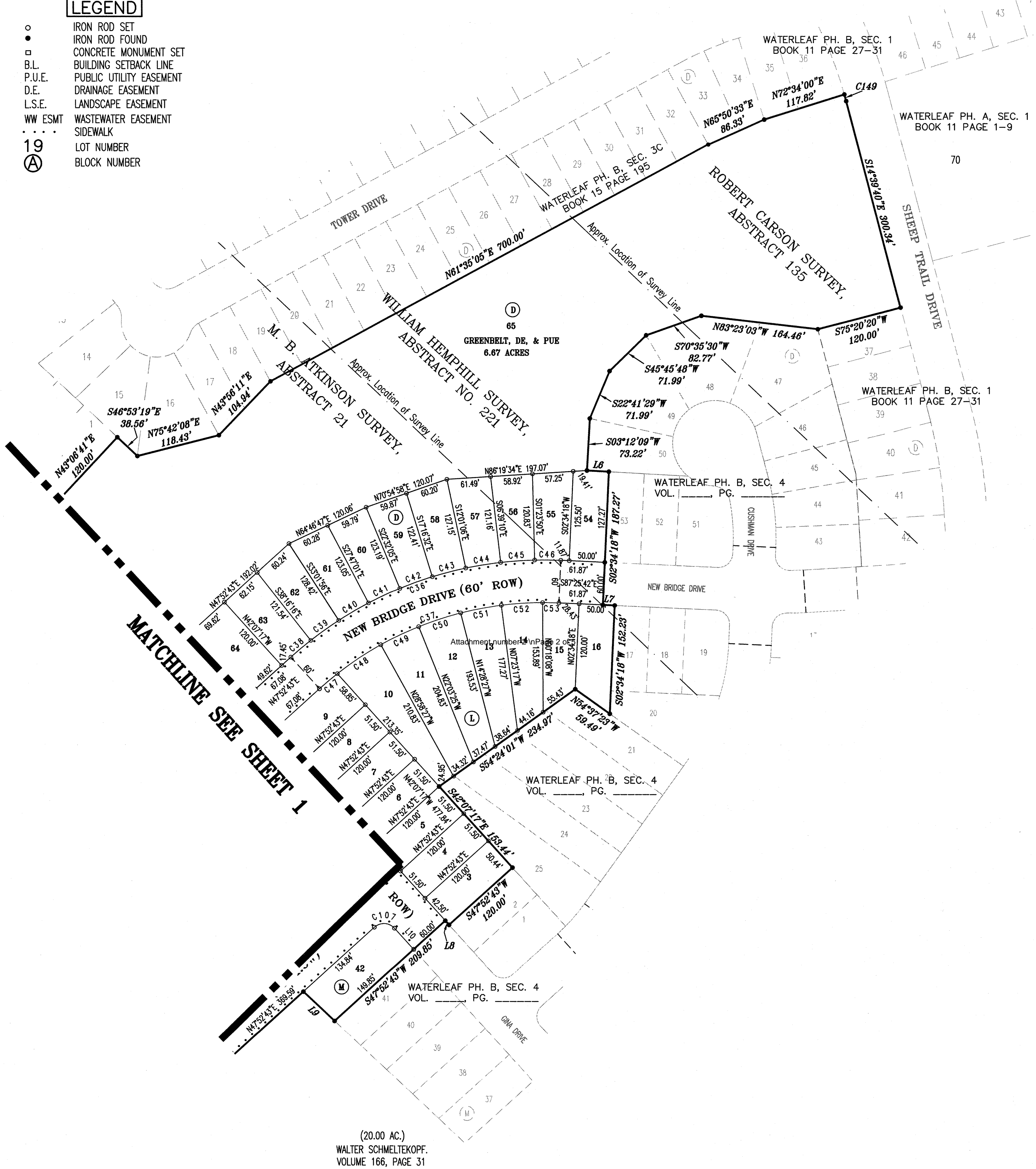
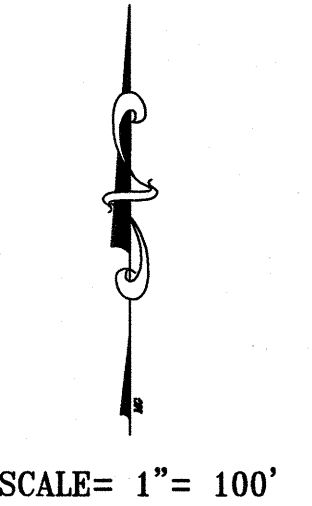
PATH-J: \AC2004LP\3973\SURVEY\PLAT B-5

WATERLEAF PHASE B, SECTION 5 FINAL PLAT



LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- WW ESMT WASTEWATER EASEMENT
- SIDEWALK
- 19 LOT NUMBER
- (A) BLOCK NUMBER



WATERLEAF PHASE B, SECTION 5

FINAL PLAT

LINE TABLE		
LINE	LENGTH	BEARING
L1	47.34	S46°53'19"E
L2	47.34	S46°53'19"E
L3	38.31	N44°32'13"E
L4	1.31	S44°00'26"E
L5	13.92	S42°07'17"E
L6	30.71	S86°47'51"E
L7	16.57	S87°25'42"E
L8	7.94	N42°07'17"W
L9	60.21	N46°52'26"W
L10	40.00	N42°07'17"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	60.00'	264.83'	96.53'	S66°33'12"W	81.24
C2	60.00'	34.50'	34.03'	S43°25'12"E	17.74
C3	60.00'	38.88'	38.20'	S08°23'01"E	20.15
C4	60.00'	38.86'	38.19'	S28°44'04"W	20.14
C5	60.00'	40.14'	39.40'	S66°27'28"W	20.86
C6	60.00'	52.79'	51.10'	N69°10'10"W	28.24
C7	60.00'	59.65'	57.23'	N15°28'54"W	32.55
C8	25.00'	31.81'	29.70'	S23°26'48"E	18.46
C9	25.00'	28.31'	26.82'	S19°26'14"E	15.89
C10	25.00'	3.50'	3.50'	S55°53'05"E	1.75
C11	530.00'	32.40'	32.39'	S28°20'21"W	16.20
C12	20.00'	32.64'	29.14'	N73°20'48"E	21.27
C13	20.00'	34.37'	30.29'	N10°40'07"W	23.19
C14	530.00'	61.01'	60.98'	S29°53'08"W	30.54
C15	530.00'	28.61'	28.61'	S31°38'13"W	14.31
C17	470.00'	54.11'	54.08'	S29°53'08"W	27.08
C18	470.00'	19.79'	19.79'	S27°47'38"W	9.89
C19	470.00'	34.32'	34.31'	S31°05'30"W	17.17
C20	20.00'	33.84'	29.94'	S81°38'59"W	22.58
C21	20.00'	29.69'	27.04'	S09°20'37"E	18.34
C22	530.00'	135.93'	135.56'	S40°31'52"W	68.34
C23	470.00'	120.54'	120.21'	S40°31'52"W	60.60
C24	530.00'	48.56'	48.54'	S35°48'29"W	24.30
C25	530.00'	47.76'	47.75'	S41°00'52"W	23.90
C26	530.00'	39.61'	39.60'	S45°44'15"W	19.82
C27	470.00'	28.49'	28.49'	S34°55'12"W	14.25
C28	470.00'	50.53'	50.51'	S39°44'13"W	25.29
C29	470.00'	41.52'	41.51'	S45°20'52"W	20.77
C30	20.00'	31.42'	28.28'	N87°07'17"W	20.00
C31	20.00'	31.42'	28.28'	N02°52'43"E	20.00
C32	20.00'	31.42'	28.28'	S87°07'17"E	20.00
C33	20.00'	31.42'	28.28'	S02°52'43"W	20.00
C34	770.00'	64.07'	64.05'	N44°30'18"W	32.05
C35	830.00'	69.06'	69.04'	N44°30'18"W	34.55
C36	530.00'	413.42'	403.02'	S70°13'30"W	217.87
C37	470.00'	366.62'	357.40'	S70°13'30"W	193.21
C38	530.00'	36.56'	36.56'	S49°51'18"W	18.29
C39	530.00'	48.45'	48.43'	S54°27'01"W	24.24

Attachment Number 2 in Page 3 of 5

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C40	530.00'	48.53'	48.52'	S59°41'34"W	24.28
C41	530.00'	48.53'	48.51'	S64°56'21"W	24.28
C42	530.00'	48.61'	48.60'	S70°11'24"W	24.32
C43	530.00'	48.59'	48.57'	S75°26'39"W	24.31
C44	530.00'	49.58'	49.57'	S80°45'03"W	24.81
C45	530.00'	47.84'	47.82'	S86°01'00"W	23.94
C46	530.00'	36.71'	36.71'	N89°24'46"W	18.36
C47	470.00'	32.95'	32.94'	S49°53'13"W	16.48
C48	470.00'	73.63'	73.55'	S56°22'59"W	36.89
C49	470.00'	58.91'	58.87'	S64°27'41"W	29.49
C50	470.00'	62.15'	62.11'	S71°50'25"W	31.12
C51	470.00'	58.07'	58.03'	S79°10'04"W	29.07
C52	470.00'	58.05'	58.02'	S86°14'44"W	29.06
C53	470.00'	22.87'	22.86'	N88°49'19"W	11.44
C91	20.00'	31.42'	28.28'	N02°52'43"E	20.00
C92	330.00'	59.22'	59.14'	N53°01'10"E	29.69
C93	270.00'	48.45'	48.39'	N53°01'10"E	24.29
C94	270.00'	37.06'	37.03'	N51°48'40"E	18.56
C95	270.00'	11.39'	11.39'	N56°57'08"E	5.70
C96	25.00'	20.32'	19.76'	S34°52'37"W	10.76
C97	55.00'	174.72'	109.98'	S77°23'58"E	3127.87
C98	25.00'	22.23'	21.50'	N11°51'45"W	11.91
C99	270.00'	59.15'	59.03'	N43°36'30"W	29.69
C100	330.00'	95.42'	95.09'	N43°35'12"W	48.05
C101	25.00'	37.76'	34.27'	S78°34'16"E	23.53
C102	55.00'	34.83'	34.25'	N29°44'09"E	18.02
C103	55.00'	88.06'	78.95'	S86°15'05"E	56.70
C104	55.00'	51.83'	49.93'	S13°23'12"E	28.02
C105	330.00'	48.39'	48.35'	N47°40'12"W	24.24
C106	330.00'	47.04'	47.00'	N39°23'10"W	23.56
C107	20.00'	31.42'	28.28'	N87°07'17"W	20.00
C140	20.00'	31.63'	28.44'	N89°50'43"E	20.22
C141	20.00'	30.91'	27.92'	S00°15'54"W	19.50
C142	500.00'	156.64'	156.00'	N35°33'45"E	78.97
C143	500.00'	52.18'	52.16'	N41°32'50"E	26.12
C144	5691.37'	110.54'	110.54'	S44°17'24"E	55.27
C148	25.00'	17.60'	17.24'	S19°40'51"W	9.18
C149	570.00'	9.68'	9.68'	N15°08'51"W	4.84

SHEET 3 OF 5

Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

WATERLEAF PHASE B, SECTION 5

FINAL PLAT

NOTES:

1. A 20' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE FRONT OF ALL LOTS EXCEPT FOR SIDE YARDS ON CORNER LOTS.
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4. A 5' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE SIDE PROPERTY LINES.
5. SIDEWALKS SHALL BE BUILT ALONG BOTH SIDES OF ALL STREETS WITHIN THE WATERLEAF SUBDIVISION PHASE B, SECTION 5 SUBDIVISION. THESE SIDEWALKS SHALL BE A MINIMUM OF 4' IN WIDTH AND BUILT IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF KYLE, TEXAS. HANDICAP RAMPS ARE TO BE BUILT AS PART OF SUBDIVISION CONSTRUCTION AND SHALL BE IN PLACE PRIOR TO SUBDIVISION ACCEPTANCE.
6. NO OBJECT INCLUDING SIGNAGE, BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING, WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN ANY DRAINAGE EASEMENT WITHOUT THE PRIOR APPROVAL OF THE CITY OF KYLE.
7. EACH PROPERTY OWNER OF A LOT ON WHICH DRAINAGE EASEMENT(S) ARE PLATTED SHALL BE RESPONSIBLE FOR KEEPING GRASS AND WEEDS NEATLY CUT AND EASEMENT AREA FREE OF DEBRIS AND TREE/BRUSH REGROWTH.
8. OWNER(S) OF PROPERTY WITH DRAINAGE AND UTILITY EASEMENT(S) SHALL ALLOW ACCESS FOR INSPECTIONS, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
9. PLACEMENT OF FILL MATERIAL, OR STRUCTURES, OR CHANNEL MODIFICATIONS WITHIN 100-YEAR FLOOD PLAIN IS PROHIBITED.
10. MAINTENANCE AND UPKEEP OF DETENTION BASINS AND RELATED APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE H.O.A. OF TRACT(S) UPON WHICH FACILITIES ARE LOCATED.
11. THE H.O.A. WILL BE THE SOLE OWNER OF BOTH LOT 59, BLOCK 'B' & LOT 65, BLOCK 'D', WHICH ARE EA. DESIGNATED AS GREENBELT, D.E., PUE, & LANDSCAPE ESMT.
12. THE H.O.A. WILL BE THE SOLE OWNER OF BOTH LOT 42 A, BLOCK 'M', DESIGNATED AS OPEN SPACE, AND LOT 50, BLOCK 'M', DESIGNATED AS POCKET PARK\MAIL.
13. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMIT WILL BE OBTAINED FROM THE CITY OF KYLE.

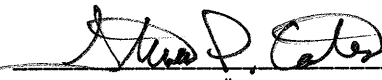
Attachment number 2 \nPage 4 of 5

STATE OF TEXAS:
COUNTY OF TRAVIS:

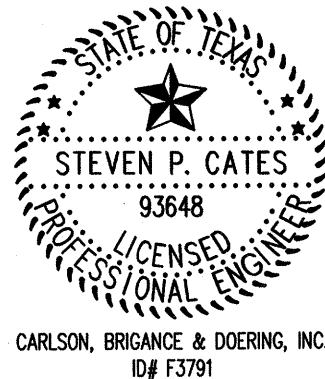
I, STEVEN P. CATES, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL INSURANCE RATE MAP PANEL NO. 48209C 0405 F , DATED SEPTEMBER 2, 2005 ; FOR HAYS COUNTY, TEXAS.

ENGINEERING BY:


STEVE CATES, P.E. # 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749


22 FEB 2013
DATE



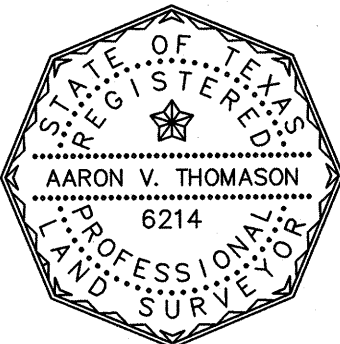
STATE OF TEXAS:
COUNTY OF TRAVIS:

I, AARON V. THOMASON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

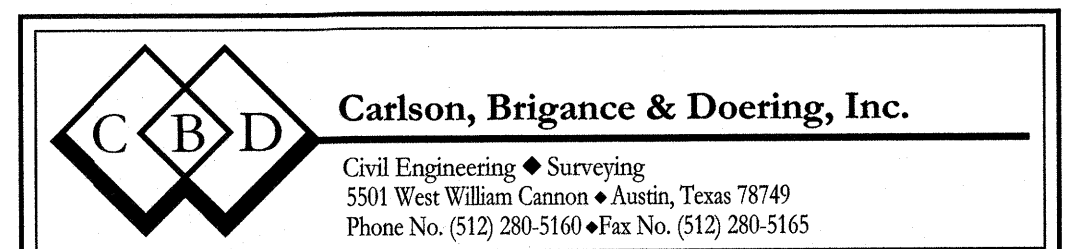
SURVEYED BY:


AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
aaron@cbdeng.com

22 FEB 2013
DATE



SHEET 4 OF 5



PATH-J: \AC2004LP\3973\SURVEY\PLAT B-5

WATERLEAF PHASE B, SECTION 5

FINAL PLAT

KNOW ALL MEN BY THESE PRESENTS:

THAT, KB HOME LONE STAR, L.P., A TEXAS LIMITED PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ACTING HEREIN BY AND THROUGH JOHN ZINSMEYER, VICE PRESIDENT, AND BEING OWNERS OF LAND OUT OF THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, AND THE ROBERT CARSON SURVEY, ABSTRACT 135, HAYS COUNTY, TEXAS AS CONVEYED TO THEM BY DEED DATED MAY 7, 2002, AND RECORDED IN VOLUME 2137, PAGE 179 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 33.749 ACRES OF LAND OUT OF SAID SURVEYS, TO BE KNOWN AS:

WATERLEAF SUBDIVISION PHASE B, SECTION 5

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JOHN ZINSMEYER, VICE PRESIDENT
KB HOME LONE STAR INC.
10800 PECAN PARK BLVD. STE. 200
AUSTIN, TEXAS 78750

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____, A.D.

NOTARY PUBLIC, STATE OF TEXAS

THIS FINAL PLAT,

WATERLEAF SUBDIVISION PHASE B, SECTION 5. HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION. DATED THIS _____ DAY OF _____, 20____, A.D.

CHAIRPERSON

I HEREBY CERTIFY, TO THE CITY OF KYLE, TEXAS THAT THE ABOVE AND FOREGOING PLAT OF WATERLEAF SUBDIVISION PHASE B, SECTION 5, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ON THE _____ DAY OF _____, 20____. SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF KYLE, TEXAS. WITNESS MY HAND THIS _____ DAY OF _____, 20____.

CITY SECRETARY

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF KYLE, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF KYLE, TEXAS AND HEREBY RECOMMEND APPROVAL.

DIRECTOR OF PUBLIC WORKS

Attachment number 2 \nPage 5 of 5

STATE OF TEXAS }
COUNTY OF HAYS }

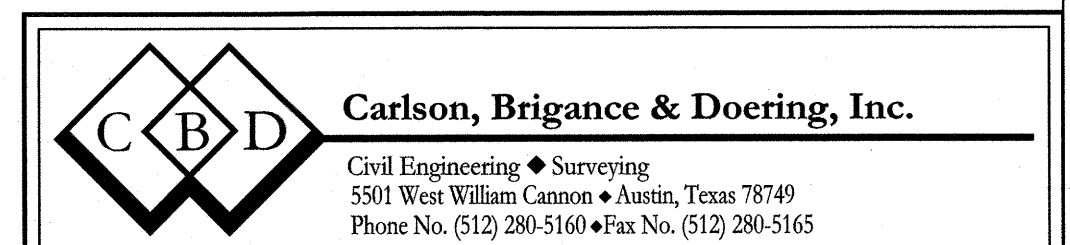
I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AND DULY RECORDED ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE(S) _____. WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF KYLE, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE AND HEREBY RECOMMEND APPROVAL.

CITY ENGINEER

SHEET 5 OF 5



PATH-J:\AC2004LP\3973\SURVEY\PLAT B-5



CITY OF KYLE, TEXAS

Purchase Order Authorization for KPD's Radars

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to LASER TECHNOLOGY, INC., of Centennial, Colorado, in an amount not to exceed \$4,500.00 to acquire two hand-held radars for the police motorcycle patrol units ~ *Jeff Barnett, Chief of Police*

Other Information:

Budget Information: A Fiscal note is attached.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Quote - Laser Technology](#)

[Fiscal Note](#)

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: March 5, 2013
CONTACT CITY DEPARTMENT: Police Department
CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT: Authorize award and execution of a Purchase Order to LASER TECHNOLOGY, INC., of Centennial, Colorado, in an amount not to exceed \$4,500.00 for two hand-held radars for the police motorcycle patrol units.

CURRENT YEAR FISCAL IMPACT:

A total of \$4,500.00 will be expended in FY 2012-13 from two different funding sources to purchase the two radar units for the Police Department as follows.


- | | |
|-------------------------------|------------------------|
| 1. City Department: | Police Department |
| 2. Project Name: | Purchase of Radars |
| 3. Budget/Accounting Code(s): | 131-511-52233 |
| 4. Funding Source: | Police Forfeiture Fund |
| 5. Current Appropriation: | \$ 9,600.00 |
| 6. Unencumbered Balance: | \$ 4,100.00 |
| 7. Amount of This Action: | <u>\$ (4,100.00)</u> |
| 8. Remaining Balance: | <u>\$ 0.00</u> |
| | |
| 9. Budget/Accounting Code(s): | 110-151-52233 |
| 10. Funding Source: | General Fund |
| 11. Current Appropriation: | \$ 900.00 |
| 12. Unencumbered Balance: | \$ 900.00 |
| 13. Amount of This Action: | <u>\$ (400.00)</u> |
| 14. Remaining Balance: | <u>\$ 500.00</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to LASER TECHNOLOGY, INC., in the amount of \$4,500.00 will be provided from available balance in the Police Forfeiture Fund (\$4,100.00) and the operating budget (\$400.00) of the Police Department approved for FY 2012-13.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 → 2/26/2013
Perwez A. Moheet, CPA - Date
Director of Finance

Item # 11



CITY OF KYLE, TEXAS

Purchase Order Authorization for Variable Frequency Drive at Yarrington Station

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to FIVE STAR ELECTRIC of San Antonio, Texas, in an amount not to exceed \$6,800.00 to replace a failed variable frequency drive at the Yarrington Station ~ *Harper Wilder, Director of Public Works*

Other Information: A quote for this job was solicited from four vendors of which three returned quotes. Please see attached quotes and email correspondence. The least expensive quote did not include the same level of warranty protection that the second least expensive quote did. It is staff's recommendation that the extra warranty coverage is well worth the approximately \$160 dollar difference.

Budget Information: A Fiscal Note is attached.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Quote - VFD Replacement](#)

[Fiscal Note](#)



4729 Shavano Oak
 San Antonio, Texas 78249
 800-229-8965
 210-492-4200
 210-492-4280 Fax

QUOTE

Quote Number: 0029398
 Order Date: 1/29/2013
 Customer Number: CIT41

Sold To:
 City of Kyle
 PO Box 40
 Kyle, TX 78640-0040

Ship To:
 Yarrington Station
 1193 Yarrington Rd
 Kyle, TX 78640-0040

Customer Contact
 Jason Biemer 512-262-3403

Cust. Voice:
Cust. Fax:

Customer RFQ#.	Ship VIA	F.O.B.	Terms
	FIVE STAR TRUCK	SHIPPING POINT	Net 30 Days

Item Number	Unit	Ordered	Price	Amount
Removal of existing drive and installation of 50HP Yaskawa drive during normal business hours and consecutive days - 1 1/2 Days onsite work - Weekends and holidays at an additional charge - Miscellaneous hardware and wire included for installation of drive - Commissioning of drive				
*LABOR	EACH	1.00	1,525.85	1,525.85
50HP 480V P7 Yaskawa drive with bypass in NEMA 1 enclosure - Switches for HOA, Bypass and Test - Main breaker disconnect with trip indicator - LCD Display and keypad - Motor heater system - Circuit breaker - Cooling fans - 120V fuse protected control power transformer - 4-20mA output board - 1 year parts and labor warranty - Additional 2 year warranty on parts only				
*50HP VFD	EACH	1.00	5,274.15	5,274.15

Item # 12

Five Star Electric Quote by:
 Jocabed Dominguez
 210-568-8932
 jocabed@vfd.com

Freight Prepaid & Added
Quote valid for 30 days

Net Order:	6,800.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	6,800.00



BRIDGING THE LINES OF COMMUNICATION

140 E. Tyler St., Suite 600
Longview, TX 75601
903.247.9444
903.236.7779 fax
smiller@blocdesign.com

1/18/2013

Mr. Jason W. Biemer
Utilities Coordinator
City of Kyle
520 East Ranch Road 150
Kyle, TX 78640

Via e-mail: jbiemer@cityofkyle.com

Item # 12

Re: Replacement of Variable Frequency Drive (VFD) Yarrington
KYLE.026M

Dear Mr. Biemer:

Thank you for your interest in BLOC Design-Build's Instrumentation and Control Services. As you requested, this letter will serve as our proposal for this project, Proposal will encompass the removal of a failed Square D Econoflex VFD and associated enclosure from the Yarrington Station and complete replacement and integration of a new Yaskawa VFD into the existing SCADA system and control of the sites.

SCOPE OF WORK/BILL OF MATERIALS

Pricing includes on-site installation of associated equipment listed in Bill of Materials, termination of wires and programming

This quotation includes and is limited to, the following:

LUMP SUM:.....6,641.76

New Yaskawa VFD\$6,641.76

- **Class 8839 E-Flex Enclosed AC Drive- 8839EFDPG4VYB07**

INCLUDES:

- **Main circuit breaker disconnect**
- **100k AIC rated**
- **Selected for 460 Vac 3 phase motor**
- **50 Horsepower**
- **Driver controller rated for 65 FLA**
- **Type 1 Enclosure**
- **Enclosure Color**
- **ANSI 49**

- **Variable Torque**
- **Power Circuit Y: Integrated Bypass**
- **Isolation and bypass contactors (w/mechanical and electrical interlocking).**
- **Isolation and bypass contactor sequencing provides true motor Isolation.**

Control options:

- **Keypad as standard**
- **AFC-Off-Bypass selector switch**
- **Hand-Off-Auto selector switch**
- **Start/Stop push buttons**
- **Test-Normal selector switch**
- **Manual speed control via keypad.**

Pilot light options:

- **No pilot lights provided**
- **Auxillary contacts:**
- **1 NO/NC run contact**
- **1 NO/NC fault contact**
- **Fire/freeze stats interlock included**

Item # 12

WARRANTY

- Original Manufacturer's warranty applies for all other equipment.
- BLOC warrants workmanship and labor for a period of one year.
- BLOC Design-Build will not be liable for any loss, damage or delay arising out of failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes.

OPERATION AND MAINTENANCE MANUALS

One copy of the Operation and Maintenance Manuals will be furnished.

MAINTENANCE

For post project support, see attached copy of BLOC Design-Build's Standard Rates and Terms.

QUOTATION NOTES

1. Price quoted includes the freight to the job site.
2. Only those items specifically listed above in the "Bill of Materials" are included in this quotation.
3. No services, other than those described in the "Scope of Work" are included in this quotation.
4. Field conduit, junction boxes, wire and labeling between end devices will be assumed good.
5. This quotation assumes that all electrical equipment to be accessed by our employees can be temporarily removed from service.

PROPOSAL INCLUDES BILL OF MATERIALS AND SCOPE OF WORK FOR THE PROJECT REFERENCED.

6. Proposal assumes any existing instrumentation and/or field device is fully functional and in proper working order. Additional time and material at standard rates, may apply, if calibration or troubleshooting to correct functional deficiencies are required.
7. City of Kyle agrees to assign at least one employee that is knowledgeable of the existing system for coordination and explanation of the control strategy.

CONDITIONS

1. Lead-time is 2-4 weeks ARO for submittals, 45 days after receipt of approved submittals for material delivery, and 2-4 weeks after delivery of materials for installation.
2. BLOC bills monthly based on percent complete, effort expended and materials purchased.
3. This quote will be honored for 60 days.
4. We have assumed that this work is tax exempt and have not included any sales tax in the price.

If there are any questions please call 903.247.9444.

Sincerely,

BLOC Design-Build, LLC

Proposal Accepted and Work Authorized By:



Steven Miller
I&C Estimator

for the City of Kyle Date: _____
Customer PO Number: _____

SM/ab

Item # 12

TECL # 26647

Attn: Jason Biemer

2/1/2013

City of Kyle

Re: Yarrington Rd VFD

J&K Utility Services is pleased to offer the following proposal for the installation of a new VFD at the Yarrington Rd plant. This proposal includes the following:

- Removal of old VFD
- Install 1 new Yaskawa P7 VFD
- All necessary wire and electrical fittings needed to complete installation
- Labor
- Start up and testing

This can be completed for a lump sum price of **\$9,900.00**

Thank you,

Keith Siebert

(512)739-7101

TECL # 26647

If this meets with your approval , please sign and fax back to (512) 243-9893

Approved By:

Date:

Item # 12

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:
CONTACT CITY DEPARTMENT:
CONTACT CITY STAFF:

March 5, 2013
Public Works
Harper Wilder, Director

SUBJECT: Authorize award and execution of a Purchase Order to FIVE STAR ELECTRIC of San Antonio, Texas, in an amount not to exceed \$6,800.00 to replace a failed variable frequency drive at the Yarrington Station.

CURRENT YEAR FISCAL IMPACT:

A total of \$6,800.00 will be expended in FY 2012-13 for the replacement of the variable frequency drive as follows.


- | | |
|-------------------------------|---------------------------------------|
| 1. City Department: | Public Works |
| 2. Project Name: | VFD Replacement at Yarrington Station |
| 3. Budget/Accounting Code(s): | 310-820-53132 |
| 4. Funding Source: | Water and Wastewater Utility Fund |
| 5. Current Appropriation: | \$ 15,000.00 |
| 6. Unencumbered Balance: | \$ 14,988.74 |
| 7. Amount of This Action: | <u>\$ (6,800.00)</u> |
| 8. Remaining Balance: | <u>\$ 8,188.74</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to FIVE STAR ELECTRIC in the amount of \$6,800.00 will be provided from available balance in the operating budget of the Public Works Department approved for FY 2012-13.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 2/26/2013
Perwez A. Moheet, CPA - Date
Director of Finance

Item # 12



CITY OF KYLE, TEXAS

Purchase Order Authorization for Security Lighting at Yarrington Station

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to J&K UTILITY SERVICES of Buda, Texas, in an amount not to exceed \$2,552.94 for the installation of security lighting improvements at the Yarrington Station ~ *Harper Wilder, Director of Public Works*

Other Information: Three vendors were solicited in 2011 for lighting recommendations and quotes for service. J&K was one of the two vendors who returned a quote. J&K was less expensive than the other vendor. The lighting system will be akin to the systems now in place at Well 3 and Rebel Road Station, which J&K installed last year.

Budget Information: A Fiscal Note is attached.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Quote - Security Lighting](#)

[Fiscal Note](#)



TECL # 26647

Attn: Jason Biemer

City of Kyle

Re: Security lights at Yarrington Rd

J&K Utility Services is pleased to offer the following proposal for the installation of security lights. This proposal includes the following:

- 3 outdoor light fixtures with photo cells
- All necessary wire and electrical fittings needed to complete installation
- Labor
- Start up and testing

This can be completed for a lump sum price of **\$2,552.94**

Thank you,

Keith Siebert

(512)739-7101

TECL # 26647

If this meets with your approval , please sign and fax back to (512) 243-9893

A handwritten signature in black ink that reads 'Jason Biemer'. The signature is written in a cursive style and is positioned above a horizontal line.

Approved By:

Date:

A handwritten date '20 Sept 2011' in black ink, enclosed within a hand-drawn oval.

Item # 13



PREMIER ELECTRICAL
CONTRACTING INC. • AUSTIN, TX

0000

300 E. New Hope Rd. #101
Cedar Park, TX 78613
Office (512) 259-8000
Fax (512) 259-8001

October 25, 2011

To: City of Kyle Public Works
Attn: Jason Biemer

Re: Yarrington Station Lighting

Premier Electrical Contracting, Inc. proposes to furnish labor, equipment, materials, and supervision necessary to complete the above referenced project, as specified in the plans reviewed.

Qualifications:

1. Bid Includes:

- a. 3- 400watt Metal Halide Slipfitter "Cooper Lights"
- b. 1 - 17ft. 2" Sched-80 painted pole
- c. 1 - 8ft. 2" Sched. 80 painted pole
- d. Excavation and back-fill with concrete
- e. 2 - photo cells
- f. 2 - weather proof disconnect switches at base of pole
- g. All conduit and wiring to install

Item # 13

Total: \$3,115.00

Payments due upon receipt. All past due moneys accrue interest at 18% annually, or the maximum allowed by law, whichever is lower. Non-payment in full upon completion or the payment terms stated above authorizes by signature on this contract all rights and consent to Premier Electrical Contracting, Inc. to remove any and all material. Premier Electrical Contracting, Inc. retains ownership of all material until all obligations of this contract are fulfilled. This contract is not complete until the balance is zero. Further, you may be liable for any legal cost associated with collection of said accounts. Any additional work that is required due to changes or corrections that are not in compliance with the N.E.C. will be charged as cost plus. If additional work is authorized, then the additional amount shall apply as well to these terms. This document shall be considered a legal and binding contract. By accepting this proposal, you agree to the terms stated above. This quotation is valid for (30) days from the date of issuance.

TECL 17732 Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; www.license.state.tx.us/complaints

Thank you for your consideration. Please call me if you have any questions.

Ed Allen

Accepted: _____

Date: _____

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:
CONTACT CITY DEPARTMENT:
CONTACT CITY STAFF:

March 5, 2013
Public Works
Harper Wilder, Director

SUBJECT: Authorize award and execution of a Purchase Order to J&K UTILITY SERVICES of Buda, Texas, in an amount not to exceed \$2,552.94 for the installation of security lighting improvements at the Yarrington Station.

CURRENT YEAR FISCAL IMPACT:

A total of 2,552.94 will be expended in FY 2012-13 for the installation of security lighting improvements at the Yarrington Station as follows.


- | | |
|-------------------------------|-----------------------------------------------------|
| 1. City Department: | Public Works |
| 2. Project Name: | Security Lighting Improvement at Yarrington Station |
| 3. Budget/Accounting Code(s): | 310-820-55346 |
| 4. Funding Source: | Water and Wastewater Utility Fund |
| 5. Current Appropriation: | \$ 15,000.00 |
| 6. Unencumbered Balance: | \$ 14,300.64 |
| 7. Amount of This Action: | <u>\$ (2,552.94)</u> |
| 8. Remaining Balance: | <u>\$ 11,747.70</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to J&K UTILITY SERVICES in the amount of \$2,552.94 will be provided from available balance in the operating budget of the Public Works Department approved for FY 2012-13.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 2/27/2013
Perwez A. Moheet, CPA - Date
Director of Finance

Item # 13



CITY OF KYLE, TEXAS

Vacation of Easement-Brod Subdivision

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Approval of Execution of the Partial Vacation of Drainage Easement/Private Wastewater Easement and Grant of Drainage Easement/Private Wastewater Easement for the Plat of the Brod Subdivision ~ *Steven Widacki, P.E., City Engineer*

Other Information: This is the approval to authorize signature of the vacation of existing easements and granting of replacement easements affecting the Brod Subdivision plat. The Brod Subdivision is located on the south side of Goforth Rd. immediately east of Lehman High School.

The City (Engineering Dept.) requested that the owners of the Brod Subdivision, to be developed as Safe-n-Sound Storage, relocate a planned building out of the proposed widening of the Goforth Rd. ROW for the future Kyle Parkway extension. This relocation of the planned building caused it to occupy a portion of the already dedicated easement. Therefore the need for this proposed vacation of the existing easements and granting of new easements.

City Staff recommends approval of this proposal and the City Attorney has reviewed and approved the form of the easement.

It is recommended that this item be placed on the CONSENT agenda.

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Brod Wastewater Easement](#)

Cover Memo

Item # 14

2. Grant of Additional Easement Area. The Current Owner grants, sells, and conveys to the City of Kyle and its successors, and assigns an easement under and across the Additional Easement Area (as depicted as Tract 2 in **Exhibit "B"**) for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of all sewer lines, appurtenances and related facilities now or hereafter installed under the Additional Easement Area, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Additional Easement Area to the City of Kyle and its successors, and assigns forever. The Current Owner binds itself and its successors, and assigns to warrant and forever defend the title to the Additional Easement Area in the City of Kyle and its successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Additional Easement Area, to the extent that such claim arises by, through, or under the Current Owner but not otherwise. This grant of easement is made and accepted subject to any and all effective conditions, restrictions, covenants and easements of record in the Deed, Deed and Plat and/or Real Property Records of Hays County, Texas.

The rights of the City of Kyle in the Additional Easement Area is nonexclusive, and the Current Owners reserve for itself and for its successors, and assigns the right to use all or part of the surface of the Additional Easement Area for paved parking, paved driveways, landscaping, and for any other use as long as such use does not unreasonably interfere with the use of the Additional Easement Area by the City of Kyle, including but not limited to the right of ingress and egress over the Additional Easement Area for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining the wastewater mains, lines and pipes and the right to remove from the Additional Easement Area all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder. The Current Owners also reserve for itself and for its successors, and assigns the right to grant to others the right to use all or part of the Additional Easement Area for other purposes not inconsistent with the use by the City of Kyle, its successors, and assigns. The Current Owners expressly covenant and agree for itself and its successors and/or assigns, that no building of any kind will be placed on the Additional Easement Area.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____, 2012.

[The balance of this page intentionally left blank. Signatures appear of the following pages.]

EXHIBIT "A-1" – Vacated Easement Area

FIELD NOTE DESCRIPTION FOR A 0.034 ACRE (1,465 SQUARE FEET) TRACT OF LAND, HAYS COUNTY, TEXAS, TRACT 1:

BEING 0.034 ACRES OF LAND OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, AND BEING A PART OF THE TRACT OF LAND OUT OF LOT 2, BROD SUBDIVISION, AS RECORDED IN BOOK 16, PAGE 156-157 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.034 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron stake found lying in the south right-of-way line of Goforth Road (County Road 157), same being the northeast corner of said Lot 2, being that certain tract of land out of Brod Subdivision, as recorded in Book 16, page 156-157 of the Plat Records of Hays County, Texas;

THENCE departing the south right-of-way line of Goforth Road (C.R. 157), and along the east line of said Lot 2, Brod Subdivision, common with the west line of a 50.11 acre tract of land conveyed to Theodore and Hazel Lehman, as recorded in volume 285, page 171 of the Deed Records of Hays County, Texas, South 42° 49'08" West, a distance of 277.18 feet to a calculated point;

THENCE departing the east line of said Lot 2, Brod Subdivision, common with the west line of said 50.11 acre tract, through said Lot 2, North 47° 10'52" West, a distance of 20.00 feet to a calculated point, for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE through said Lot 2, common with the east line of this tract, South 42° 49'08" West, a distance of 15.42 feet to a calculated point, for the most southerly corner of this described tract;

THENCE through said Lot 2, common with the south line of this tract, North 47° 10'52" West, a distance of 95.00 feet to a calculated point, for the most westerly corner of this described tract;

THENCE through said Lot 2, common with the west line of this tract, North 42° 49'08" East, a distance of 15.42 feet to a calculated point, for the most northerly corner of this described tract;

THENCE through said Lot 2, common with the north line of this tract, South 47° 10'52" East, for a distance of 95.00 feet to the POINT OF BEGINNING and containing, 0.034 acres (1,465 square feet) of land, more or less.



 George E. Lucas,
 Registered Professional
 Land Surveyor No. 4160
 State of Texas
 August 21, 2012



EXHIBIT "A-2" – Additional Easement Area

FIELD NOTE DESCRIPTION FOR A 0.041 ACRE (1,773 SQUARE FEET) TRACT OF LAND, HAYS COUNTY, TEXAS, TRACT 2:

BEING 0.041 ACRES OF LAND OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, AND BEING A PART OF THE TRACT OF LAND OUT OF LOT 2, BROD SUBDIVISION, AS RECORDED IN BOOK 16, PAGE 156-157 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.041 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron stake found lying in the south right-of-way line of Goforth Road (County Road 157), same being the northeast corner of said Lot 2, being that certain tract of land out of Brod Subdivision, as recorded in Book 16, page 156-157 of the Plat Records of Hays County, Texas;

THENCE departing the south right-of-way line of Goforth Road (C.R. 157), and along the east line of said Lot 2, Brod Subdivision, common with the west line of a 50.11 acre tract of land conveyed to Theodore and Hazel Lehman, as recorded in volume 285, page 171 of the Deed Records of Hays County, Texas, South 42° 49'08" West, a distance of 307.18 feet to a calculated point;


THENCE departing the east line of said Lot 2, Brod Subdivision, common with the west line of said 50.11 acre tract, through said Lot 2, North 47° 10'52" West, a distance of 30.00 feet to a calculated point, for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE through said Lot 2, common with the east line of this tract, South 42° 49'08" West, a distance of 15.42 feet to a calculated point, for the most southerly corner of this described tract;

THENCE through said Lot 2, common with the south line of this tract, North 47° 10'52" West, a distance of 115.00 feet to a calculated point, for the most westerly corner of this described tract;

THENCE through said Lot 2, common with the west line of this tract, North 42° 49'08" East, a distance of 15.42 feet to a calculated point, for the most northerly corner of this described tract;

THENCE through said Lot 2, common with the north line of this tract, South 47° 10'52" East, for a distance of 115.00 feet to the POINT OF BEGINNING and containing, 0.041 acres (1,773 square feet) of land, more or less.


George E. Lucas,
Registered Professional
Land Surveyor No. 4160
State of Texas





CITY OF KYLE, TEXAS

Meeting Date: 3/5/2013
Date time: 7:00 PM

Executive Session - Convene

Subject/Recommendation: Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.071 and Tex. Gov't Code § 551.074, Consultation with Attorney and Personnel Matters:

- a. terms and conditions of City Attorney contract
- b. performance evaluation criteria
- c. performance of City Attorney

Other Information:

Budget Information:

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Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Reconvene

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Reconvene Into Public Session and take action as appropriate in the Council's discretion regarding:

- a. terms and conditions of City Attorney contract
- b. performance evaluation criteria
- c. performance of City Attorney

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

DDR DB Kyle LP (Ross Dress for Less)

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Consider a request by DDR DB Kyle, LP (Ross Dress for Less - 5086 Kyle Center Drive) for a Conditional Use Permit to construct a 25,000 square foot building located within the Interstate Highway 35 Corridor District ~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Approved the Conditional Use Permit.

- Public Hearing

Other Information: Please see attachments

Budget Information: N/A

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Attachments / click to download

- [Site Plan](#)
 - [Color Rendering](#)
 - [Staff Report](#)
-

MEMORANDUM

TO: City Council

FROM: Sofia Nelson, Planning Director

DATE: February 27, 2013

SUBJECT: **CONDITIONAL USE OVERLAY- Ross Dress for Less
5086 Kyle Center Drive.**

Planning and Zoning Commission Recommendation: On February 26th the Planning and Zoning Commission unanimously recommended approval of the request.

Background

Request:

The applicant is requesting approval of a Conditional Use permit for the construction of an approximately 25,000 square foot Ross Dress for less retail store within the I-35 Overlay District. The property is zoned Retail Services "RS" and as a result the use of property is permitted.

Location:

The subject property is located within the existing Kyle Marketplace shopping center and will be located between the existing Kohls Store and PetCo Store.

Overlay District

The Interstate Highway 35 corridor conditional use overlay district extends from the northernmost city limit boundary at I-35 to the southernmost city limit boundary at I-35, and includes all real property within 1,500 feet of the outer most edge of the highway right-of-way of I-35.

a) The purpose of the of the overlay district is to maintain a high character and quality of community development, to promote compatible uses and standards, to preserve and enhance property values, to promote economic growth, to provide for orderly development, to provide for proper movement of traffic, and to secure the general safety of citizens by regulating the exterior architectural characteristics of structures

(b)The conditional use overlay districts will assist the community to recognize and preserve the distinctive architectural character of this community, which has been greatly influenced by the architecture of an earlier period in this community's history. This purpose shall be served by the regulation of exterior design, use of materials, the finish grade line, ingress and egress, and landscaping and orientation of all structures hereinafter altered, constructed, reconstructed, reacted, enlarged, remodeled, removed, or demolished in the conditional use overlay district.

Proposal

The proposed development is a retail store. The front door of the store will face FM 1626 and no additional parking or landscaping will be required. The proposed building materials will include two types of stone veneer. A cream color veneer will be located along the bottom ¼ of the front façade and a red color stone veneer as an accent around the main entrance of the store. The remainder of the building will utilize tilt wall with a cream color finish.

STAFF ANALYSIS AND RECOMMENDATION**COMPREHENSIVE MASTER PLAN GUIDENCE**

The Comprehensive Master Plan identifies the site to be located within the Super Regional Node. The Comprehensive Master characterizes the Super Regional Node as follows:

- Should contain large-scale, institutional, commercial, and retail land uses, with the Seton Medical Center as the key distinguishing feature.
- The aggregation of commercial square footage in this Node should create a significant commercial destination that will be visible to regional travelers along the I-35 corridor.
- The purpose of the Super Regional Node is to capture employment opportunities and create a commercial destination within Kyle.

The Urban Design Plan identifies the stretch of I-35 the subject property fronts on to be located in the urban core along the destination segment of I-35. The Urban Design Plan states the following:

The Interstate 35 Destination is that portion of I-35 lying between the FM 1626 overpass and the Center Street overpass. This portion of I-35 is identified as a unique section in order to transform the freeway experience from one of passing through to one of arrival. Therefore the Destination section of I-35 has an appearance that is dramatically different than those portions north of FM 1626 or south of Center Street.

Location:

Generally located between two of Kyle's four landmark bridges (at the FM 1626 overpass and the Center Street overpass). This section of I-35 is clearly defined with a bridge portal at both ends and high embankments along its length.

Primary Function:

To transform the normal pass-through experience of the Interstate to an arrival experience and make sections of I-35 north of FM 1626 and south of Center Street function as approachways.

Staff Analysis

The Planning and Zoning commission will determine through the conditional use permit process if the proposed use, occupancy and structure will promote, preserve, and enhance, and will not damage or detract from the distinctive character of the community; will preserve and protect property values and taxable values; will not be detrimental or inconsistent with neighboring uses and occupancies; will not be detrimental to the general interests of the citizens; and will not be detrimental to the public health, safety and welfare.

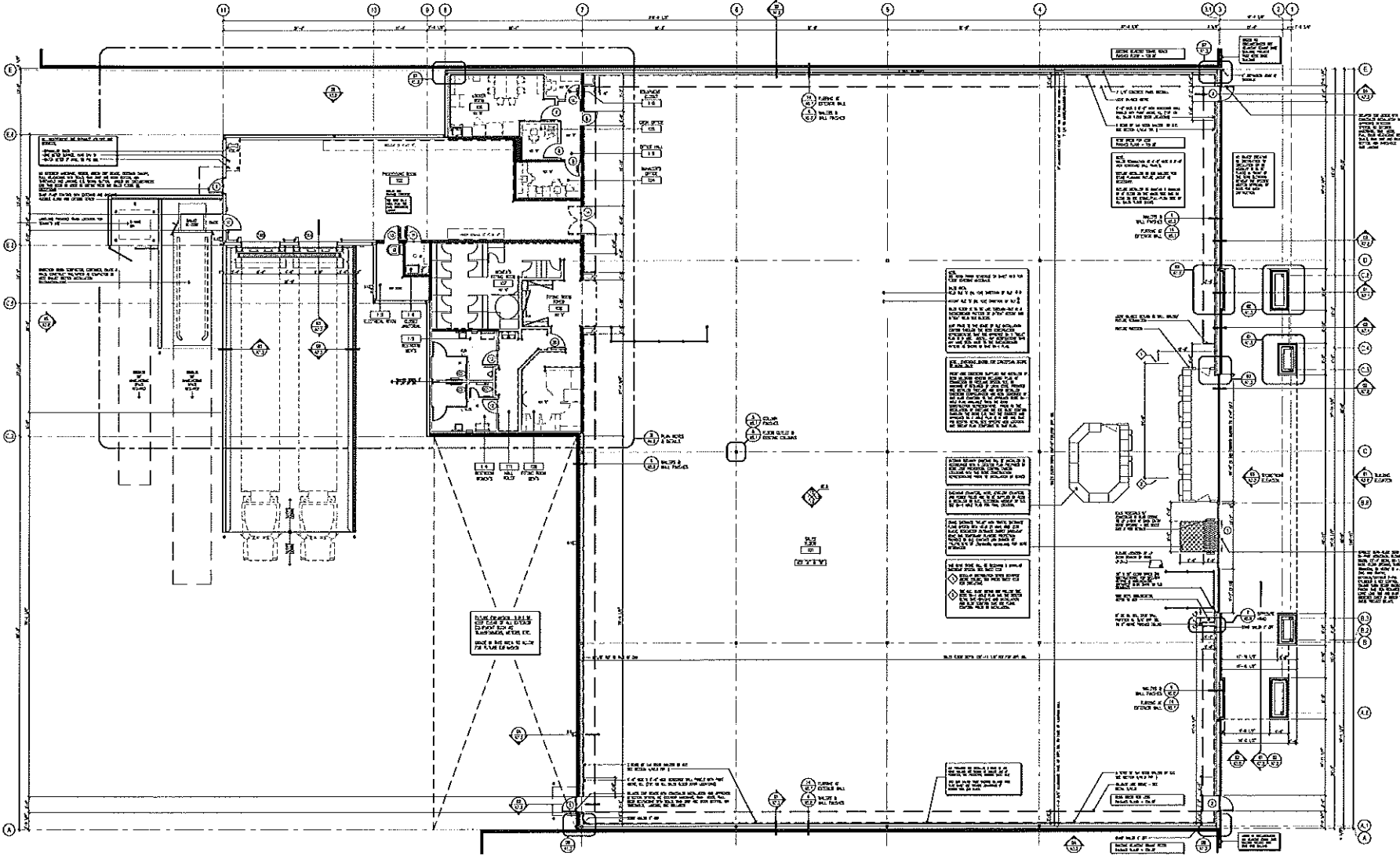
In conducting its review, the planning and zoning commission shall make examination of and give consideration to the traffic flow, development density, neighboring historical designs, neighboring uses, and elements of the application including, but not limited to:

- (1) Height, which shall conform to the zoning requirements;
- (2) Building mass, which shall include the relationship of the building width to its height and depth, and its relationship to the visual perception;
- (3) Exterior detail and relationships, which shall include all projecting and receding elements of the exterior, including, but not limited to, porches and overhangs and the horizontal or vertical expression which is conveyed by these elements;
- (4) Roof shape, which shall include type, form, and materials;
- (5) Materials, texture, and color, which shall include a consideration of material compatibility among various elements of the structure;
- (6) Compatibility of design and materials, which shall include the appropriateness of the use of exterior design details;
- (7) Landscape design and plantings, which shall include lighting and the use of landscape details to highlight architectural features or screen or soften undesirable views;
- (8) Vehicular and pedestrian access, which shall include location, width, and type of surface for all points of ingress and egress;
- (9) Signage, which shall include, in addition to the requirements [chapter 29](#), pertaining to signs, the appropriateness of signage to the building in relation location, historical significance of the structure and neighboring structures, traffic visibility; obstruction of views from neighboring property;
- (10) Exterior lighting, which shall included location, type, and/or design of lighting and/or lighting fixtures to be used.

Staff is recommending approval of the request for the following reasons:

- **The height of the building conforms to the zoning requirements and is consistent with the surrounding buildings**
- **The building mass is appropriate for its location and surroundings.**
- **The proposed building materials, colors and textures are consistent with the store fronts within the shopping center.**
- **All site improvements are in place and are consistent across the shopping center.**

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1662 Kyle-TX: Kyle Marketplace





1662 Kyle-TX: Kyle Marketplace





CITY OF KYLE, TEXAS

Meeting Date: 3/5/2013
Date time: 7:00 PM

Proposed Tree Ordinance

Subject/Recommendation: Consider an amendment to Article V - Landscaping and Screening Requirements to add Section 53-995 Tree Ordinance to the City of Kyle, City Code ~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to postpone until the March 26th meeting.

- Public Hearing

Other Information: Please see attachments

Budget Information: N/A

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[Citizen Comments](#)

[Proposed Tree Ordinance](#)

Section 53-995 TREE ORDINANCE

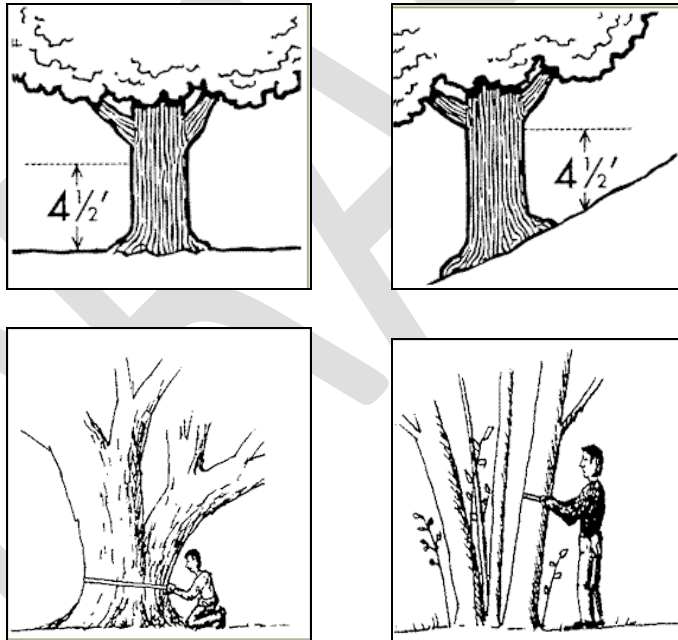
(a) Purpose.

In order to provide for orderly protection of specified trees, to protect property values, and to avoid significant negative impacts on the adjacent properties, while allowing the reasonable development of land within the City of Kyle and ETJ, this section establishes requirements for the following:

- tree preservation standards on construction sites
- removal of trees (Indiscriminate clearing or stripping of natural vegetation is prohibited)
- mitigation of trees removed
- incentives for trees retained

(b) Definitions: For the purposes of this code, the following definitions will be used:

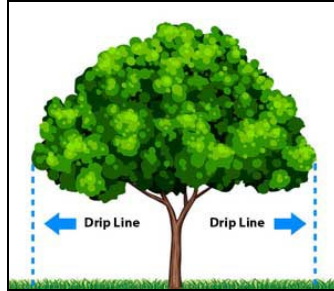
- (1) Circumference –Is measured 4 ½ feet from the ground's level surface or directly below the first branches, whichever is lower.



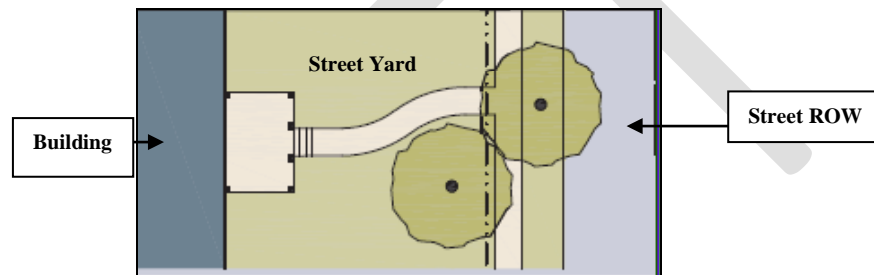
For multiple trunk trees, the circumference is deemed to equal the circumference of the largest trunk plus half the circumference of each additional trunk. For example, a tree that has three trunks with circumferences of 22", 18", and 12" you would have a circumference of 37" (22" + (1/2 x 18") + (1/2 x 12")).

- (2) Caliper- shall mean the American Association of Nurseyemen standard for trunk measurement (diameter) for nursery stock. Caliper of the trunk shall be measured six (6) inches above the root ball for four-inch caliper size and small, and twelve (12) inches for above the root ball for larger sizes.

- (3) Drip Line- A vertical line extending from the outermost portion of the tree canopy to the ground.



- (4) Protected Tree- Trees with a circumference of twenty-eight (28) inch or greater
- (5) Public Tree- All trees partially or completely resting on public property.
- (6) Specimen Tree- Trees with a circumference of seventy-five (75) inch or greater
- (7) Street Yard- The area behind the street right-of-way (ROW), and, in front of any building on private property is known as the street yard.



(c) *Applicability.*

The provisions of this section are applicable to the following:

- All new residential and nonresidential development within the City limits and Extraterritorial Jurisdiction (ETJ)
- Redevelopment of any residential or nonresidential property within the city limits that results in an increase in building footprint or total destruction and reconstruction (not applicable to existing development wanting to remove a tree)

(d) *Requirements*

- (1) Indiscriminate clearing or stripping of natural vegetation on a lot is prohibited. Any part of a site not used for buildings, parking, driveways, walkways, utilities, on-site septic facilities (OSSF) and approved storage areas shall be retained in a natural state, or reclaimed to its natural state.
- (2) The following trees are exempt from mitigation requirements of this section:
 - Celtis Occidentalis (hackberry)
 - Juniperus Virginiana, Juniperis Ashei (Common Cedar)
 - Chinaberry
 - Mesquite
 - Ligustrum

(3) The removal of any tree with a circumference of twenty-eight (28) inches or larger must be specifically requested by the applicant and approved in writing by the Director of Planning prior to any action being taken to remove the tree or to damage or disturb the tree in any way. The location of all trees over twenty-eight (28) inches in circumference to be preserved or removed within the area proposed for development shall be designated at one of the following steps in the development process:

- On an application for a site plan for non-residential and multi-family developments;
- On a tree survey at the time of platting for development seeking to install infrastructure; or
- At the time of building permit for residential lots already platted and seeking to develop or redevelop

Removal of any such trees without City approval is expressly prohibited. Such trees shall be tagged and numbered, and numbers shall be graphically depicted on the applicable plan submitted. The tags and related numbers shall remain on the trees until the Certificate of Occupancy is issued.

(4) Trees over twenty-eight (28) inches in circumference but less than seventy-five (75) inches in circumference that are not located in one of the following areas shall be replaced on-site at a ratio of two-and-one-half trees per tree removed and shall be credited toward the number of trees required for site development:

- within a building footprint
- within 10 feet of a building footprint
- within the area over the septic system
- within areas necessary for reasonable site access
- within areas designated for the construction or installation of public facilities such as streets or utilities, that the property owner requests and receives approval to remove may be removed

Replacement trees shall have a minimum circumference of twelve (12) inches (4 inch caliper tree). If 2 inch caliper trees are utilized for mitigation then trees must be replaced at a ratio of five trees per tree removed.

(5) The removal of specimen trees, which for the purposes of these requirements are trees with seventy-five (75) inch circumference or greater, must be specifically requested by the applicant and approved in writing by the Director of Planning prior to any action being taken to remove the tree or to damage or disturb the tree in any way. Any specimen tree that is removed shall be replaced circumference-for-circumference (a ratio of one-to-one), even if the tree removed is within the building footprint area.

(6) Trees must be planted prior to the issuance of a Certificate of Occupancy unless a bond for the cost of the trees is posted with the City. If a bond is posted trees shall have up to 12 months to plant the required trees. Trees may be donated or a fee-

in-lieu of planting the required trees may be paid to the City of Kyle if the following conditions exist:

- a. There is not adequate space on the site for all of the required trees to be planted on the site in which the tree(s) were removed.
- b. Weather conditions are such that do not make it favorable for the required planted trees to survive and thrive.

Species, size, quantity, and delivery date of trees shall be approved by the Director of Parks and Recreation.

(e) Exemptions to Mitigation

- (1) Trees over twenty-eight (28) inches in circumference but less than seventy-five (75) inches in circumference that are located within a building footprint or within ten (10) feet of a building footprint, within the area over the septic system, or within areas necessary for reasonable site access (but not including parking areas), such as a driveway, shall not be required to be replaced.
- (2) Trees over twenty-eight (28) inches in circumference but less than seventy-five (75) inches in circumference that are located within areas designated for the construction or installation of public facilities such as streets or utilities, shall not be required to be replaced, but must still submit a formal request for removal with the submittal of public improvement construction plans.
- (3) Any specimen tree (75 inch circumference or greater) that is located within the building footprint, or areas necessary for site access (but not including parking areas), such as a driveway, shall not be required to be preserved. However, the tree that is removed shall be replaced circumference-for-circumference (a ratio of one-to-one).

(f) Tree Removal Permit

(1) The removal of an existing tree(s) from a development site must be in accordance with this and all other applicable ordinances of the City. Prior to the removal of any protected or specimen tree, as defined within this section, the property owner must first submit a letter detailing the following:

- Which tree(s) will be removed (as shown on a Site Plan)
- How the removal will be performed (and machinery and equipment needed), and the date and time when the anticipated removal will occur.
- If a specimen or protected tree proposed for removal is within or not within the following:
 - a building footprint or within ten (10) feet of a building footprint,
 - within the area over the septic system
 - within an area necessary for reasonable site access
 - within an area designated for the construction or installation of public facilities such as streets or utilities

(g) *Onsite Tree Protection Requirements*

(1) All protected trees within or next to an excavation site or construction site for any building, structure, or street work, shall be guarded with a good substantial fence, frame, or box not less than four (4) feet high and surrounding the trunk of the tree. In addition, (3) inches of mulch or compost shall be spread beneath the drip line of the tree when the drip line is completely fenced off and 8-12 inches of mulch if there will be any encroachment within the area under the drip line of the tree.

(2) The barriers other than what is required per this ordinance shall be approved by the Building Official and shall be in place before any site clearance or other site-disturbing act commences.

(3) All building material, dirt, excavation or fill materials, chemicals, construction vehicles or equipment, debris, and other materials shall be kept outside the barrier.

(4) Barriers shall remain in place until the final building and landscape site inspections are satisfactorily completed for the issuance of the Certificate of Occupancy.

(h) *Incentives for Retaining Trees*

1. *Application.* The provisions of this Section apply to all new nonresidential and Multi-family Development within the City of Kyle limits

2. *Incentives to Retain Existing Trees.* As an incentive to retain existing trees in the street yard, existing trees shall receive credit against the landscaping requirements according to the following schedule:

- a. Greater than 38-inch circumference: credit for two required trees.
- b. Greater than 12-inch but less than 38-inch circumference: credit for one-and-one-half trees.
- c. Any existing tree in the street yard which is at least 18 inches in circumference and at least 15 feet tall shall be considered as two-and-one-half trees for the purposes of satisfying the requirements of landscaping code.
- d. Any existing specimen tree (75-inch circumference or greater) shall be considered as a circumference-for-circumference match for the purposes of satisfying the requirements of landscaping code. For example, a 75 inch circumference tree can be counted for up to 12 trees each that have a six-inch circumference.

(i) *Penalty.*

Any person who shall violate any provision of this ordinance or technical codes adopted herein, or shall fail to comply therewith, or with any of the requirements thereof shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each tree removed and each day the violation exists shall constitute a separate offense.

DRAFT

Sofia Nelson

From: Janet Conte
Sent: Thursday, February 21, 2013 6:44 PM
To: planning@cityofkyle.com
Cc: district4 rep
Subject: question

Mrs Nelson,

I understand that the City of Kyle is in the process of preparing a Tree Ordinance. I was wondering if you or other city staff had consulted with the Texas Forest Service? If not, the Texas Forest Service has a web site that explains how to write a "Model Public Tree Care Ordinance". When reading the "Model" it states "a city official must be given the responsibility & authority to manage public trees.

If possible, this person should be a trained arborist or other professional." This document also states "all city departments should coordinate their activities that impact city trees with the director, city forester or city arborist." I'm not sure the City of Kyle has on staff a city forester or arborist, but there should be some forestry professional in attendance at the public meetings before & during the construction the new tree ordinance. I'm concerned that a city ordinance is being rushed through without regard to some input from the professionals in the forestry service. Please consider consulting with the Texas Forest Service before the tree ordinance is draw up.

Best Regards,
Janet Conte

Sofia Nelson

From: Sofia Nelson
Sent: Tuesday, February 19, 2013 3:56 PM
To: 'Tim P. Miller'
Subject: RE: subdivisions

There are two subdivisions within the City of Kyle that have Planned Unit Development Overlay District (PUD). Those two developments are Plum Creek and a Commercial area that has yet to be developed know as RR HPI property (located West of the interstate and north of Kyle Crossing). As PUDs they have development standards that have already been approved and adopted by the City Council.

From: Tim P. Miller [<mailto:millbergfarm@austin.rr.com>]
Sent: Saturday, February 16, 2013 4:44 PM
To: Sofia Nelson
Subject: subdivisions

You mentioned two subdivision that are excluded from a tree ordinance. What are their names? TPM

Item # 18

Sofia Nelson

From: Sofia Nelson
Sent: Wednesday, February 13, 2013 3:16 PM
To: Tim P. Miller
Subject: Re: proposed tree ordinance

No. The one presented last night

Sent from my iPad

On Feb 13, 2013, at 3:00 PM, "Tim P. Miller" <millbergfarm@austin.rr.com> wrote:

Is that the one that was missing the ETJ format?

From: [Sofia Nelson](#)
Sent: Wednesday, February 13, 2013 1:42 PM
To: [Tim P. Miller](#)
Subject: RE: proposed tree ordinance

It has already been sent to him and he has sent his comments.

From: Tim P. Miller [mailto:millbergfarm@austin.rr.com]
Sent: Wednesday, February 13, 2013 1:36 PM
To: Sofia Nelson
Subject: proposed tree ordinance

Could you send Paul Johnson the copy of the proposed tree ordinance. I will contact him about his thoughts of it, please. TPM

Item # 18

Sofia Nelson

From: Johnson, Paul
Sent: Tuesday, September 25, 2012 8:54 AM
To: Sofia Nelson
Cc: Rooni, Jim
Subject: RE: Tree Ordinance - Revised
Attachments: DRAFT_AFTER_PLANNING_COMMISSION_MEETING[1].doc

Hi,

Thank you for meeting with us yesterday. You have done a nice job creating a clear and concise ordinance.

I have attached the proposed ordinance with my comments.

You might also consider referring to a Technical Tree Manual to help answer technical questions about protection, preservation, and even approved species. Here is an example from Round Rock. http://www.roundrocktexas.gov/docs/treetechnicalmanual_12-23-04.pdf

We can help develop a manual for Kyle, if you are interested.

Thanks,

Paul

Paul Johnson
Regional Urban Forester
Texas A&M Forest Service
15110 Jones-Maltsberger Suite 101
San Antonio, TX 78247

210-494-4771 office
210-494-2832 fax
pjohnson@tfs.tamu.edu<<mailto:pjohnson@tfs.tamu.edu>>

[about.me](http://about.me/PaulWmJohnson)<<http://about.me/PaulWmJohnson>>/<<http://about.me/PaulWmJohnson>>PaulWmJohnson

Alamo Forest Partnership on Facebook. <http://www.facebook.com/AlamoForestPartnership>
Or follow us on Twitter - <http://twitter.com/alamoforest>

From: Sofia Nelson [snelson@cityofkyle.com]
Sent: Monday, September 24, 2012 2:00 PM
To: Johnson, Paul
Subject: Fwd: Tree Ordinance - Revised

Sent from my iPad

Begin forwarded message:

From: Sofia Nelson <snelson@cityofkyle.com<<mailto:snelson@cityofkyle.com>>>
Date: September 6, 2012 4:44:37 PM CDT
To: cale@baese.net<<mailto:cale@baese.net>>, tallmike1@gmail.com<<mailto:tallmike1@gmail.com>>, pat@hart-properties.com<<mailto:pat@hart-properties.com>>,<

jldileo@yahoo.com<<mailto:jldileo@yahoo.com>>,
mpchristie46@yahoo.com<<mailto:mpchristie46@yahoo.com>>,
ryanskytx@gmail.com<<mailto:ryanskytx@gmail.com>>, <<mailto:cicelyckay@gmail.com>>
cicelyckay@gmail.com<<mailto:cicelyckay@gmail.com>>
Cc: Debbie Guerra <dguerra@cityofkyle.com<<mailto:dguerra@cityofkyle.com>>>
Subject: Tree Ordinance - Revised

Good Afternoon-

I have attached to this email the tree ordinance revised per our workshop in August. Please review and let me know if you have any changes or suggestions or if there was something we discussed at our workshop that I forgot to capture. When you reply to this email please DO NOT REPLY ALL to this email, as it could be a violation of open meetings requirements. I will add an item to our 9/25/12 agenda to have a discussion on the tree preservation ordinance.

Have a wonderful weekend!

Sofia Nelson

--

Sofia Nelson, CNU-A
Planning Director
City of Kyle
office- 512.262.3925
cell- 512.644.5432

Item # 18



CITY OF KYLE, TEXAS

Authorization for \$1.73 Million Reimbursement Payment to Hays County for RM 150 ROW Acquisition

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize the City Manager to issue reimbursement payment #1 to Hays County in the amount of \$1,730,015.51 for right-of-way acquisitions and related services in accordance with the interlocal agreement for the RM 150 improvements project ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information: Hays County has submitted its first reimbursement request under the interlocal agreement totaling \$1,730,015.51 for right-of-way acquisitions and related services associated with the RM 150 improvements project.

The breakdown of the reimbursement request as submitted by Hays County totaling \$1,730,015.51 is as follows:

1. \$1,626,988.38 for ROW acquisitions.
2. \$98,508.13 for ROW services by Lockwood Andrews Newman, Inc.
3. \$4,519.00 for ROW legal services by Duvall Grunning & Dietz, PLLC.

Background Information:

On February 7, 2012, the City Council approved the 1st amended and restated interlocal agreement between the Hays County and the City of Kyle for the RM 150 realignment improvements to allow the frontage roads between FM 1626 and Yarrington Road to be converted from two-way to one-way operation.

Included in the agreement, the total cost for the RM 150 realignment project was estimated by Hays County at \$9,500,000.00 and the City's share was estimated at \$4,500,000.00 or 47.37 percent of the total estimated project costs.

*It is important to note that the amended agreement allows for the City to proportionately share in any cost savings realized for the RM 150 realignment project. Equally however, the City is also responsible for its share (47.37%) of project cost increases or overruns. Under this agreement, a maximum project amount is not predetermined.

On February 21, 2012, the City Council approved a \$4,500,000.00 funding plan for the City's share of estimated costs for the RM 150 improvements project. ^{Cover Memo} ~~Item~~ # 19

improvements project. The breakdown of City's share of the estimated project costs is as follows:

- Construction: \$3,000,000.00
- ROW Acquisition: 1,500,000.00
- TOTAL ESTIMATED: \$4,500,000.00*

For complete and detailed information, the following documents are attached:

1. Invoices from Hays County totaling \$1,730,015.51 for right-of-way acquisitions and related services.
2. Purchase agreements for right-of-way acquisitions.
3. 1st Amended and Restated Interlocal Agreement.
4. Fiscal Note

The City Council's approval of this item will also authorize staff to appropriate and apply existing accumulated funds including bond proceeds and RM 150 lot fees.

Budget Information: A Fiscal Note is attached.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Fiscal Note](#)
 - [1st Amended Interlocal Agreement](#)
 - [Reimbursement Req #1](#)
-

February 04, 2013

Lanny Lambert
City Manager
City of Kyle
100 West Center Street
Kyle, Texas 78640

**Hays County Pass-Through Financing Program
CSJ: 0805-01-017**

Invoice No. IH35-FM150-02

Invoices Paid January 21, 2012 through January 30, 2013

Project: IH 35 Phase IIA (RM 150 Realignment)

Consultant Costs: \$26,805.76

Acquisition of Parcels: \$1,608,799.00

Total Reimbursement Due: \$1,635,604.76

Submitted:



Bert Cobb, M.D.
Hays County Judge

Attachment: RM 150 Invoice Log Sheet with Reimbursement Calculation
RM 150 Invoice Right-of-Way Acquisitions
RM 150 Duvall, Grunning, and Dietz, PLLC Invoices (5/24/12 to 12/20/12)
RM 150 LAN, Inc. Invoices (3/8/12 to 12/18/12)

cc: Debbie Ingalsbe, Hays County Commissioner, Precinct 1
Mark Jones, Hays County Commissioner, Precinct 2
Bill Herzog, Hays County Auditor
Michael J. Weaver, Prime Strategies, Inc.

Remit Payment:

Hays County Auditor's Office
ATTN: Vickie Wilhelm
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Item # 19

**Hays County Pass-Through Financing Program
FM 150 ROW Parcels Acquired**

**Project Information:
FM 150 Project**

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Invoice Amount</u>
G.F.913324	6/4/2012	241444	\$1,421,370.00
G.F.913306	7/2/2012	242541	\$40,037.00
CON120901LAN/KAD	8/14/2012	244161	\$1,200.00
CON120902LAN/SMG	11/26/2012	247073	\$1,500.00
G.F.913315	12/4/2012	247254	\$121,384.00
15237-C	1/15/2013	248717	\$23,308.00
InvoiceTotal:			\$1,608,799.00

**Hays County Pass-Through Financing Program
Lockwood Andrews Newnam, Inc. (LAN)**

**Project Information:
Work Authorization #2
FM 150 ROW Services**

**Supplemental #5
term. date 03/31/2013**

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Invoice Amount</u>
326792	3/8/2012	240615	\$462.35
326805	4/19/2012	240991	\$1,495.55
326807	5/14/2012	241187	\$7,142.50
326818	6/6/2012	242386	\$4,685.56
326833	7/11/2012	242916	\$1,862.50
326859	10/17/2012	245943	\$3,726.00
326874	11/7/2012	247381	\$1,856.50
326875	12/18/2012	248154	\$1,055.80
InvoiceTotal:			\$22,286.76

PT0805-01-017

Item # 19

*Hays County Pass-Through Financing Program
Duvall Grunning & Dietz, PLLC*

Project Information:
FM 150 ROW Services
Legal Counsel

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Invoice Amount</u>
12021/09-052412	5/24/2012	241305	\$164.30
12021/09-062212	6/22/2012	241982	\$33.35
12021/11-062212	6/22/2012	241982	\$30.00
12021/11-072412	7/24/2012	243068	\$120.00
12021/11-082312	8/23/2012	244009	\$90.10
12021/09-082312	8/23/2012	244009	\$675.45
12021/11-092112	9/21/2012	245135	\$83.40
12021/09-092112	9/21/2012	245135	\$286.00
12021/11A-102312	10/23/2012	246100	\$30.00
12021/09A-102312	10/23/2012	246100	\$30.00
12021/09B-102312	10/23/2012	246100	\$300.00
12021/11B-102312	10/23/2012	246100	\$187.50
12021/11-112112	11/21/2012	247324	\$874.80
12021/09-112112	11/21/2012	247324	\$817.50
12021/11-122012	12/20/2012	248109	\$324.10
12021/09-122012	12/20/2012	248109	\$442.50

Invoice Total: \$4,519.00

Item # 19

April 10, 2012

Lanny Lambert
City Manager
City of Kyle
100 West Center Street
Kyle, Texas 78640

**Hays County Pass-Through Financing Program
CSJ: 0805-01-017**

Invoice No. IH35-FM150-01

Reimbursement Period: September 29, 2009 through January 20, 2012

Project: IH 35 Phase IIA (RM 150 Realignment)

Consultant Costs: \$76,221.37

Acquisition of Parcel No. 7: \$18,189.38

Total Reimbursement Due: \$94,410.75

Submitted:



Bert Cobb, M. D.
Hays County Judge

Attachment: RM 150 Invoice Log Sheet with Reimbursement Calculation
RM 150 Invoice Right-of-Way Acquisition of Parcel No. 7
RM 150 LAN, Inc. Invoices (09/29/09 to 01/20/12)

cc: Debbie Ingalsbe, Hays County Commissioner, Precinct 1
Mark Jones, Hays County Commissioner, Precinct 2
Bill Herzog, Hays County Auditor
Michael J. Weaver, Prime Strategies, Inc.

Remit Payment:

Hays County Auditor's Office
ATTN: Vickie Wilhelm
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Item # 19

Hays County Pass-Through Financing Program
Lockwood Andrews Newnam, Inc. (LAN)

Project	Invoice No.	Begin Date	End Date	Invoice Amount
Work Authorization #2	326105	9/29/2009	11/27/2009	\$887.00
FM 150 ROW services	326127	11/28/2009	12/25/2009	\$117.00
term. date 8/31/2010	326141	1/6/2010	1/22/2010	\$852.50
Supplemental #1	326157	1/29/2010	2/28/2010	\$797.50
term. date ext. to				
08/31/2011	326173	3/3/2010	3/31/2010	\$2,785.00
	326190	4/5/2010	4/30/2010	\$5,782.50
	326205	5/3/2010	5/28/2010	\$8,624.45
PT0805-01-017	326225	5/25/2010	6/25/2010	\$9,859.50
	326304	7/1/2010	7/23/2010	\$2,070.00
	326319	7/30/2010	9/3/2010	\$2,860.00
	326372	9/10/2010	10/1/2010	\$4,945.00
Supplemental #2	326389	9/27/2010	10/29/2010	\$6,761.80
term. date ext. to				
08/31/2011	326409	10/28/2010	11/26/2010	\$2,378.00
	326422	11/27/2010	12/24/2010	\$4,085.00
Supplemental #3	326504	12/25/2010	1/21/2011	\$1,307.50
term. date ext. to				
08/31/2012	326530	1/22/2011	2/18/2011	\$2,577.52
	326552	2/19/2011	4/1/2011	\$4,337.50
	326574	4/2/2011	4/29/2011	\$1,577.50
	326596	4/30/2011	5/27/2011	\$880.00
	326612	5/28/2011	6/24/2011	\$420.00
	326623	6/25/2011	8/5/2011	\$250.00
	326736	8/6/2011	9/2/2011	\$3,137.50
	326745	9/3/2011	9/30/2011	\$2,187.50
	326757	10/1/2011	10/28/2011	\$375.00
	326767	10/29/2011	11/25/2011	\$3,400.00
	326781	12/24/2011	1/20/2012	\$2,966.10

Invoice Total: \$76,221.37

Item # 19



MEMORANDUM

TO: Vickie Wilhelm
Auditor's Office
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: June 4, 2012

PROJECT: RM 150 Road Improvements
Parcel 4
Kyle 35 Retail, Ltd.
Hays County Precinct 1

Item # 19

RE: SETTLEMENT STATEMENT AND CHECK REQUEST FOR CLOSING

The acquisition of the above referenced parcel is near completion. Attached you will find a copy of the executed purchase agreement and the settlement statement which summarizes the charges by Gracy Title Company to close this transaction. Please have the County Judge sign where indicated on the settlement statement and addenda.

Also, please provide a check as follows:

Contract Sale Price (Parcel 4):	\$1,413,479.00
Closing Costs:	\$7,891.00
TOTAL:	\$1,421,370.00

Payable to: Gracy Title Company
G.F. 913324
155 Cimarron Park Loop, Suite C
Buda, TX 78610

Sincerely,

Lori Bible

Lori Bible, SR/WA
Right-of-Way Services
Lockwood, Andrews & Newnam, Inc

Enclosures: Settlement Statement, Purchase Agreement

A. U.S. Department of Housing and Urban Development		B. Type of Loan	
		1. <input type="checkbox"/> FHA 4. <input type="checkbox"/> VA	2. <input type="checkbox"/> FMHA 5. <input type="checkbox"/> Conv. Ins.
Settlement Statement		6. File Number 913324	7. Loan Number
8. Mortgage Ins. Case No.			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name of Borrower: County of Hays			
E. Name of Seller: Kyle 35 Retail, LTD, 801 Congress Ave # 300, Austin, TX 78701			
F. Name of Lender:			
G. Property Location: 5.669 acres out of the Z. Hinton Survey Abst No. 220			
H. Settlement Agent: Gracy Title, a stewart company(512) 312-2611 Place of Settlement: 155 Cimarron Park Loop, Suite C, Buda, TX 78610			
I. Settlement Date: 6/8/2012		Proration Date: 6/6/2012	

Summary of Borrower's Transaction		Summary of Seller's Transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	1,413,479.00	401. Contract sales price	1,413,479.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	7,891.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School taxes		409. School taxes	
110. HOA Dues		410. HOA Dues	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,421,370.00	420. Gross amount due to seller:	1,413,479.00
Adjustments for items paid by or for benefit of the borrower:		Adjustments for items paid by or for benefit of the borrower:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Short Payoff - Lien Release	
207. Option fee		507. Option fee	
208. Seller Contribution to Buyer's Closing Costs		508. Seller Contribution to Buyer's Closing Costs	
209. Seller Credit for Owner's Title Policy		509. Seller Credit for Owner's Title Policy	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School taxes		513. School taxes	
214. HOA Dues		514. HOA Dues	
215.		515. Taxes \$7851.85 1/1/2012 to 6/7/2012	3,389.80
216.		516. *Taxes: \$83172.31/45.51=\$1365.06p.acre(x)5.669acre=\$7851.85	
217.		517. Vol. Prepayment to Frol Bank	1,207,808.32
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reduction in amount due seller:	1,211,197.92
Cash at settlement from the borrower:		Cash at settlement from the borrower:	
301. Gross amount due from borrower (line 120)	1,421,370.00	601. Gross amount due to seller (line 420)	1,413,479.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller (line 520)	1,211,197.92
303. CASH (X)FROM (TO) BORROWER	1,421,370.00	603. CASH (X)FROM (X)TO SELLER	202,281.08

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Gracy Title, a Stewart company(512) 312-2611 with your correct taxpayer identification number. If you do not provide Gracy Title, a Stewart company(512) 312-2611 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Kyle 35 Retail, LTD

Item # 19

Settlement Charges		File Number: 013324	
700.	Total sales/broker commission	Paid From	Paid From
	Division of commission (line 700) as follows:	Borrower's	Seller's
701.	\$	Funds at	Funds at
702.	\$	Settlement	Settlement
703.	Commission paid at settlement		
704.			
706.	THE FOLLOWING PERSONS, FIRMS OR COPORATIONS RECEIVED A PORTION OF		
706.	THE REAL ESTATE COMMISSION SHOWN ABOVE:		
707.	(n/a)		
800.	Items available to be paid within:		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.	Underwriting fee		
809.	Processing fee		
810.	Flood certification		
811.	Tax service fee		
812.	Administration fee		
813.			
814.	Yield Spread Premium		
900.	Items available to be paid monthly:		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.	Flood insurance premium for		
905.	2nd Lien Interest from * to * @ * /per day		
1000.	Items to be paid with other:		
1001.	Hazard Insurance		
1002.	Mortgage Insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	School taxes		
1007.			
1008.			
1009.	Aggregate adjustment		
1100.	Other charges:		
1101.	Settlement or closing fee to Gracy Title, a stewart company	300.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	includes above items no.:		
1108.	Title Insurance to Gracy Title, a stewart company	7,464.00	
	includes above items no.:		
1109.	Lender's coverage		
1110.	Owner's coverage \$1,413,478.00	\$7,464.00	
1111.	2nd Lien MTP (includes)		
1112.	State of Texas Policy Guaranty Fee to Guaranty Fee Transfer	2.00	
1113.	Escrow Fee		
1114.	Tax Certificate to Tejas Tax Data	48.00	
1115.	Overnight/Courier Messenger Fee		
1116.	Document Preparation		
1117.	E-Recording fees to Gracy Title, a stewart company	4.00	
1118.	OTP includes:		
1119.	LP includes:		
1200.	Government recording and other state charges:		
1201.	Recording fees: Deed \$72.00	72.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.			
1206.	Additional Recording Fees		
1300.	Additional Settlement Charges:		
1301.	Survey (n/a)		
1302.	Pest Inspection (n/a)		
1303.	Home Warranty (n/a)		
1304.	HOA Transfer/Resale Fee (n/a)		
1306.	HOA Dues (n/a)		
1308.	Reimbursement of Resale Certificate		
1307.	Secretary of State Name Search to Gracy Title, a stewart company	1.00	
1308.			
1400.	Total settlement charges (entered on lines 103, section J and 602, section K)	7,881.00	0.00

RM 150 Purchase Agreement
Parcel 4

PURCHASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Agreement by and between the **COUNTY OF HAYS**, State of Texas, and hereinafter called the **County**, and **KYLE 35 RETAIL, LTD** hereinafter called **Owners**, whether one or more, shall be effective on the date of approval and execution by and on behalf of the County.

In view of the mutual covenants herein expressed and contained, the Owners agreeing to and do hereby agree to grant, bargain, sell and convey for the consideration and upon the terms herein stated to the County and the County agreeing to and does hereby agree to purchase for the consideration and upon the terms herein stated the property situated in Hays County, Texas which is described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

The County and the Owners do further agree as follows:

Total Price: One Million Four Hundred Thirteen Thousand Four Hundred Seventy Nine Dollars (\$1,413,479.00) to be paid by the County for full title to the property which is described in the said Exhibit "A", save and except the oil, gas and sulphur as provided in the hereinafter called for deed free of all liens, assessments and encumbrances other than those matters described on Exhibit B attached hereto (the "Permitted Exceptions").

Title Evidence: The County will acquire at its own expense a policy of title insurance issued by Gracy Title, agent for Stewart Title, called the County's Closing Agent, which policy on consummation of this transaction guarantees title in the County. The County, without cost to Owners, will prepare the necessary instruments and will pay the cost of recording all instruments conveying title to the County.

Ownership, Warranty Deed and Easement Agreement: Owners agree to convey to the County full title to the said property, which is described in the said Exhibit "A" and all appurtenances thereto for the consideration stated subject to the "Permitted Exceptions" and the aforementioned reservation of mineral rights. After approval of title by the County, Owners agree to deliver to the County's Closing Agent a special warranty deed, properly executed, conveying full title to such property as herein provided. In the event Owners are unable to convey full title or rights, subject to the aforementioned exception, to said property or a title satisfactory to the County, then this agreement shall be null and void.

Possession: Until payment is made, title and possession of the property to be conveyed to the County remain with the Owners. Owners shall bear all risk of loss to any and all of such property. In the event the condition of the property should change in any material respect, for any reason, prior to the date of delivery of possession to the County, the County shall have the right to declare this agreement null and void.

Item # 19

Owners and County agree that any ad valorem taxes due shall be prorated to the date of closing and shall be collected from Owners at Closing by the County's Closing Agent.

Owners and the County agree that the property described in Exhibit "A" is being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

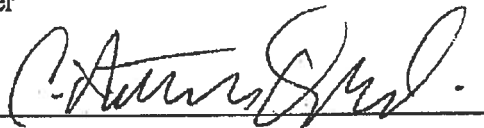
THE FULL AGREEMENT OF THE COUNTY AND THE OWNERS IS SET FORTH IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

OWNERS


KYLE 35 RETAIL, LTD., a Texas limited partnership

By: B&O Development G.P., LLC, a Texas limited liability company, General Partner

By: B&O Management Company, L.L.C, a Delaware limited liability company, its
Manager

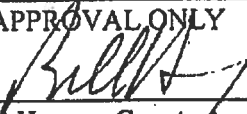
By: 
Name: C. Patrick Oles, Jr.
Title: President

COUNTY OF HAYS


Bert Cobb, MD, County Judge

ROUTING FOR APPROVAL ONLY

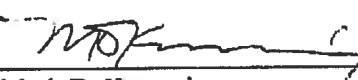
APPROVED:


Bill Herzog, County Auditor

APPROVED:


Debbie Ingalsbe, County Commissioner Pct. 1

APPROVED AS TO FORM


Mark D. Kennedy
A.D.A. - Chief- Civil Division
SBOT#24032498

Item # 19

EXHIBIT A

County: Hays
Parcel No.: 4
Highway: F.M. 150
Limits: From IH 35 north bound frontage road
to 2300' east of IH 35
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 4

DESCRIPTION OF A 5.669 ACRE (246,928 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF LOT 6, REPLAT OF LOTS 4, 5, 6, 7 AND 8 KYLE 150/I-35 SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 12, SLIDE 163 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO KYLE 35 RETAIL, LTD., BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED JUNE 5, 2003 AND RECORDED IN VOLUME 2237, PAGE 768 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 5.669 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" rebar with TXDOT aluminum cap set, in the north line of said Lot 6, being the south line of Lot 10, Block A, Center Street Village, a subdivision of record in Cabinet 12, Slide 72 of the Plat Records of Hays County, Texas, and also being 60.00 feet left of Farm to Market (F.M.) 150 centerline station 57+00.61, from which a 1/2" rebar with "RPLS #4355" plastic cap found for the northeast corner of said Lot 6, being the southeast corner of said Lot 10, bears S79°39'11"E, a distance of 77.18 feet, a mag nail found and S79°39'36"E, a distance of 847.04 feet, for a POINT OF REFERENCE;

1. THENCE, with the proposed east right-of-way line of F.M. 150, over and across said Lot 6, with a curve to the right, having a radius of 610.00 feet and a central angle of 69°08'29" (chord bears S23°43'32"E, 692.25 feet) for an arc distance of 736.11 feet to a TXDOT Type II monument set for point of tangency, being 60.00 feet left of F.M. 150 centerline station 63+64.32;
2. THENCE, S10°50'43"W, continuing with the proposed east right-of-way line of F.M. 150, over and across said Lot 6, a distance of 1014.57 feet to a TXDOT Type II monument set for point of curvature, being 60.00 feet left of F.M. 150 centerline station 73+78.90;

EXHIBIT A

3. THENCE, continuing with the proposed east right-of-way line of F.M. 150, over and across said Lot 6, with a curve to the left, having a radius of 490.00 feet and a central angle of $46^{\circ}13'05''$ (chord bears $S12^{\circ}15'50''E$, 384.63 feet) for an arc distance of 395.26 feet to a TXDOT Type II monument set 60.00 feet left of F.M. 150 centerline station 78+22.56, being in the northeast right-of-way line of F.M. 150 (right-of-way width varies), being the southwest line of said Lot 6, from which a TXDOT Type II monument set 67.69 feet left of F.M. 150 centerline station 78+81.25, being the south corner of said Lot 6 and also being the west corner of Lot 1, Carta Subdivision, a subdivision of record in Cabinet 15, Slide 163 of the Plat Records of Hays County, Texas, bears $S46^{\circ}51'23''E$, a distance of 52.42 feet, for a POINT OF REFERENCE;
4. THENCE, $N46^{\circ}51'23''W$, with the northeast line of F.M. 150, being the southwest line of said Lot 6, a distance of 333.88 feet to a TXDOT Type II monument set, 95.53 feet right of F.M. 150 centerline station 75+30.22, from which a 1/2" Iron rod with plastic cap found, for the west corner of said Lot 6, being the south corner of Lot 5, said Replat of Lots 4, 5, 6, 7 and 8 Kyle 150/I-35 Subdivision, bears $N46^{\circ}51'23''W$, a distance of 352.97 feet, for a POINT OF REFERENCE;
5. THENCE, $N62^{\circ}43'03''E$, with the proposed west right-of-way of F.M. 150, over and across said Lot 6, a distance of 38.62 feet to a TXDOT Type II monument set 60.00 feet right of F.M. 150 centerline station 75+16.97;
6. THENCE, with the proposed west right-of-way of F.M. 150, continuing over and across said Lot 6, with a curve to the right, non-tangent to the previous course, having a radius of 610.00 feet and a central angle of $14^{\circ}22'59''$ (chord bears $N03^{\circ}39'13''E$, 152.73 feet) for an arc distance of 153.13 feet to a TXDOT Type II monument set for point of tangency, being 60.00 feet right of F.M. 150 centerline station 73+78.90;
7. THENCE, $N10^{\circ}50'43''E$, continuing with the proposed west right-of-way of F.M. 150, over and across said Lot 6, a distance of 1014.57 feet to a TXDOT Type II monument set for point of curvature, 60.00 feet right of F.M. 150 centerline station 63+64.32;
8. THENCE, continuing with the proposed west right-of-way line of F.M. 150, over and across Lot 6, with a curve to the left, having a radius of 490.00 feet and a central angle of $58^{\circ}36'02''$ (chord bears $N18^{\circ}27'18''W$, 479.60 feet) for an arc distance of 501.16 feet to a 1/2" rebar with TXDOT aluminum cap set in a west line of said Lot 6, being in the east line of Lot 1, Final Plat Kyle 150/I-35

EXHIBIT A

Subdivision, a subdivision of record in Cabinet 11, Slide 375 of the Plat Records of Hays County, Texas;

9. THENCE, N11°24'05"E, with a west line of said Lot 6, being the east line of said Lot 1, a distance of 72.85 feet to a 1/2" rebar with "MEENACH" plastic cap found for an angle point in a west line of said Lot 6, being the northeast corner of said Lot 1;
10. THENCE, N78°38'06"W, with a south line of said Lot 6, being the north line of said Lot 1, a distance of 213.92 feet to a mag nail with "RPLS #4335" washer found for an angle point;
11. THENCE, S56°14'12"W, continuing with a south line of said Lot 6, being the north line of said Lot 1, passing a 1/2" rebar with "MEENACH" plastic cap found at 30.00 feet and continuing for a total distance of 30.31 feet to a calculated point in the east right-of-way line of Interstate Highway 35 (IH 35) (right-of-way width varies), being an angle point in the west line of said Lot 6, also being the northwest corner of said Lot 1, and also being 77.81 feet right of F.M. 150 centerline station 55+24.28;
12. THENCE, N11°33'21"E, with the east right-of-way line of IH 35, being the west line of said Lot 6, a distance of 11.87 feet to a 1/2" rebar found 65.95 feet right of F.M. 150 centerline station 55+23.87, for an angle point;
13. THENCE, N01°20'11"E, continuing with the east right-of-way line of IH 35, being the west line of said Lot 6, a distance of 85.76 feet to a 1/2" rebar with "DOUCET" plastic cap found for the northwest corner of said Lot 6, being the southwest corner of said Lot 10;
14. THENCE, S79°39'11"E, with the north line of said Lot 6, being the south line of said Lot 10, a distance of 210.72 feet to the POINT OF BEGINNING, containing within these metes and bounds 5.669 acres (246,928 square feet) of land area, more or less.

Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.

This property description is accompanied by a separate plat.

Item # 19

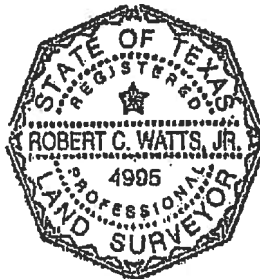
EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Robert C. Watts, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th
day of OCTOBER, 2011.

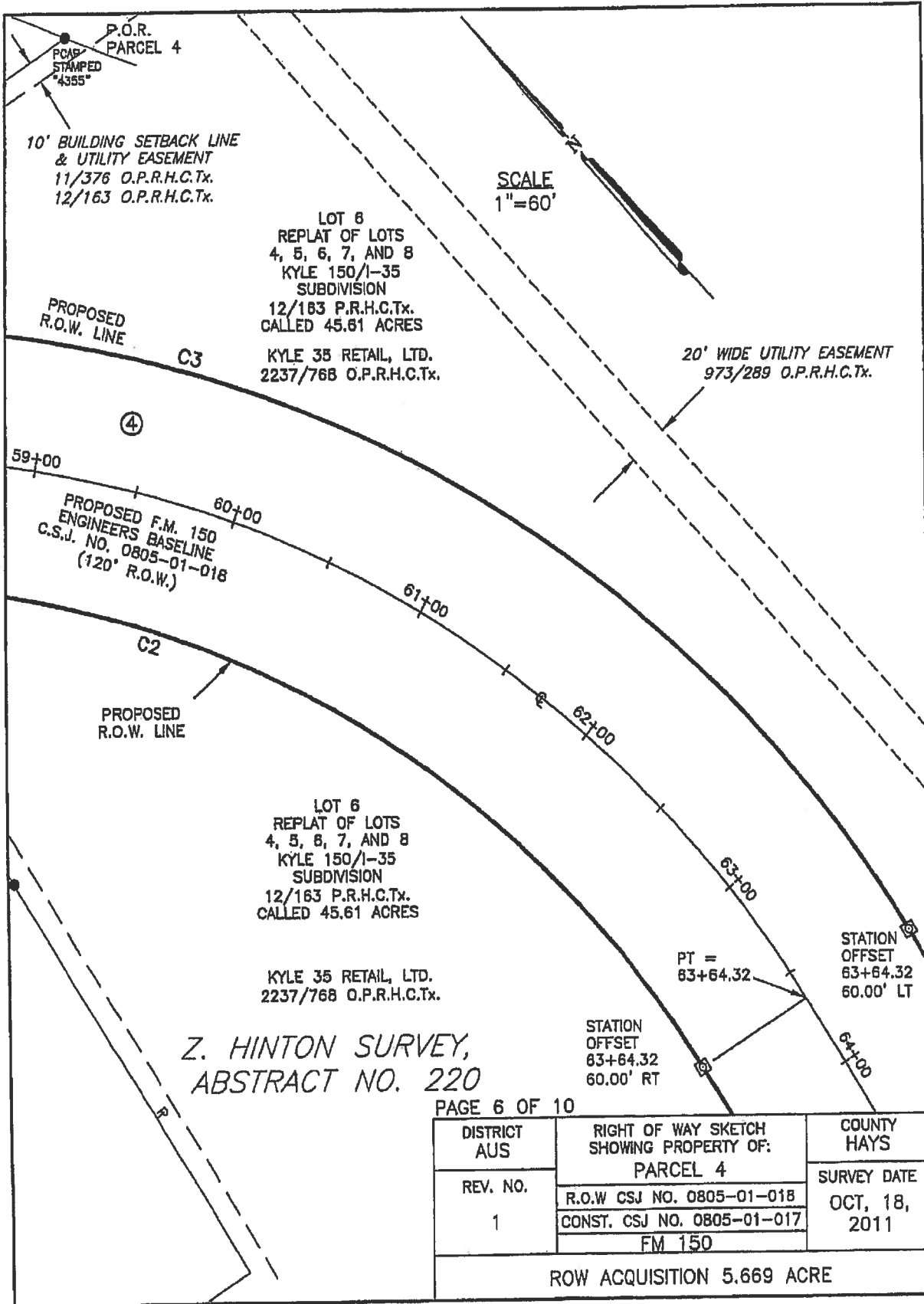
Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744



Robert C. Watts, Jr.
Robert C. Watts, Jr.
Registered Professional
Land Surveyor
No. 4995 – State of Texas

Item # 19

EXHIBIT _____



PAGE 6 OF 10

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 4	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 5.669 ACRE		

Item # 19

EXHIBIT _____

SCALE
1"=60'

LOT 6
REPLAT OF LOTS
4, 5, 6, 7, AND 8
KYLE 150/1-35
SUBDIVISION
12/163 P.R.H.C.Tx.
CALLED 45.61 ACRES

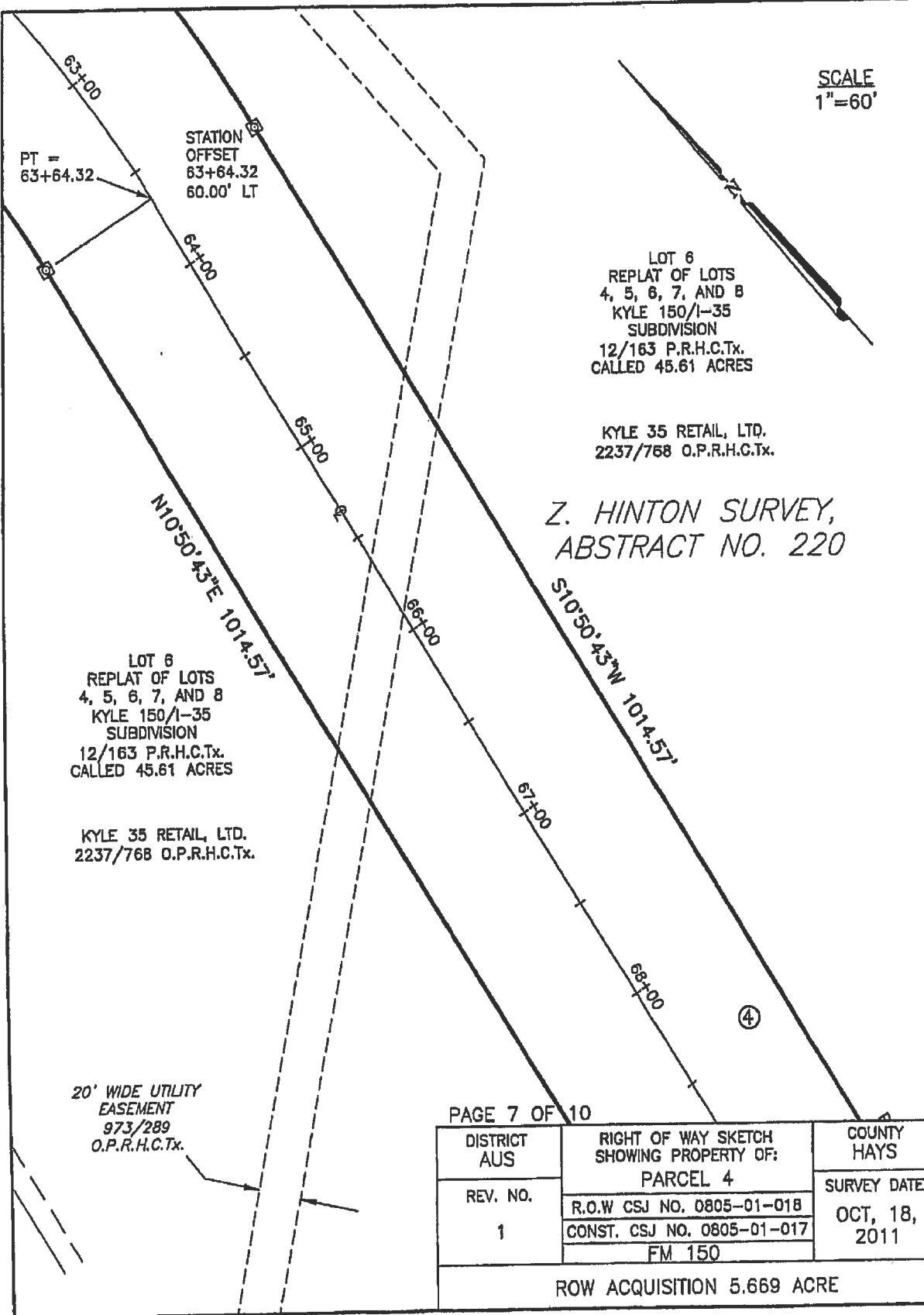
KYLE 35 RETAIL, LTD.
2237/768 O.P.R.H.C.Tx.

Z. HINTON SURVEY,
ABSTRACT NO. 220

LOT 6
REPLAT OF LOTS
4, 5, 6, 7, AND 8
KYLE 150/1-35
SUBDIVISION
12/163 P.R.H.C.Tx.
CALLED 45.61 ACRES

KYLE 35 RETAIL, LTD.
2237/768 O.P.R.H.C.Tx.

20' WIDE UTILITY
EASEMENT
973/289
O.P.R.H.C.Tx.



PAGE 7 OF 10

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 4 R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	COUNTY HAYS
REV. NO. 1		SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 5.669 ACRE		

Item # 19

SCALE
1"=60'

Z. HINTON SURVEY,
ABSTRACT NO. 220

LOT 6
REPLAT OF LOTS
4, 5, 6, 7, AND 8
KYLE 150/1-35
SUBDIVISION
12/163 P.R.H.C.Tx.
CALLED 45.61 ACRES

KYLE 35 RETAIL, LTD.
2237/768 O.P.R.H.C.Tx.

LOT 6
REPLAT OF LOTS
4, 5, 6, 7, AND 8
KYLE 150/1-35
SUBDIVISION
12/163 P.R.H.C.Tx.
CALLED 45.61 ACRES

KYLE 35 RETAIL, LTD.
2237/768 O.P.R.H.C.Tx.

20' WIDE UTILITY
EASEMENT
973/289
O.P.R.H.C.Tx.

N10°50'43"E 1014.57'

PROPOSED F.M. 150 ENGINEERS BASELINE
C.S.J. NO. 0805-01-018
(120' R.O.W.)

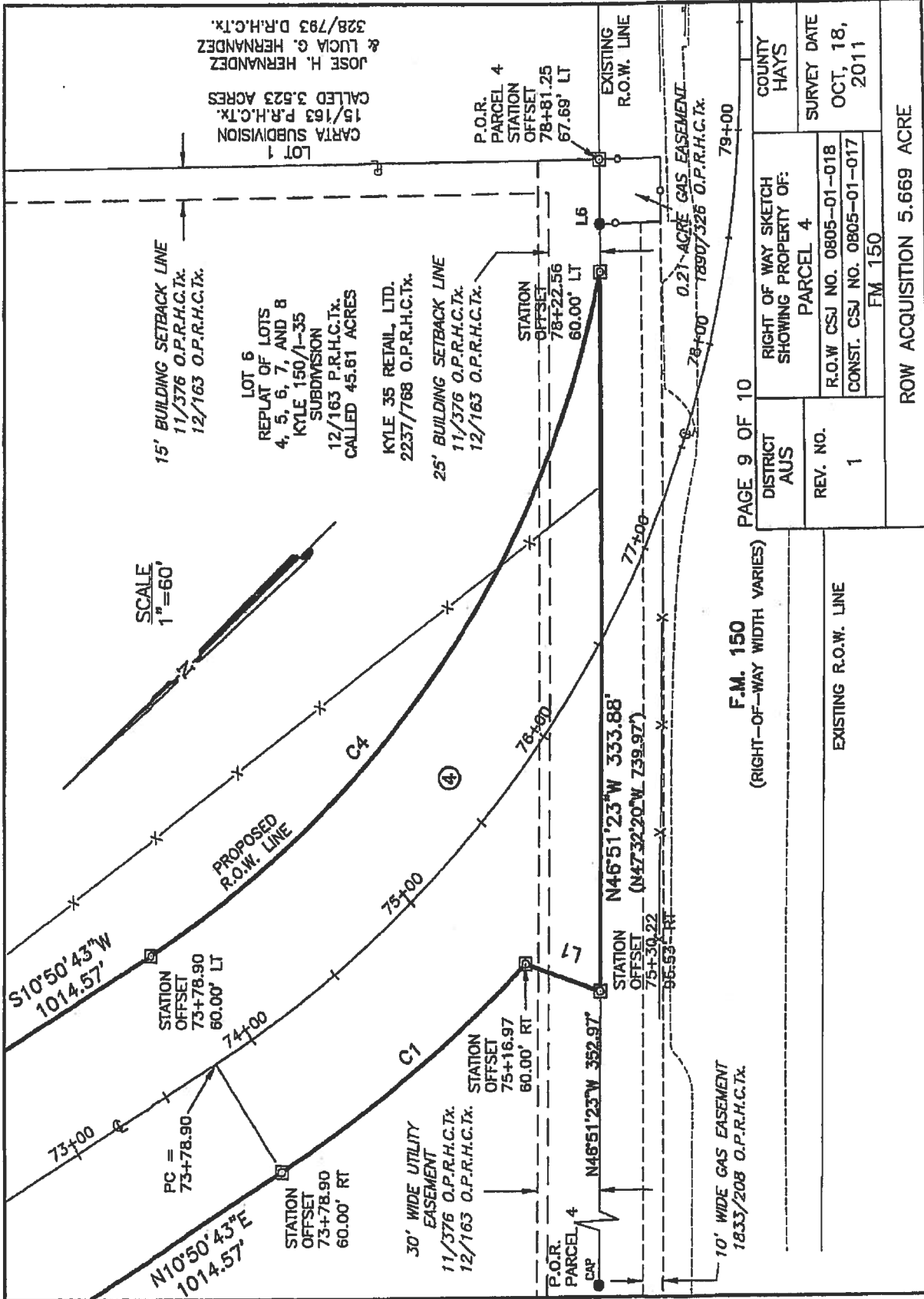
S10°50'43"W 1014.57'

PAGE 8 OF 10

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 4	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 5.669 ACRE		

Item # 19

EXHIBIT



F.M. 150

(RIGHT-OF-WAY WIDTH VARIES)

PAGE 9 OF 10

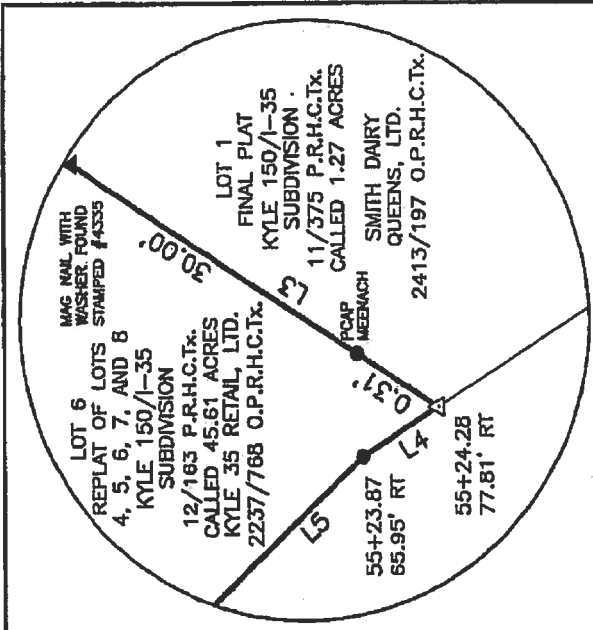
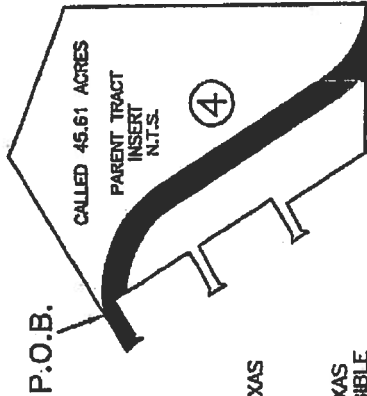
DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF:		COUNTY HAYS	SURVEY DATE OCT, 18, 2011
	REV. NO. 1	PARCEL 4 R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150		
ROW ACQUISITION 5.669 ACRE				

EXISTING R.O.W. LINE

Item # 19

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ▣ TXDOT TYPE III MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" REBAR FOUND UNLESS NOTED
- CONTROL POINT, DETAILS NOTED
- ▲ CALCULATED POINT
- ▲ MAG NAIL FOUND UNLESS NOTED
- ▲ PROPERTY LINE
- ▲ CENTER LINE
- ▲ RECORD INFORMATION
- ▲ PARCEL NUMBER FOR R.O.W. ACQUISITION
- ⊙ POINT OF BEGINNING
- ⊙ POINT OF REFERENCE
- ⊙ POINT OF COMMENCEMENT
- ⊙ POINT OF CURVATURE
- ⊙ POINT OF TANGENCY
- ⊙ PUBLIC UTILITY EASEMENT
- ⊙ OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- ⊙ OFFICIAL RECORDS HAYS COUNTY, TEXAS
- ⊙ PLAT RECORDS HAYS COUNTY, TEXAS
- ⊙ DEED RECORDS HAYS COUNTY, TEXAS
- ⊙ REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- ⊙ STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE
- ⊙ PCAP
- ⊙ P.O.B.
- ⊙ P.O.R.
- ⊙ P.O.C.
- ⊙ P.C.
- ⊙ P.T.
- ⊙ P.U.E.
- ⊙ O.P.R.H.C.Tx.
- ⊙ O.R.H.C.Tx.
- ⊙ P.R.H.C.Tx.
- ⊙ D.R.H.C.Tx.
- ⊙ R.P.R.H.C.Tx.



DETAIL A
N.T.S.

LINE TABLE

No.	BEARING	LENGTH	RECORD CALL
L1	N62°43'03"E	38.62'	
L2	N11°24'05"E	72.85'	
L3	S56°14'12"W	30.31'	(S55°39'54"W 30.00')
L4	N11°33'21"E	11.87'	(N10°50'43"E 11.53')
L5	N01°20'11"E	85.76'	(N00°34'48"E 85.98')
L6	S46°51'23"E	52.42'	

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	14°22'59"	610.00'	76.97'	153.13'	152.73'	N03°39'13"E
C2	58°36'02"	490.00'	274.98'	501.16'	479.60'	N18°27'18"W
C3	69°08'29"	610.00'	420.35'	736.11'	692.25'	S23°43'32"E
C4	46°13'05"	490.00'	209.09'	395.26'	384.63'	S12°15'50"E

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
SURVEYING AND MAPPING
3500 McCALL LANE
AUSTIN, TEXAS 78744
512-443-1424

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (83) HARN SOUTH CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT MAY AFFECT THE ADJOINING TRACTS.

PAGE 10 OF 10

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 4	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 5.669 ACRE		



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

MEMORANDUM

TO: Vickie Wilhelm
Auditor's Office
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: July 2, 2012

PROJECT: RM 150 Road Improvements
Parcel 1
Minerva, Ltd.
Hays County Precinct 1

Item # 19

RE: SETTLEMENT STATEMENT AND CHECK REQUEST FOR CLOSING

The acquisition of the above referenced parcel is near completion. Attached you will find a copy of the executed purchase agreement and the settlement statement which summarizes the charges by Gracy Title Company to close this transaction. Please have the County Judge sign where indicated on the settlement statement and addenda.

Also, please provide a check as follows:

Contract Sale Price:	\$39,200.00
Closing Costs:	\$837.00
TOTAL:	\$40,037.00

Payable to: Gracy Title Company
G.F. 913306
155 Cimarron Park Loop, Suite C
Buda, TX 78610

Sincerely,

Lori Bible

Lori Bible, ROW Services
Lockwood, Andrews & Newnam, Inc
512-914-2201, cell

A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 913306		7. Loan Number
8. Mortgage Ins. Case No.		

Settlement Statement

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

Borrower: County of Hays
Seller: Minerva, LTD, 2207 Lake Austin Blvd, Austin, TX 78703
Address:
Location: Lot 8, Block A, Center Street Village
 RM 150
Settlement Agent: Gracy Title, a Stewart company(512) 312-2611
Settlement Address: 155 Cimarron Park Loop, Suite C, Buda, TX 78610
Date: 7/18/2012 **Proration Date:** 7/18/2012

Summary of Borrower's Transaction		Summary of Seller's Transaction	
Amount due from borrower:		400. Gross amount due to seller:	
Contract sales price	39,200.00	401. Contract sales price	39,200.00
Real property		402. Personal property	
Settlement charges to borrower (line 1400)	837.00	403.	
		404.	
		405.	
Items paid by seller in advance:		Adjustments for items paid by seller in advance:	
City/town taxes		406. City/town taxes	
County taxes		407. County taxes	
Assessments		408. Assessments	
School taxes		409. School taxes	
HOA Dues		410. HOA Dues	
		411.	
		412.	
Amount due from borrower:	40,037.00	420. Gross amount due to seller:	39,200.00
Items paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
Initial or earnest money		501. Excess deposit (see instructions)	
Initial amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
Original loan(s) taken subject to		503. Existing loan(s) taken subject to	
		504. Payoff of first mortgage loan	
		505. Payoff of second mortgage loan	
		506. Short Payoff - Lien Release	
		507. Option fee	
Contribution to Buyer's Closing Costs		508. Seller Contribution to Buyer's Closing Costs	
Credit for Owner's Title Policy		509. Seller Credit for Owner's Title Policy	
Items Unpaid by seller:		Adjustments for items unpaid by seller:	
City/town taxes		510. City/town taxes	
County taxes		511. County taxes	
Assessments		512. Assessments	
School taxes		513. School taxes	
HOA Dues		514. HOA Dues	
		515. Taxes \$231.06 1/1/2012 to 7/19/2012	126.26
		516. Taxes: \$4847.63/1.07ac=\$4530.50(x).051ac=\$231.06	
		517.	
		518.	
		519.	
Amount paid by/for borrower:	0.00	520. Total reduction in amount due seller:	126.26
Net settlement from/to borrower:		600. Cash at settlement to/from seller:	
Amount due from borrower (line 120)	40,037.00	601. Gross amount due to seller (line 420)	39,200.00
Amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller (line 520)	126.26
(X)FROM ()TO BORROWER	40,037.00	603. CASH ()FROM (X)TO SELLER	39,073.74

Item # 19

FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and the end of blocks real estate tax payable to the IRS is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a

	From Borrower's Funds at Settlement	From Seller's Funds at Settlement
Total sales/broker commission		
Division of commission (line 700) as follows:		
Commission paid at settlement		
THE FOLLOWING PERSONS, FIRMS OR COPORATIONS RECEIVED A PORTION OF THE REAL ESTATE COMMISSION SHOWN ABOVE:		
Items payable in connection with loan:		
Loan origination fee		
Loan discount		
Appraisal fee		
Appraisal report		
Lender's inspection fee		
Mortgage Insurance application fee		
Assumption fee		
Underwriting fee		
Processing fee		
Good certification		
Fax service fee		
Administration fee		
Gold Spread Premium		
Items required by lender to be paid in advance:		
Interest from		
Mortgage Insurance premium for		
Hazard insurance premium for		
Good Insurance premium for		
Unpaid Lien Interest from * to * @*/per day		
Reserves deposited with lender:		
Hazard Insurance		
Mortgage insurance		
County property taxes		
County property taxes		
Annual assessments (maint.)		
School taxes		
Aggregate adjustment		
Other charges:		
Settlement or closing fee to Gracy Title, a Stewart company	300.00	
Abstract or title search		
Title examination		
Title insurance binder		
Document preparation		
Notary fees		
Attorney's fees to		
includes above items no.:		
Title insurance to Gracy Title, a Stewart company	431.00	
includes above items no.:		
Lender's coverage		
Borrower's coverage \$39,200.00 \$431.00		
Unpaid Lien MTP (includes)		
State of Texas Policy Guaranty Fee to Guaranty Fee Transfer	2.00	
Escrow Fee		
Tax Certificate to Tejas Tax Data	48.00	
Overnight/Courier Messenger Fee		
Document Preparation		
Recording fees to Gracy Title, a Stewart company	4.00	
MTP includes:		
includes:		
Government recording and transfer charges:		
Recording fees: Deed \$52.00	52.00	

Item # 19

Other: Access will not be permitted to the RM 150 highway facility from the remainder of Lot 8, Block A, Center Street Village. However, a driveway from the proposed RM 150 roadway will be constructed for the connection to the reciprocal access easement to the east of Lot 8. This driveway is depicted as Driveway 1-A on the attached Exhibit "B". Owner understands that the existing (reciprocal) access driveway will need to be reconstructed at the Owner's expense to meet the grade of the of new RM 150 highway facility.

Owner and County agree that any ad valorem taxes due shall be prorated to the date of closing and shall be collected from Owners at Closing by the County's Closing Agent.

Owner and the County agree that the property described in Exhibit "A" is being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

THE FULL AGREEMENT OF THE COUNTY AND THE OWNERS IS SET FORTH IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

OWNERS

MINERVA, LTD., a Texas limited partnership

By: Mopac Financial, Inc., a Texas corporation, General Partner

By: 

Name: Doug Kadison

Title: President

COUNTY OF HAYS

By: 

Bert Cobb, MD, County Judge

6-26-2012
Date

Item # 19

RM 150 Purchase Agreement
Parcel 1
Minerva, Ltd. and Hays County
Page 3

ROUTING FOR APPROVAL ONLY

APPROVED:




Bill Herzog, County Auditor

APPROVED:



Debbie Ingalsbe, County Commissioner Pct. 1

APPROVED AS TO FORM



Mark D. Kennedy
A.D.A. - Chief- Civil Division
SBOT#24032498

Item # 19

EXHIBIT "A"

County: Hays
Parcel No.: 1
Highway: F.M. 150
Limits: From IH 35 north bound frontage road
to 2300' east of IH 35
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 1

DESCRIPTION OF A 0.051 ACRE (2,241 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF LOT 8, BLOCK A, CENTER STREET VILLAGE, A SUBDIVISION OF RECORD IN CABINET 12, SLIDE 72 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO MINERVA, LTD. BY SUBSTITUTE TRUSTEE'S DEED DATED AUGUST 28, 2001 AND RECORDED IN VOLUME 1838, PAGE 397 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.051 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a TXDOT Type II monument set in the east right-of-way line of Interstate Highway 35 (IH 35), same being the west line of said Lot 8, also being 90.07 feet left of Farm to Market (F.M.) 150 centerline station 54+95.62, from which a 1/2" rebar with "RPLS #4385" plastic cap found, for the northwest corner of said Lot 8, being an angle point in a south line of Lot 10, Block A, said Center Street Village subdivision, bears N01°20'11"E, a distance of 92.96 feet, for a POINT OF REFERENCE;

1. THENCE, S38°21'13"E, with the proposed north right-of-way line of F.M. 150, over and across said Lot 8, a distance of 47.11 feet to a TXDOT Type II monument set for an angle point, being 60.00 feet left of F.M. 150 centerline station 55+27.55;
2. THENCE, continuing with the proposed north right-of-way line of F.M. 150 over and across said Lot 8, with a curve to the right, non-tangent to the previous course, having a radius 610.00 feet and a central angle of 12°04'15" (chord bears S70°17'21" E, 128.28 feet) for an arc distance of 128.51 feet to a 1/2" rebar with TXDOT aluminum cap set on the south line of said Lot 8, being a north line of said Lot 10, being 60.00 feet left of F.M. 150 centerline station 56+43.43, from which a 1/2" rebar with "MEENACH" plastic cap found for the southeast corner of

Item # 19

EXHIBIT "A"

said Lot 8, being an angle point in a north line of said Lot 10, bears S79°39'33"E, a distance of 100.12 feet, for a POINT OF REFERENCE;

3. THENCE, N79°39'33"W, with the south line of said Lot 8, being a north line of said Lot 10, a distance of 123.68 feet to a 1/2" rebar with "MEENACH" plastic cap found for an angle point;
4. THENCE, N39°10'38"W, continuing with the south line of said Lot 8, being a north line said Lot 10, a distance of 45.67 feet to a calculated point in the east right-of-way line of IH 35, being the common west corner of said Lots 8 and 10, from which a 1/2" rebar with "Doucet" plastic cap found for the southwest corner of said Lot 10, being the northwest corner of Lot 6, Replat of Lots 4, 5, 6, 7 and 8, Kyle 150/I-35 Subdivision, a subdivision of record in Cabinet 12, Slide 163 of the Plat Records of Hays County, Texas, bears S01°20'11"W, a distance of 50.24 feet, for a POINT OF REFERENCE;
5. THENCE, N01°20'11"E with the east right-of-way line of IH 35, being the west line of said Lot 8, a distance of 22.61 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.051 acre (2,241 square feet) of land area more or less.

Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.

This property description is accompanied by a separate plat.

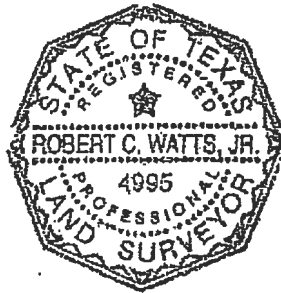
EXHIBIT "A"

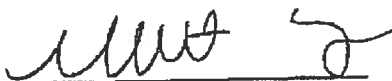
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Robert C. Watts, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th
day of OCTOBER, 2011.

Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744




Robert C. Watts, Jr.
Registered Professional
Land Surveyor
No. 4995 – State of Texas

Item # 19

ADDENDUM TO HUD-1

913306

Date: July 18, 2012

: RM 150, ,

refully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate of all receipts and disbursements made on my account or by me in this transaction.

pany has deposited the earnest money that it has received in a demand deposit account that is federally insured to the extent permitted by law. Demand deposit accounts are non-interest bearing pursuant to federal law, but offer immediately funds for withdrawal after a check has cleared.

pany may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of nds in demand accounts and other relationships with the financial institution, Title Company is eligible to participate in a offered by the financial institution whereby the Title Company may (i) receive favorable loan terms and earn income from the t of loan proceeds and (ii) receive other benefits offered by the financial institution.

's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

s have read and understood the above sentences, and recognize that the above relations herein are material and important. s agree to these statements, and recognize Title Company is relying on these recitations in closing this transaction.

nd acknowledge that I have received a copy of this HUD-1 Settlement Statement and have read and understood the disclosure ve.

County of Hays

LTD

By: _____
Name:
Title:

By: _____
Name:
Title:

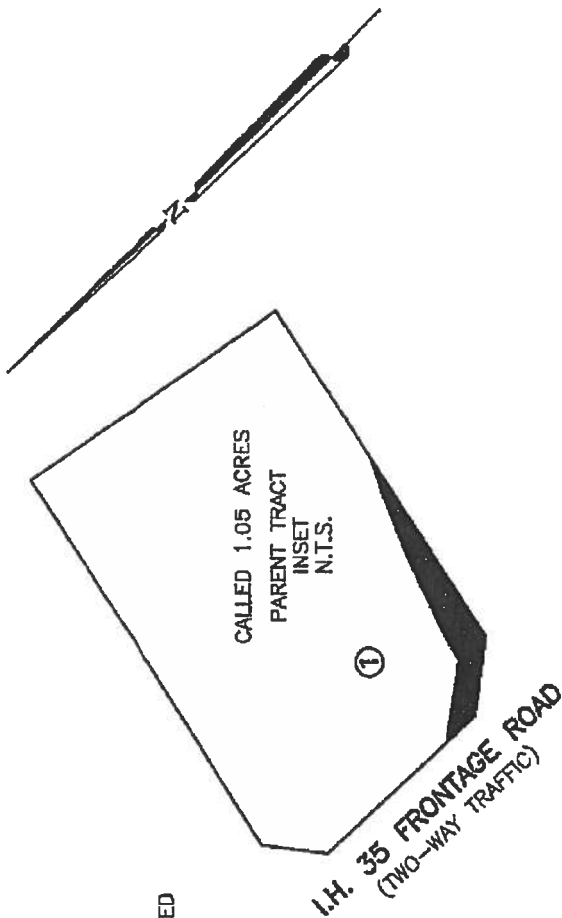
he HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or the funds to be disbursed in accordance with this statement.

Item # 19

EXHIBIT

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ▣ TXDOT TYPE II MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" REBAR FOUND UNLESS NOTED
- CONTROL POINT, DETAILS NOTED
- CALCULATED POINT
- ▲ MAG NAIL FOUND UNLESS NOTED
- ▲ PROPERTY LINE
- ⊕ CENTER LINE
- ⊕ RECORD INFORMATION
- ⊕ PARCEL NUMBER FOR R.O.W. ACQUISITION
- ⊕ POINT OF BEGINNING
- ⊕ POINT OF REFERENCE
- ⊕ POINT OF COMMENCEMENT
- ⊕ POINT OF CURVATURE
- ⊕ POINT OF TANGENCY
- ⊕ PUBLIC UTILITY EASEMENT
- ⊕ OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- ⊕ OFFICIAL RECORDS HAYS COUNTY, TEXAS
- ⊕ PLAT RECORDS HAYS COUNTY, TEXAS
- ⊕ DEED RECORDS HAYS COUNTY, TEXAS
- ⊕ REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- ⊕ STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE
- ⊕ PCAP
- ⊕ O.P.R.H.C.Tx.
- ⊕ O.R.H.C.Tx.
- ⊕ P.R.H.C.Tx.
- ⊕ D.R.H.C.Tx.
- ⊕ R.P.R.H.C.Tx.



CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	12°04'15"	610.00'	64.50'	128.51'	128.28'	S70°17'21"E

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
 SURVEYING AND MAPPING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424

PAGE 5 OF 5

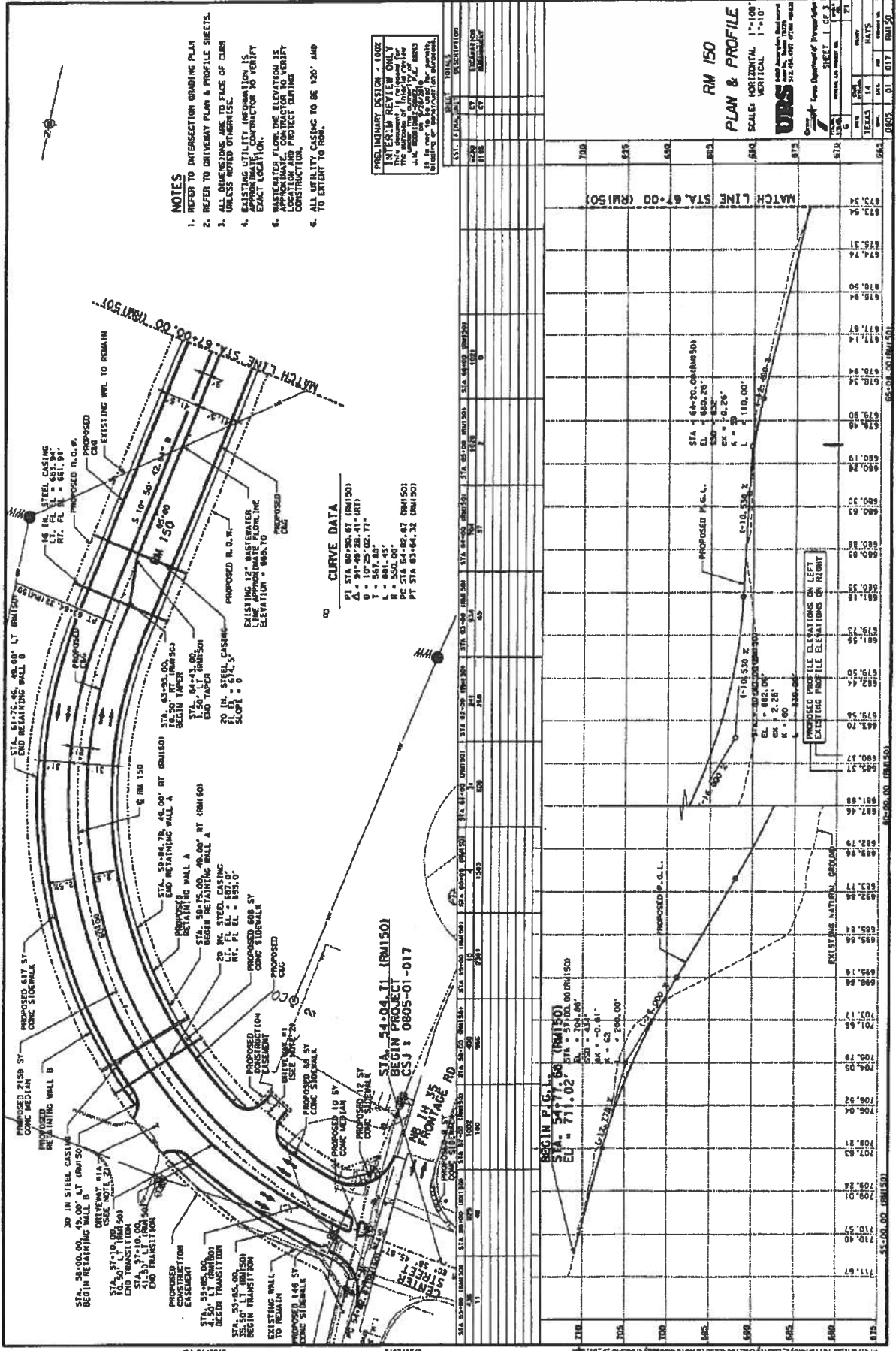
LINE TABLE			
No.	BEARING	LENGTH	RECORD CALL
L1	S38°21'13"E	47.11'	
L2	N39°10'38"W	45.67'	(N39°10'07"W 45.64')
L3	N01°20'11"E	22.61'	
L4	S01°20'11"W	50.24'	

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (93) HARN SOUTH CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT MAY AFFECT THE ADJOINING TRACTS.

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 1	COUNTY HAYS
REV. NO. 1	R.O.W. CSJ NO. 0805-01-01B CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 0.051 ACRE		

Item # 19



Comm 1



Invoice

August 14, 2012

Hays County Auditors Office
ATTN: Vickie Wilhelm
712 South Stagecouch Trl,
Ste. 1071
San Marcos, TX 78666

RE: Invoice for Appraisal of:

Address of Property:	SWL of FM 150, just east of IH-35, Kyle, Hays County, Texas	District:	Austin
Property Owner:	MNT & S Development, Ltd.	ROW CSJ:	0805-01-018
Address of Property Owner:	2630 Exposition Blvd., Suite G-05, Austin, TX 78703	Parcel:	5, 5E
Occupant's Name:	N/A	Federal Project No:	N/A
Whole:	<input type="checkbox"/>	Partial:	<input checked="" type="checkbox"/> Acquisition
		Highway:	FM 150
		County:	Hays

Fee: \$1,200

ATRIUM REAL ESTATE SERVICES TAX ID # 74-2615101

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you and Lockwood, Andrews and Newnam, Inc.. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES

Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

INVOICE #: CON-12-09-01.LAN/KAD

Project # RDS35150-ROW-WAØ

Contract # _____

G/L Acct # 023-801-96633.5632400

Item # 19

Comm 1



Invoice

November 26, 2012

Hays County Auditors Office
ATTN: Vickie Wilhelm
712 South Stagecoach Trl,
Ste. 1071
San Marcos, TX 78666

RE: Invoice for Appraisal of:

Address of Property:	EL of IH-35, north of FM 150, Kyle, Hays County, Texas	District:	Austin
Property Owner:	Center Street Village, LP	ROW CSJ:	0805-01-018
Address of Property Owner:	P.O. Box 29507, Austin, TX 78755	Parcel:	2
Occupant's Name:	N/A	Federal Project No:	N/A
Whole:	<input type="checkbox"/>	Partial:	<input checked="" type="checkbox"/> Acquisition
		Highway:	FM 150
		County:	Hays

Fee: \$1,500

ATRIUM REAL ESTATE SERVICES TAX ID # 74-2615101

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you and Duvall Gruning & Dietz, PLLC. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES

Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

Project # RDS35150 - ROW - w/af

Contract # _____

G/L Acct # 023-801-91-633.5732-400

INVOICE #: CON-12-09-02.LAN/SMG

Item # 19



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

MEMORANDUM

TO: Vickie Wilhelm
Auditor's Office
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: December 4, 2012

PROJECT: RM 150 Road Improvements
Parcel 5
MNT & S Development, Ltd.
Hays County Precinct 1

Item # 19

RE: SETTLEMENT STATEMENT AND CHECK REQUEST FOR CLOSING

The acquisition of the above referenced parcel is near completion. Attached you will find a copy of the executed purchase agreement and the settlement statement which summarizes the charges by Gracy Title Company to close this transaction. Please have the County Judge sign where indicated on the settlement statement and addenda.

Also, please provide a check as follows:

Contract Sale Price (Parcel 5):	\$120,000.00
Closing Costs:	\$1,384.00
TOTAL:	\$121,384.00


Payable to: Gracy Title Company
G.F. 913315
155 Cimarron Park Loop, Suite C
Buda, TX 78610

Sincerely,

Lori Bible

Lori Bible, SR/WA
Right-of-Way Services
Lockwood, Andrews & Newnam, Inc

Enclosures: Settlement Statement, Purchase Agreement

 <p>A. U.S. Department of Housing and Urban Development</p> <p>Settlement Statement</p>	B. Type of Loan		
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
	6. File Number 913316	7. Loan Number	
	8. Mortgage Ins. Case No.		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals. POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

D. Name of Borrower: County of Hays

E. Name of Seller: MNT&S Development Ltd, 2630 Exposition Blvd, Austin, TX 78703

F. Name of Lender:

G. Property Location:
E IH 35/FM 150, Kyle, TX

H. Settlement Agent: Gracy Title, a Stewart company(512) 312-2611
Place of Settlement: 155 Cimarron Park Loop, Suite C, Buda, TX 78610

I. Settlement Date: 12/12/2012 **Proration Date:** 12/12/2009

Summary of Borrower's Transaction		Summary of Seller's Transaction	
100. Gross amount due from borrower		400. Gross amount due to seller	
101. Contract sales price	120,000.00	401. Contract sales price	120,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,384.00	403.	
104.		404.	
105.		405.	
Adjustments for netting of debits and credits		Adjustments for netting of debits and credits	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110. HOA Dues		410. HOA Dues	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower:	121,384.00	420. Gross Amount Due to Seller	120,000.00
Amounts to be paid by borrower		Amounts to be paid by seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,789.80
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Short Payoff - Lien Release	
207. Option Money		507. Option Money	
208. Seller Contribution To Buyer's Closing Costs		508. Seller Contribution To Buyer's Closing Costs	
209. Seller Credit for Owner's Title Policy		509. Seller Credit for Owner's Title Policy	
Adjustments to netting of debits and credits		Adjustments to netting of debits and credits	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214. HOA Dues		514. HOA Dues	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	0.00	520. Total Reduction Amount Due Seller:	4,789.80
Amounts to be paid by seller		Amounts to be paid by borrower	
301. Gross amount due from borrower (line 120)	121,384.00	601. Gross amount due to seller (line 420)	120,000.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller (line 520)	4,789.80
303. CASH (X) FROM () TO BORROWER	121,384.00	603. CASH () FROM (X) TO SELLER	115,230.40

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 409 and 404), 408, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 8282 and/or Schedule D (Form 1040).

You are required by law to provide Gracy Title, a Stewart company(512) 312-2611 with your correct taxpayer identification number. If you do not provide Gracy Title, a Stewart company(512) 312-2611 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

MNT&S Development Ltd
The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Item # 19

Settlement Charges		File Number 813315	
700. Total Real Estate Broker Fees		Paid From	Paid From
Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$	Funds at	Funds at
702.	\$	Settlement	Settlement
703.	Commission paid at settlement	0.00	
704.			
705.			
706.	THE FOLLOWING PERSONS, FIRMS OR CORPORATIONS RECEIVED A PORTION		
707.	OF THE REAL ESTATE COMMISSION SHOWN ABOVE:		
708.			
709.	(n/a)		
800. Origination Charges			
801.	Our origination charge (from GFE#1)		
802.	Your credit or charge (points) for specific interest rate chosen (from GFE#2)		
803.	Your adjusted origination charges (from GFE#A)	0.00	
804.	Appraisal fee (from GFE#3)		
805.	Credit report (from GFE#3)		
806.	Tax service (from GFE#3)		
807.	Flood certification (from GFE#3)		
808.			
809.	Document Preparation to * \$		
810.			
811.			
812.			
900. Prepaid Interest and Escrow Charges			
901.	Daily interest charges (from GFE#10)		
902.	Mortgage insurance premium (from GFE#3)		
903.	Homeowner's insurance (from GFE#11)		
904.	Flood Insurance Premium for		
905.			
1000. Real Estate Property Charges			
1001.	Initial deposit for your escrow account (from GFE#9)	0.00	
1002.	Homeowner's insurance		
1003.	Mortgage insurance		
1004.	City property taxes		
1005.	County property taxes		
1006.	Annual Assessments (maint.)		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100. Title Charges			
1101.	Title services and lender's title insurance (from GFE#4)	362.00	
1102.	Settlement or closing fee to Gracy Title, a : \$300.00		
1103.	Owner's title insurance to Gracy Title, a Stewart comp: (from GFE#5)	852.00	
1104.	Lender's title insurance		
1105.	Lender's title policy limit		
1106.	Owner's title policy limit \$120,000.00		
1107.	Agent's portion of the total title insurance premium \$807.50		
1108.	Underwriter's portion of the total title insurance premium \$142.50		
1109.	Agent Name: Gracy Title, a Stewart company		
1110.	Underwriter Name: Stewart Title Guaranty Company		
1111.	Policy Guaranty Fee - Owner Policy to Guaranty Fee \$2.00		
1112.	Policy Guaranty Fee - Loan Policy		
1113.	Tax Certificate to Tejas Tax Dab \$48.00		
1114.	Overnight/Courier/Messenger Fee		
1115.	Miscellaneous Charges		
1116.	Document Preparation		
1117.	E-Recording Fees to Gracy Title, a : \$4.00		
1200. Government Recording Charges			
1201.	Government recording charges (from GFE#7)	80.00	
1202.	Deed/Mortgage/Release Deed \$80.00		
1203.	Transfer taxes (from GFE#8)	0.00	
1204.	City/County tax/stamps		
1205.	State tax/stamps		
1206.	Additional Recording Fees		
1300. Additional Settlement Charges			
1301.	Required services that you can shop for (from GFE#6)	0.00	
1302.	Survey (n/a)		
1303.	Home Warranty (n/a)		
1304.	HOA Transfer/Resale Fee (n/a)		
1305.	HOA Dues (n/a)		
1306.	Reimbursement of Resale Certificate (n/a)		
1307.	Taxes R108974 to Hays County Tax Assessor		4,769.60
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	1,384.00	4,769.60

HAYS COUNTY PURCHASE CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

That MNT&S DEVELOPMENT LTD (called "Owner", whether one or more), for good and valuable consideration, the receipt of which is acknowledged, agrees to grant, and the County of Hays ("County"), agrees to purchase one tract of land containing 0.290 (12,651 square feet) of an acre for county road right of way in fee simple and easement containing a 0.125 of an acre (5,448 square feet) for drainage purposes, as more particularly described below, upon the terms and conditions stated herein:

All that parcel of land, situated in Hays County, Texas, described in EXHIBITS "A" and "B" incorporated for all purposes ("Property"), except for the oil, gas and sulphur in and under the land. Owner waives all right of ingress and egress to the subject property for the purpose of exploring, developing, mining or drilling but reserves the right to explore, develop, mine, or drill for the above oil, gas, and sulphur in and under the land by directional or diagonal operations or other means from Owner's adjoining property that do not unreasonably interfere with the County's use, possession, and ownership of the Property. In addition to the fee simple acquisition in Exhibit A, County is purchasing an easement for drainage purposes over and across the 0.125 acre tract described in Exhibit B. The easement shall include all uses relating to the drainage of water from the road and includes but is not limited to the construction, maintenance, repair, inspection, servicing of the drainage swales and all rights of ingress and egress thereof.

TOTAL PRICE: County and Owner agree that the value for the property rights is \$120,000.00, plus the construction of the two 40 foot driveways as discussed below.

Owner agrees to dedicate the property interests described herein in consideration of County paying Owner 100% of the purchase price if they own 100% of the interest in the Property being acquired. The purchase price will be proportionately reduced by the interest not owned by Owner, if any.

County, at its sole cost and expense, shall have the right to obtain a Commitment to Issue an Owner Policy of Title Insurance issued by Independence Title Company and a survey of the property. If the Title Commitment or Survey contains matters that are objectionable to County, County will notify Owner of all such matters within 7 days of the receipt of the objectionable information, and Owner shall have the right, but not the obligation, for 15 days to cure such objections. If Owner fails to cure the objections, County shall have the right to either waive the defects and proceed to closing or terminate this agreement and proceed with other methods of obtaining title to the desired property interests.

Item # 19

Owner agrees to convey to the County a duly executed and acknowledged Special Warranty Deed and Drainage Easement conveying good and indefeasible fee simple title as to the property described in Exhibit A and a drainage easement as to the property described in Exhibit B at closing.

It is a condition precedent to Buyer's obligation to close under this contract that all Lienholders execute and deliver a partial release of lien covering the Property. If lienholders require independent consideration for the release, the amount thereof shall be deducted from the cash consideration being paid to Owner at the closing.

The County agrees to prepare the Deed at no expense to the Owner and to pay the costs of title insurance and all other closing costs except the cost to retire monetary liens affecting title and ad valorem taxes before the period beginning December 1, 2012 or the closing date, whichever occurs first.

Upon delivery of the properly executed Deed and Drainage Easement, the County will pay Owner 100% of the purchase price if they own 100% of the interest in the Property being acquired. The purchase price will be proportionately reduced by the interest not owned by Owner. The final percentage of Ownership may not be known until after review and receipt of the Title Policy.

This contract is not valid until it has been approved by the County at a meeting conducted in accordance with the Texas Open Meetings Act.

Owner and the County agree that the Deed and Drainage Easement are being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code. The parties further acknowledge that this is a sale and conveyance in lieu of condemnation proceedings.

The closing shall occur on or before December ¹²_v, 2012 at Gracy Title Company.

If Owner fails or refuses to consummate the sale of the Property pursuant to this agreement or fails to perform any of its other obligations hereunder for any reason other than termination of this agreement by Owner pursuant to a right to do so, then County shall have the right to either terminate this agreement, or enforce this agreement by the remedy of specific performance and maintain an action for any damages suffered as a result of the Owner's breach, or to proceed with eminent domain proceedings. In the event this agreement is terminated, neither party shall have any further rights or benefits hereunder except those mentioned above that are to survive the termination of this agreement.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in that state, and all obligations of the parties created under this Agreement are performable in Hays County, Texas.

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided within the Agreement.

In case any one or more of the provisions contained in this Agreement 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 the Agreement, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of it.

This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the acquisition of the Property, except that, as part of the consideration for the acquisition of the property rights to be conveyed, the County has agreed to construct two driveways 40 feet wide, each with a slope not to exceed 8%, onto and off of the property in the locations generally as shown on the attached Exhibit C. Owner hereby grants the County the temporary right to enter onto Owner's remaining property not being taken as is reasonably necessary in order to grade the driveways back onto that remaining property so to provide for the slope of the driveways not to exceed that 8%.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

This Agreement and all other copies of this Agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Unless otherwise provided within this Agreement, any notice, tender, or delivery to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of the date of mailing.

This Agreement may not be changed, terminated, or modified orally or in any manner other than by an agreement in writing signed by all of the parties to this Agreement.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

BUYER: HAYS COUNTY

Date: 11/29/12

By: *Bert Cobb*
Bert Cobb, M.D., County Judge

Item # 19

SELLER: MNT&S DEVELOPMENT LTD

Date: 11-20-12

By: 
Mark Shields, General Partner

Item # 19

EXHIBIT A

County: Hays
Parcel No.: 5
Highway: F.M. 150
Limits: From IH 35 north bound frontage road
to 2300' east of IH 35
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 5

DESCRIPTION OF 0.290 ACRE (12,651 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF THAT 5.125 ACRE TRACT, CONVEYED TO MNT & S DEVELOPMENT, LTD., BY GENERAL WARRANTY DEED DATED DECEMBER 15, 2008 AND RECORDED IN VOLUME 3555, PAGE 547 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.290 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" rebar with TXDOT aluminum cap set in the southeast line of said 5.125 acres, being the northwest line of a of a 1.10 acre tract conveyed to Public for Animal Welfare, Inc., by Special Warranty Deed dated December 18, 1990, described in Volume 856, Page 106 of the Official Public Records of Hays County, Texas and also being 60.00 feet right of Farm to Market (F.M.) 150 centerline station 81+83.37, from which a 1/2" rebar with "RPLS #4341" aluminum cap found, for the south corner of said 5.125 acres, being the east corner of a 7.027 acre tract of land conveyed to Tippett Family Partnership by Warranty Deed, dated August 23, 2004 and described in Volume 2530, Page 318 of the Official Public Records of Hays County, Texas, being in the northwest line of said 1.10 acres, bears S43°03'25"W, passing at a distance of 5.24 feet a 1/2" rebar with "RPLS # 4341" plastic cap found in the southeast line of said 5.125 acres, being in the northwest line of said 1.10 acres and continuing for a total distance of 284.07 feet, for a POINT OF REFERENCE;

1. THENCE N46°50'58"W, with the proposed southwest right-of-way line of F.M. 150, over and across said 5.125 acre tract, a distance of 166.07 feet to a TXDOT Type II monument set, 60.00 feet right of F.M. 150 centerline station 80+17.30;
2. THENCE, continuing with the proposed southwest right-of-way line of F.M. 150, over and across said 5.125 acre tract, S43°09'02"W, a distance of 20.00 feet to a

Item # 19

EXHIBIT A

Type II TXDOT monument set, 80.00 feet right of F.M. 150 centerline station 80+17.30;

3. THENCE, continuing with the proposed southwest right-of-way line of F.M. 150, over and across said 5.125 acres, N46°50'58"W, a distance of 84.57 feet to a Type II TXDOT monument set 80.00 feet right of F.M. 150 centerline station 79+32.73, for a point of curvature ;
4. THENCE continuing with the proposed southwest right-of-way line of F.M. 150, over and across said 5.125 acre tract, with a curve to the right, tangent to the previous course, having a radius of 630.00 feet and a central angle of 20°33'07" (chord bears N36°34'24"W, 224.77 feet) for an arc distance of 225.98 feet to a Type II TXDOT monument set in the southwest right-of-way line of Farm to Market 150, being the northeast line of said 5.125 acre tract, being 80.00 feet right of F.M. 150 centerline station 77+35.44, from which a 2" pipe found, for the north corner of said 5.125 acres, being the east corner of Lot 1, Warren Subdivision, a subdivision of record in Cabinet 7, Slide 12 of the Plat Records of Hays County, Texas, bears N46°50'07"W, a distance of 367.99 feet, for a POINT OF REFERENCE;
5. THENCE S46°50'07"E, with the southwest right-of-way line of F.M. 150, being the northeast line of said 5.125 acre tract, a distance of 471.77 feet to a calculated point for the east corner said 5.125 acre tract, being the north corner of said 1.10 acres, from which a 1/2" rebar found bears North 45°50'29" West, a distance of 0.73 feet;
6. THENCE S43°03'25"W, with the southeast line of said 5.125 acre tract, being the northwest line of said 1.10 acre tract, a distance of 19.98 feet to the POINT OF BEGINNING, containing 0.290 acres (12,651 square feet) of land area more or less.

Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.

This property description is accompanied by a separate plat.

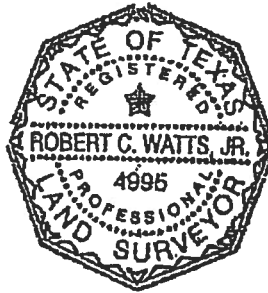
EXHIBIT A


STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Robert C. Watts, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of OCTOBER, 2011.

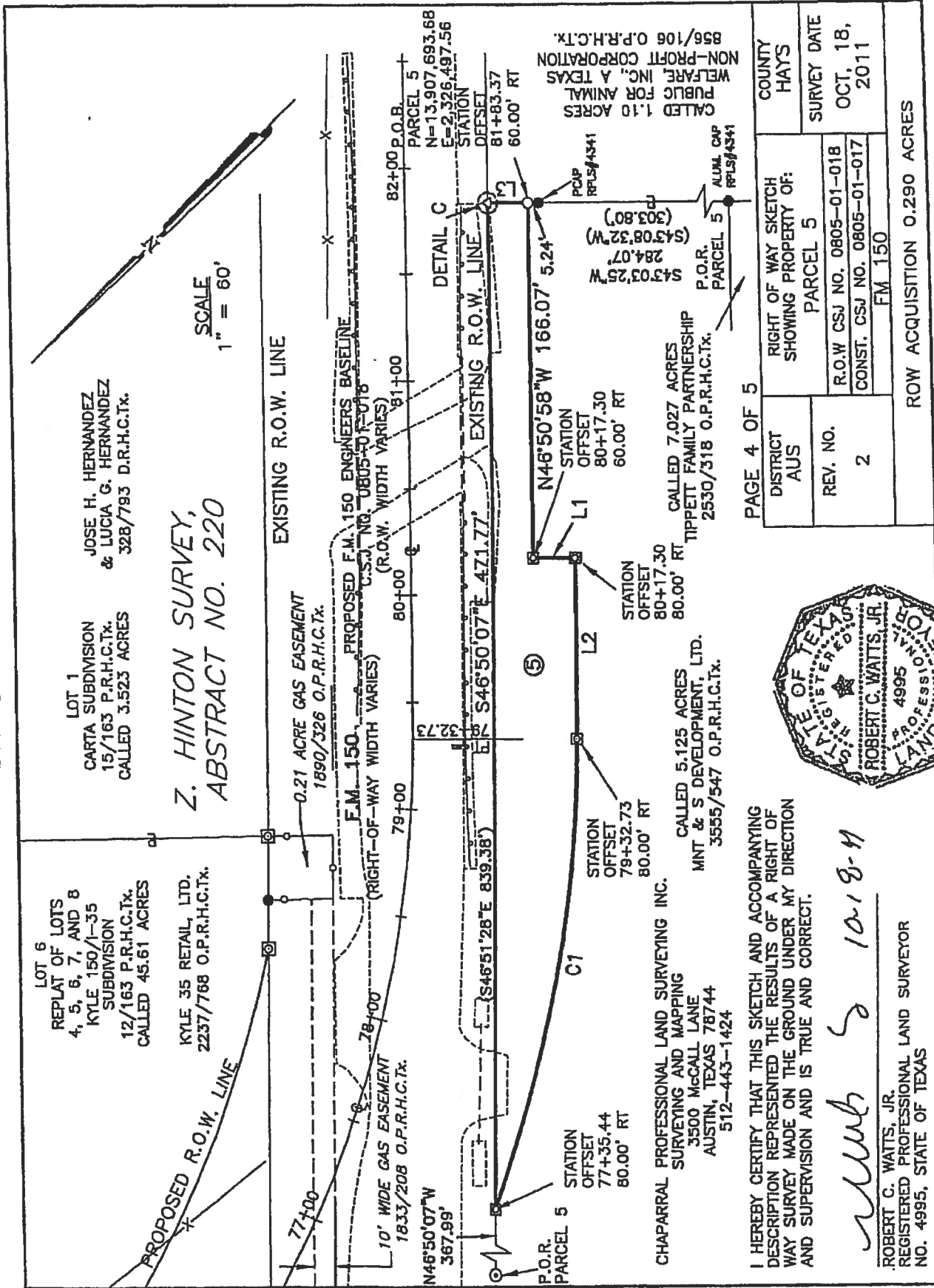
Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744




Robert C. Watts, Jr.
Registered Professional
Land Surveyor
No. 4995 – State of Texas

Item # 19

EXHIBIT _____



LOT 1
 CARLA SUBDIVISION
 15/163 P.R.H.C.Tx.
 CALLED 3.523 ACRES

LOT 6
 REPEAT OF LOTS
 4, 5, 6, 7, AND 8
 KYLE 150/1-35
 SUBDIVISION
 12/163 P.R.H.C.Tx.
 CALLED 45.61 ACRES

Z. HINTON SURVEY,
 ABSTRACT NO. 220

SCALE
 1" = 60'

EXISTING R.O.W. LINE

0.21 ACRE GAS EASEMENT
 1890/326 O.P.R.H.C.Tx.

PROPOSED F.M. 150 ENGINEERS BASELINE
 C.S.J. NO. 0805-01-018
 (R.O.W. WIDTH VARIES)

F.M. 150
 (RIGHT-OF-WAY WIDTH VARIES)

10' WIDE GAS EASEMENT
 1833/208 O.P.R.H.C.Tx.

N46°50'07"W
 367.99'

79+00

80+00

81+00

82+00 P.O.B.

PARCEL 5

N=13,907.693.68
 E=2,326,497.56

S46°51'28"E 839.38'

EXISTING R.O.W. LINE

DETAIL C

STATION DEESET

81+83.37

60.00' RT

⑤

L1

STATION OFFSET
 80+17.30
 60.00' RT

N46°50'58"W 166.07'

5.24'

POP RP15/4341

ALUM CAP RP15/4341

PARCEL 5

CALLLED 1.10 ACRES
 PUBLIC FOR ANIMAL
 WELFARE, INC., A TEXAS
 NON-PROFIT CORPORATION
 856/106 O.P.R.H.C.Tx.

S43°03'25"W
 284.07'
 (S43°08'32"W
 303.80')

CALLLED 7.027 ACRES
 TIPPETT FAMILY PARTNERSHIP
 2530/318 O.P.R.H.C.Tx.

STATION OFFSET
 80+17.30
 80.00' RT

STATION OFFSET
 79+32.73
 80.00' RT

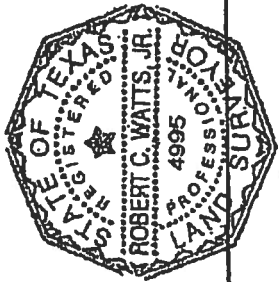
CALLLED 5.125 ACRES
 MNT & S DEVELOPMENT, LTD.
 3555/547 O.P.R.H.C.Tx.

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
 SURVEYING AND MAPPING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424

STATION OFFSET
 77+35.44
 80.00' RT

I HEREBY CERTIFY THAT THIS SKETCH AND ACCOMPANYING
 DESCRIPTION REPRESENTED THE RESULTS OF A RIGHT OF
 WAY SURVEY MADE ON THE GROUND UNDER MY DIRECTION
 AND SUPERVISION AND IS TRUE AND CORRECT.

Robert C. Watts, Jr.
 10-18-11

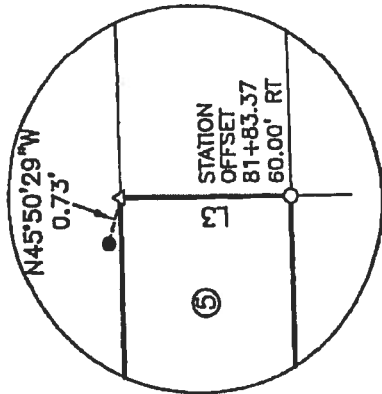
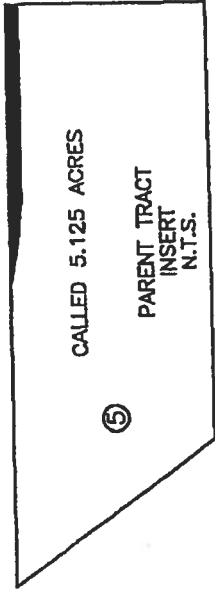


PAGE 4 OF 5		COUNTY HAYS	
DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 5		SURVEY DATE OCT, 18, 2011
REV. NO. 2	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150		
ROW ACQUISITION 0.290 ACRES			

Item # 19

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ▣ TXDOT TYPE II MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- ◉ 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" REBAR FOUND UNLESS NOTED
- ⊙ CONTROL POINT, DETAILS NOTED
- ⊕ CALCULATED POINT
- ▲ MAG NAIL FOUND UNLESS NOTED
- △ PROPERTY LINE
- ⊖ CENTER LINE
- () RECORD INFORMATION
- (123) PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.Tx. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- O.R.H.C.Tx. OFFICIAL RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.Tx. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.Tx. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.Tx. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- PCAP STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE



CHAPARRAL SURVEYING AND MAPPING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424

PAGE 5 OF 5

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 5	COUNTY HAYS
REV. NO. 2	R.O.W CSJ NO. 0805-01-01B CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 0.290 ACRES		

LINE TABLE		CURVE TABLE	
No.	BEARING	LENGTH	
L1	S43°09'02"W	20.00'	
L2	N46°50'58"W	84.57'	
L3	S43°03'25"W	19.98'	

CURVE TABLE			
NO.	DELTA	RADIUS	CHORD
C1	20°33'07"	630.00'	224.77'
		TAN ARC	225.98'
			224.77'
			N36°34'24"W

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (93) HARN SOUTH CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT MAY AFFECT THE ADJOINING TRACTS.

EXHIBIT B

County: Hays
Parcel No.: 5(E)
Highway: F.M. 150
Limits: From IH 35 to 0.2 miles west of Old Post Road
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 5(E)

DESCRIPTION OF A 0.125 ACRE (5,448 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF THAT 5.125 ACRE TRACT, CONVEYED TO MNT & S DEVELOPMENT, LTD., BY GENERAL WARRANTY DEED DATED DECEMBER 15, 2008 AND RECORDED IN VOLUME 3555, PAGE 547 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.125 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" rebar with TXDOT aluminum cap set in the proposed southwest right-of-way line of Farm to Market (FM) 150 (right-of-way width), being in the southeast line of said 5.125 acre tract, also being in the northwest line of a 1.10 acre tract conveyed to Public for Animal Welfare, Inc., by Special Warranty Deed dated December 18, 1990, described in Volume 856, Page 106 of the Official Public Records of Hays County, Texas and also being 60.00 feet right of F.M. 150 centerline station 81+83.37;

1. THENCE, S43°03'25"W, with the southeast line of said 5.125 acre tract, being the northwest line of said 1.10 acre tract, passing a 1/2" rebar with "RPLS #4341" aluminum cap found at 5.24 feet and continuing for a total distance of 14.88 feet to a 1/2" rebar with TXDOT aluminum cap set, 74.88 feet right of F.M. 150 centerline station 81+83.39, from which a 1/2" rebar with "RPLS #4341" aluminum cap found for the south corner of said 5.125 acre tract, being the east corner of a 7.027 acre tract conveyed to the Tippet Family Partnership by Warranty Deed, dated August 23, 2004 and described in Volume 2530, Page 318 of the Official Public Records of Hays County, Texas bears S43°03'25"W, a distance of 269.19 for a POINT OF REFERENCE;
2. THENCE, S86°05'52"W, over and across said 5.125 acre tract, a distance of 2.90 feet to a calculated point;

Item # 19

EXHIBIT B

3. THENCE, N80°45'36"W, continuing over and across said 5.125 acre tract, a distance of 21.61 feet to a calculated point;
4. THENCE, S81°13'18"W, continuing over and across said 5.125 acre tract, a distance of 48.89 feet to a 1/2" rebar with TXDOT aluminum cap set;
5. THENCE, N13°35'12"W, continuing over and across said 5.125 acre tract, a distance of 103.88 feet to a 1/2" rebar with TXDOT aluminum cap set;
6. THENCE, N26°55'45"W, continuing over and across said 5.125 acre tract, a distance of 31.03 feet to a Type II TXDOT monument set in the proposed southwest right-of-way line of F.M. 150, being 60.00 feet right of F.M. 150 centerline station 80+17.30;
7. THENCE, S46°50'58"E, continuing over and across said 5.00 acre tract, with the proposed southwest right-of-way line of F.M. 150, a distance of 166.07 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.125 acre (5,448 square feet) of land area, more or less.

EXHIBIT h

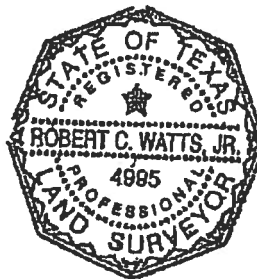
Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Robert C. Watts, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

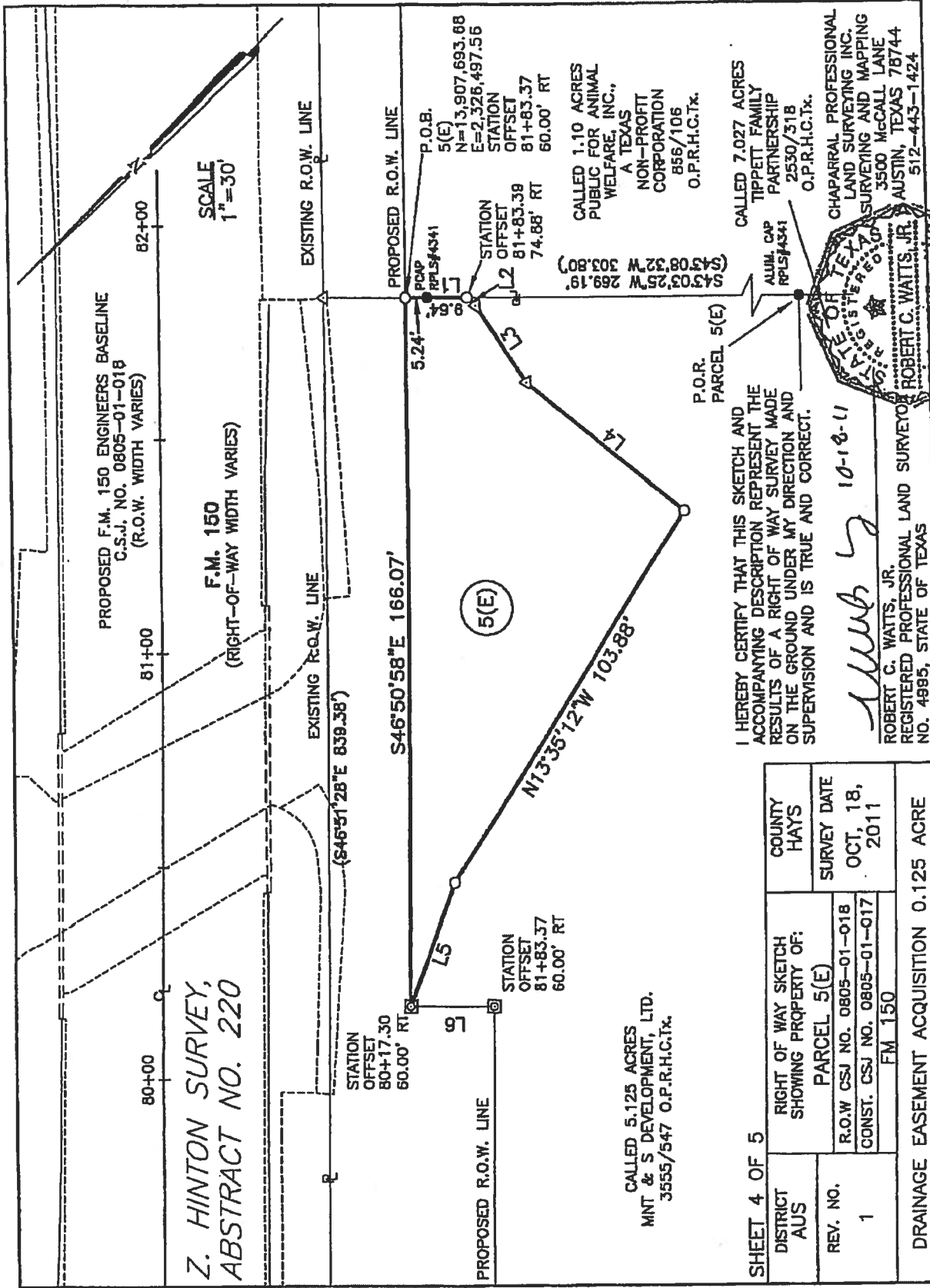
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th
day of OCTOBER, 2011.

Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744



Robert C. Watts, Jr.
Robert C. Watts, Jr.
Registered Professional
Land Surveyor
No. 4995 – State of Texas

Item # 19



PROPOSED F.M. 150 ENGINEERS BASELINE
C.S.J. NO. 0805-01-018
(R.O.W. WIDTH VARIES)

Z. HINTON SURVEY,
ABSTRACT NO. 220

SCALE
1"=30'

F.M. 150
(RIGHT-OF-WAY WIDTH VARIES)

EXISTING R.O.W. LINE

EXISTING R.O.W. LINE

PROPOSED R.O.W. LINE

PROPOSED R.O.W. LINE

PROPOSED R.O.W. LINE

(5(E))

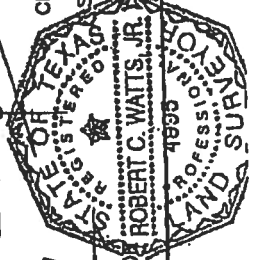
CALLED 5.125 ACRES
MNT & S DEVELOPMENT, LTD.
3555/547 O.P.R.H.C.Tx.

CALLLED 1.10 ACRES
PUBLIC FOR ANIMAL
WELFARE, INC.,
A TEXAS
NON-PROFIT
CORPORATION
856/106
O.P.R.H.C.Tx.

CALLLED 7.027 ACRES
TIPPETT FAMILY
PARTNERSHIP
2530/518
O.P.R.H.C.Tx.

I HEREBY CERTIFY THAT THIS SKETCH AND
ACCOMPANYING DESCRIPTION REPRESENT THE
RESULTS OF A RIGHT OF WAY SURVEY MADE
ON THE GROUND UNDER MY DIRECTION AND
SUPERVISION AND IS TRUE AND CORRECT.

CHAPARRAL PROFESSIONAL
LAND SURVEYING INC.
SURVEYING AND MAPPING
3500 McCALL LANE
AUSTIN, TEXAS 78744
512-443-1424



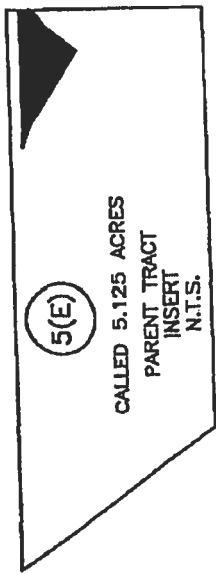
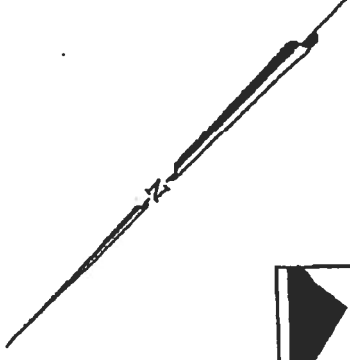
Robert C. Watts, Jr.
ROBERT C. WATTS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4995, STATE OF TEXAS

SHEET 4 OF 5

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF:		COUNTY HAYS
	PARCEL 5(E)		SURVEY DATE OCT, 18, 2011
REV. NO. 1	R.O.W CSJ NO. 0805-01-018		
	CONST. CSJ NO. 0805-01-017		
	FM 150		
DRAINAGE EASEMENT ACQUISITION 0.125 ACRE			

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- ◉ 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- ⊙ 1/2" REBAR FOUND UNLESS NOTED
- ⊕ CONTROL POINT, DETAILS NOTED
- ⊖ CALCULATED POINT
- ⊗ MAG NAIL FOUND UNLESS NOTED
- ⊘ PROPERTY LINE
- ⊙ CENTER LINE
- () RECORD INFORMATION
- (125) PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.Tx. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- O.R.H.C.Tx. OFFICIAL RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.Tx. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.Tx. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.Tx. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- PCAP STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE



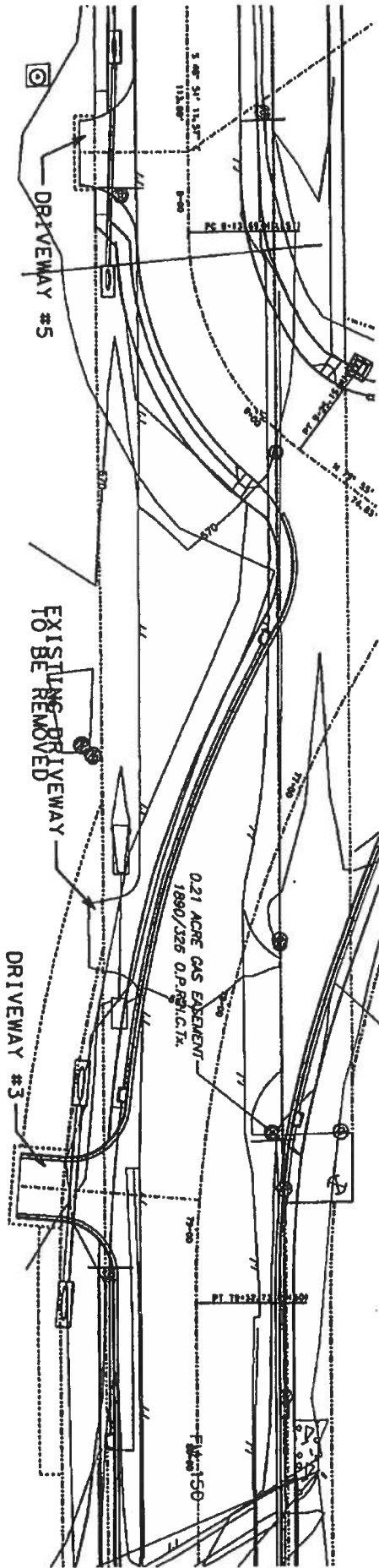
LINE TABLE	
No.	BEARING LENGTH
L1	S43°03'25"W 14.88'
L2	S86°05'52"W 2.90'
L3	N80°45'36"W 21.61'
L4	S81°13'18"W 48.89'
L5	N26°55'45"W 31.03'
L6	S43°03'25"W 19.98'

THIS PROJECT IS REFERENCED FOR BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH AMERICAN DATUM OF 1983 (NAD83) SOUTH CENTRAL ZONE (4204), 1983 ADJUSTMENT EPOCH (HARN), BASED UPON TEXAS DEPARTMENT OF TRANSPORTATION (TX.D.O.T.) MONUMENTS AS LISTED ON SHEET 2 HEREIN ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT AFFECT THE ADJOINING TRACTS.

SHEET 5 OF 5		COUNTY HAYS	
DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF:		SURVEY DATE
	PARCEL 5(E)		
REV. NO.	R.O.W. CSJ NO. 0805-01-01B		
1	CONST. CSJ NO. 0805-01-017		
	FM 150		
DRAINAGE EASEMENT ACQUISITION 0.125 ACRE			

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
 SURVEYING AND MAPPING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424



Item # 19

Exhibit 19

Comm 2



MEMORANDUM

TO: Vickie Wilhelm
Auditor's Office
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: May 23, 2011

PROJECT: RM 150 Road Improvements
Parcel 7
Public for Animal Welfare, Inc.
Hays County Precinct 1 & 2

Item # 19

RE: Settlement Statement and Check Request for Closing

The acquisition of the above referenced parcel is near completion. Attached you will find a copy of the executed purchase agreement and the settlement statement which summarizes the charges by Gracy Title Company to close this transaction. Please have the County Judge sign where indicated on the settlement statement and addenda.

Also, please provide a check as follows:

Contract Sale Price (Parcel 7):	\$17,473.00
Closing Costs:	<u>\$716.38</u>
TOTAL:	\$18,189.38

Payable to: Gracy Title Company
G.F. 313319
155 Cimarron Park Loop, Suite C
Buda, TX 78610

Sincerely,

Lori Bible, ROW Services
Lockwood, Andrews & Newnam, Inc
512-914-2201, cell

Project # RDS35150_ROW-WAØ

Contract # _____

G/L Acct # 023-802-96-633.5632-40

cc: Hon. Debbie Ingalsbe, Pct. 1 Commissioner; Hon. Mark Jones, Pct. 2

(LB)



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

MEMORANDUM

TO: Hon. Debbie Ingalsbe
County Commissioner
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: May 13, 2011

PROJECT: FM 150
Parcel 7/7E
Public for Animal Welfare, Inc.
Hays County Precinct 1

*Forward to:
Auditor
Attorney
Judge!*

RE: TRANSMITTAL OF AGREEMENT AND REQUEST FOR APPROVAL

Attached you will find the Purchase Agreement for this parcel. **The amount of the Agreement is at the appraised value.**

Parcel 7/7E	HCAD#	R14855
	Owner:	Public for Animal Welfare, Inc.
	Taking:	0.069 acres (2,999 sq. ft.) in fee; 0.002 (79 sq. ft.) easement
	Value:	\$17,473.00

Please review and if you approve, sign where indicated and kindly forward to the remainder of the County officials for their signatures.

Please then call me at 512.914.2201, and I shall retrieve the Agreement from your office.

Sincerely,

Lori Bible, ROW Services
Lockwood, Andrews & Newnam, Inc

Item # 19

RM 150 Purchase Agreement
Parcel 7
PAWS and Hays County

PURCHASE AGREEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This Agreement by and between the **COUNTY OF HAYS**, State of Texas, and hereinafter called the **County**, and the **PUBLIC FOR ANIMAL WELFARE, INC.**, A Texas non-profit corporation, hereinafter called **Owners**, whether one or more, shall be effective on the date of approval and execution by and on behalf of the County.

In view of the mutual covenants herein expressed and contained, the Owners agreeing to and do hereby agree to grant, bargain, sell and convey for the consideration and upon the terms herein stated to the County and the County agreeing to and does hereby agree to purchase for the consideration and upon the terms herein stated two tracts:

- A. A tract in fee simple being a 0.069 acre (2,999 sq. ft.) tract of land in the Z. Hinton Survey, Abstract No. 220, Hays County, Texas and being a part of that 1.10 acre tract, conveyed to Public for Animal Welfare, Inc., a Texas non-profit corporation, by Special Warranty Deed dated December 18, 1990 and recorded in Volume 856, Page 106 of the Official Public Records of Hays County, Texas.; situated in Hays County, Texas and which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes: and
- B. Drainage Easement Rights to a tract being a 0.002 acre (79 sq. ft.) tract of land in the Z. Hinton Survey, Abstract No. 220, Hays County, Texas and being a part of that 1.10 acre tract, conveyed to Public for Animal Welfare, Inc., a Texas non-profit corporation, by Special Warranty Deed dated December 18, 1990 and recorded in Volume 856, Page 106 of the Official Public Records of Hays County, Texas situated in Hays County, Texas which is more fully described in Exhibit "B" which is attached hereto and incorporated herein for any and all purposes.

Tracts "A" and "B" shall be collectively known as the "Property".

The **County** and the **Owners** do further agree as follows:

Total Price: SEVENTEEN THOUSAND FOUR HUNDRED AND SEVENTY THREE Dollars (\$17,473.00) to be paid by the County for full title to the property, which is described in the Exhibit "A" and easement rights to the property which is described in Exhibit "B", save and except the oil, gas and sulphur as provided in the hereinafter called for deed and easement agreement free of all liens, assessments and encumbrances.

Title Evidence: The County will acquire at its own expense a policy of title insurance issued by Gracy Title, agent for Stewart Title, called the County's Closing Agent, which policy on consum-

Item # 19

mation of this transaction guarantees title in the County. The County, without cost to Owners, will prepare the necessary instruments and will pay the cost of recording all instruments conveying title to the County.

Ownership, Warranty Deed and Easement: Owners agree to convey to the County full title to the said Property, which is described in the said Exhibit "A" and all appurtenances thereto for the consideration stated subject to the aforementioned exception. After approval of title by the County, Owners agree to deliver to the County's Closing Agent a general warranty deed, in the form and manner as shown on Exhibit "C", properly executed, conveying full title to such Property as herein provided. Contemporaneously, Owners also agree to deliver to the County's Closing Agent an Easement Agreement, in the form and manner as shown on Exhibit "D", properly executed, conveying full rights to such Property, which is described in the said Exhibit "B" as herein provided. In the event Owners are unable to convey full title or rights, subject to the aforementioned exception, to said Property or a title satisfactory to the County, then this agreement shall be null and void.

Special Conditions:

1. In advance of commencing construction, the County agrees to designate the boundaries of County right-of-way, which will facilitate the Owners' determination of a new location for signage.
2. The Parties agree that existing signage will remain in place until sixty (60) days prior to the date construction is commenced.
3. The Owners retain the right to remove portions of existing signage prior to demolition, even if acquisition of right-of-way has already occurred. The County agrees to give the Owners at least 15 (fifteen) business days' notice before performing site clearing, which will require demolition of existing signage. Any items remaining in the acquired right of way after the 15 days shall be considered as abandoned and removed at the County's sole discretion.
4. The County agrees to remove, at its own expense, any remnants of signage not removed by the Owners under Subsection 3, above, including the concrete columns.

Possession: Until payment is made, title and possession of the property to be conveyed to the County remain with the Owners. Owners shall bear all risk of loss to any and all of such Property. In the event the condition of the Property should change, for any reason, prior to the date of delivery of possession to the County, the County shall have the right to declare this agreement null and void.

Owner and County agree that any ad valorem taxes due shall be prorated to the date of closing and shall be collected from Owners at Closing by the County's Closing Agent.

Owner and the County agree that the Property described in Exhibits "A" and "B" are being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

THE FULL AGREEMENT OF THE COUNTY AND THE OWNERS IS SET FORTH IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

OWNERS

PUBLIC FOR ANIMAL WELFARE, INC.

By: *Susan H. Hardin* 5/12/2011
Name: Susan H. Hardin
Title: President

COUNTY OF HAYS

By:

Bert Cobb
Bert Cobb, MD, County Judge

5-17-2011
Date of Execution by County

ROUTING FOR APPROVAL ONLY

APPROVED:

Bill Herzog
Bill Herzog, County Auditor

APPROVED:

Debbie Ingalsbe
Debbie Ingalsbe, County Commissioner Pct. 1

APPROVED AS TO FORM

Mark Jones
Mark Jones, County Commissioner Pct. 2

Mark D. Kennedy
Mark D. Kennedy
A.D.A. - Chief- Civil Division
SBOT#24032498

Item # 19

EXHIBIT "A"

County: Hays
Parcel No.: 7
Highway: F.M. 150
Limits: From IH 35 to 0.2 miles west of Old Post Road
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 7

DESCRIPTION OF A 0.069 ACRE (2,999 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF THAT 1.10 ACRE TRACT, CONVEYED TO PUBLIC FOR ANIMAL WELFARE INC., A TEXAS NON-PROFIT CORPORATION, BY SPECIAL WARRANTY DEED DATED DECEMBER 18, 1990 AND RECORDED IN VOLUME 856, PAGE 106 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.069 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod with TXDOT aluminum cap set in the northwest line of said 1.10 acre tract, being the southeast line of a 5.125 acre tract conveyed to MNT & S Development, Ltd. by General Warranty Deed, dated December 16, 2008 and described in Volume 3555, Page 548 of the Official Public Records of Hays County, Texas and also being 60.00 feet right of Farm to Market (FM) 150 (right-of-way width varies) centerline station 81+83.37, from which a 1/2" iron rod with "RPLS #4341" aluminum cap found, bears S43°03'25"W, passing a 1/2" iron rod with "RPLS #4341" plastic cap found at a distance of 5.25 feet and continuing for a total distance of 300.12 feet, for a POINT OF REFERENCE;

1. THENCE, N43°02'25"E, with the northwest line of said 1.10 acre tract, being the southeast line of said 5.125 acre tract, a distance of 19.98 feet to a calculated point in the southwest right-of-way line of F.M. 150, being the north corner of said 1.10 acre tract and also being the east corner of said 5.125 acre tract;
2. THENCE, S46°50'07"E, with the existing southwest right-of-way line of F.M. 150, being the northeast line of said 1.10 acre tract, a distance of 150.16 feet to a calculated point for the east corner of said 1.10 acre tract, being the north corner of a 0.31 acre tract conveyed to the City of Kyle, by Warranty Deed dated September 29, 1987 and described in Volume 698, Page 676 of the Real Property Records of Hays County, Texas;

Item # 19

EXHIBIT "A"

- 3. THENCE, S42°40'56"W, with the southeast line of said 1.10 acre tract, being the northwest line of said 0.31 acre tract, passing at 0.31 feet a 1/2" iron rod with plastic cap found and continuing for a total distance of 19.94 feet to a 1/2" iron rod with TXDOT aluminum cap set 60.00 feet right of F.M. 150 centerline station 83+33.66, from which a 1/2" iron rod found bears S42°40'56"W, a distance of 5.51 feet, for a POINT OF REFERENCE;
- 4. THENCE, N46°50'58"W, with the proposed southwest right-of-way line of F.M. 150, over and across said 1.10 acre tract, a distance of 150.29 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.069 acre (2,999 square feet) of land area more or less.

Item # 19

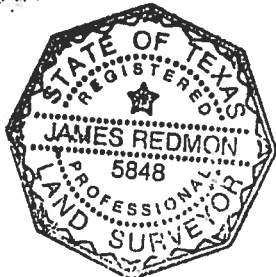
Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.


STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, James Redmon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10 day of March, 2010.

Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744




James Redmon
Registered Professional
Land Surveyor
No. 5848 - State of Texas

Ex. "A"

61 # U911

LOT 1
 CARTA SUBDIVISION
 15/163 P.R.H.C.Tx.
 CALLED 3.523 ACRES

JOSE H. HERNANDEZ
 & LUCIA G. HERNANDEZ
 328/793 D.R.H.C.Tx.

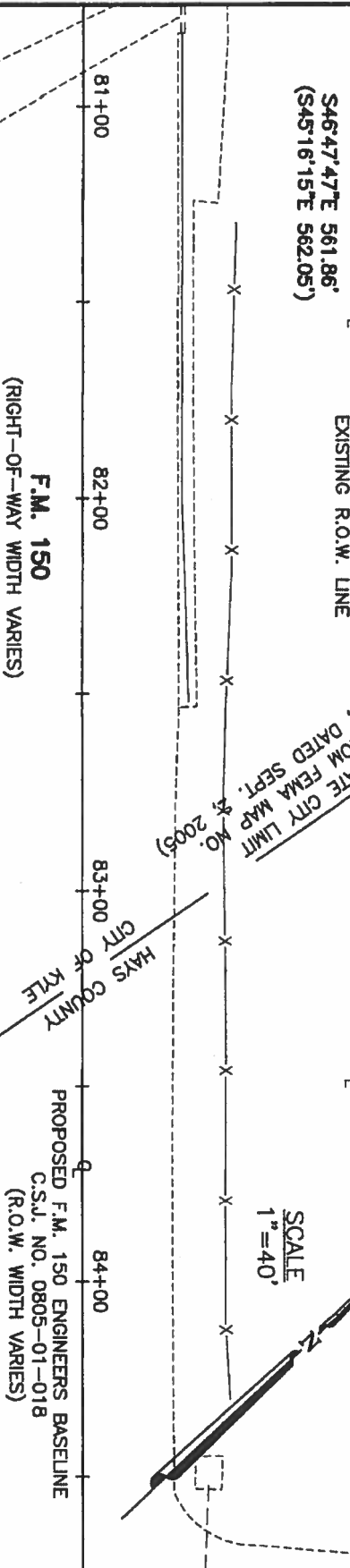
S46°47'47"E 561.86'
 (S45°16'15"E 562.05')

EXISTING R.O.W. LINE

Z. HINTON SURVEY,
 ABSTRACT NO. 220

APPROXIMATE CITY LIMIT
 (SCALED FROM FEMA MAP NO. 48209C0405F, DATED SEPT. 8, 2005)

SCALE
 1"=40'



EXISTING R.O.W. LINE

F.M. 150
 (RIGHT-OF-WAY WIDTH VARIES)

DETAIL C S46°50'07"E 150.16'
 (S44°50'E 150.0')

PROPOSED R.O.W. LINE

N46°50'58"W 150.29'

P.O.R. PARCEL 7

DETAIL D

EXISTING R.O.W. LINE
 CALLED 0.31 ACRES
 CITY OF KYLE
 698/676 R.P.R.H.C.Tx.

CALLED 5.125 ACRES
 MNT & S DEVELOPMENT, LTD.
 3555/548 O.P.R.H.C.Tx.

P.O.B. PARCEL 7
 N=13,907.6933.68
 E=2,326.497.56
 STATION
 OFFSET
 81+83.37
 60.00' RT

S43°03'25"W 300.12'
 (S44°43'W 295.0')

CALLED 1.10 ACRES
 PUBLIC FOR ANIMAL
 WELFARE, INC., A TEXAS
 NON-PROFIT CORPORATION
 856/106 O.P.R.H.C.Tx.

STATION
 OFFSET
 83+33.66
 60.00' RT

CALLED 14.937 ACRES
 CITY OF KYLE
 G/318, MINUTES OF HAYS
 COUNTY COURT

SHEET 3 OF 4

AUM. CAP
 RPLS#4341 P.O.R.
 PARCEL 7

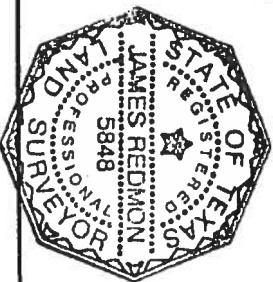
DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7	COUNTY HAYS
REV. NO. 1	R.O.W. CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE MARCH 10 2010

ROW ACQUISITION 0.069 ACRE

I HEREBY CERTIFY THAT THIS SKETCH AND
 ACCOMPANYING DESCRIPTION REPRESENT THE
 RESULTS OF A RIGHT OF WAY SURVEY MADE
 ON THE GROUND UNDER MY DIRECTION AND
 SUPERVISION AND IS TRUE AND CORRECT.

3-10-10

JAMES REDMON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5848, STATE OF TEXAS



CHAPARRAL PROFESSIONAL
 LAND SURVEYING AND MAPPING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424

EXHIBIT

EX. "A"

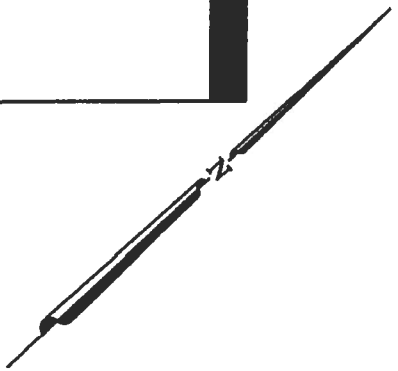
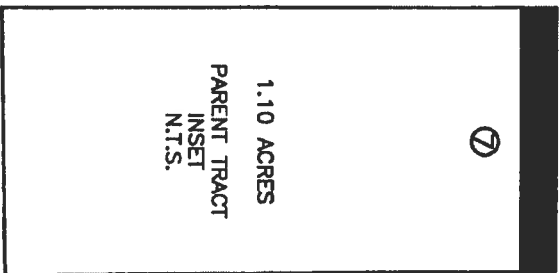
LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊠ TXDOT TYPE II MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- CONTROL POINT, DETAILS NOTED
- CALCULATED POINT
- MAG NAIL FOUND UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- RECORD INFORMATION
- PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.T.K. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- O.R.H.C.T.K. OFFICIAL RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.T.K. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.T.K. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.T.K. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- P.C.A.P. STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE

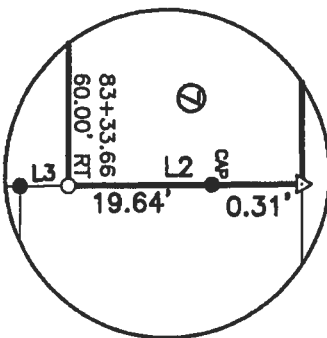
No.	BEARING	LENGTH
L1	N43°03'25"E	19.98'
L2	S42°40'56"W	19.94'
L3	S42°40'56"W	5.51'
L5	N45°50'29"W	0.73'

SHEET 4 OF 4

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7	COUNTY HAYS
REV. NO. 1	R.O.W. CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE MARCH 10 2010
ROW ACQUISITION 0.069 ACRE		



DETAIL C
N.T.S.



DETAIL D
N.T.S.

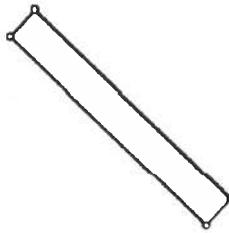
THIS PROJECT IS REFERENCED FOR BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH AMERICAN DATUM OF 1983 (NAD83) SOUTH CENTRAL ZONE (4204), 1993 ADJUSTMENT EPOCH (HARN), BASED UPON TEXAS DEPARTMENT OF TRANSPORTATION (TX.D.O.T.) MONUMENTS AS LISTED ON SHEET 2 HEREIN ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT AFFECT THE ADJOINING TRACTS.

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.

SURVEYING AND MAPPING
3500 McCALL LANE
AUSTIN, TEXAS 78744
512-443-1424

Ex. "A"



Title:		Date: 12-07-2009
Scale: 1 inch = 96 feet	File: 658-001-ROW7.des	
Tract 1: 0.069 Acres: 2998 Sq Feet: Closure = s14.1432e 0.01 Feet: Precision = 1/52385: Perimeter = 340 Feet		
001=n43.0225e 19.98	003=s42.4056w 19.94	
002=s46.5007e 150.16	004=n46.5058w 150.29	

Item # 19

EXHIBIT "B"

County: Hays
Parcel No.: 7(E)
Highway: F.M. 150
Limits: From IH 35 to 0.2 miles west of Old Post Road
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 7(E)

DESCRIPTION OF A 0.002 ACRE (79 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF THAT 1.10 ACRE TRACT, CONVEYED TO PUBLIC FOR ANIMAL WELFARE INC., A TEXAS NON-PROFIT CORPORATION, BY SPECIAL WARRANTY DEED DATED DECEMBER 18, 1990 AND RECORDED IN VOLUME 856, PAGE 106 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.002 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod with TXDOT aluminum cap set in the proposed southwest right-of-way line of Farm to Market (FM) 150, being in the northwest line of said 1.10 acre tract, also being in the southeast line of a 5.125 acre tract conveyed to MNT & S Development, Ltd., by General Warranty Deed dated December 15, 2008 and recorded in Volume 3555, Page 548 of the Official Public Records of Hays County, Texas and also being 60.00 feet right of F.M. 150 centerline station 81+83.37;

1. THENCE, S46°50'58"E, with the proposed southwest right-of-way line of F.M. 150, over and across said 1.10 acre tract, a distance of 6.17 feet to a 1/2" iron rod with TXDOT aluminum cap set;
2. THENCE, S26°19'07"W, continuing over and across said 1.10 acre tract, a distance of 6.53 feet to a 1/2" iron rod with TXDOT aluminum cap set 66.25 feet right of F.M. 150 centerline station 81+91.43;
3. THENCE, S86°05'52"W, continuing over and across said 1.10 acre tract, a distance of 11.80 feet to a 1/2" iron rod with TXDOT aluminum cap set in the northwest line of said 1.10 acre tract, being the southeast line of said 5.125 acre tract and also being 74.88 feet right of F.M. 150 centerline station 81+83.39, from which a 1/2" iron rod with "RPLS #4341" aluminum cap found, bears S43°03'25"W, a distance of 285.24 feet, for a POINT OF REFERENCE;

Item # 19

EXHIBIT "B"

4. THENCE, N43°03'25"E, with the northwest line of said 1.10 acre tract, being southeast line of the 5.125 acre tract, passing a 1/2" rebar with "RPLS #4341" plastic cap found at a distance of 9.64 feet and continuing for a total distance of 14.88 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.002 acre (79 square feet) of land area more or less.

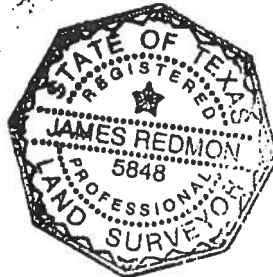
Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.


STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, James Redmon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10 day of March, 2010.

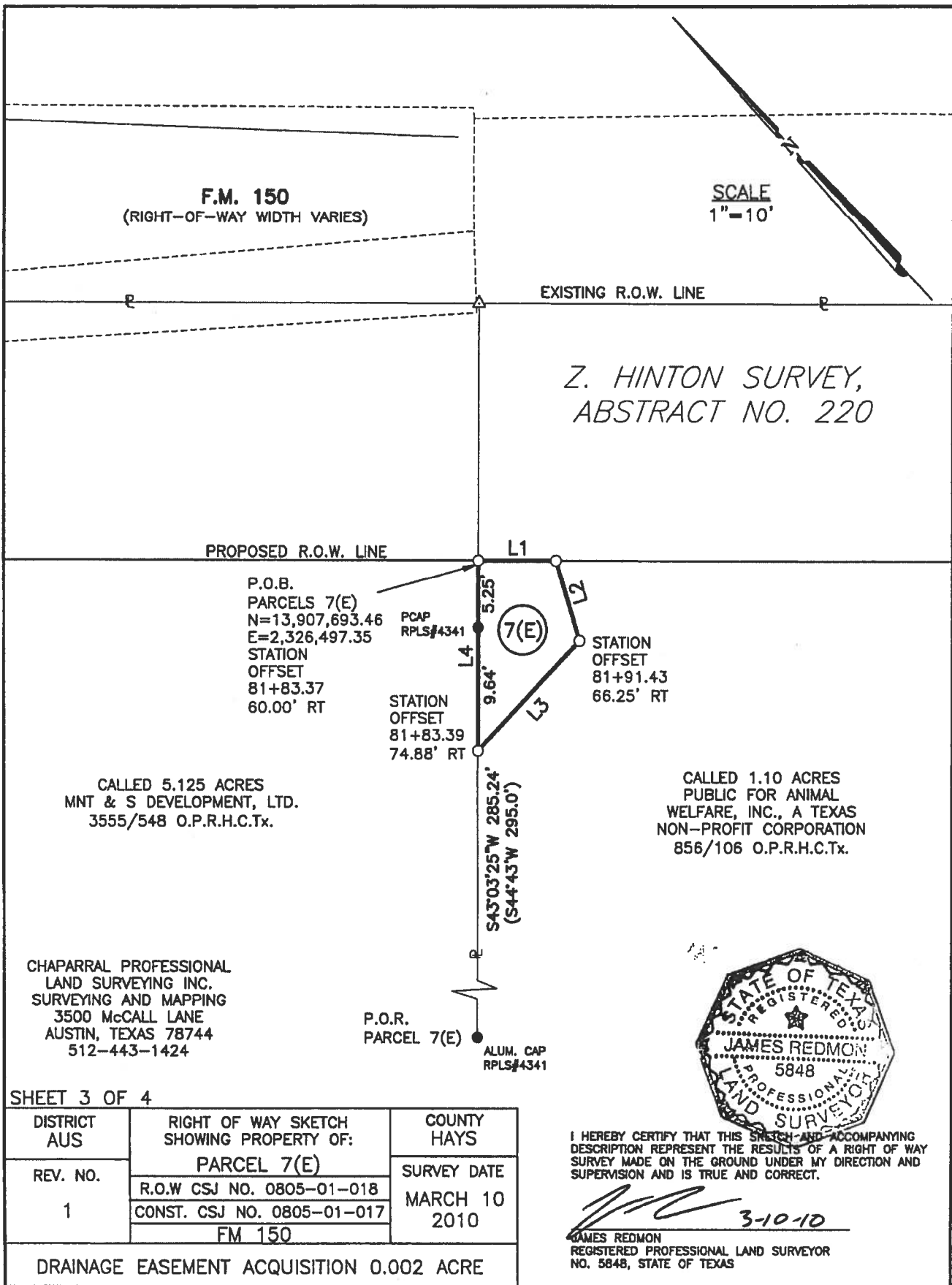
Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744




James Redmon
Registered Professional
Land Surveyor
No. 5848 - State of Texas

Item # 19

Ex. "B"

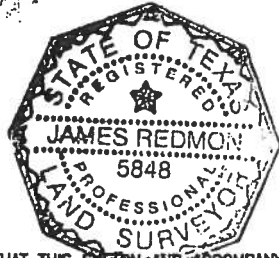


Item # 19

EXHIBIT

SHEET 3 OF 4

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7(E)	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE MARCH 10 2010
DRAINAGE EASEMENT ACQUISITION 0.002 ACRE		



I HEREBY CERTIFY THAT THIS SKETCH AND ACCOMPANYING DESCRIPTION REPRESENT THE RESULTS OF A RIGHT OF WAY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT.

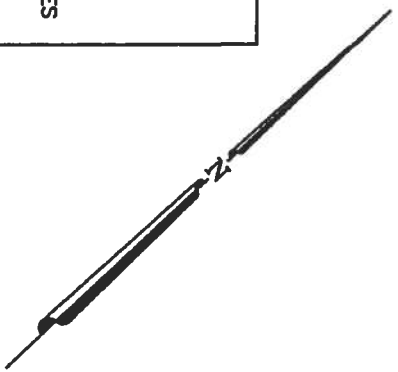
James Redmon
3-10-10
JAMES REDMON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5848, STATE OF TEXAS

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- CONTROL POINT, DETAILS NOTED
- CALCULATED POINT
- MAG NAIL FOUND UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- (123) RECORD INFORMATION
- () PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.T.K. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.T.K. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.T.K. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.T.K. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- P.C.M.P. STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE

LINE TABLE		
No.	BEARING	LENGTH
L1	S46°50'58"E	6.17'
L2	S26°19'07"W	6.53'
L3	S86°05'52"W	11.80'
L4	N43°03'25"E	14.88'

CALLLED 1.10 ACRES
 PARENT TRACT
 INSET
 N.T.S.



SHEET 4 OF 4

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF:		COUNTY HAYS
	PARCEL 7(E)		
REV. NO. 1	R.O.W. CSJ NO. 0805-01-018	SURVEY DATE MARCH 10 2010	
	CONST. CSJ NO. 0805-01-017	FM 150	

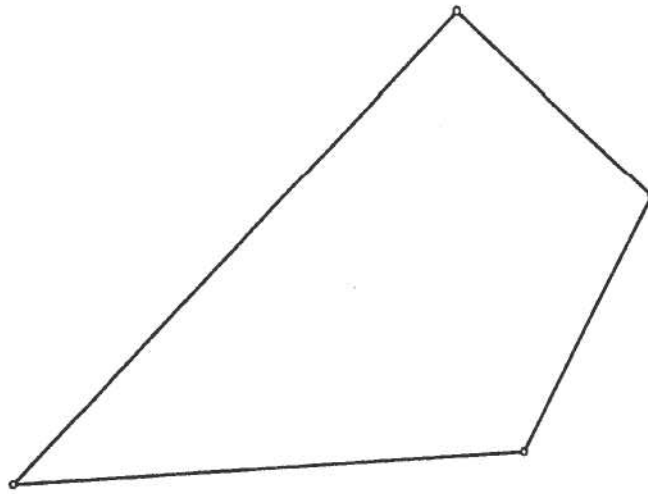
DRAINAGE EASEMENT ACQUISITION 0.002 ACRE

THIS PROJECT IS REFERENCED FOR BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH AMERICAN DATUM OF 1983 (NAD83) SOUTH CENTRAL ZONE (4204), 1993 ADJUSTMENT EPOCH (HARN), BASED UPON TEXAS DEPARTMENT OF TRANSPORTATION (TX.D.O.T.) MONUMENTS AS LISTED ON SHEET 2 HEREIN ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT AFFECT THE ADJOINING TRACTS.

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
 SURVEYING AND MAPPING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424

Ex. "B"



Item # 19

Title:		Date: 01-08-2010
Scale: 1 inch = 4 feet	File: 658-001-DE7.des	
Tract 1: 0.002 Acres: 79 Sq Feet: Closure = n65.0405e 0.01 Feet: Precision = 1/4778: Perimeter = 39 Feet		
001=s46.5058e 6.17	003=s86.0552w 11.80	
002=s26.1907w 6.53	004=n43.0325e 14.88	

Exhibit "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects; and

WHEREAS, Hays County, a political subdivision of the State of Texas, has been authorized under the Texas Transportation Code, Chapter 222 to develop, construct, and operate a project on the state highway system on behalf of the State of Texas; and

WHEREAS, Hays County and the State of Texas, entered into an interlocal agreement establishing their respective responsibilities regarding the improvement of RM 150;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the _____ of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of _____ to Grantors in hand paid by the **COUNTY OF HAYS**, State of Texas, hereinafter referred to as Grantees, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the County of Hays, all that certain tract or parcel of land lying and being situated in the County of Hays, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described to wit: N/A

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by

Item # 19

Exhibit "C"

Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "B", SAVE AND EXCEPT in the event access, or access points may be specifically allowed or permitted in said Exhibit "B", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hays and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hays and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

Name

FOR EXHIBIT B

Item # 19

Exhibit "C"

Acknowledgement

State of Texas §
County of _____ §

This instrument was acknowledged before me on _____ 2011
by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO :

Lockwood, Andrews, and Newnam, Inc.
400 W. Hopkins, Ste 203
San Marcos, TX 78666

FOR EXHIBIT PURPOSES ONLY

Item # 19

Exhibit "C"

ACCESS CLAUSE TO BE INCLUDED AS "EXHIBIT "B"

Access will be permitted to the highway facility from the remainder of the property lying south of RM 150.

FOR EXHIBIT PURPOSES ONLY

Exhibit "D"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DRAINAGE EASEMENT FOR HIGHWAY PURPOSES

THE STATE OF TEXAS

§
§
§

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS:

That, _____ of the County of _____, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of _____ Dollars (\$) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of _____, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit "A"; SAVE and EXCEPT,

HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the aforesaid property, to wit:

Grantors covenant and agree to remove the above-described improvements from said land by the day of _____, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the State.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the State of Texas, its successors and

Item # 19

Exhibit "D"

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____
by _____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

_____,
of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature

FOR EXHIBIT PURPOSES ONLY

Item # 19

Comm 1

CAUSE NO. 15237-C

HAYS COUNTY, TEXAS

VS.

CENTER STREET VILLAGE, LP, and
AMERICAN BANK OF COMMERCE

*

*

*

FILED
2012 AUG 17 AM 8:51
PROCEEDINGS IN
EMINENT DOMAIN
COUNTY COURT AT LAW #1
HAYS COUNTY, TEXAS

HAYS COUNTY, TEXAS

AWARD OF SPECIAL COMMISSIONERS

On the 15th day of January, 2013, in Hays County, Texas, the above styled proceedings in Eminent Domain came on to be heard before the undersigned, three disinterested freeholders of Hays County, Texas heretofore appointed as Special Commissioners by the Judge of the County Court at Law Number 1, Hays County, Texas, to assess the compensation and damages, if any, caused by these proceedings and came Plaintiff, County of Hays and came also the Defendants, CENTER STREET VILLAGE, LP, and AMERICAN BANK OF COMMERCE, and the Special Commissioners made the following findings:


Item # 19

I.

That, on the 5th day of November, 2012, the County of Hays, Plaintiff, filed an Amended Petition with the Hays County Clerk and before the Judge of County Court at Law Number One of Hays County, Texas, wherein, upon the facts and for the purposes therein stated, they sought judgment vesting in the County of Hays fee simple title to certain lands, to wit:

a tract or parcel of land containing 0.095 of an acre (4121 SF) of land located in the Z. Hinton Survey, Abstract No. 220 in Hays County, Texas and being a portion of Lot 10, Block A, Center Street Village, a subdivision of record in Cabinet 12, Slide 72 of the Plat Records of Hays County, Texas, conveyed to Center Street Village, LP by General Warranty Deed dated February 23, 2005 and recorded in Volume 2635, Page 784 of the Official Public Records of Hays County, Texas; the herein described 0.095 of an acre being more particularly described by metes and bounds in Exhibit A attached and incorporated herein for all purposes.

II.

CERTIFIED TO BE A TRUE AND
CORRECT COPY
 LIZ D. GONZALEZ, County Clerk
Hays County
00 1 of 8

That upon consideration of the Original Petition so filed by Plaintiff, the Judge of County Court at Law Number One, Hays County, Texas, did, on the 10th day of September, 2012, appoint Ronnie Beasley, Aart Millecam and Amanda Ruiz, three disinterested real property owners who reside in Hays County, Texas, as Special Commissioners, to assess compensation and damages, if any, caused by the taking of said property.

III.

That, thereafter, said Special Commissioners duly qualified as such, each taking the oath prescribed by law, which oaths are on file with the papers in this cause.

IV.


That, after having so qualified, said Special Commissioners, by written oath, designated and appointed the 15th day of January, 2013 at 9:00 o'clock p.m. in the Attorney Workroom 2029, Second Floor, Hays County Government Center at 712 South Stagecoach Trail, in San Marcos, Texas, as the date and place for hearing said petition and parties, said date being the earliest practicable time, and such place being the most practicable and convenient place for said hearing. The hearing was moved to the HR conference room 1 in order to accommodate the parties and witnesses.

V.

That, on the 13th day of December, 2012, said Special Commissioners issued written notice of such date and place of hearing, and the Defendants, CENTER STREET VILLAGE, LP, and AMERICAN BANK OF COMMERCE, were duly served with notice, and notified in the manner provided by law of such hearing and the time and place thereof.

VI.

That, on the 15th day of January, 2013, said Special Commissioners did convene, and the following named parties appeared in person, or by their attorneys: County of

CERTIFIED TO BE A TRUE AND
CORRECT COPY
 LIZ O. GONZALEZ, County Clerk
Hays County
PP 2 of 8

Hays appeared and Defendants, CENTER STREET VILLAGE, LP, and AMERICAN BANK OF COMMERCE appeared with Counsel and the Special Commissioners find and determine and accordingly assess compensation to be paid by the County of Hays, in the total amount of Twenty Three Thousand Three Hundred Eight Dollars and no/dollars (\$ 23,308.00). The costs of this proceeding are adjudged against Plaintiff.

RENDERED this the 15th day of January, 2013.

Payable to:
Hays County Clerk

Ronnie Beasley
RONNIE BEASLEY

Art Millicam
ART MILLECAM

Amanda Ruiz
AMANDA RUIZ

SPECIAL COMMISSIONERS

Project # RDS35150-ROW-INT

Contract # _____

Pl. Acct # 023-601-916-633.5632-400

The foregoing Award of Special Commissioners was filed with me on this the 15 day of Jan, 2013.

[Signature]
Judge, County Court at Law #1
Hays County, Texas

Item # 19

EXHIBIT "A"

County: Hays
Parcel No.: 2
Highway: F.M. 150
Limits: From IH 35 north bound frontage road
to 2300' east of IH 35
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 2

DESCRIPTION OF A 0.095 ACRE (4,121 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF LOT 10, BLOCK A, CENTER STREET VILLAGE, A SUBDIVISION OF RECORD IN CABINET 12, SLIDE 72 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO CENTER STREET VILLAGE LP BY GENERAL WARRANTY DEED DATED FEBRUARY 23, 2005 AND RECORDED IN VOLUME 2635, PAGE 784 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.095 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" rebar with TXDOT aluminum cap set in a north line of said Lot 10, being on the south line of Lot 8, Block A, of said Center Street Village subdivision, being 60.00 feet left of F.M. 150 centerline station 58+43.43, from which a 1/2" rebar with "MEENACH" plastic cap found, for an angle point in a north line of said Lot 10, being the southeast corner of said Lot 8, bears S79°39'33"E, a distance of 100.12 feet for a POINT OF REFERENCE;

1. THENCE, with the proposed north right-of-way line of Farm to Market (F.M.) 150, over and across said Lot 10, with a curve to the right, having a radius 810.00 feet and a central angle of 5°57'27" (chord which bears S81°16'30"E, a distance of 63.40 feet) for an arc distance of 63.43 feet to a 1/2" rebar with TXDOT aluminum cap set in the south line of said Lot 10, being on the north line of Lot 6, Replat of Lots 4, 5, 6, 7 and 8 Kyle 150/I-35 Subdivision, a subdivision of record in Cabinet 12, Slide 163 of the Plat Records of Hays County, Texas, being 60.00 feet left of F.M. 150 centerline station 57+00.61;
2. THENCE, N79°39'11"W, with the south line of said Lot 10, being the north line of said Lot 6, a distance of 210.72 feet to a 1/2" rebar with "DOUCET" plastic cap

CERTIFIED TO BE A TRUE AND
CORRECT COPY
LIZ O GONZALEZ, County Clerk
Hays County
48
pg 4 of 8

Item # 19

found in the east right-of-way line of Interstate Highway 35 (IH 35), being the common west corner of said Lot 10 and said Lot 6;

3. THENCE, N01°20'11"E, with the east right-of-way line of IH 35, being the west line of said Lot 10, a distance of 50.24 feet to a calculated point for a northwest corner of said Lot 10, being the southwest corner of said Lot 8;
4. THENCE, S39°10'38"E, with a north line of said Lot 10, being the south line of said Lot 8, a distance of 45.67 feet to a 1/2" rebar with "MEENACH" plastic cap found for an angle point;
5. THENCE, S79°39'33"E, continuing with a north line of said Lot 10, being the south line of said Lot 8, a distance of 123.68 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.095 acre (4,121 square feet) of land area, more or less.

Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.

This property description is accompanied by a separate plat.

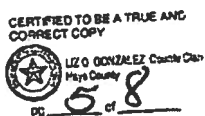


EXHIBIT A

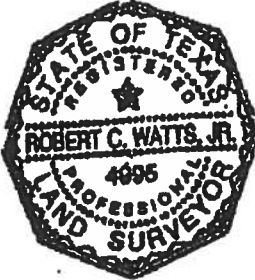
STATE OF TEXAS
COUNTY OF TRAVIS

SECTION

I, Robert C. Watts, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of October, 2011.

Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744



Robert C. Watts, Jr.
Robert C. Watts, Jr.
Registered Professional
Land Surveyor
No. 4995 - State of Texas

Item # 19

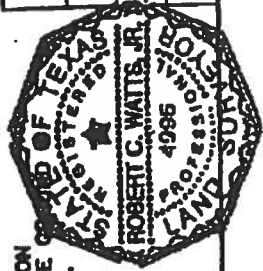
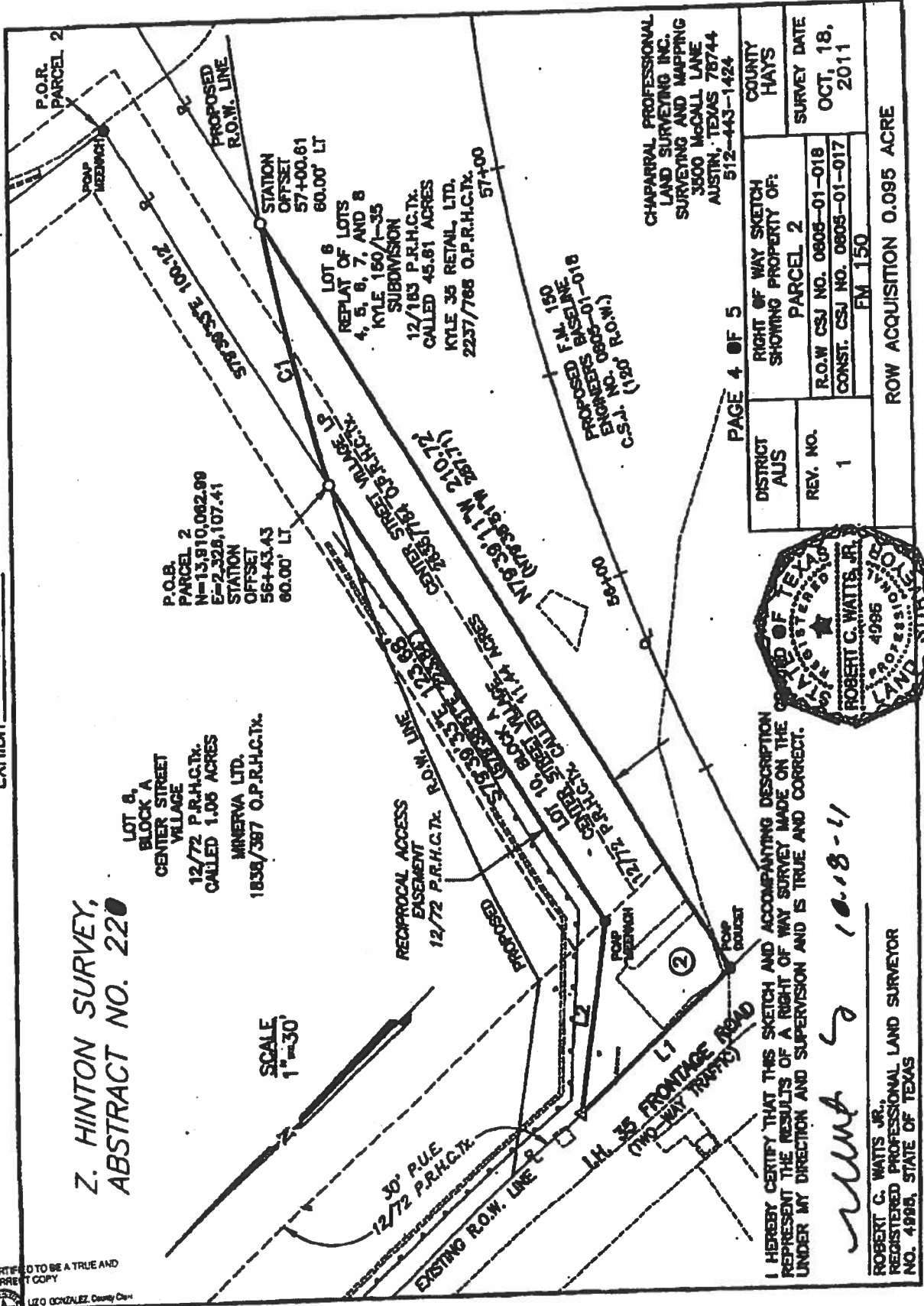
EXHIBIT A

Z. HINTON SURVEY, ABSTRACT NO. 220

CERTIFIED TO BE A TRUE AND
CORRECT COPY
LIZO GONZALEZ, County Clerk
2010

LOT 8,
BLOCK A
CENTER STREET
VILLAGE
12/72 P.R.H.C.TX.
CALLED 1.08 ACRES
MINERVA LTD.
1839/387 O.P.R.H.C.TX.

SCALE
1"=30'



I HEREBY CERTIFY THAT THIS SKETCH AND ACCOMPANYING DESCRIPTION REPRESENT THE RESULTS OF A RIGHT OF WAY SURVEY MADE ON THE UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT.

Robert C. Watts, Jr.
10-18-11

ROBERT C. WATTS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4986, STATE OF TEXAS

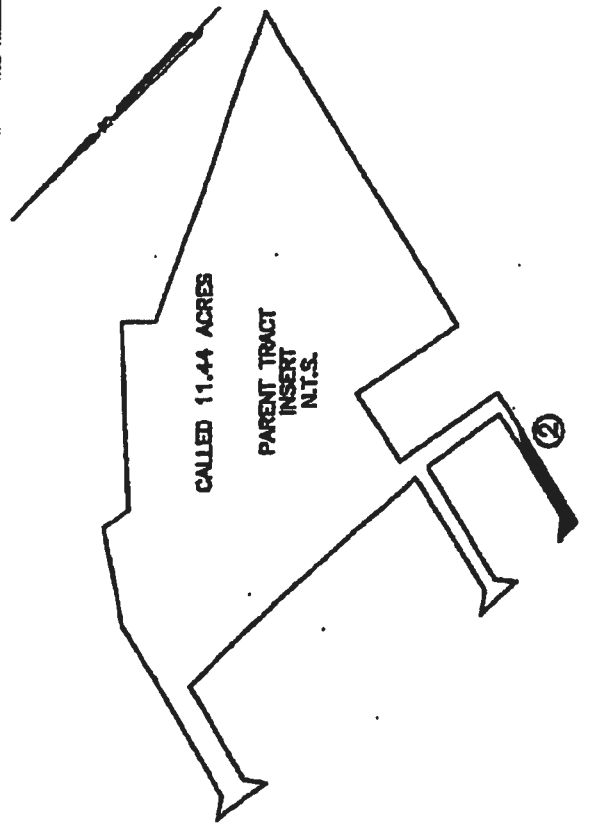
Item # 19

A

EXHIBIT

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ▣ TXDOT TYPE III MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- ◊ 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" REBAR FOUND UNLESS NOTED
- ⊕ CONTROL POINT, DETAILS NOTED
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND UNLESS NOTED
- ⊠ PROPERTY LINE
- ⊞ CENTER LINE
- () RECORD INFORMATION
- (123) PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- O.R.H.C.T. OFFICIAL RECORDS HAYS COUNTY, TEXAS
- P.A.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.T. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- P.C.A.P. STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE



CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	5°57'27"	810.00'	31.74'	63.43'	63.40'	S61°16'30"E

LINE TABLE

No.	BEARING	LENGTH	RECORD CALL
L1	N01°20'11"E	50.24'	
L2	S39°10'38"E	45.67'	(S39°10'07"E 46.84')

BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (83) HARY SOUTH CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT MAY AFFECT THE ADJOINING TRACTS.

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
 SURVEYING AND MAPPING
 3600 McCALL LANE
 AUSTIN, TEXAS 78744
 512-443-1424

PAGE 5 OF 5

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 2	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0806-01-018 CONST. CSJ NO. 0806-01-017 FM 150	SURVEY DATE OCT, 18, 2011
ROW ACQUISITION 0.095 ACRE		

Item # 19

Comm 2



MEMORANDUM

TO: Vickie Wilhelm
Auditor's Office
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: May 23, 2011

PROJECT: RM 150 Road Improvements
Parcel 7
Public for Animal Welfare, Inc.
Hays County Precinct 1 & 2

Item # 19

RE: Settlement Statement and Check Request for Closing

The acquisition of the above referenced parcel is near completion. Attached you will find a copy of the executed purchase agreement and the settlement statement which summarizes the charges by Gracy Title Company to close this transaction. Please have the County Judge sign where indicated on the settlement statement and addenda.

Also, please provide a check as follows:

Contract Sale Price (Parcel 7):	\$17,473.00
Closing Costs:	\$716.38
TOTAL:	\$18,189.38

Payable to: Gracy Title Company
G.F. 313319
155 Cimarron Park Loop, Suite C
Buda, TX 78610

Sincerely,

Lori Bible, ROW Services
Lockwood, Andrews & Newnam, Inc
512-914-2201, cell

Project # RDS35150_ROW-WAØ

Contract # _____

Bill Acct # 023-802-96-633.5632-400

cc: Hon. Debbie Ingalsbe, Pct. 1 Commissioner; Hon. Mark Jones, Pct. 2

(w)



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

MEMORANDUM

TO: Hon. Debbie Ingalsbe
County Commissioner
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: May 13, 2011

PROJECT: FM 150
Parcel 7/7E
Public for Animal Welfare, Inc.
Hays County Precinct 1

*Forward to:
Auditor
Attorney
Judge!*

RE: TRANSMITTAL OF AGREEMENT AND REQUEST FOR APPROVAL

Attached you will find the Purchase Agreement for this parcel. **The amount of the Agreement is at the appraised value.**

Parcel 7/7E	HCAD#	R14855
	Owner:	Public for Animal Welfare, Inc.
	Taking:	0.069 acres (2,999 sq. ft.) in fee; 0.002 (79 sq. ft.) easement
	Value:	\$17,473.00

Please review and if you approve, sign where indicated and kindly forward to the remainder of the County officials for their signatures.

Please then call me at 512.914.2201, and I shall retrieve the Agreement from your office.

Sincerely,

Lori Bible, ROW Services
Lockwood, Andrews & Newnam, Inc

Item # 19

RM 150 Purchase Agreement
Parcel 7
PAWS and Hays County

PURCHASE AGREEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This Agreement by and between the **COUNTY OF HAYS**, State of Texas, and hereinafter called the **County**, and the **PUBLIC FOR ANIMAL WELFARE, INC.**, A Texas non-profit corporation, hereinafter called **Owners**, whether one or more, shall be effective on the date of approval and execution by and on behalf of the County.

In view of the mutual covenants herein expressed and contained, the Owners agreeing to and do hereby agree to grant, bargain, sell and convey for the consideration and upon the terms herein stated to the County and the County agreeing to and does hereby agree to purchase for the consideration and upon the terms herein stated two tracts:

- A. A tract in fee simple being a 0.069 acre (2,999 sq. ft.) tract of land in the Z. Hinton Survey, Abstract No. 220, Hays County, Texas and being a part of that 1.10 acre tract, conveyed to Public for Animal Welfare, Inc., a Texas non-profit corporation, by Special Warranty Deed dated December 18, 1990 and recorded in Volume 856, Page 106 of the Official Public Records of Hays County, Texas.; situated in Hays County, Texas and which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes: and
- B. Drainage Easement Rights to a tract being a 0.002 acre (79 sq. ft.) tract of land in the Z. Hinton Survey, Abstract No. 220, Hays County, Texas and being a part of that 1.10 acre tract, conveyed to Public for Animal Welfare, Inc., a Texas non-profit corporation, by Special Warranty Deed dated December 18, 1990 and recorded in Volume 856, Page 106 of the Official Public Records of Hays County, Texas situated in Hays County, Texas which is more fully described in Exhibit "B" which is attached hereto and incorporated herein for any and all purposes.

Tracts "A" and "B" shall be collectively known as the "Property".

The County and the Owners do further agree as follows:

Total Price: SEVENTEEN THOUSAND FOUR HUNDRED AND SEVENTY THREE Dollars (\$17,473.00) to be paid by the County for full title to the property, which is described in the Exhibit "A" and easement rights to the property which is described in Exhibit "B", save and except the oil, gas and sulphur as provided in the hereinafter called for deed and easement agreement free of all liens, assessments and encumbrances.

Title Evidence: The County will acquire at its own expense a policy of title insurance issued by Gracy Title, agent for Stewart Title, called the County's Closing Agent, which policy on consum-

Item # 19

mation of this transaction guarantees title in the County. The County, without cost to Owners, will prepare the necessary instruments and will pay the cost of recording all instruments conveying title to the County.

Ownership, Warranty Deed and Easement: Owners agree to convey to the County full title to the said Property, which is described in the said Exhibit "A" and all appurtenances thereto for the consideration stated subject to the aforementioned exception. After approval of title by the County, Owners agree to deliver to the County's Closing Agent a general warranty deed, in the form and manner as shown on Exhibit "C", properly executed, conveying full title to such Property as herein provided. Contemporaneously, Owners also agree to deliver to the County's Closing Agent an Easement Agreement, in the form and manner as shown on Exhibit "D", properly executed, conveying full rights to such Property, which is described in the said Exhibit "B" as herein provided. In the event Owners are unable to convey full title or rights, subject to the aforementioned exception, to said Property or a title satisfactory to the County, then this agreement shall be null and void.

Special Conditions:

1. In advance of commencing construction, the County agrees to designate the boundaries of County right-of-way, which will facilitate the Owners' determination of a new location for signage.
2. The Parties agree that existing signage will remain in place until sixty (60) days prior to the date construction is commenced.
3. The Owners retain the right to remove portions of existing signage prior to demolition, even if acquisition of right-of-way has already occurred. The County agrees to give the Owners at least 15 (fifteen) business days' notice before performing site clearing, which will require demolition of existing signage. Any items remaining in the acquired right of way after the 15 days shall be considered as abandoned and removed at the County's sole discretion.
4. The County agrees to remove, at its own expense, any remnants of signage not removed by the Owners under Subsection 3, above, including the concrete columns.

Possession: Until payment is made, title and possession of the property to be conveyed to the County remain with the Owners. Owners shall bear all risk of loss to any and all of such Property. In the event the condition of the Property should change, for any reason, prior to the date of delivery of possession to the County, the County shall have the right to declare this agreement null and void.

Owner and County agree that any ad valorem taxes due shall be prorated to the date of closing and shall be collected from Owners at Closing by the County's Closing Agent.

Owner and the County agree that the Property described in Exhibits "A" and "B" are being conveyed to the County under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

THE FULL AGREEMENT OF THE COUNTY AND THE OWNERS IS SET FORTH IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

OWNERS

PUBLIC FOR ANIMAL WELFARE, INC.

By: *Susan H. Hardin* 5/12/2011
Name: Susan H. Hardin
Title: President

COUNTY OF HAYS

By:

Bert Cobb
Bert Cobb, MD, County Judge

5-17-2011
Date of Execution by County

Item # 19

ROUTING FOR APPROVAL ONLY

APPROVED:

Bill Herzog
Bill Herzog, County Auditor

APPROVED:

Debbie Ingalsbe
Debbie Ingalsbe, County Commissioner Pct. 1

APPROVED AS TO FORM

Mark Jones
Mark Jones, County Commissioner Pct. 2

Mark D. Kennedy
Mark D. Kennedy
A.D.A. - Chief - Civil Division
SBOT#24032498

EXHIBIT "A"

County: Hays
Parcel No.: 7
Highway: F.M. 150
Limits: From IH 35 to 0.2 miles west of Old Post Road
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 7

DESCRIPTION OF A 0.069 ACRE (2,999 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF THAT 1.10 ACRE TRACT, CONVEYED TO PUBLIC FOR ANIMAL WELFARE INC., A TEXAS NON-PROFIT CORPORATION, BY SPECIAL WARRANTY DEED DATED DECEMBER 18, 1990 AND RECORDED IN VOLUME 856, PAGE 106 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.069 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod with TXDOT aluminum cap set in the northwest line of said 1.10 acre tract, being the southeast line of a 5.125 acre tract conveyed to MNT & S Development, Ltd. by General Warranty Deed, dated December 16, 2008 and described in Volume 3555, Page 548 of the Official Public Records of Hays County, Texas and also being 60.00 feet right of Farm to Market (FM) 150 (right-of-way width varies) centerline station 81+83.37, from which a 1/2" iron rod with "RPLS #4341" aluminum cap found, bears S43°03'25"W, passing a 1/2" iron rod with "RPLS #4341" plastic cap found at a distance of 5.25 feet and continuing for a total distance of 300.12 feet, for a POINT OF REFERENCE;

1. THENCE, N43°02'25"E, with the northwest line of said 1.10 acre tract, being the southeast line of said 5.125 acre tract, a distance of 19.98 feet to a calculated point in the southwest right-of-way line of F.M. 150, being the north corner of said 1.10 acre tract and also being the east corner of said 5.125 acre tract;
2. THENCE, S46°50'07"E, with the existing southwest right-of-way line of F.M. 150, being the northeast line of said 1.10 acre tract, a distance of 150.16 feet to a calculated point for the east corner of said 1.10 acre tract, being the north corner of a 0.31 acre tract conveyed to the City of Kyle, by Warranty Deed dated September 29, 1987 and described in Volume 698, Page 676 of the Real Property Records of Hays County, Texas;

Item # 19

EXHIBIT "A"

- 3. THENCE, S42°40'56"W, with the southeast line of said 1.10 acre tract, being the northwest line of said 0.31 acre tract, passing at 0.31 feet a 1/2" iron rod with plastic cap found and continuing for a total distance of 19.94 feet to a 1/2" iron rod with TXDOT aluminum cap set 60.00 feet right of F.M. 150 centerline station 83+33.66, from which a 1/2" iron rod found bears S42°40'56"W, a distance of 5.51 feet, for a POINT OF REFERENCE;
- 4. THENCE, N46°50'58"W, with the proposed southwest right-of-way line of F.M. 150, over and across said 1.10 acre tract, a distance of 150.29 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.069 acre (2,999 square feet) of land area more or less.

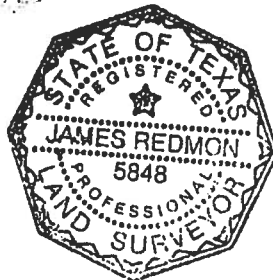
Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.


STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, James Redmon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

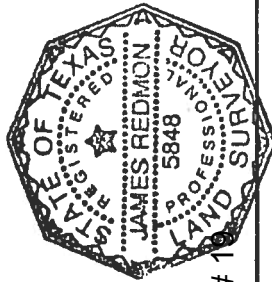
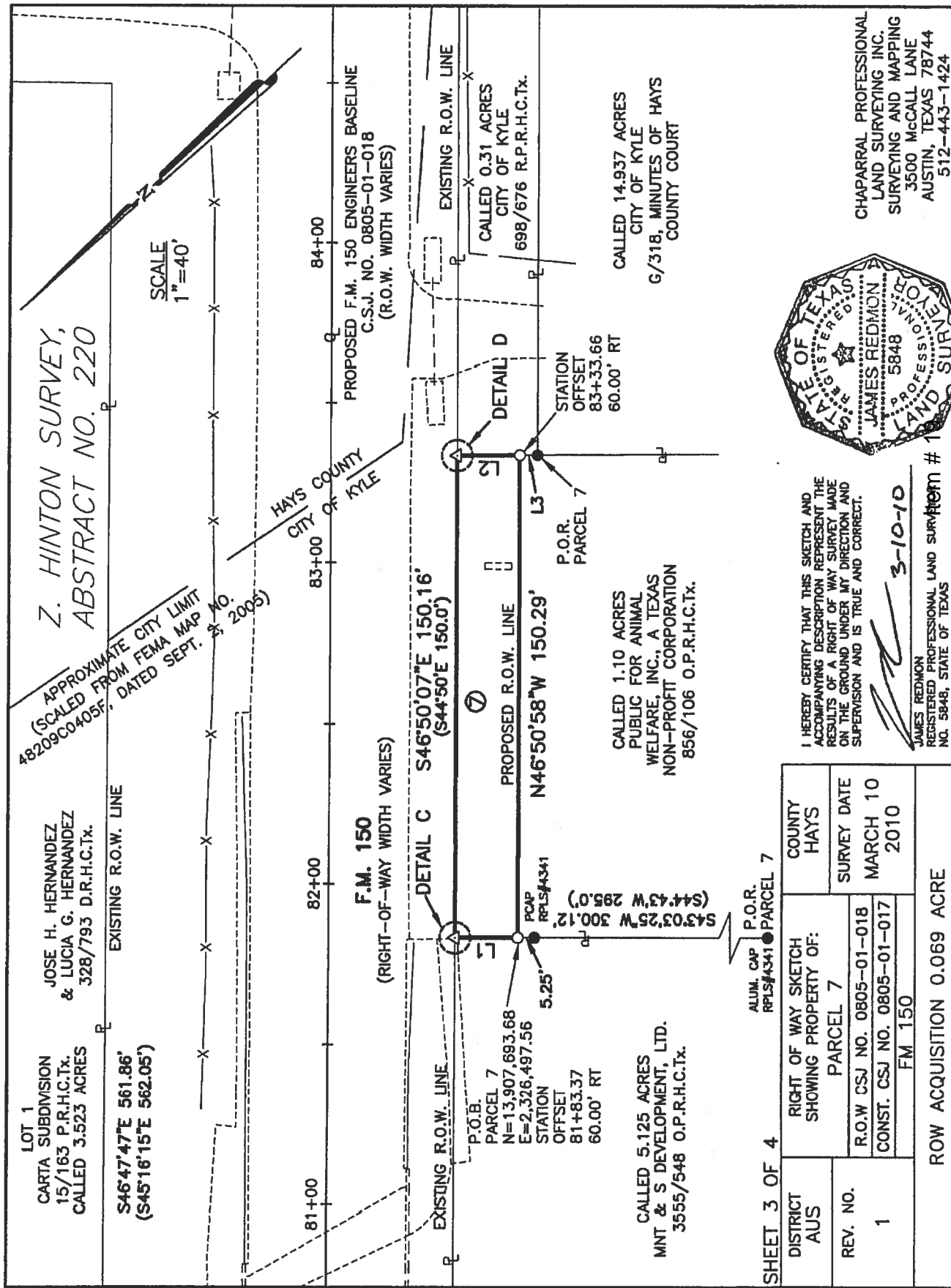
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10 day of March, 2010.

Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744




James Redmon
Registered Professional
Land Surveyor
No. 5848 - State of Texas

Item # 19



I HEREBY CERTIFY THAT THIS SKETCH AND ACCOMPANYING DESCRIPTION REPRESENT THE RESULTS OF A RIGHT OF WAY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT.

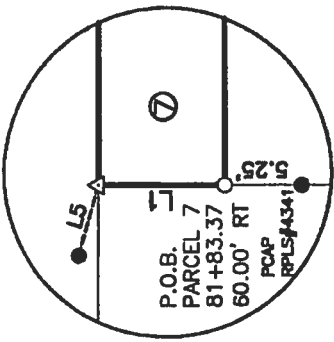
James Redmon
 JAMES REDMON
 REGISTERED PROFESSIONAL LAND SURVEYOR # 5848
 NO. 5848, STATE OF TEXAS

3-10-10

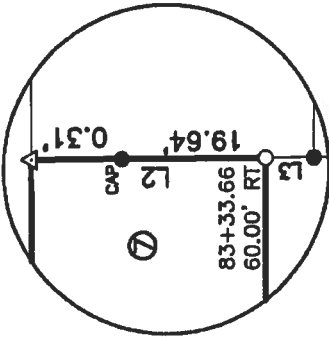
SHEET 3 OF 4		COUNTY HAYS	
RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7		SURVEY DATE MARCH 10 2010	
REV. NO. 1	R.O.W CSJ NO. 0805-01-018	FM 150	
	CONST. CSJ NO. 0805-01-017	ROW ACQUISITION 0.069 ACRE	

LEGEND

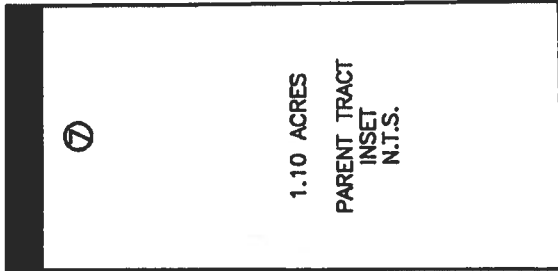
- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊠ TXDOT TYPE III MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ CONTROL POINT, DETAILS NOTED
- ⊙ CALCULATED POINT
- ⊙ MAG NAIL FOUND UNLESS NOTED
- ⊙ PROPERTY LINE
- ⊙ CENTER LINE
- () RECORD INFORMATION
- (123) PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.Tx. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- O.R.H.C.Tx. OFFICIAL RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.Tx. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.Tx. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.Tx. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- PCAP STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE



DETAIL C
N.T.S.



DETAIL D
N.T.S.



THIS PROJECT IS REFERENCED FOR BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH AMERICAN DATUM OF 1983 (NAD83) SOUTH CENTRAL ZONE (4204), 1993 ADJUSTMENT EPOCH (HARN), BASED UPON TEXAS DEPARTMENT OF TRANSPORTATION (TX.D.O.T.) MONUMENTS AS LISTED ON SHEET 2 HEREIN ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT AFFECT THE ADJOINING TRACTS.

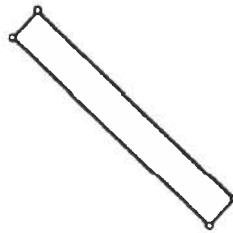
CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
SURVEYING AND MAPPING
3500 McCALL LANE
AUSTIN, TEXAS 78744
Item #A10101N, TEXAS 78744
512-443-1424

LINE TABLE	
No.	BEARING LENGTH
L1	N43°03'25"E 19.98'
L2	S42°40'56"W 19.94'
L3	S42°40'56"W 5.51'
L5	N45°50'29"W 0.73'

SHEET 4 OF 4

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7		COUNTY HAYS
	REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE MARCH 10 2010
ROW ACQUISITION 0.069 ACRE			

Ex. "A"



Title:		Date: 12-07-2009
Scale: 1 inch = 96 feet	File: 658-001-ROW7.des	
Tract 1: 0.069 Acres: 2998 Sq Feet: Closure = s14.1432e 0.01 Feet: Precision =1/52385: Perimeter = 340 Feet		
001=n43.0225e 19.98	003=s42.4056w 19.94	
002=s46.5007e 150.16	004=n46.5058w 150.29	

Item # 19

EXHIBIT "B"

County: Hays
Parcel No.: 7(E)
Highway: F.M. 150
Limits: From IH 35 to 0.2 miles west of Old Post Road
Construction C.S.J.: 0805-01-017
Right of Way C.S.J.: 0805-01-018

Property Description for Parcel 7(E)

DESCRIPTION OF A 0.002 ACRE (79 SQUARE FEET) TRACT OF LAND IN THE Z. HINTON SURVEY, ABSTRACT NO. 220, HAYS COUNTY, TEXAS AND BEING A PART OF THAT 1.10 ACRE TRACT, CONVEYED TO PUBLIC FOR ANIMAL WELFARE INC., A TEXAS NON-PROFIT CORPORATION, BY SPECIAL WARRANTY DEED DATED DECEMBER 18, 1990 AND RECORDED IN VOLUME 856, PAGE 106 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.002 ACRE TRACT, AS SHOWN ON ACCOMPANYING RIGHT-OF-WAY SKETCH PREPARED THIS DATE BY CHAPARRAL FOR THIS PARCEL, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod with TXDOT aluminum cap set in the proposed southwest right-of-way line of Farm to Market (FM) 150, being in the northwest line of said 1.10 acre tract, also being in the southeast line of a 5.125 acre tract conveyed to MNT & S Development, Ltd., by General Warranty Deed dated December 15, 2008 and recorded in Volume 3555, Page 548 of the Official Public Records of Hays County, Texas and also being 60.00 feet right of F.M. 150 centerline station 81+83.37;

1. THENCE, S46°50'58"E, with the proposed southwest right-of-way line of F.M. 150, over and across said 1.10 acre tract, a distance of 6.17 feet to a 1/2" iron rod with TXDOT aluminum cap set;
2. THENCE, S26°19'07"W, continuing over and across said 1.10 acre tract, a distance of 6.53 feet to a 1/2" iron rod with TXDOT aluminum cap set 66.25 feet right of F.M. 150 centerline station 81+91.43;
3. THENCE, S86°05'52"W, continuing over and across said 1.10 acre tract, a distance of 11.80 feet to a 1/2" iron rod with TXDOT aluminum cap set in the northwest line of said 1.10 acre tract, being the southeast line of said 5.125 acre tract and also being 74.88 feet right of F.M. 150 centerline station 81+83.39, from which a 1/2" iron rod with "RPLS #4341" aluminum cap found, bears S43°03'25"W, a distance of 285.24 feet, for a POINT OF REFERENCE;

Item # 19

EXHIBIT "B"

4. THENCE, N43°03'25"E, with the northwest line of said 1.10 acre tract, being southeast line of the 5.125 acre tract, passing a 1/2" rebar with "RPLS #4341" plastic cap found at a distance of 9.64 feet and continuing for a total distance of 14.88 feet to the POINT OF BEGINNING, containing within these metes and bounds 0.002 acre (79 square feet) of land area more or less.

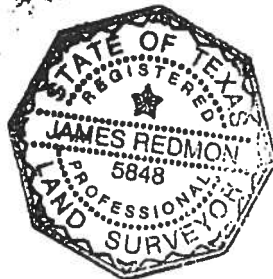
Bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83 (93) HARN South Central Zone. All coordinates and distances shown hereon are project surface values, expressed in units of U.S. survey feet, using a combined scale factor of 1.00011 exactly.


STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, James Redmon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10 day of March, 2010.

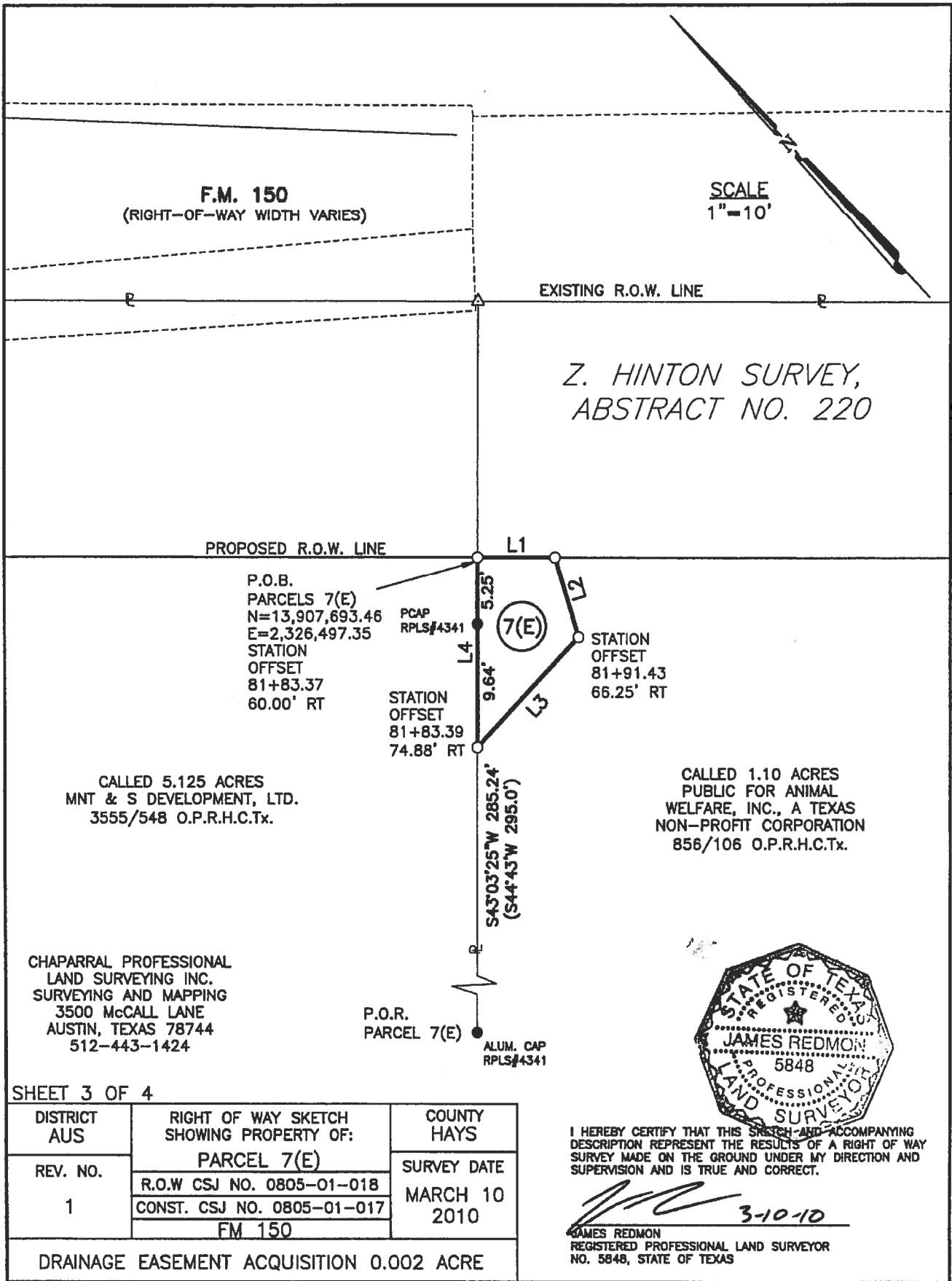
Chaparral Professional
Land Surveying Inc.
3500 McCall Lane
Austin, Texas 78744




James Redmon
Registered Professional
Land Surveyor
No. 5848 - State of Texas

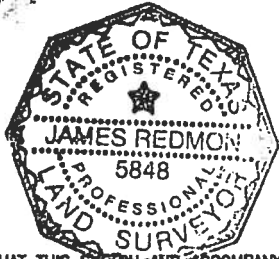
Item # 19

Ex. "B"



Item # 19

EXHIBIT



I HEREBY CERTIFY THAT THIS SKETCH AND ACCOMPANYING DESCRIPTION REPRESENT THE RESULTS OF A RIGHT OF WAY SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT.

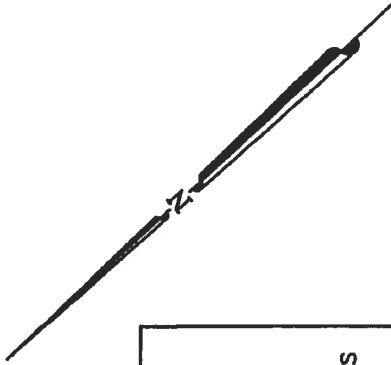
James Redmon
3-10-10
JAMES REDMON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5848, STATE OF TEXAS

SHEET 3 OF 4

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7(E)	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE MARCH 10 2010
DRAINAGE EASEMENT ACQUISITION 0.002 ACRE		

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊗ TXDOT TYPE II MONUMENT SET
- 2" PIPE FOUND UNLESS NOTED
- 1/2" REBAR SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊕ CONTROL POINT, DETAILS NOTED
- ⊙ CALCULATED POINT
- ▲ MAG NAIL FOUND UNLESS NOTED
- ⊔ PROPERTY LINE
- ⊔ CENTER LINE
- () RECORD INFORMATION
- (123) PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.H.C.Tx. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- O.R.H.C.Tx. OFFICIAL RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.Tx. PLAT RECORDS HAYS COUNTY, TEXAS
- D.R.H.C.Tx. DEED RECORDS HAYS COUNTY, TEXAS
- R.P.R.H.C.Tx. REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
- PCAP STAMPED PLASTIC CAP, STAMP NOTED IF LEGIBLE



CALLED 1.10 ACRES
PARENT TRACT
INSET
N.T.S.

LINE TABLE		
No.	BEARING	LENGTH
L1	S46°50'58"E	6.17'
L2	S26°19'07"W	6.53'
L3	S86°05'52"W	11.80'
L4	N43°03'25"E	14.88'

THIS PROJECT IS REFERENCED FOR BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH AMERICAN DATUM OF 1983 (NAD83) SOUTH CENTRAL ZONE (4204), 1993 ADJUSTMENT EPOCH (HARN), BASED UPON TEXAS DEPARTMENT OF TRANSPORTATION (TX.D.O.T.) MONUMENTS AS LISTED ON SHEET 2 HEREIN ALL DISTANCES AND COORDINATES SHOWN HEREIN ARE PROJECT SURFACE VALUES, EXPRESSED IN UNITS OF U.S. SURVEY FEET, USING A COMBINED SCALE FACTOR OF 1.00011 EXACTLY.

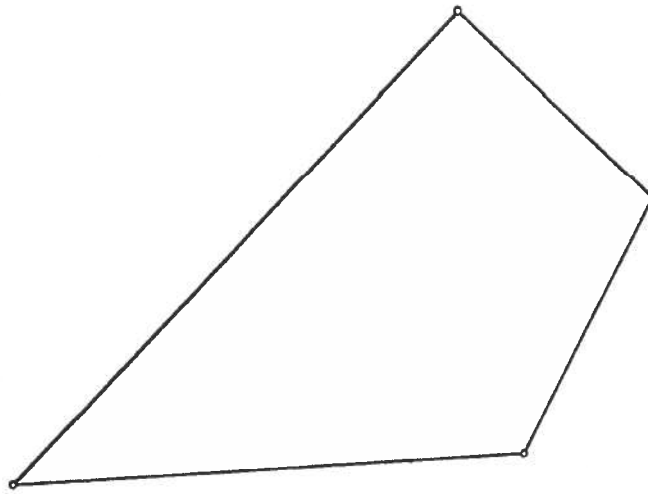
OWNERSHIP INFORMATION SHOWN ON THIS R.O.W. SURVEY WAS OBTAINED FROM PUBLIC RECORDS BY THE SURVEYOR WITHOUT THE BENEFIT OF TITLE REPORTS OR ABSTRACTING AND DOES NOT REFLECT ALL EASEMENTS OR OTHER INSTRUMENTS THAT AFFECT THE ADJOINING TRACTS.

CHAPARRAL PROFESSIONAL LAND SURVEYING INC.
SURVEYING AND MAPPING
3500 McCALL LANE
AUSTIN, TEXAS 78744
TEL: 512-443-1424

SHEET 4 OF 4

DISTRICT AUS	RIGHT OF WAY SKETCH SHOWING PROPERTY OF: PARCEL 7(E)	COUNTY HAYS
REV. NO. 1	R.O.W CSJ NO. 0805-01-018 CONST. CSJ NO. 0805-01-017 FM 150	SURVEY DATE MARCH 10 2010
DRAINAGE EASEMENT ACQUISITION 0.002 ACRE		

Ex. "B"



Item # 19

Title:		Date: 01-08-2010
Scale: 1 inch = 4 feet	File: 658-001-DE7.des	
Tract 1: 0.002 Acres: 79 Sq Feet: Closure = n65.0405e 0.01 Feet: Precision = 1/4778: Perimeter = 39 Feet		
001=s46.5058e 6.17	003=s86.0552w 11.80	
002=s26.1907w 6.53	004=n43.0325e 14.88	

Exhibit "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

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WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects; and

WHEREAS, Hays County, a political subdivision of the State of Texas, has been authorized under the Texas Transportation Code, Chapter 222 to develop, construct, and operate a project on the state highway system on behalf of the State of Texas; and

WHEREAS, Hays County and the State of Texas, entered into an interlocal agreement establishing their respective responsibilities regarding the improvement of RM 150;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the _____ of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of _____ to Grantors in hand paid by the **COUNTY OF HAYS**, State of Texas, hereinafter referred to as Grantees, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the County of Hays, all that certain tract or parcel of land lying and being situated in the County of Hays, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described to wit: N/A

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by

Item # 19

Exhibit "C"

Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "B", SAVE AND EXCEPT in the event access, or access points may be specifically allowed or permitted in said Exhibit "B", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hays and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hays and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

Name

Item # 19

FOR EXHIBIT

Exhibit "C"

Acknowledgement

State of Texas §
County of _____ §

This instrument was acknowledged before me on _____ 2011
by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO :

Lockwood, Andrews, and Newnam, Inc.
400 W. Hopkins, Ste 203
San Marcos, TX 78666

FOR EXHIBIT PURPOSES ONLY

Item # 19

Exhibit "C"

ACCESS CLAUSE TO BE INCLUDED AS "EXHIBIT "B"

Access will be permitted to the highway facility from the remainder of the property lying south of RM 150.

FOR EXHIBIT PURPOSES ONLY

Exhibit "D"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DRAINAGE EASEMENT FOR HIGHWAY PURPOSES

THE STATE OF TEXAS §
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

That, of the County of , State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Dollars (\$) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of , State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit "A"; SAVE and EXCEPT,

HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the aforesaid property, to wit:

Grantors covenant and agree to remove the above-described improvements from said land by the day of , subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement, may be removed from said premises by the State.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the State of Texas, its successors and

Item # 19

Exhibit "D"

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____

by _____

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

of _____, a _____

corporation, on behalf of said Corporation.

Notary Public's Signature

FOR EXHIBIT PURPOSES ONLY

Item # 19

1.2 Obligation of TxDOT. TxDOT will be responsible for letting and managing the Project.

2. Party Obligations.

2.1 City Payment. The City shall be obligated to pay Four Million, Five-Hundred-Thousand Dollars (\$4,500,000) as its share of the Project Costs. This payment shall be due on or before sixty (60) days prior to the TxDOT letting of the Project, or within thirty (30) days of the Effective Date of this Amended Agreement, whichever is later. This payment represents the City's contribution of Three Million Dollars (\$3,000,000.00 USD) toward Project construction costs and One Million, Five-Hundred-Thousand Dollars (\$1,500,000.00 USD) toward Right of Way Acquisition on the Project.

2.2 County Payment. The County shall be responsible for all costs related to the environmental permitting, project design, acquisition of right-of-way, and construction costs for the RM 150 Project (except for the City's obligation to acquire right-of-way for the RM 150 realignment, cited in Section 2.1, above).

2.3 Pro-Rata Reimbursement. Each Party shall be responsible for an amount that is equal to that Party's pro rata contribution to the Project Costs. The pro rata contribution for the City under this Amended Agreement is 47.37%. The pro rata contribution for the County under this Amended Agreement is 52.63%. If final project costs are less than the Project Costs cited in Section 1.1, above, and the amount a Party has contributed toward total project costs exceeds that Party's pro rata contribution, then that Party shall be reimbursed whatever amount necessary to bring that Party's pro rata contribution back to the percentage cited in this Section.

2.4 Additional Pro-Rata Contribution. Each Party shall be responsible for an amount that is equal to that Party's pro rata contribution to the Project Costs. The pro rata contribution for the City under this Amended Agreement is 47.37%. The pro rata contribution for the County under this Amended Agreement is 52.63%. If final project costs are *more* than the Project Costs cited in Section 1.1, above, then the City shall be obligated to pay 47.37% of final project costs, even though that amount exceeds Four Million, Five-Hundred-Thousand Dollars (\$4,500,000 USD). If, at the time of substantial completion of the Project, it is determined that the City owes additional funding under this Section, then the County shall provide written notification of the amount owed in writing, along with a written accounting of the Project expenditures. The City shall pay the difference to the County within Sixty (60) days of such written notification.

2.5 Removal of Utilities Improvements. The Parties agree that, should the primary landowner associated with right-of-way acquisition for this project not agree to a donation or bargain sale of the right-of-way property, then the specified utility and drainage improvements that would otherwise facilitate development of that landowner's property may be removed from project specifications and the Project Costs may be reduced to reflect that change in specifications.

B.**MISCELLANEOUS PROVISIONS**

1. **Execution.** This Amended Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Amended Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Amended Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Amended Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Amended Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Amended Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Amended Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Amended Agreement.
9. **Venue.** All obligations of the Parties are performable in Hays County, Texas and venue for any action arising hereunder will be in Hays County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Amended Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Amended Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and

continuing, will not be merged, and will survive the termination or expiration of this Amended Agreement.

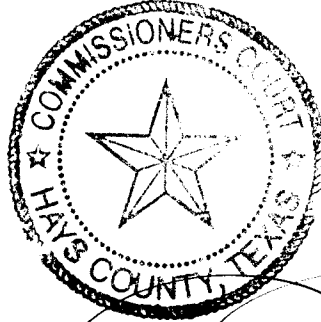
12. **Exhibits.** All exhibits attached to this Amended Agreement are hereby incorporated in this Amended Agreement as if the same were set forth in full in the body of this Amended Agreement.
13. **Entire Amended Agreement.** This Amended Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or Amended Agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Amended Agreement shall automatically terminate if a contract for the Project is not awarded within three (3) years after this Amended Agreement is executed by both parties.
15. **City's Right to Audit.** City reserves the right to conduct, or to appoint others to conduct, examinations, at City's expense, with twenty-four (24) hour notice, of the books and records maintained for County, and to perform any and all additional audit tests relating to pro rata contribution required to be paid for by the City.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

HAYS COUNTY

By: Bert Cobb
Judge Bert Cobb, M.D.
County Judge

Date: 1-18-2012



ATTEST: Liz Q. Gonzalez deputy
Liz Q. Gonzalez, Hays County Clerk

CITY OF KYLE, TEXAS

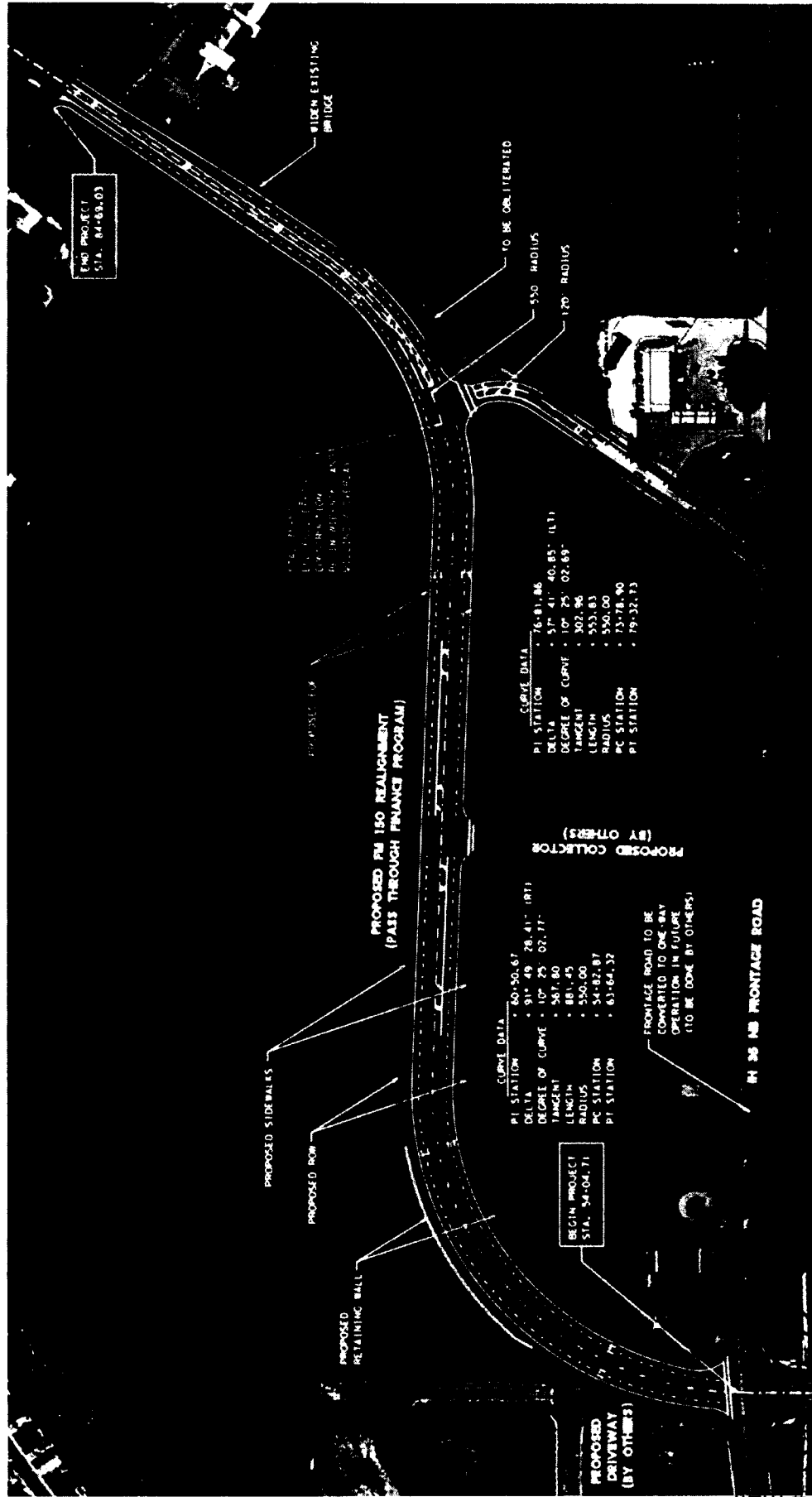
By: Lanny Lambert
Lanny Lambert
City Manager

Date: 1-10-2012

ATTEST: Amelia Proch
Kyle City Clerk

Exhibit "A"
Project Depiction

RM 150 Realignment



City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: March 5, 2013
CONTACT CITY DEPARTMENT: Engineering
CONTACT CITY STAFF: Steven Widacki, City Engineer

SUBJECT: Authorize the City Manager to issue reimbursement payment #1 to Hays County in the amount of \$1,730,015.51 for right-of-way acquisitions and related services in accordance with the interlocal agreement for the RM 150 improvements project.

CURRENT YEAR FISCAL IMPACT:

A total of 1,730,015.51 will be disbursed in FY 2012-13 for the first reimbursement payment to Hays County under the interlocal agreement for the RM 150 improvements projects as follows.

1. City Department:	Engineering
2. Project Name:	RM 150 Reimbursement Request #1
3. Budget/Accounting Code(s):	115-664-57144
4. Funding Source:	RM 150 Lot Fee Fund
5. Current Appropriation:	\$ 268,268.00
6. Unencumbered Balance:	\$ 268,268.00
7. Amount of This Action:	<u>\$ (268,268.00)</u>
8. Remaining Balance:	<u>\$ 0.00</u>
9. Budget/Accounting Code(s):	184-664-57144
10. Funding Source:	2008 CO Bond Fund
11. Current Appropriation:	\$ 4,231,732.00
12. Unencumbered Balance:	\$ 4,229,295.20
13. Amount of This Action:	<u>\$(1,461,747.51)</u>
14. Remaining Balance:	<u>\$ 2,767,547.69</u>


FUNDING SOURCE OF THIS ACTION:

The funding for reimbursement payment #1 to Hays County for the right-of-way acquisitions and related services associated with the RM 150 improvements project will be provided from two separate sources; RM 150 Lot Fee Fund and 2008 CO Bond Fund as outlined above.

ADDITIONAL INFORMATION/COUNCIL ACTION:

February 7, 2012: City Council approved the 1st amended and restated interlocal agreement between Hays County and the City of Kyle for the RM 150 improvements project.

February 21, 2012: City Council approved the funding plan providing \$4,500,000.00 for the City's share of estimated costs for the RM 150 improvements project.

 2/27/2013

Perwez A. Moheet, CPA - Date
Director of Finance

Item # 19



CITY OF KYLE, TEXAS

Joint Election Agreement

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Consideration and Possible Action to Approve the Joint Election Agreement by and between the City of Kyle and North Hays County Municipal Utility District No. 1 ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Joint Election Agreement](#)

JOINT ELECTION AGREEMENT

WHEREAS, the City of Kyle and North Hays County Municipal Utility District No. 1, each of which is a political subdivision in the State of Texas and hereinafter referred to individually as the “Participating Entity” and collectively as the “Participating Entities,” require elections to be held on May 11, 2013;

WHEREAS, pursuant to Section 271.002 of the Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory;

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested;

WHEREAS, it would be to the benefit of each of the Participating Entities and the citizens and voters thereof to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible; and

WHEREAS, pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, each of the Participating Entities has entered into an election services agreement with Hays County (the “County”) for the Hays County Election Administrator, as the County’s Election Officer, to conduct elections, including runoffs, for each of the Participating Entities and for the Participating Entities’ use of Hays County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all elections of the Participating Entities;

NOW, THEREFORE, pursuant to Chapter 31 and Sections 271.002 and 271.003 of the Texas Election Code and Chapter 791 of the Texas Government Code, this Joint Election Agreement is entered into by and between each of the Participating Entities acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This Joint Election Agreement covers the conduct of the elections that will be held by the Participating Entities on May 11, 2013. The Participating Entities will hold these elections on May 11, 2013 (“Election Day”) jointly for the voters in their respective corporate boundaries.

II. Election Officer

The Participating Entities each acknowledge that pursuant to each Participating Entity’s election services agreement with Hays County, the Election Officer for Hays County has been appointed to serve as each Participating Entity’s Election Officer and Early Voting Clerk to coordinate,

supervise, and conduct all aspects of administering voting in each Participating Entity's elections.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Early voting for the Participating Entities shall be conducted at the dates, times, and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. Pursuant to each Participating Entity's election services agreement with Hays County, the County will provide a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body of the Participating Entity in accordance with Texas Election Code Chapter 85 and for submission by each respective governing body to the U.S. Department of Justice for review of any early voting changes.

2. Pursuant to each Participating Entity's election services agreement with Hays County, the Election Officer for Hays County shall serve as the Joint Early Voting Clerk for the joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by mail and by personal appearance for all Hays County voters voting in the Joint Election. The Joint Early Voting Clerk shall receive from each Participating Entity's Regular Early Voting Clerk applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the early voting locations.

3. Pursuant to each Participating Entity's election services agreement with Hays County, the County will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Election. The County will name early voting deputies and clerks employed in the conduct of early voting.

4. Pursuant to each Participating Entity's election services agreement with Hays County, the County will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. Pursuant to each Participating Entity's election services agreement with Hays County, the County will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The County shall perform all tests of voting equipment as required, including but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Participating Entities appoint the Hays County Election Administrator, as the Joint Custodian of Records (“Joint Custodian”) for the sole purpose of preserving all voted ballots securely in a locked room in locked ballot boxes for the period for preservation required by the Election Code.

7. Pursuant to each Participating Entity’s election services agreement with Hays County, the County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include said language. The County will provide each Participating Entity with a final proof of ballot language for approval prior to printing ballots. Upon final proof approval, ballots shall be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program and the ballot mail-outs for the Early Voting by Mail Program.

8. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

9. Pursuant to each Participating Entity’s election services agreement with Hays County, the County will be responsible for the conduct of the Early Voting Ballot Board. The County shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The Presiding Judge for the Early Voting Ballot Board is eligible to serve in this capacity. The Presiding Judge for the Early Voting Ballot Board shall appoint two or more election clerks, and such Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

B. Responsibilities of Participating Entities

1. Each Participating Entity shall appoint a qualified person to serve as the Regular Early Voting Clerk (“Regular Early Voting Clerk”) for the Participating Entity. The Regular Early Voting Clerk for each respective Participating Entity shall receive requests for applications for early voting ballots to be voted by mail and shall forward in a timely manner as prescribed by law any and all applications for early voting ballots to be voted by mail received in the Entity’s office to the Joint Early Voting Clerk.

2. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Pursuant to each Participating Entity’s election services agreement with Hays County, each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. Any additions, modifications, deletions, or other changes to such ballot contents or language must be made by the Entity prior to final proof approval by the Participating Entity. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof

approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. Pursuant to each Participating Entity's election services agreement with Hays County, the County shall designate and confirm all Election Day polling place locations for the Joint Election, and shall forward such information to the Participating Entities in a timely fashion to allow the governing body of each of the respective Participating Entities to enter orders designating such polling places and for each of the Entities to submit to the U.S. Department of Justice for review prior to Election Day.

2. Pursuant to each Participating Entity's election services agreement with Hays County, the County shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in the precinct in which a common polling place is to be used and shall forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Hays County Election Precinct in which the joint election is held. The Presiding Election Judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in the conduct of the election at the precinct polling place. The Alternate Presiding Election Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge for the precinct in the absence of the Presiding Election Judge. Election Judges and clerks shall be compensated at the rate established hereafter by the County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of election officials shall preside over the election in the precinct in which a common polling place is used. The officer designated by law to be the custodian of the voted ballots for the County shall be custodian of all materials used in common in the precinct where a common polling place is used. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. Pursuant to each Participating Entity's election services agreement with Hays County, the County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for Election Judges and Alternate Judges is mandatory, and these individuals will be compensated for their time in training.

5. Pursuant to each Participating Entity's election services agreement with Hays County, the County will arrange for Election Day voter registration precinct lists for the Joint

Election. The County will determine the quantities of election supplies needed for Election Day voting.

6. Pursuant to each Participating Entity's election services agreement with Hays County, the County, by and through the County Election Administrator Division, and Administrative Operations, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters, with designation of registered voters in each Participating Entity, for use at the Joint Election polling place on Election Day.

8. The final returns for each Participating Entity shall be canvassed separately by each respective Participating Entity. The Custodian of Records for the County shall maintain a return center on Election Day for the purpose of receiving returns. The Hays County Election Administrator will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. Pursuant to each Participating Entity's election services agreement with Hays County, the County shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process in the Territory covered by this Agreement.

B. Participating Entity Responsibilities

1. Prior to Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's Election during regular office hours.

2. The Custodian of Records for each Participating Entity shall receive returns from Dana DeBeauvoir on Election Day.

V. **Election Night**

A. County Responsibilities

1. Pursuant to each Participating Entity's election services agreement with Hays County, the County holds responsibility for all activities on election night including, but not limited to, setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Election, and coordination and management of media coverage of the election.

2. Pursuant to each Participating Entity's election services agreement with Hays County, the County will arrange for the transportation of voted ballot boxes to the central counting station.

3. Pursuant to each Participating Entity's election services agreement with Hays County, the County will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties required by the Texas Election Code, and shall forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the County to serve as Presiding and Alternate Judge of the Central Counting Station. The Presiding Judge of the Central Counting Station may appoint clerks to serve at the Central Counting Station. In addition, the County shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager, and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the County to serve as Tabulation Supervisor, Central Counting Station Manager, and Assistant Counting Station Manager.

4. Pursuant to each Participating Entity's election services agreement with Hays County, the County shall provide the Participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entity Responsibilities

1. Other than receiving returns from the Joint Election Officer, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

1. Pursuant to each Participating Entity's election services agreement with Hays County, the County shall provide the Elections Division permanent staff and offices to administer the Joint Election, under the direction of the Hays County Election Administrator.

2. For early voting, the County will provide, pursuant to each Participating Entity's election services agreement with Hays County, a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will provide transportation of such ballot boxes to the Central Counting Station for the Early Voting Ballot Board.

3. Pursuant to each Participating Entity's election services agreement with Hays County, the County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

VII. General Provisions

A. Legal Notices

Each of the Participating Entities shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and all expenses related thereto. ***Each of the Participating Entities shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice.*** The Joint Election Officer will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to her or her office. Each of the Participating Entities shall be individually responsible for posting or publication of election notices and all expenses related thereto. Each of the Participating Entities further shall be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this Agreement.

B. Communications

Throughout the term of this Agreement, the Participating Entities and the County will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, the County Elections Administrator, elections division staff members, and other election workers shall meet with the designated representative of each Participating Entity to discuss and resolve any problems which might arise regarding the Joint Election.

C. Custodian

The Hays County Election Officer, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Joint Election.

D. Effective Date

This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.

VIII. Miscellaneous Provisions

A. Except as otherwise provided herein, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto.

B. Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party.

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

C. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

D. Entire Agreement

This Agreement contains the entire agreement of the Participating Entities relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements. Any prior agreements, promises, negotiations, or representations between the Participating Entities not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

E. Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, the parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

F. Breach

In the event that any Participating Entity breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

G. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this Agreement shall be made from current revenue funds available to the governing body of the respective Participating Entity.

H. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

I. Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. Hays County Not a Party

The Participating Entities expressly understand and acknowledge that Hays County is not a party to this Joint Election Agreement and that any recitals relating to any responsibilities of Hays County with respect to election services agreements are merely restatements made for the convenience of the Participating Entities and do not change the respective rights and obligations of Hays County or of each Participating Entity with respect to its respective election services agreement.

K. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of this ____ day of _____, 2013.

PARTICIPATING ENTITIES

CITY OF KYLE:

By: _____
Name: _____
Title: _____
Date: _____

NORTH HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1:

By: _____
Name: _____
Title: _____
Date: _____



CITY OF KYLE, TEXAS

Naming of Public Facilities Policy

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Consideration and Possible Action to Approve the Naming of Public Facilities Policy ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Naming of Public Facilities Policy](#)

City of Kyle Naming of Public Facilities Policy

Policy

It is the policy of the City of Kyle that the naming of new and renaming of city facilities be reserved for exceptional circumstances and that the naming process comply with the guidelines and procedures set forth in this policy.

Purpose

These policies and procedures are intended to guide any individual or community group that is interested in having a city facility named for a significant person, event, or place. Any individual, group, or business that is interested in having their significant donation named.

Naming Potentials

<p>Major Features:</p> <ul style="list-style-type: none"> Parks & Recreation facilities ball fields pools tennis courts playgrounds fountains artwork lakes rooms streets buildings 	<p>Minor Features:</p> <ul style="list-style-type: none"> Benches fountains tables trees furniture windows, etc.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Background and Principles

Naming or renaming public facilities in the City of Kyle (the City) is often complex and emotionally evocative since naming is a powerful and permanent identity for a public place. The names of parks, Buildings, and Major Features tell the important stories of Kyle's history. In addition, Kyle has limited public resources for changing names on signs, maps, and literature, and excessive naming of individual features in parks and recreational facilities can be confusing to the public. Approval of naming requests is a prestigious, cautious process that typically involves the Kyle City Council. Consequently, the process for naming or renaming these public places needs to be carefully and thoughtfully undertaken and only when appropriate.

The policy of the city is to reserve the naming or renaming of city facilities to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy for the community. To this end, the City

of Kyle supports consideration of naming requests in the following three broad categories:

Exceptional individuals. Sometimes recognition of an exceptional City leader or a dedicated supporter of the City of Kyle can result in a community supported renaming of an existing or naming of a new public facility.

Historic Events, Places, and Persons. The history of a major event or place or historic persons can play an important role in the naming or renaming of public facilities. The public often expresses a strong desire to preserve and honor the history of the City, its founders, pioneers, and other historical figures, its Native American heritage, and its local landmarks and prominent geographical locations by giving certain public facilities names of historic, social and cultural significance.

Major Gifts. The City has benefited from a rich legacy of community generosity. Over the decades Kyle residents and businesses have given gifts of their time and skills, their resources and products, and their money. Public and private foundations, too, have invested deeply in the community. There are occasions when, upon the request of the donor, another party or an extraordinary gift may be acknowledged by permanent naming.

General Principles

In considering any proposal to name or rename a public facility or Major Feature, the following questions should be considered individually and collectively:

- a) Will the name have historical, cultural and social significance for generations to come?
- b) Will the name engender a strong and positive image?
- c) Will the name memorialize or commemorate people, places or events that are of enduring importance to the community or the nation?
- d) Will the name engender significant ties of friendship and mutual recognition and support within the community or with those outside of the community?
- e) Will the name be identified with some major achievement or the advancement of the public good within the community or the nation?
- f) Will the name be particularly suitable for the facility based on the location or history of the facility or the surrounding neighborhood?
- g) Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the facility?
- h) Will the naming request that accompanies a financial gift result in the undue commercialization of the facility?

Renaming Public Facilities

Proposals to rename public facilities are not encouraged and should be entertained only after fully investigating and considering the potential impact of dropping the current name. Names that have become ingrained or widely accepted in the community should

not be abandoned unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly-used place names should be preserved wherever possible.

Naming or Renaming for Exceptional Individuals

The following guidelines apply to **naming or renaming** requests that result from either a community process or major gift.

Naming of public facilities is encouraged only for persons who has historical significance and good reputation have been secured in the history and lore of the community or the nation.

Priority for naming parks and recreational facilities after deceased persons should be given in the following order to those who have significant and lasting contributions to the City of Kyle. Naming buildings after national or international figures should be rare and only upon a substantial demonstration of the figure's connection to or special importance in the Kyle community or the State of Texas.

Naming of public facilities after people or a group of people who perish in or survive a tragic event or war should be considered only after the public shock generated by the tragic event or war has lessened. Potential sites for such memorials should be focused on facilities that are more known for their serene and contemplative nature rather than active recreational locations, such as playing fields and recreation centers. Emphasis should be placed on the contributions or heroic actions of these people during their lifetime, rather than the circumstances of their death or survivorship.

Naming and Renaming for Historic Events, Places, and Persons

When a public facility is located near or otherwise associated with events, places, and people of historic, cultural, or social significance, it is appropriate to consider naming such public facility after such events, places and people. The relationship of the public facility to the events, places, and people of historic, cultural, or social significance should be demonstrated through research and documentation. The appropriateness of naming the facility after such an event, place, or people is further supported if people of Kyle or the surrounding neighborhood have already identified the public facility with the name of the event, place, or people.

Naming and Renaming for Major Gifts

Typically, the donation of gifts to the City of Kyle should be reward in itself, with recognition being given by the City only. On a rare occasion, a gift will be made to the City of a facility that is of such magnitude and generosity that naming of such new public facility in honor of or at the request of the benefactor will be considered. Any request to rename an existing facility that associated with a major gift to expand or refurbish that facility must meet these guidelines in and is discouraged.

Threshold. As a guideline but not a limitation, the threshold for naming rights on public facilities would include one or preferably more of the following: 1) deed to the City most if not all of the land on which the facility to be named will be situated; 2) payment of one-half or more of the capital costs of constructing the facility to be named (depending on the availability of matching funds or grants); 3) some long-term endowment for the repair and maintenance of the donated facility; and 4) the provision of significant program costs for facilities that will serve the city's program needs.

Likewise, as a guideline but not a limitation, the threshold for naming rights on major Features would include one or preferably more of the following:

- 1) payment of the capital costs for constructing and installing a Major Feature;
- 2) some long-term endowment for the repair and maintenance of the donated Major Feature; and
- 3) the provision of significant program costs for any Major Feature giving rise to or supporting a parks and recreation program.

Naming for Persons

Benefactors seeking naming rights for major gifts will be encouraged to follow the guidelines in the policy on Persons with respect to naming of public facilities after persons. An exception will be considered on its own merits. A Major Feature that has been donated or refurbished may be named for a living person(s) provided that said person(s) is of good reputation. Whatever contract accompanies the gift and naming rights should address all conditions applying to the naming, including time limits for naming of features. However, in addition, the City of Kyle reserves the right to rename any Major Feature if the person for whom it is named turns out to be disreputable or subsequently acts in a disreputable way.

Naming of Entities

A corporation, association, and other legally created entity making a major gift may request that the name of that entity be associated with the name of the Major Feature which is the subject of the major gift. Each request is evaluated on its own merits and requires public input. In making a recommendation for a corporate name, the reputation of the company and community support should be considered. No corporate logos, brands, insignias, or direct advertising text may be used as part of any name association or naming. The City reserved the right to remove an entity name association on a Park or Building or to rename a Major Feature if the entity turns out to be disreputable or subsequently acts in a disreputable way.

Other Considerations

Typically, a facility should not be subdivided for the purposes of naming unless there are readily-identifiable physical divisions (major roads, waterways, rooms,

etc.) in the facility and other compelling reasons for having more than one name for a facility. This limitation on naming a facility should not prevent giving a different name for a trail, Building, or Major Feature located in or near the facility. However, care should be taken in giving a name to a trail, Building, or Major Feature that is different from the name of the facility so that confusion is not caused for the users of said differently named facilities.

Facilities that held by the City through a short-term lease or use agreement or improvements that have a limited life span or occupancy should not be named.

All signs on public facilities must meet the City's graphic and signage standards. No specialized signage will be displayed.

If a new facility is completed and no suggestion for a name has come from the community or in association with a gift, the City Council will recommend a name, using any organized public process (i.e. nominations, contest, etc.) that they decide upon.

Procedures for Community or Citizen Requests to Name or Rename a Park or Building

Applicant's Process. A city board or commission must compile an application and make a presentation to the City Council to recommend naming or renaming a public facility. Details of the process include:

- Written notification to the City Manager's Office to start the process. It should include a condensed version of the reasons for the request. Those 2-3 sentences will be included in the application language and template prepared by the city. The application can be picked up, mailed, or emailed:

City of Kyle
City Manager's Office
P. O. Box. 40
Kyle, TX 78640
(512) 262-1010

- A request to the appropriate City Council member or the City Manager's Office for the name of his or her City Council member. Citizens should work closely with their Board or Commission representative and keep the councilperson informed.
- A formal filing of the petitions with the City Council. The appropriate Board or Commission will be notified of the proposed action. The following criteria for the petition must be met:

a) The application should state the reasons for the proposed name.

- b) The application should show community support for the proposed name.
- c) The application should contain a description and/or map depiction of the boundaries of the facility to be named or renamed.
- d) The application may only be signed by persons living in the City and County of Kyle.

- A formal request to the City Manager's Office or Board or Commission representative that the proposal be put on the agenda for the next possible Advisory Board meeting.
- A formal presentation to the Advisory Board of the naming or renaming proposal.

City of Kyle Advisory Board Action:

- Within 45 days after the completed application is filed, the Board or Commission will determine whether or not to recommend the proposed new name to the City Manager and the Kyle City Council.
- The Board or Commission will not recommend a proposed name to the City Manager and the Kyle City Council unless the criteria set forth in this policy are met. An affirmative vote of a majority of a quorum of the Board is necessary to recommend approval of a new name.
- No Naming Ordinance shall be drafted unless the City Manager accepts the recommendation of the Board. The City Manager may opt to send the recommendation back to the Board for further consideration in light of concerns or issued the City Manager raises.

Naming the Ordinance:

- After the Board or Commission takes action (if the vote is favorable) and the City Manager approves the action, the department will request an ordinance for the naming/renaming (the Naming Ordinance). The Board or Commission should keep in contact with the department to track that process.
- If the Naming Ordinance is deemed acceptable, the Board or Commission sends the Naming Ordinance to City Council for introduction (1st Reading) and a vote (2nd Reading). A public hearing is strongly recommended and the councilperson should request it at the 1st reading and the applicant will need to coordinate speakers. After the 2nd reading and any public hearing, City Council will vote on the Ordinance.

Procedures for the Naming and Renaming of Parks, Buildings, and Major Features Associated with Major Gifts

- The City Manager will submit a proposal to the Board or Commission for the naming or renaming of any Major Feature that is associated with a major gift to the City.
- For naming or renaming a public facility, City Council approval through a Naming Ordinance is required (as provided above) following a favorable recommendation by the Board and City Manager's approval. A Public Hearing is strongly recommended.

DRAFT

**City of Kyle
Naming of Public Facilities Policy**

Proposal:

Significance of the name:

DRAFT

Impact on the Community:



CITY OF KYLE, TEXAS

Meeting Date: 3/5/2013
Date time: 7:00 PM

Texas Gas Service GRIP filing

Subject/Recommendation:

(First Reading) AN ORDINANCE SUSPENDING THE IMPLEMENTATION OF THE INTERIM RATE ADJUSTMENT UNDER SECTION 104.301 OF THE TEXAS UTILITIES CODE BY TEXAS GAS SERVICE COMPANY WITHIN THE CITY OF KYLE, TEXAS; REQUESTING REIMBURSEMENT FOR THE CITY'S EXPENSES FOR HIRING CONSULTANTS TO ASSIST THE CITY IN ITS REVIEW AND CONSIDERATION OF THE RATE ADJUSTMENT; AND PROVIDING FOR AN EFFECTIVE DATE
~ Jerry Hendrix, Director of Community Development

Other Information:

Texas Gas Service, a division of ONEOK, Inc., has completed a Gas Reliability Infrastructure Program (GRIP) filing in Austin and in the other Central Texas service area (CTXSA) cities that it serves. Other cities include, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley and Westlake Hills.

This filing was made in compliance with the Texas Utilities Code Chapter 104, Section 104.301 that allows a gas utility to recover capital investments made during the interim period between formal rate case filings.

Operation and maintenance costs are not recovered through GRIP. GRIP rates must be based on reasonable increases in invested capital costs.

The filing notifies cities of Texas Gas Service's intent to increase rates by \$4,418,980 in the CTXSA which is based on their net increase in capital investment in the CTXSA. Based on company-provided information, the proposed assessment will increase the average monthly bill for customers, beginning April 12, 2013 and remain in effect until Texas Gas Service has recovered its costs in full.

The proposed average monthly increase is: Residential - \$1.38 or 4.5%; Commercial - \$5.18 or 5.1%; Large Commercial - \$59.13 or 2.6%; Industrial - \$26.32 or 3.6% and Large Industrial - \$71.46 or 2.1%.

The City has original jurisdiction over natural gas utilities serving Austin residents. As the local regulatory authority, the City Council has authority to suspend implementation of the proposed rate increase for up to 45 days to allow a complete and thorough review before final approval.

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The City of Austin has retained a rate consultant to evaluate reasonableness of the rate filing. In addition, the City of Austin is coordinating efforts with other cities in the CTXSA. Although not required by state law, Texas Gas Service has agreed to reimburse the City of Austin for related expenses and to then recover those costs from customers in their next full rate case filing.

Staff will bring a recommended action in May.

Budget Information: N/A

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Attachments / click to download

-  [TGS Suspension 2013 draft ord](#)
 -  [FSA Report - TGS GRIP 2012 4.23.12](#)
-

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING THE IMPLEMENTATION OF THE INTERIM RATE ADJUSTMENT UNDER SECTION 104.301 OF THE TEXAS UTILITIES CODE BY TEXAS GAS SERVICE COMPANY WITHIN THE CITY OF KYLE, TEXAS; REQUESTING REIMBURSEMENT FOR THE CITY'S EXPENSES FOR HIRING CONSULTANTS TO ASSIST THE CITY IN ITS REVIEW AND CONSIDERATION OF THE RATE ADJUSTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

PART 1. On February 11, 2013, Texas Gas Service Company ("TGS") filed with the City of Kyle, Texas (the "City") an Interim Rate Adjustment ("IRA") that would allow the Company to recover the incremental costs of the new investment it has made within its Central Texas Service Area ("CTXSA"). Parallel requests were filed by TGS that same day with all eight municipalities (Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley and West Lake Hills) in the CTXSA. If applied on a total system basis for the entire CTSA (all eight municipalities and their environs), the IRA would allow TGS to recover its capital invested in the CTXSA from January 1, 2012, through December 31, 2012, in the amount of \$4,418,980.00.

PART 2. TGS proposed an effective date of April 12, 2013 for the IRA.

PART 3. In support of the IRA, TGS has submitted the requisite supporting documentation, including Schedules, Earnings Report, and Investment Reports.

PART 4. Pursuant to Texas Utilities Code § 104.301(a), the City is authorized to suspend the implementation of the IRA for a period not to exceed 45 days beyond the effective date proposed by the Company.

PART 5. The City Council finds that it requires additional time to review and consider the IRA and supporting documentation filed by the Company.

PART 6. The City requests that TGS reimburse the City for its reasonable and necessary costs to engage rate consultants, accountants, auditors, attorneys, and engineers to conduct investigations, present evidence, advise, and represent the City regarding the IRA.

PART 7. The implementation of the IRA filed by TGS and the Company's proposed effective date of April 12, 2013, shall be and hereby are suspended within the City of _____ pursuant to Section 104.301(a) the Texas Utilities Code for 45 days (that is,

through May 27, 2013), or until adoption by the City Council of a final ordinance addressing the implementation of the IRA, whichever shall first occur.

PART 8. This ordinance takes effect on _____, 2013.

PASSED AND APPROVED

DRAFT



April 23, 2012

To: Ms. Rondella Hawkins
Manager of the Office of Telecommunications & Regulatory Affairs

From: Fox Smolen & Associates, Inc.

Re: Review and Analysis of Texas Gas Service Gas Reliability Infrastructure Program Rate Filing to the City of Austin dated February 10, 2012.

The purpose of this memorandum is to present the results of Fox Smolen & Associates (FSA) review and analysis of Texas Gas Service's (TGS) Gas Reliability Infrastructure Program (GRIP) filing to the City of Austin (COA) dated February 10, 2012. This memorandum discusses the Texas utility statute that governs TGS GRIP filing, TGS GRIP filing schedules and workpapers, FSA's review and analysis of the TGS GRIP filing and our findings and conclusions related to our review and analysis.

Executive Summary

After a complete and thorough review of the GRIP filing, FSA recommends that the COA approve and adopt TGS GRIP schedules and tariffs as submitted to the COA on February 10, 2012. The TGS rates for all customer classes from 2008 through 2011 are shown below. A detailed discussion of the filing and FSA's review is attached.

Rate Schedule - Customer Class	COA Approved Customer Charge		TGS Proposed 2011	TGS Proposed 2011	FSA Proposed 2011
	2008	2010	Interim Rate Adjustment	Customer Charge	Customer Charge
	(a)	(b)	(c)	(d)	(e)
<u>Gas Sales</u>					
10 - Residential	\$ 9.75	\$ 10.21	\$ 1.12	\$ 11.33	\$ 11.33
20 - Commercial	\$ 12.75	\$ 14.36	\$ 4.05	\$ 18.41	\$ 18.41
22 - Large Commercial	\$ 80.00	\$ 97.84	\$ 60.84	\$ 158.68	\$ 158.68
30 - Industrial	\$ 40.00	\$ 46.26	\$ 18.08	\$ 64.34	\$ 64.34
32 - Large Industrial	\$ 80.00	\$ 105.10	\$ 61.52	\$ 166.62	\$ 166.62
40 - Public Authority	\$ 20.00	\$ 22.22	\$ 5.71	\$ 27.93	\$ 27.93
42 - Large Public Authority	\$ 80.00	\$ 111.13	\$ 74.95	\$ 186.08	\$ 186.08
48 - Public Schools/Space Heating	\$ 40.00	\$ 46.86	\$ 17.31	\$ 64.17	\$ 64.17
CNG -1- Compressed Nat. Gas	\$ 25.00	\$ 29.27	\$ 9.67	\$ 38.94	\$ 38.94
<u>T-1 Standard Transportation</u>					
Commercial	\$ 75.00	\$ 86.38	\$ 27.04	\$ 113.42	\$ 113.42
Large Commercial	\$ 150.00	\$ 187.03	\$ 91.51	\$ 278.54	\$ 278.54
Industrial	\$ 80.00	\$ 97.61	\$ 42.72	\$ 140.33	\$ 140.33
Large Industrial	\$ 150.00	\$ 224.19	\$ 181.83	\$ 406.02	\$ 406.02
Public Authority	\$ 25.00	\$ 28.16	\$ 6.48	\$ 34.64	\$ 34.64
Large Public Authority	\$ 100.00	\$ 141.64	\$ 108.05	\$ 249.69	\$ 249.69
Public Schools/Space Heating	\$ 60.00	\$ 67.03	\$ 17.41	\$ 84.44	\$ 84.44
CNG -1- Compressed Nat. Gas	\$ 40.00	\$ 41.57	\$ 3.85	\$ 45.42	\$ 45.42

TGS current GRIP revenue requirement of \$3,775,205 is shown in Table 1 of this memorandum, and includes rate components allowed by Texas utility statutes including return on net plant investment (i.e., TGS Direct, Corporate and TGS Division), federal income tax expense, and other plant related costs

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including depreciation expense and ad valorem (i.e., property) tax expense for the period January 1, 2011 through January 31, 2011. The primary reason for the increase in TGS GRIP revenue requirement from that approved by the COA in TGS prior GRIP filing relates to the significant increase in net plant investment (i.e., TGS direct and corporate/division allocated plant in service and completed construction not classified plant) occurring during the period January 1, 2011 through December 31, 2011. TGS incurred over \$23.9 million of net plant additions during calendar year 2011 as shown on Table 1.

Table 1 – TGS Central Texas Revenue Requirement (GRIP Schedule 1)

Line No.	Description	Change through 12/31/2011		
		TGS Proposed	FSA Recommended	Difference
1	Change in Net Investment	\$ 23,922,153	\$ 23,922,153	\$ -
2	Aut. Return in most Recent Rate Case	8.40%	8.40%	-
3	Change in Return on Net Investment	\$ 2,009,545	\$ 2,009,545	\$ -
4	Change in Depreciation Expense	746,477	746,477	-
5	Change in Ad Valorem Tax	291,677	291,677	-
6	Change in Federal Income Taxes	727,507	727,507	-
7	Total Change in Revenue Requirement	\$ 3,775,205	\$ 3,775,205	\$ -

The costs associated with TGS plant investment for the central Texas service area are shown in plant investment reports filed by TGS as part of its COA GRIP rate application. The majority of the \$23.9 million of TGS net plant additions during calendar year 2011 relate to distribution and general plant assets recorded to the following Federal Energy Regulatory Commission (i.e., FERC) plant accounts:

- Acct. 376 - Mains
- Acct. 380 – Services
- Acct. 381 – Meters
- Acct. 391.9 – Computers and Electronic Equipment, and
- Acct. 397 – Communications Equipment.

In response to FSA data requests, TGS provided additional narrative descriptions of some of the specific types of direct and corporate/division allocated plant in service and completed construction projects benefiting central Texas service area customers and the rationale for such expenditures. TGS responses to FSA data request 1-4 and 1-5 are summarized in Appendix 1 of this memorandum. Appendix 2 compares TGS proposal rates for Residential and Commercial to rates of other Texas gas utilities.

All GRIP schedules are mathematically accurate and properly compute TGS central Texas GRIP revenue requirement and associated rate design to customer classes using the rate design methodology approved by the COA in TGS previous central Texas rate filing approved by the COA. FSA recommended revenue requirement applicable to the current central Texas service area for the period January 1, 2011 through December 31, 2011.

Review and Analysis of Texas Gas Service Gas Reliability Infrastructure Program Rate Filing to the City of Austin dated February 10, 2012

Background

Utility Statute Governing TGS GRIP Filing

TGS submitted a GRIP filing to the COA on February 10, 2012 requesting interim rate adjustments for increases in return (income) dollars and federal income tax expense resulting from TGS increases in TGS plant investment as well as increases in plant related costs such as depreciation expense, and property tax expense. These increases in TGS costs occurred subsequent to TGS most recent 2011 GRIP filing approved by the COA, and represent increases in costs incurred for the period January 1, 2011 through December 31, 2011. This GRIP filing represents TGS second GRIP filing under applicable utility statutes. The Texas Utilities Code (TUC) Section 103.301 titled *Interim Adjustment for Changes in Investment* governs the filing submitted by TGS. TUC §104.301 include the following provisions:

- A gas utility that has filed a rate case under Subchapter C within the preceding two years may file with the regulatory authority a tariff or rate schedule that provides for an interim adjustment in the utility's monthly customer charge or initial block rate to recover the cost of changes in the investment in service for gas utility services. The adjustment shall be allocated among the gas utility's classes of customers in the same manner as the cost of service was allocated among classes of customers in the utility's latest effective rates for the area in which the tariff or rate schedule is implemented.
- The gas utility shall file the tariff or rate schedule, or the annual adjustment under Subsection (c), with the regulatory authority at least 60 days before the proposed implementation date of the tariff, rate schedule, or annual adjustment. The gas utility shall provide notice of the tariff, rate schedule, or annual adjustment to affected customers by bill insert or direct mail not later than the 45th day after the date the utility files the tariff, rate schedule, or annual adjustment with the regulatory authority. During the 60-day period, the regulatory authority may act to suspend the implementation of the tariff, rate schedule, or annual adjustment for up to 45 days.
- The amount the gas utility shall adjust the utility's rates upward or downward under the tariff or rate schedule each calendar year is based on the difference between the value of the invested capital for the preceding calendar year and the value of the invested capital for the calendar year preceding that calendar year. The value of the invested capital is equal to the original cost of the investment at the time the investment was first dedicated to public use minus the accumulated depreciation related to that investment.
- A gas utility may only adjust the utility's rates under the tariff or rate schedule for the return on investment, depreciation expense, ad valorem taxes, revenue related taxes, and incremental

federal income taxes related to the difference in the value of the invested capital as determined under Subsection (b). The return on investment, depreciation, and incremental federal income tax factors used in the computation must be the same as the factors reflected in the final order issued by or settlement agreement approved by the regulatory authority establishing the gas utility's latest effective rates for the area in which the tariff or rate schedule is implemented.

- A gas utility that implements a tariff or rate schedule under this section shall file with the regulatory authority an annual report describing the investment projects completed and placed in service during the preceding calendar year and the investments retired or abandoned during the preceding calendar year. The annual report shall also state the cost, need, and customers benefited by the change in investment.
- In addition to the report required under Subsection (e), the gas utility shall file with the regulatory authority an annual earnings monitoring report demonstrating the utility's earnings during the preceding calendar year.
- If a gas utility that implements a tariff or rate schedule under this section does not file a rate case under Subchapter C before the fifth anniversary of the date on which the tariff or rate schedule takes effect, the gas utility shall file a rate case under that subchapter not later than the 180th day after that anniversary in relation to any rates subject to the tariff or rate schedule.

The COA has 60 days to review and evaluate the GRIP filing before revised rates may be implemented. In addition, the COA can suspend rate implementation for an additional 45 days. COA did suspend implementation of TGS rates to on or about May 25, 2012.

FSA Review and Analysis of TGS GRIP Filing

The COA engaged FSA to review and analyze TGS GRIP filing. The purpose of FSA's review and analysis of the TGS GRIP filing were to:

- Determine whether TGS is earning below its authorized rate of return on rate base for the twelve months ended December 31, 2011;
- Determine whether TGS GRIP filing was prepared in accordance with TUC GRIP filing statutes and requirements;
- Determine whether TGS direct GRIP project descriptions relate to TGS central Texas service areas and to the customers who benefited from such projects and that the project activity costs for the GRIP period (January 1, 2011 through December 31, 2011) were adequately reported in the TGS filing;



- Determine whether ONEOK Corporate and TGS Division project descriptions are reasonable and necessary as allocated to the TGS central Texas service area and to the customers who benefited from such projects and that the project activity costs for the GRIP period (January 1, 2011 through December 31, 2011) were adequately reported in the TGS filing;
- Determine whether plant asset account balances and related accumulated depreciation account balances at 12/31/08 and 12/31/11 were properly derived from the books, records, and/or fixed asset reports of TGS, ONEOK Corporate and TGS Division and reported in the TGS GRIP filing;
- Determine whether ratemaking adjustments related to TGS previous central Texas service area GRIP filing as approved by the COA were properly reflected in the current TGS GRIP filing as appropriate;
- Determine whether the ratemaking adjustments for the period January 1, 2011 through December 31, 2011 included in the GRIP filing are reasonable and necessary;
- Determine whether ONEOK Corporate and TGS Division allocation factors used to allocate plant asset balances to the central Texas service area were reasonable in relation to those factors used in TGS previous central Texas service area GRIP filing approved by the COA;
- Determine whether all TGS GRIP schedules, workpapers, and reports were mathematically accurate and computed the correct revenue requirement for the central Texas service area; and
- Determine whether the TGS central Texas service area revenue requirement as assigned to customer class was computed correctly based on the rate design methodology used in TGS previous central Texas service area GRIP filing as approved by the COA.

During the course of FSA's review and analysis of the TGS GRIP filing, FSA prepared and submitted two data requests containing 8 questions to TGS for response. The data requests primarily related to obtaining additional documentation in the form of detailed fixed asset accounting records to support plant asset balances shown in the GRIP filing as well as other questions, related to certain ratemaking adjustments included in the GRIP filing and the rate design used to allocate the GRIP revenue requirement for the central Texas service area. FSA notes that TGS provided complete and timely responses to all FSA data requests. We appreciate the prompt attention provided by TGS and ONEOK corporate representatives in responding to our data requests.

TGS GRIP Filing Schedules, Workpapers, and other Reports

To comply with the provisions of TUC §104.301, TGS filed certain schedules, workpapers, reports and revised customer tariffs (collectively referred to as the TGS GRIP filing) with the COA to implement new customer rates. The TGS GRIP schedules, workpapers, reports are described as follows:

- Schedule 1 – *TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 Summary* – this schedule summarizes the change in return resulting from increases in net plant investment, and changes in other costs including depreciation expense, ad valorem (i.e., property taxes) and federal income taxes.
- Schedule 2 – *TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 Change in Net Investment* - this schedule presents the change in net investment (i.e., gross plant in service and completed construction not classified less accumulated depreciation) summarized as intangible, distribution plant, and general plant.
 - *Schedule 2a -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Changes in Net Plant – Direct and Allocated Corporate and TGS Division* - this schedule presents the change in net plant (i.e., gross plant in service and completed construction not classified less accumulated depreciation) costs by primary Federal Energy Regulatory Account (FERC) Uniform System of Accounts classification for TGS direct and allocated ONEOK corporate and TGS division net plant costs.
 - *Schedule 2b -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Plant In Service (101) – Direct and Allocated Corporate and TGS Division* – this schedule presents the change in plant in service (i.e., Acct. 101) for TGS direct and ONEOK corporate and TGS division plant.
 - *WKP 2b.1 -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Changes in Plant In Service (101) – Direct* – this schedule presents the change in plant in service (i.e., Acct. 101) costs for TGS direct plant.
 - *WKP 2b.2 -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Changes in Plant In Service (101) – Direct* – this schedule presents the change in plant in service (i.e., Acct. 101) costs for ONEOK corporate and TGS division plant costs.
 - *Schedule 2c -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in CCNC (106) – Direct and Allocated Corporate and TGS Division* – this schedule presents the change in completed construction not classified costs (i.e., Acct. 106) for TGS direct and ONEOK corporate and TGS division costs.
 - *WKP 2c.1 -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in CCNC (106) – Direct* – this workpaper presents the change in completed construction not classified costs (i.e., Acct. 106) for TGS direct plant.

- *WKP 2c.2 -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in CCNC (106) – Allocated Corporate and TGS Division* – this workpaper presents the change in completed construction not classified costs (i.e., Acct. 106) for ONEOK corporate and TGS division plant.
 - *Schedule 2d -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Accumulated Depreciation and Amortization – Direct and Allocated Corporate and TGS Division* – this schedule presents the change in the accumulated depreciation and amortization account balances for TGS direct and ONEOK corporate and TGS division plant.
 - *WKP 2d.1 -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Accumulated Depreciation and Amortization) – Direct* – this workpaper presents the change in accumulated depreciation account balances for TGS direct plant.
 - *WKP 2d.2 -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Accumulated Depreciation and Amortization – Allocated Corporate and TGS Division* – this workpaper presents the change in accumulated depreciation account balances for ONEOK corporate and TGS division plant.
- *Schedule 3 - Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Depreciation and Amortization Expense – Direct and Allocated Corporate and TGS Division* – this schedule summarizes the net changes in depreciation and amortization account balances for plant in service and completed construction not classified plant for TGS direct and ONEOK corporate and TGS division plant.
 - *WKP 3a -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Depreciation and Amortization Expense – Direct* – this workpaper presents the change in accumulated depreciation account balances for TGS direct plant in service and completed construction not classified plant.
 - *WKP 3b -TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Accumulated Depreciation and Amortization – Allocated Corporate and TGS Division* – this workpaper presents the change in accumulated depreciation account balances for allocated ONEOK corporate plant in service accounts.
- *Schedule 4 – TGS Central Texas Service Area Interim Cost and Rate Adjustment December 31, 2011 – Cost of Capital* – this schedule shows the cost of capital and capital structure approved in the most recent central Texas rate case with test year ended 9/30/08 filed with the COA.



- *Schedule 5 – TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Ad Valorem Tax* – this schedule shows the computation of the 2010 effective property tax rate and the change in property taxes for the period January 1, 2011 through December 31, 2011.
- *Schedule 6 – TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2010 through December 31, 2011 – Change in Federal Income Tax* – this schedule shows the computations of the December 31, 2010 federal income tax expense as approved by the COA in the TGS last GRIP filing and the change in expense for the period January 1, 2011 through December 31, 2011.
 - *WKP 6a -TGS Central Texas Service Area Interim Cost and Rate Adjustment – Investment Tax Credit Amortization* – this workpaper shows the amortization of investment tax credits used in the calculation of federal income tax expense.
- *Schedule 7 – TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Change in Customer Charge by Customer Class* – this schedule shows the rate design computations to assign the GRIP revenue requirement to the customer charge for each customer class.
- *TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Investment Report – Summary of CTX Direct Plant in Service (101 & 106) Project Activity* – this report includes all plant in service and completed construction not classified project related to the central Texas service area and the costs incurred for each project for the period January 1, 2011 through December 31, 2011. Each project includes a project description as well as the customers benefiting from the project. This report also includes adjustments to plant costs related to TGS previous GRIP filing as approved by the COA.
- *TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Investment Report – Summary of Corporate Plant in Service (101 & 106) Project Activity* – this report includes all plant in service and completed construction not classified project activity related to ONEOK Corporate and the costs incurred for each project for the period January 1, 2011 through December 31, 2011 as allocated to the central Texas service area. Each project includes a project description as well as the customers benefiting from the project. This report also includes adjustments to project costs related to TGS previous GRIP filing approved by the COA, as well as other adjustments to project costs to recognize changes in corporate allocation percentages occurring between January 1, 2011 and December 31, 2011.
- *TGS Central Texas Service Area Interim Cost and Rate Adjustment Changes from January 1, 2011 through December 31, 2011 – Investment Report – Summary of TGS Division Plant in Service (101 &*



106) Project – this report includes all plant in service and completed construction not classified project activity related to TGS Division and the costs incurred for each project for the period January 1, 2011 through December 31, 2011, as allocated to the central Texas service area. Each project includes a project description as well as the customers benefiting for the project. This report also includes adjustments to project costs related to TGS previous GRIP filing approved the COA.

- *TGS Central Texas Service Area Interim Cost and Rate Adjustment Twelve Months Ended December 31, 2011 – Earnings Report* – this report together with supporting schedules and workpapers shows TGS calculations of its earned return on rate base for the twelve months ended December 31, 2011 for its central Texas service area. Schedule A shows that TGS earned return on rate base for the twelve months ended December 31, 2010 is 7.84% which is below the 8.40% allowed return approved in the most recent 9/30/08 TGS central Texas rate case and previous GRIP filing approved by the COA.

FSA Findings and Conclusions Related to TGS Central Texas GRIP Filing

Based on our review of the TGS GRIP filing including plant investment reports, earnings report and responses to all data requests, FSA concludes the following:

- The TGS earnings monitoring report for the central Texas service area for the twelve months ended December 31, 2011 indicates that the TGS earned return on rate base (i.e., 5.46%) is below the authorized rate of return on rate base authorized and approved by the COA in TGS most recent general rate case (test year ended 9/30/08) and previous central Texas service area GRIP filing approved by the COA;
- TGS GRIP filing is consistent with TUC §104.301;
- The plant investment reports for central Texas Direct, Corporate and TGS Division plant projects filed to support plant asset cost activity and accumulated depreciation changes for the period January 1, 2011 through December 31, 2011 are mathematically accurate and include certain ratemaking adjustments that are reasonable and necessary to reflect the proper activity costs related to the central Texas service area;
- The TGS GRIP filing contains the appropriate plant asset and accumulated depreciation account balances, ratemaking adjustments and authorized rate of return authorized and approved by the COA in TGS previous central Texas service area GRIP filing);
- The ratemaking adjustments related to TGS prior central Texas GRIP filing as approved by the COA are properly reflected in the current GRIP as appropriate and other adjustments to 12/31/10 plant asset account balances appear reasonable and necessary and are applicable to central Texas customer classes for the period January 1, 2011 through December 31, 2011.

- The ONEOK corporate and TGS allocation factors used in the GRIP filing are consistent with those similar factors used in TGS previous central Texas GRIP filing as approved by the COA, and are calculated the allocation factors as of December 31, 2011;
- All GRIP schedules are mathematically accurate and properly compute TGS central Texas GRIP revenue requirement and associated rate design to customer classes using the rate design methodology approved by the COA in TGS previous central Texas rate filing approved by the COA. Table 1 below summarizes TGS proposed and FSA recommended revenue requirement applicable to the current central Texas service area for the period January 1, 2011 through December 31, 2011.

Table 1 – TGS Central Texas Revenue Requirement (GRIP Schedule 1)

Line No.	Description	Change through 12/31/2011		
		TGS Proposed	FSA Recommended	Difference
1	Change in Net Investment	\$ 23,922,153	\$ 23,922,153	\$ -
2	Aut. Return in most Recent Rate Case	8.40%	8.40%	-
3	Change in Return on Net Investment	\$ 2,009,545	\$ 2,009,545	\$ -
4	Change in Depreciation Expense	746,477	746,477	-
5	Change in Ad Valorem Tax	291,677	291,677	-
6	Change in Federal Income Taxes	727,507	727,507	-
7	Total Change in Revenue Requirement	\$ 3,775,205	\$ 3,775,205	\$ -

Table 2 – TGS Central Texas Customer Charge History and Current Increase

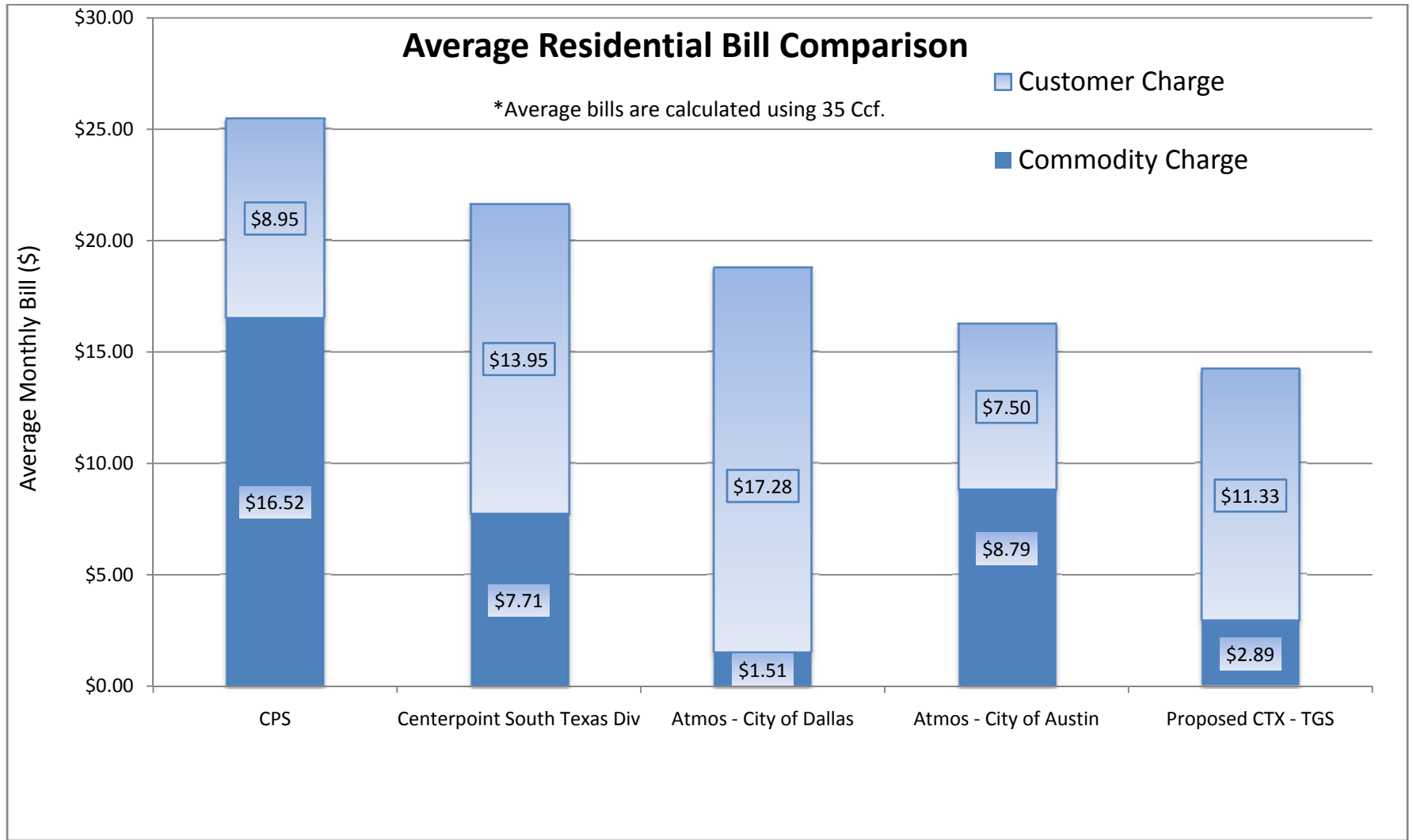
Rate Schedule - Customer Class	COA Approved Customer Charge		TGS Proposed 2011	TGS Proposed 2011	FSA Proposed 2011
	2008	2010	Interim Rate Adjustment	Customer Charge	Customer Charge
	(a)	(b)	(c)	(d)	(e)
<u>Gas Sales</u>					
10 - Residential	\$ 9.75	\$ 10.21	\$ 1.12	\$ 11.33	\$ 11.33
20 - Commercial	\$ 12.75	\$ 14.36	\$ 4.05	\$ 18.41	\$ 18.41
22 - Large Commercial	\$ 80.00	\$ 97.84	\$ 60.84	\$ 158.68	\$ 158.68
30 - Industrial	\$ 40.00	\$ 46.26	\$ 18.08	\$ 64.34	\$ 64.34
32 - Large Industrial	\$ 80.00	\$ 105.10	\$ 61.52	\$ 166.62	\$ 166.62
40 - Public Authority	\$ 20.00	\$ 22.22	\$ 5.71	\$ 27.93	\$ 27.93
42 - Large Public Authority	\$ 80.00	\$ 111.13	\$ 74.95	\$ 186.08	\$ 186.08
48 - Public Schools/Space Heating	\$ 40.00	\$ 46.86	\$ 17.31	\$ 64.17	\$ 64.17
CNG -1- Compressed Nat. Gas	\$ 25.00	\$ 29.27	\$ 9.67	\$ 38.94	\$ 38.94
<u>T-1 Standard Transportation</u>					
Commercial	\$ 75.00	\$ 86.38	\$ 27.04	\$ 113.42	\$ 113.42
Large Commercial	\$ 150.00	\$ 187.03	\$ 91.51	\$ 278.54	\$ 278.54
Industrial	\$ 80.00	\$ 97.61	\$ 42.72	\$ 140.33	\$ 140.33
Large Industrial	\$ 150.00	\$ 224.19	\$ 181.83	\$ 406.02	\$ 406.02
Public Authority	\$ 25.00	\$ 28.16	\$ 6.48	\$ 34.64	\$ 34.64
Large Public Authority	\$ 100.00	\$ 141.64	\$ 108.05	\$ 249.69	\$ 249.69
Public Schools/Space Heating	\$ 60.00	\$ 67.03	\$ 17.41	\$ 84.44	\$ 84.44
CNG -1- Compressed Nat. Gas	\$ 40.00	\$ 41.57	\$ 3.85	\$ 45.42	\$ 45.42

Appendix 1 – TGS Direct and Corporate/Division Allocated Plant in Service and Completed Construction Project Descriptions Provided in Response to FSA Data Request 1-4 and 1-5

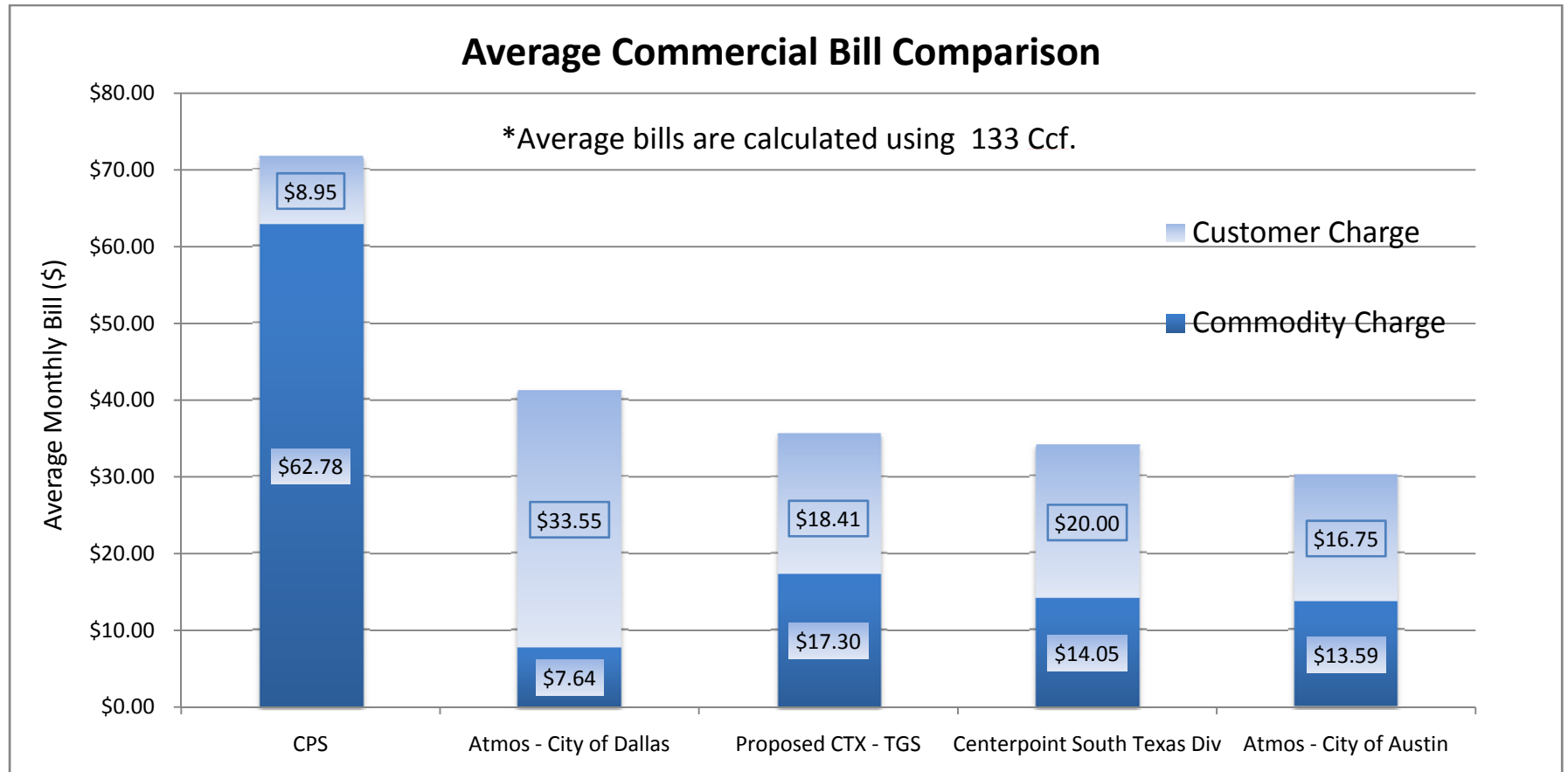
- Acct. 376 - Mains – the increases in activity for this account are primarily attributable to the following:
 - The replacement or relocation of mains, services, measuring and regulating station equipment, meter settings, gate valves, control equipment, replacement of cathodic protection equipment, equipment used to monitor gas quality, monitoring and communicating pressures and volumes, etc. in response to TGS' efforts to continuously evaluate and modernize infrastructure. Examples of larger projects completed for this purpose is the "Ramsey and 47th" project and the "Woodland Chelsea Mission Ridge" project. These projects and others like it are essential for the safe and efficient operation of the TGS distribution system in Central Texas.
 - Distribution line extensions to connect customers requesting service on the system. This includes the installation of lines to connect industrial, city gate and pipeline customers as well as new regulator stations that may be necessary to serve the customers. The largest installation was for a new Randall's store at The Ranch. TGS must provide extensions to meet its service obligations as Central Texas continues to grow.
 - Distribution line extensions to connect new customers. This includes new lines to connect industrial, city gate and pipeline customers as well as any necessary regulator stations. The largest installation project is the first phase of an eight inch main installation near Pearce Lane. TGS must provide extensions to meet its service obligations as Central Texas continues to grow.
 - Labor, materials, regulators, etc. necessary to provide service from distribution mains and high pressure distribution lines to serve new customers. An example of one of the larger projects completed for this purpose is the "Stoney Ridge Subdivision" project. It involved the installation of a new regulator station. TGS must provide regulators and extensions from distribution lines to meet its service obligations as Central Texas continues to grow.
 - The replacement or relocation, at the request of a governmental agency, of mains, district regulators, bypasses, meter settings, gate valves, services, service regulators, control equipment, etc. An example of one of the larger relocation projects is the "East 7th Street" project. It involved the relocation of existing gas lines in conflict with a City of Austin proposed street reconstruction and beautification project; relocation of the lines was necessary to resolve conflicts with the City project.
 - The interconnection/system reinforcement of the existing system to enhance deliverability of gas in the distribution system, when no removal is necessary. This includes the additional installation of line supports, bypasses, regulators, controllers, and cathodic protection equipment (rectifiers and groundbeds). It also includes the initial installation of chromatographs, gas samplers, SCADA or like systems, Distribution Integrity Management Program related to installations, and installation of new odorizers. These system enhancements are necessary for TGS to provide safe and efficient service to Central Texas.

- Acct. 380 – Services -increases in activity for this account are primarily attributable to the following:
 - Labor, materials, regulators, etc. necessary to provide service from distribution mains and high pressure distribution lines to serve new customers. The largest installation project is for the Steiner Ranch, River Dance Phase 6B. TGS must provide extensions to meet its service obligations as Central Texas continues to grow.
 - Replacement or relocation of mains, services, measuring and regulating station equipment, meter settings, gate valves, control equipment, replacement of cathodic protection equipment, equipment used to monitor gas quality, monitoring and communicating pressures and volumes, etc. for repair or due to corrosion, deterioration, etc. The largest replacement project was for a six inch main serving IBM at the Domain site. Replacement corroded or deteriorated of mains, services, etc. is essential for the safe and efficient operation of the TGS distribution system in Central Texas.
- Acct. 381 – Meters – increases in activity for this account are primarily attributable to the following:
 - Increase in investment in automated meter reading (AMR). The automated technology uses a small radio transmitter attached to the natural gas meter that, when activated, sends the current reading to a nearby technician who is equipped with a receiver that records the data and ultimately transfers it to the company’s accounting system. The technician may obtain the reading from a company vehicle or from the street. AMR devices lead to more accurate bills by reducing the number of estimated readings of hard-to-access natural gas meters. AMR devices will contribute to TGS employee safety by reducing the need for meter readers to enter customers’ yards and property.
- Acct. 391.9 – Computer and Electronic Equipment – The primary reasons for increase in plant activity for this account are:
 - Replacement of an out of date scheduling and dispatch system. The legacy system was a heavily customized application that was no longer supported by the vendor. It was also running on an outdated Operating System (OS). The replacement system is a unified field service scheduling and dispatch application that provides enhanced capabilities, such as GPS technology to better serve our customers. Using GPS technology we are able to better route technicians to the customer’s location and provide better appointment setting.
 - The purchase of computers to replace those that were retired at the end of seven years. This service life was found to be reasonable in TGS’ last rate case.
 - The purchase of Business Intelligence software. Business Intelligence is an Excel based software “add-in” that helps TGS more effectively track capital spending. It was developed as a tool to retrieve real time information on capital projects. This software allows TGS to create detailed project level reports with variance analysis. It interfaces with the systems associated with capital spending and job estimating. It has been a valuable tool in TGS service areas for determining the status of a project, tracking budget dollars in real time, and remaining on budget. Reduced delay in accessing this information allows TGS to be more efficient and make more informed decisions about capital expenditures.

- Enhancements to Geographical Information System (GIS) used for tracking pipe underground. TGS is currently building a GIS database for all areas served by the company to support various business needs such as safety, reliability, critical infrastructure protection, regulatory compliance, aging infrastructure, and process improvements. GIS provides TGS the ability to analyze the gas distribution system to help improve service reliability and safety, reduce costs, more effectively manage its infrastructure and comply with all state and federal requirements.
- Enhancements to our customer billing system. Banner is the billing system the company uses to maintain records of ONEOK's approximate 2 million customers, premises, services, accounts, meter readings, and other information critical to providing reliable billing and customer service. The Banner Program Change (PCRs) are groups of individual functionality enhancements to provide better customer service and accurate billing of accounts through the Banner Customer Information System (CIS). Some of these requests are driven by regulatory changes others through requests to enhance customer service capabilities.
- Acct. 397 – Communications Equipment – The increases in activity for this account are primarily related to investment in AMR. This automated technology uses a small radio transmitter attached to the natural gas meter that, when activated, sends the current reading to a nearby technician who is equipped with a receiver that records the data and ultimately transfers it to the company's accounting system. The technician may obtain the reading from a company vehicle or from the street. AMR devices lead to more accurate bills by reducing the number of estimated readings of hard-to-access natural gas meters. AMR devices will contribute to TGS employee safety by reducing the need for meter readers to enter customers' yards and property.



Source: Texas Gas Services



Source: Texas Gas Services



CITY OF KYLE, TEXAS

Council Committee Alternates

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING PART II, CHAPTER 2, ARTICLE III, DIVISION 4, SUBDIVISION I & II OF THE CITY OF KYLE MUNICIPAL CODE DEALING WITH THE STRATEGIC PLANNING AND FINANCE COMMITTEE, THE COMMUNITY RELATIONS COMMITTEE, THE PUBLIC WORKS & SERVICE COMMITTEE, THE MOBILITY COMMITTEE, THE PARKS AND RECREATION COMMITTEE, THE SAFETY & EMERGENCY SERVICES COMMITTEE, AND THE ECONOMIC DEVELOPMENT AND TOURISM COMMITTEE; REVISING MEMBERS OF OFFICE; REVISING DUTIES, MEMBERSHIP, TERMS, APPOINTMENTS; AND PROVIDING FOR RELATED MATTERS ~ *Brad Pickett, Council Member District 3*

Other Information:

Budget Information:

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Attachments / click to download

[13.02.28 Council Committee Alternates Amended](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING PART II, CHAPTER 2, ARTICLE III, DIVISION 4, SUBDIVISION I & II OF THE CITY OF KYLE MUNICIPAL CODE DEALING WITH THE STRATEGIC PLANNING AND FINANCE COMMITTEE, THE COMMUNITY RELATIONS COMMITTEE, THE PUBLIC WORKS & SERVICE COMMITTEE, THE MOBILITY COMMITTEE, THE PARKS AND RECREATION COMMITTEE, THE SAFETY & EMERGENCY SERVICES COMMITTEE, AND THE ECONOMIC DEVELOPMENT AND TOURISM COMMITTEE; REVISING MEMBERS OF OFFICE; REVISING DUTIES, MEMBERSHIP, TERMS, APPOINTMENTS; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Kyle desires to establish committees to promote efficient governmental operations and involvement of citizens in community issues;

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

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

Section 2. Part II, Chapter 2, Article III, Division 4, Subdivision I. The following paragraphs are hereby amended in their entirety as follows:

Sec. 2-103. - Membership and appointments; term of office and vacancy.

- (a) *Membership and appointment.* Each committee shall be composed of up to nine members: nine residents of the city (the "citizen members"), with one citizen member chosen from each single member voting district, three citizen members chosen from the city at large (the "citizen members"), one chairperson member chosen from the city at large, and up to two alternate members chosen from the city at large. The city council shall appoint the members of the committees upon the recommendation of the mayor. The chairperson of each committee shall recommend members to the mayor, with consultation from a City staff liaison from the department that performs duties most similar to that of the committee. In making citizen member appointments, preference shall be given to persons who do not already serve on one of the committees or another city board or commission.
- (b) *Citizen members' terms and vacancy.* The citizen members of each Committee shall serve for a two-year term; The places occupied by the citizen members of each committee shall be identified by place numbers one through seven. The chairperson shall hold place number 1. The citizen members from district 2, district 4, and district 6 shall hold place number 2, place number 4, and place number 6, respectively. Places 3, 5 and 7 shall be held by the remaining three at large appointees. The term of the odd-numbered places shall expire on September 30 of odd-numbered years; the term of the even-numbered places shall expire on September 30 of even-numbered years. Citizen members may be appointed to succeed themselves; provided that citizen members shall be limited to serving two terms on each committee. Vacancies shall be filled for unexpired terms by appointment by the city council upon the recommendation of the

Mayor in accordance with subsection 2-103(a), but no member shall be appointed for a term in excess of two years. Newly appointed members shall be installed at the first regular committee meeting after their appointment. Members shall be eligible for re-appointment at any time following the termination of their two-year term, subject to term limitations.

(c) *Alternates.* Alternates are hereby authorized to serve as special members of each committee and to fulfill the role of a regular voting member only in the case of the absence of one or more members of the committee at any regular meeting, with Alternate 1 first filling any vacancy, and then Alternate 2 filling any additional, except in the case where Alternate 1 is not in attendance in which case Alternate 2 would fill the first vacancy. This is to allow quorums to exist so that the business of the city may be conducted even when there may be vacancies and or absent committee members that would otherwise prohibit a quorum from existing. Alternate Committee Members shall not be counted for the purposes of determining a quorum unless they are substituting for an absent member or vacant place. Alternate 1 and Alternate 2 will be considered even and odd places per their numerical designation for the purposes of determining expiration of terms but will not have an official place designation of their own as they are special members that are only elevated to a voting capacity in the absence of one or more of the committee members.

Section 3. Part II, Chapter 2, Article III, Division 4, Subdivision II. The following paragraphs are hereby amended as follows:

Sec. 2-113. - Membership and appointments; term of office and vacancy.

(a) *Membership and appointment.* Each committee shall be composed of up to nine members: nine residents of the city (the "citizen members"), with one citizen member chosen from each single member voting district, three citizen members chosen from the city at large (the "citizen members"), one chairperson member chosen from the city at large, and up to two alternate members chosen from the city at large. The city council shall appoint the members of the committees upon the recommendation of the mayor. The chairperson of the committee shall recommend members to the mayor, with consultation from the director of economic development. In making citizen member appointments, preference shall be given to persons who do not already serve on one of the committees or another city board or commission.

(b) *Citizen members' terms and vacancy.* The citizen members of each Committee shall serve for a two-year term; The places occupied by the citizen members of each committee shall be identified by place numbers one through seven. The chairperson shall hold place number 1. The citizen members from district 2, district 4, and district 6 shall hold place number 2, place number 4, and place number 6, respectively. Places 3, 5 and 7 shall be held by the remaining three at large appointees. The term of the odd-numbered places shall expire on September 30 of odd-numbered years; the term of the even-numbered places shall expire on September 30 of even-numbered years. Citizen members may be appointed to succeed themselves; provided that citizen members shall be limited to serving two terms on each committee. Vacancies shall be filled for unexpired terms by appointment by the city council upon the recommendation of the Mayor in accordance with subsection 2-103(a), but no member shall be appointed for a term in excess of two years. Newly appointed members shall be installed at the first regular committee meeting after their appointment. Members shall be eligible for re-appointment at any time following the termination of their two-year term, subject to term limitations.

(c) *Alternates.* Alternates are hereby authorized to serve as special members of each committee and to fulfill the role of a regular voting member only in the case of the absence of one or more members of the committee at any regular meeting, with Alternate 1 first filling any vacancy, and

then Alternate 2 filling any additional, except in the case where Alternate 1 is not in attendance in which case Alternate 2 would fill the first vacancy. This is to allow quorums to exist so that the business of the city may be conducted even when there may be vacancies and or absent committee members that would otherwise prohibit a quorum from existing. Alternate Committee Members shall not be counted for the purposes of determining a quorum unless they are substituting for an absent member or vacant place. Alternate 1 and Alternate 2 will be considered even and odd places per their numerical designation for the purposes of determining expiration of terms but will not have an official place designation of their own as they are special members that are only elevated to a voting capacity in the absence of one or more of the committee members.

Section 7. Repeal of Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 8. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on this the _____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this the _____ day of _____, 2013.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

ESD #8

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS DECLARING THE CITY'S OPPOSITION TO THE KYLE FIRE DEPARTMENT AND HAYS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8's PLANS TO PLACE A PROPOSITION IN THE MAY 2013 GENERAL ELECTION BALLOT TO COLLECT SALES TAX FROM AREAS IN THE CITY OF KYLE EXTRA-TERRITORIAL JURISDICTION AND STATING THAT SUCH AN ACTION WOULD HAVE SEVERE RAMIFICATIONS DETRIMENTAL ON THE CITY'S ABILITY TO GROW INTO THOSE AREAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE ~ *Becky Selbera, Council Member District 2*

Other Information:

Budget Information:

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Attachments / click to download

- [Buda FD Sales and Use Tax Special Election Information](#)
 - [Hays Co ESD #8 Special Meeting Agenda 02142013](#)
 - [ESD#8 in Kyle](#)
-

Buda Fire Department

Hays County Emergency Services District # 8

P.O. Box 1159, Buda, TX 78610

Administration: (512) 295-2232

Fax: (512) 295-2848



Sales and Use Tax Special Election Information

Sales Tax Election Timeline

- January 2013- Estimate by Sales Tax Assurance LLC on possible income, if Hays Co. ESD #8 received voter approval to raise Sales and Use Tax from 0.5% to 1.50% in Unincorporated areas of the district.
- February 2013- Hays County ESD #8 must call for an Election for the Increase of Sales and Use Tax by March 1, 2012 to be eligible for the May 2013 Uniform Election.
- March 1, 2013 – Hays County ESD #8 must notify the Hays County Judge, Hays County Clerk and the Hays County Elections Administrator of the called Special Election.
- May 11, 2013 – Hays County ESD #8 Sales and Use Tax Increase Election.

Facts of ESD #8 Special Election

- Hays County ESD #8 in calling for this election excludes from the election and the applicability of any proposed sales and use tax in any territory in the District where the sales and use tax is then at two percent, pursuant to applicable law, including, but not limited to, the City of Buda, the City of Kyle, the City of Hays, and the City of Mountain City, Texas, within the territorial limits of the District.
- If Hays County ESD #8 receives voter approval on the increase of the Sales and Use Tax, it is estimated that the Sales and Use Tax will generate an additional \$1,047,601 bringing the annual total of Sales and Use Tax to \$1,914,796
- Hays County ESD #8 understands that sales tax is crucial to city economic development and the need for city provided infrastructure and services. Hays County ESD #8 proposes to work with the City of Buda and the Buda Economic Development Corporation by sharing the sales tax revenue in overlapping annexed properties by the City of Buda, ultimately splitting the sales tax revenue three ways as the Texas Comptroller of Public Accounts does now for all overlapping areas. (Example of Sales Tax Sharing: COB 0.5%, EDC 0.5%, ESD #8 0.5%) This would be accomplished by an Interlocal Agreement for Allocation of Sales Tax Revenue between the City of Buda, the EDC, and Hays County ESD #8 and/or by legislative action by introduction of Representative or Senate sponsored legislation.

Hays County ESD #8 Future Endeavors with Increased Revenue

- Maintain Staffing Levels as Grants Expire
- Pay Down Capital Equipment / Debt Services Loans
- Staff Buda Fire Main Station to reduce response times to the citizens
- Purchase Ladder/Quint Apparatus for large and high-rise structures
- Staffing for Ladder/Quint Apparatus for large and high-rise structures
- Reconstruct Main Station to alleviate flooding during heavy rains
- Add additional stations and staffing as calls increase and resources are needed.



January 17, 2013

Via e-mail

Fire Chief Clay Huckaby
 Hays Co. Emergency Services District No. 8
 PO Box 782
 Buda, TX 78610

Re: Estimate of increased sales tax from a rate increase from 0.5% to 1.5%

Chief Huckaby:

We have completed the analysis you requested. Using information in our database, our experience and information from the Comptroller of Public Accounts database the table below summarizes the results of our research and analysis. The sales tax rate increase from 0.5% to 1.5% would only be for areas of the District outside the incorporated areas of the City of Buda and the City of Hays as well as the "Combo" area of the City of Buda in which HCESD8's sales tax is imposed. Bases on calendar 2012 information we estimate an increase of just over \$1 million per year.

HAYS CO. ESD 8**POTENTIAL INCREASED SALES TAX ANALYSIS**

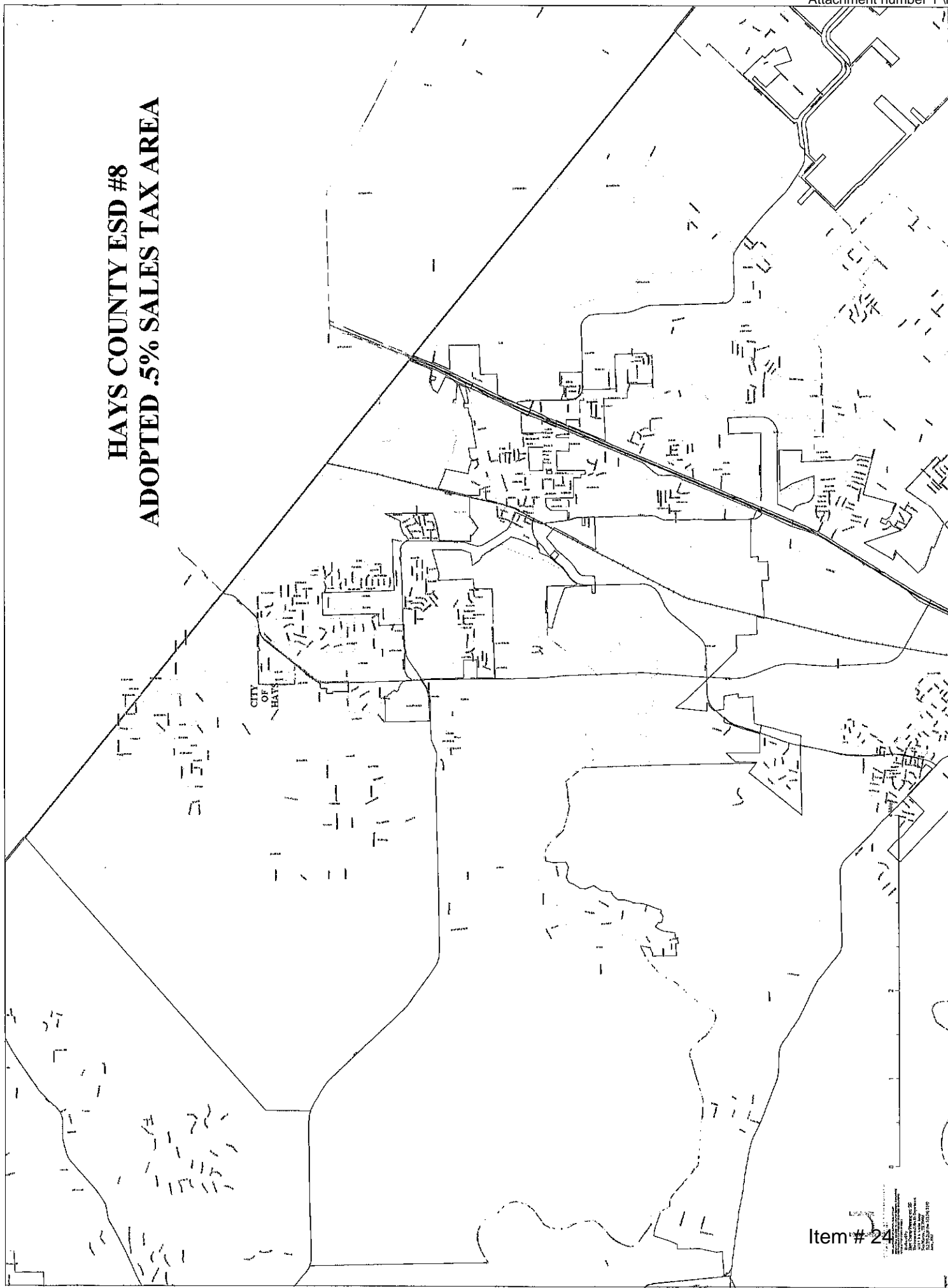
HCESD8 Tax Rate	Calendar 2012	Calendar 2012 Estimated @ New Rates		
	0.50%	0.50%	1.50%	Combined
District Area	8	8	8A	8+8A
Unincorporated	\$ 534,489	\$ -	\$ 1,603,470	\$ 1,603,470
Buda Combo	\$ 304,851	\$ 304,851	\$ -	\$ 304,851
City of Hays	\$ 6,475	\$ 6,475	\$ -	\$ 6,475
Total Collections	\$ 845,815			\$ 1,914,796
Comptroller Fees @ 2%	\$ 16,916			\$ 38,296
Net Payments	\$ 828,899			\$ 1,876,500
				\$ 828,899
			ESTIMATED INCREASE:	\$ 1,047,601

SALES TAX ASSURANCE LLC

P.O. Box 152229 | Austin, Texas 78715 | 512.906.0429

Item # 24

**HAYS COUNTY ESD #8
ADOPTED .5% SALES TAX AREA**

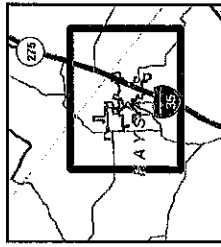
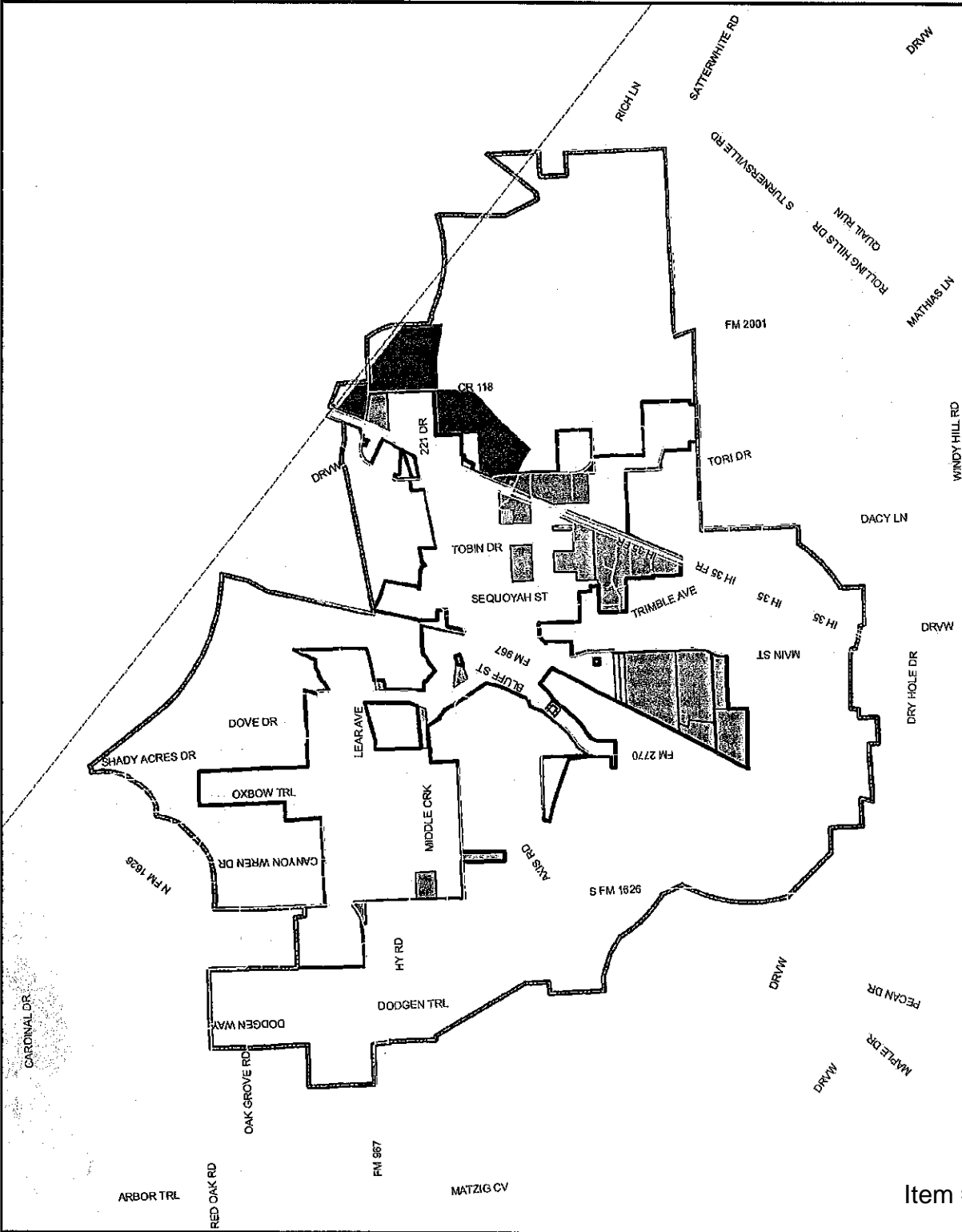


CITY OF HAYS

Item # 24

HAYS COUNTY ESD #8
 1000 S. 10TH ST.
 HAYS, KS 67601
 (785) 785-1234
 FAX (785) 785-1235
 WWW.HAYSCOUNTYKS.COM

City of Buda - Emergency Service Areas



Legend

County Boundary

Streets

Buda ETJ

Buda City Limit

ESD No. 8 - Service Area 2

Shared Tax Revenue

Limited Purpose Annexations

Full Purpose Annexations

Note: The Emergency Service District collects taxes in the service area outside of the City Limits.

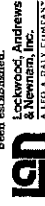
N



Projection: Lambert Conformal Conic
 (Texas Central State Plane - STPS 4203)
 Units: Feet
 Datum: NAD83

Covered by: Eric Nelson
 May, 2012

Lockwood, Andrews & Newnam, Inc. makes no representation or warranty regarding the accuracy of the data from which this map or the data from which it was produced. This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure unless survey data is available and said locations have been established.





Hays County Emergency Services District # 8

P.O. Box 782, Buda, TX 78610

Administration: (512) 295-2232

Fax: (512) 295-2848

NOTICE OF SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF HAYS COUNTY EMERGENCY SERVICES DISTRICT #8

Notice is hereby given that a Special Meeting of the **Commissioners of Hays County Emergency Services District #8**, will be held on **Thursday the 14th day of February at 6:00 p.m.** at the Buda Fire Department Main Station Training and Conference Room at 209 FM 2770 (Jack C. Hays Trail) Buda, Texas 78610 at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. ACTION ITEMS

1. Discussion and action on matters related to the possible ordering of an election by the District to increase the Sales and Use Tax in the District from one-half of one percent to one and one-half percent and the City of Buda proposal on same and possible options related to same. The District reserves the right to enter into a Closed Meeting on this Agenda Item pursuant to Section 551.071, Texas Government Code, Consultation with Attorney.

D. EXECUTIVE SESSION

1. Pursuant to Texas Open Meeting Act Section: 551.071 thru 551.075, the Hays County Emergency Services District #8 Board of Commissioners will meet in Executive Session.

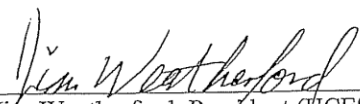
E. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION.

F. ADJOURNMENT

Hays County Emergency Services District #8 reserves the right to adjourn in to Executive session at any time regarding any issues on this agenda for which is legally permissible.

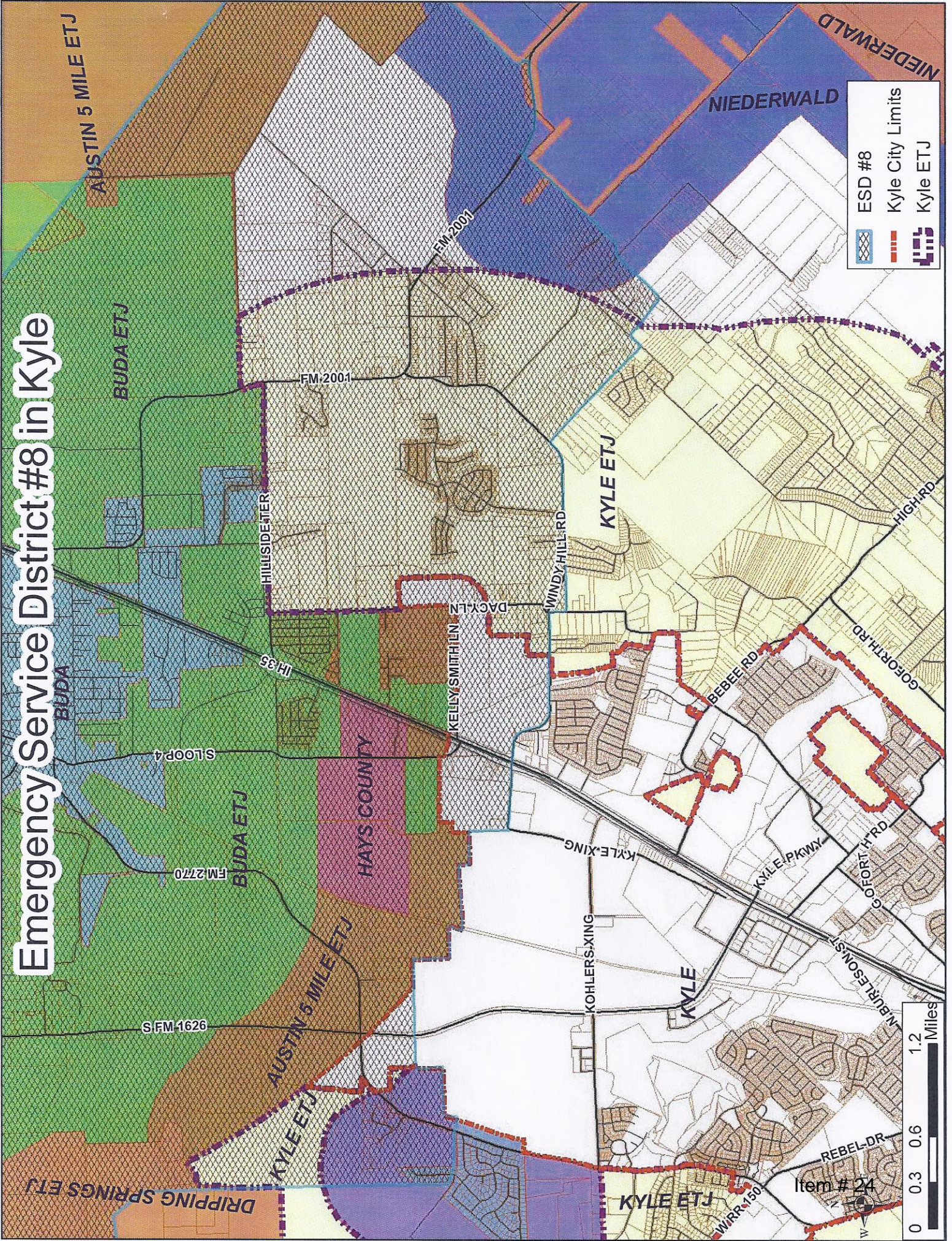
Buda Fire Department Main Station is wheelchair accessible and accessible parking spaces are available. Request for accommodations must be made 48 hours prior to the meeting. Please contact Buda Fire Department at (512) 295-2232 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of Hays County Emergency Services District #8, was posted on the bulletin board in front of the Buda Fire Department and the Hays County Court House, which is readily accessible to the public at all times, by 5:00 p.m. on Friday, February 8, 2013.



 Jim Weatherford, President (HICESD#8)

Emergency Service District #8 in Kyle



Legend:

- ESD #8
- Kyle City Limits
- Kyle ETJ



Item # 24



CITY OF KYLE, TEXAS

Nester Development and Steven & Rebecca Enterprises, Inc.

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 5.115 ACRES OF LAND FROM 'C-2' COMMERCIAL – GENERAL BUSINESS TO 'RS' RETAIL SERVICE DISTRICT, ON PROPERTY LOCATED AT 770 WINDY HILL ROAD, IN HAYS COUNTY, TEXAS. (NESTER DEVELOPMENT AND STEVEN AND REBECCA ENTERPRISES, INC. Z-13-001); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Deny the rezone request of Retail Services and made a Recommendation to rezone the property to Community Commercial.

- Public Hearing

Other Information: Please see attachments

Budget Information: N/A

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Ordinance](#)

[Exhibit B](#)

[Staff Report](#)

[Exhibit A](#)

Cover Memo

Item # 25

March 5,2013

Planning and Zoning Commission

Zoning

Nester Development/Steve & Rebecca Enterprises, Inc**Case Number: Z-13-001**

PLANNING AND ZONING COMMISSION RECOMMENDATION: On February 26th the Planning Commission unanimously recommended denial of the request for Retail Services (RS) and recommended approval of Community Commercial Zoning designation for the property.

OWNER/APPLICANT: Nester Development/ Steve and Rebecca Enterprises, Inc.

APPLICANT: D. Scott Dye P.E., R.P.L.S

LOCATION: Southside of Windy Hill Road, approximately 200' east of Indian Paintbrush Drive

AREA: 5.115 acres

EXISTING ZONING: C-2 (general commercial zoning designation established in the previous zoning ordinance)

PROPOSED ZONING AND USE: Retail Services. The applicant is proposing to develop the site into a Dollar General Store.**If the zoning is approved any use permitted within the approved zoning designation could be developed.*

SITE INFORMATION:

Transportation: The subject property fronts on Windy Hill Road. Windy Hill Road is identified as a local linkage within the urban design plan.

Surrounding Zoning:

- ***North-*** bounded on the north by Windy Hill Road (across the street the property is zoned R-1-A- the residential subdivision Meadows at Kyle is currently developed)
- ***South and West-*** on the south and west sides of the property the subject property is bounded by residential zoning.
- ***East*** – Not in the City limits currently developed as a storage facility

Future Land Use Designation: The subject property is located within the New Town Future Land Use Designation.

PUBLIC INPUT: 27 property owners received mailed notice of the request. The City has not received any letters of support or concern.

STAFF ANALYSIS:

Background

- In 2001 the subject property was annexed into the city with a zoning designation of M2(manufacturing subdivision)
- In 2002 the property was rezoned to R-1-2 (Single Family Residential)
- May 2003 the property was rezoned from R-1-2 to C2

March 5,2013

Planning and Zoning Commission

Zoning

Nester Development/Steve & Rebecca Enterprises, Inc**Case Number: Z-13-001**

- November 2003 the City of Kyle adopted the current zoning ordinance. Within the ordinance adopted in 2003 the only commercial zoning designation adopted was Retail Services (outside of the Central Business Districts).
- In 2012 the City of Kyle adopted a Neighborhood Commercial (NC) and Community Commercial (CC) zoning designation.

Requested Zoning District***Intent of Requested Zoning District***

The Retail Services zoning district allows general retail sales of consumable products and goods that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops, auto dealerships, fast food restaurants, and auto repair. Any use permitted in CBD-1 or CBD-2 are also allowed in RS.

Conditions and limitations.

The conditions and limitations on uses in the RS district are as follows:

- (1) The use be conducted wholly within an enclosed building, except for delivery, catering, gasoline sales, nurseries and garden centers.
- (2) Required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.
- (3) All merchandise to be sold on the premises, except for delivery and catering.
- (4) The use is not objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused customer and employee vehicles, such odors, smoke, dust, noise or vibration be generally contained within the property.
- (5) Establishments located on property that is within 300 feet of any property zoned for a residential use when the commercial use is first established may not to be open to the general public before 6:00 a.m. and must be closed to the general public by 10:00 p.m.

Site development regulations.

The site development regulations on uses in the RS district are as follows:

- (1) Paved sidewalks, driveways and parking areas are required. The sidewalks, pedestrian walkways must be constructed of brick, pavers, or concrete with an exposed broom finish, and connect to the adjacent property having a common frontage.
- (2) Screening of loading and storage facilities is required

March 5,2013

Planning and Zoning Commission

Zoning

Nester Development/Steve & Rebecca Enterprises, Inc**Case Number: Z-13-001*****Building facade requirements.***

All new buildings constructed within the RS district shall comply with the following requirements:

- (1) The exterior walls facing front and side streets shall be constructed of at least 100 percent stone, brick, masonry, stucco, masonry veneer, or similar granular product excluding doorways and windows;
- (2) All roofs surfaces visible from the street shall be surfaced with metal, concrete, clay tile, or minimum of 25-year dimensional shingles;
- (3) Any variation requests to subsection (1) or (2) of this section must present actual technical drawings, and/or architectural plans and models and be approved by the planning and zoning commission;
- (4) It is recommended, but not required, that improvements to existing buildings in this district comply with subsections (1) or (2) of this section; and
- (5) Glare. No use or operation in an RS district may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

Comprehensive Plan Guidance***Intent of Districts***

The Comprehensive Master Plan identifies the following intent statements:

- Elements of form and design are critical to ensuring transitions between neighboring uses.
- The intent of the district is to contain a “horizontal” mix of land uses that should be integrated across the district.
- The New Town District is to harness economic development potential and establish its position as the sustainable center of surrounding growth.
- Mixed Use development should be encouraged, not only permitted, to maximize economic development
- This district should be livable, comfortable, and convenient for all residents of Kyle and the surround region.

The New Town District identifies the Retail Services zoning designation as Conditional.

Urban Design Plan

The subject property is located within the Transitional Condition. Within the transitional condition the area is intended to be a mid-step between the rural core (outer zone) and the urban core (inner zone). The Comprehensive Master Plan identifies the following goals for this condition:

- Private development on a local linkage frontage needs to indicate a general level of residential stability and appropriately integrated non-residential land uses.

March 5,2013	<i>Planning and Zoning Commission</i>
Zoning	Nester Development/Steve & Rebecca Enterprises, Inc
Case Number: Z-13-001	

- The intensity of Transitional communities is generally lower that in the Urban condition. At the community scale there is intended to be a mixture of housing types and possibly some neighborhood-scale commercial uses.

Staff Recommendation

As indicated in the above zoning history summary, in 2012 the City Council adopted two new commercial zoning designations aimed at creating commercial zoning districts that include form and design requirements that ensure appropriate transitions between neighboring uses. The two zoning designations adopted by the City Council include Neighborhood Commercial (NC) and Community Commercial (CC).

The intent of the NC zoning designation is to provide for various types of small scale, limited impact commercial, retail, personal services, and office uses located in close proximity to their primary customers. The intent of the CC designation is to provide areas for quality retail establishments and service facilities. This district should generally consist of retail nodes located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

	NC	CC	RS
Parking	setback 10' from the front building line	70% of the required parking is required to be behind the front of the building	parking placement is not dictated
size of buildings	no more than 10,000 square feet on the first floor	buildings up to 15,000 square feet	a maximum building size is not dictated
front setback	20'	25'	25'
transitional yard	15' when adjacent to single family zoned or used property	10' when adjacent to single family zoned or used property	not required
building requirements	4-sided design; materials, glazing and architectural requirements identified	4-sided design, materials, glazing and architectural requirements identified	exterior walls facing front and side streets shall be constructed of at least 100 percent stone, brick, masonry, stucco, masonry veneer, or similar granular product

March 5,2013	<i>Planning and Zoning Commission</i>
Zoning	Nester Development/Steve & Rebecca Enterprises, Inc
Case Number: Z-13-001	

Staff is recommending an alternative recommendation of Community Commercial (CC) for the following reasons:

- The requested retail services zoning designation allows for a variety of intense commercial uses that do not appear to be appropriate in close proximity to residential uses.
- The development standards associated with the RS zoning designation do not appear to support the goals of the Comprehensive Master Plan future land use district or urban design plan district.
- The Community Commercial zoning designation will still allow for the property to be used as a retail development however it incorporates form and site standards that bring it in closer compliance with the goals of the comprehensive master plan.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 5.115 ACRES OF LAND FROM ‘C-2’ COMMERCIAL – GENERAL BUSINESS TO ‘RS’ RETAIL SERVICE DISTRICT, ON PROPERTY LOCATED AT 770 WINDY HILL ROAD, IN HAYS COUNTY, TEXAS. (NESTER DEVELOPMENT AND STEVEN AND REBECCA ENTERPRISES, INC. Z-13-001); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 5.115 acres from ‘C-2’ Commercial – General Business to ‘RS’ Retail Service District, on property located at 770 Windy Hill Road, as set forth as Lot 47, Block A, Indian Paintbrush Subdivision Phase One, and the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the ___ day of _____, 2013, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2013, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2013.

Lucy Johnson, Mayor

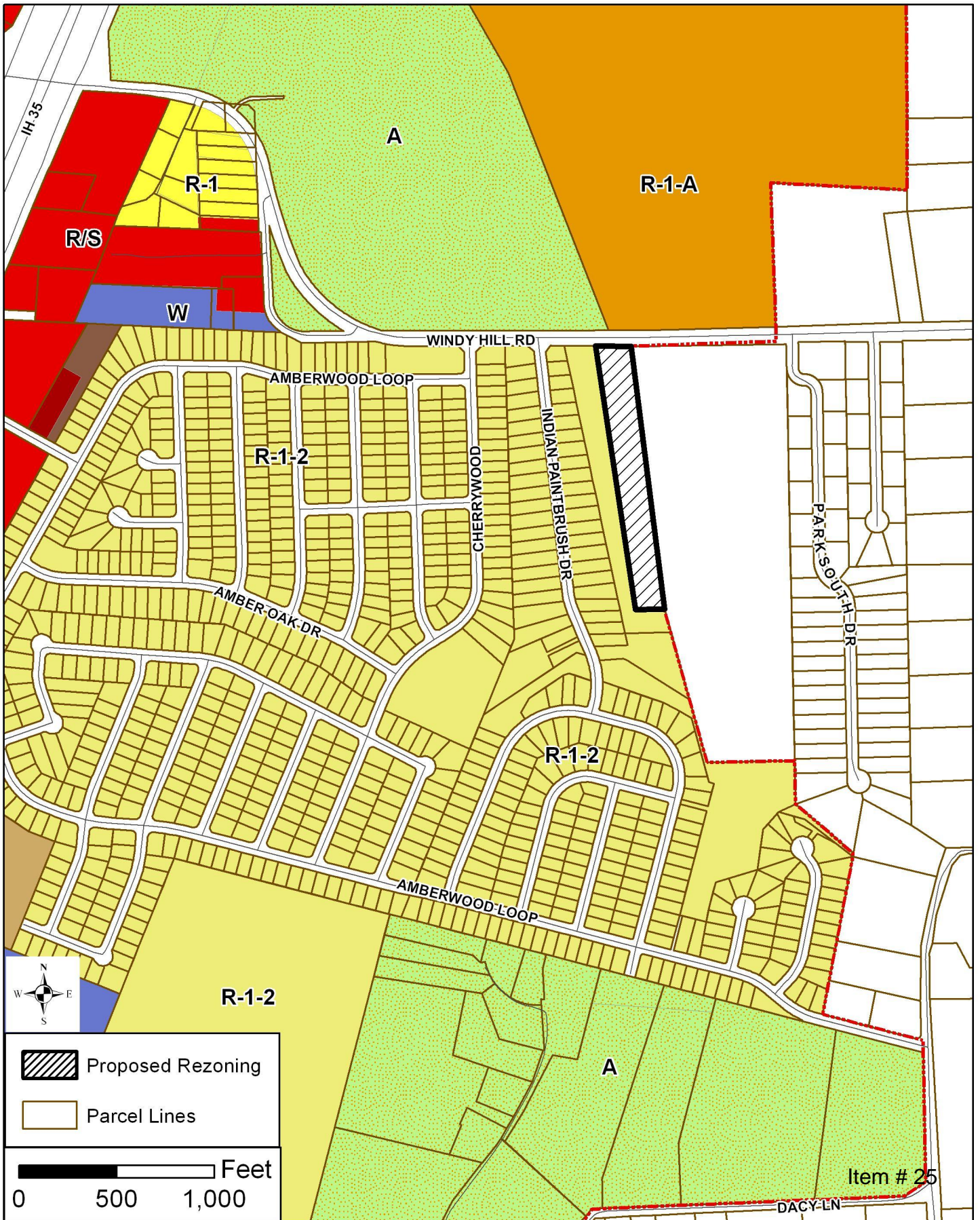
ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

Indian Paintbrush Subdivision Phase One, Lot 47, Block A

Exhibit B





CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 3/5/2013
Date time: 7:00 PM

Subject/Recommendation: Update on Various Capital Improvement Projects, Road Projects, Building Program, and/or General Operational Activities ~ *Lanny Lambert, City Manager*

- Discussion of Joint City Council/P&Z Meeting on March 12, 2013 at 6:30 p.m.
- Present Resolution for Annexation

Other Information:

Budget Information:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Annexing a portion of Windy Hill, Bunton, Bebee, RM150](#)

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF KYLE, TEXAS, INITIATING THE ANNEXATION OF A PORTION OF WINDY HILL, BUNTON ROAD, BEBEE ROAD AND RM 150 ROADWAYS AND RIGHTS-OF-WAY; SETTING A SCHEDULE FOR ANNEXATION; PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS**

WHEREAS, the City of Kyle, Texas, (herein the "City") a home rule municipality authorized to annex portions of roadway into the City limits; and

WHEREAS, the subject street, roadway and rights-of-way are adjacent and parallel to the corporate limits of the City and the City of Kyle wants to protect future sales tax revenues and development standards in the eastern portions of the City,

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. Proceedings. The annexation of the streets, roadway and public rights-of-way are hereby commenced and two public hearings are set for the dates of April 2, 2013 and April 16, 2013. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Open Meetings. 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 public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the _____ day of _____, 2013.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor