

# 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 4/2/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

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

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### **I. Call Meeting To Order**

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

1. City Council/Planning & Zoning Joint Workshop - March 12, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

2. City Council Regular Meeting - March 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**

3. Presentation of Employee of the Month for the Month of March ~ *Lanny Lambert, City Manager*

- Laura Hernandez, Records Specialist, Kyle Police Department
- Stephanie Robinson, Records Specialist, Kyle Police Department

 [Attachments](#)

### **V. Proclamations**

4. Proclamation of the City of Kyle, Texas Proclaiming the month of April as "Child Abuse Prevention and Awareness Month" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

 [Attachments](#)

5. Proclamation of the City of Kyle, Texas Proclaiming the month of April as "Sexual Assault Awareness and Prevention Month" in the City of Kyle, Texas  
~ *Lucy Johnson, Mayor*

 [Attachments](#)

## VI. Appointments

6. Consideration of Nomination(s) for Appointment to the Economic Development Committee ~ *Lucy Johnson, Mayor*
- Pat Hough
  - Magdalena Gillespie

 [Attachments](#)

7. Consideration of Nomination(s) for Appointment to the Community Relations Committee ~ *Lucy Johnson, Mayor*

- Dallas Lee

 [Attachments](#)

8. Consideration of Nomination(s) for Appointment to the Kyle Depot Board ~ *Lucy Johnson, Mayor*

- Jane Kirkham

 [Attachments](#)

## VII. Consent Agenda

9. Authorize award and execution of a 60-month lease agreement with Kyocera Document Solutions of Fairfield, NJ, in an amount not to exceed \$481.24 per month or \$28,874.40 for the term of the lease plus any excess use charges including charges for all color copies for three (3) color copiers for the Kyle Police Department and cancel award to TLC Office Systems for the same equipment ~ *Mark Shellard, Director of Information Technology*

 [Attachments](#)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING POST OAK PHASE 4B SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven D. Widacki, City Engineer*

 [Attachments](#)

11. Post Oak Subdivision Phase 5A (FP-13-005)  
15.411 acres; 72 Lots

Located off of E. RR 150 within the Post Oak Subdivision (Extension of Langely and Goddard and Wallops)

Owner: Continental Home of Texas, LP

Agent: Matt Mitchell, P.E., ALM Engineering, Inc.

~ Sofia Nelson, Director of Planning

*Planning and Zoning Commission voted 4-0 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 Planning and Zoning Commission).*

 [Attachments](#)

### **VIII. Consider and Possible Action**

12. Authorize the execution of Amendment Number 1 to the Professional Services Agreement with HANRAHAN-PRITCHARD ENGINEERING, INC., increasing the contract amount by \$14,650.00 for a revised total contract amount not to exceed \$46,200.00 for engineering services associated with the Bunton Creek Wastewater Interceptor, Plum Creek Ph. 1, Section 8 Project ~ Steven Widacki, P.E., City Engineer

 [Attachments](#)

13. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE COMPREHENSIVE PLAN APPLICATION CHARTS AS FOLLOWS: AMENDED THE LOCAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED, AND IDENTIFY RETAIL SERVICES (RS) AS NOT RECOMMENDED; AMENDED THE REGIONAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED; AMENDED THE SUPER-REGIONAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS CONDITIONAL, CENTRAL BUSINESS DISTRICT 1(CBD-1) AND CENTRAL BUSINESS DISTRICT 2(CBD-2) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE RIPARIAN LANDSCAPE FUTURE LAND USE DESIGNATION TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), AND RETAIL SERVICES ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE FARM LANDSCAPE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE RANCH LANDSCAPE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AND

RETAIL SERVICES (RS) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE OLD TOWN FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AS NOT RECOMMENDED, CBD-1 AND CBD-2 AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS RECOMMENDED, SINGLE FAMILY RESIDENTIAL 2(R-1-2) AS RECOMMENDED, APARTMENTS RESIDENTIAL (R-3-3) TO NOT RECOMMENDED; AMENDED THE CORE AREA TRANSITION FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED, RETAIL SERVICES (RS) AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 2 (R-1-2) AS CONDITIONAL; AMENDED THE HISTORIC CORE AREA TRANSITION FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL AND COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) DISTRICTS AS NOT RECOMMENDED; AMENDED THE MID-TOWN COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, RETAIL SERVICES (RS) DISTRICTS AS NOT RECOMMENDED, AND SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS RECOMMENDED; AMENDED THE NEW SETTLEMENT COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, APARTMENTS RESIDENTIAL (R-3-3), MANUFACTURED HOME SUBDIVISION (M-2) AND MANUFACTURED HOME PARK (M-3) AS CONDITIONAL ZONING DESIGNATIONS; AMENDED THE NEW TOWN COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS RECOMMENDED AND RECREATIONAL VEHICLE (RV) ZONING DESIGNATION AS CONDITIONAL; AMENDED THE EMPLOYMENT COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS RECOMMENDED, HOSPITAL SERVICES (HS) AS CONDITIONAL AND ENTERTAINMENT (E) AS CONDITIONAL; AMENDED THE SENSITIVE/ SUSTAINABLE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICT AS NOT RECOMMENDED, IDENTIFY CONSTRUCTION MANUFACTURING (CM), RETAIL SERVICES (RS), ENTERTAINMENT (E) AND WAREHOUSE (W) AS NOT RECOMMENDED; AMENDED THE HERITAGE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICT AS CONDITIONAL ( AS SHOWN ON EXHIBIT A) PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS ~ *Sofia Nelson, Director of Planning*

*The Planning and Zoning Commission recommended approval of the the Long Range Planning Committee's recommendations with Commissioner Kay's*



amendments with a vote of 4-1.

- Public Hearing

 [Attachments](#)

14. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE COMPREHENSIVE MASTER PLAN- FUTURE LAND USE PLAN TO INCLUDE A REGIONAL NODE AT THE INTERSECTION OF CENTER STREET AND I-35 (BOUNDED ON THE NORTH BY GOFORTH ROAD, ON THE SOUTH JUST SOUTH OF FM 150, ON THE EAST ON LEHMAN ROAD, AND ON THE WEST BY THE UNION PACIFIC RAILROAD TRACKS) AND AS DEPICTED IN EXHIBIT A; PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTER ~ *Sofia Nelson, Director of Planning*

*Planning and Zoning voted 4-1 to approve the proposed land use map revision.*

- Public Hearing

 [Attachments](#)

15. *(First Reading)* AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING CHAPTER 53, ZONING ARTICLE V- LANDSCAPING AND SCREENING REQUIREMENTS TO AMEND AND ESTABLISH SECTION 53-995 TREE ORDINANCE; AUTHORIZING THE CITY SECRETARY TO AMEND ORDINANCE 438 OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION DATE; PROVIDING FOR SEVERABILITY; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED AS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Sofia Nelson, Director of Planning*

*The Planning and Zoning Commission voted 5-0 to approve the ordinance on March 26th meeting.*

- Public Hearing

 [Attachments](#)

## **IX. General Discussion and Possible Action**

16. General Discussion and Possible Action regarding the city having a Pie Festival ~ *Samantha LeMense, Council Member District 5*

 [Attachments](#)

## **X. City Managers Report**

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

- Discuss City Council Retreat Dates

 [Attachments](#)

## **XI. Executive Session**

18. Convene into Executive Session pursuant to Section 551.071 (Consultation with Attorney) to Discuss the Aqua Texas Lawsuit

 [Attachments](#)

19. Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.074 to discuss the performance evaluation and review of the City Manager.

 [Attachments](#)

20. Reconvene into Open Session to Take Action as Deemed Appropriate in the City Council's Discretion regarding the Aqua Texas Lawsuit

 [Attachments](#)

21. Reconvene into Public Session and take action as appropriate regarding the performance evaluation and review of the City Manager.

 [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/Planning & Zoning Joint Workshop - March 12, 2013

Meeting Date: 4/2/2013  
Date time: 7:00 PM

**Subject/Recommendation:** City Council/Planning & Zoning Joint Workshop - March 12, 2013 ~  
*Amelia Sanchez, City Secretary*

**Other Information:** This item is for formal approval of the minutes from the March 12th City Council/Planning & Zoning Joint Workshop, a copy of which is included with the meeting packet.

**Budget Information:** N/A

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**Attachments / click to download**

- [City Council/Planning & Zoning Joint Workshop Minutes - March 12, 2013](#)
  - [Attachment to Council/Planning & Zoning Joint Workshop Minutes. 3-12-13](#)
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## CITY OF KYLE

### CITY COUNCIL WORKSHOP

The governing body of the City of Kyle, Texas held a Joint Workshop Meeting with P&Z at 7:00 PM on March 12, 2013, at Kyle City Hall, 100 West Center, Kyle, Texas for the purpose of discussing the following agenda with the following persons present:

Mayor Lucy Johnson  
Mayor Pro Tem Hervol  
Council Member LeMense  
Council Member Wilson  
Lanny Lambert, City Manager  
Jerry Hendrix, Director of Communications  
Sophia Nelson, Director of Planning & Zoning

#### CALL MEETING TO ORDER

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

#### ROLL CALL:

Present were Mayor Johnson, Mayor Pro Tem Hervol, Council Members LeMense, and Wilson.

Mayor Johnson moved to excuse Council Member Bryant due to illness and Council Member Selbera due to family issues. Council Member Wilson seconds the motion. All aye. Motion carried.

Council Members Brad Pickett was absent.

#### DISCUSSION

#### DISCUSS WORK DONE IN 2012, TRENDS IN DEVELOPMENT AND 2013 PLANNING AN ZONING COMMISSION WORK PLAN

Sophia Nelson, Director of Planning and Zoning stated they thought it would be helpful for the two groups to meet in order to discuss the work that needs to be done this next year and to get some formal direction, get projects moving and eventually to the City Council as appropriate.

Ms. Nelson stated that a look back at 2012 included 3 new members to the commission, 7 Zoning Cases, 31 Subdivision Plats, 14 Conditional Use Permits, and 5 Variances. She stated that most of the variances reviewed were for landscaping and is on the list of Code of Ordinances they would like to present to the City Council to update and get feedback in regards as to how high a priority it is.

## CITY COUNCIL P&amp;Z WORKSHOP

March 12, 2012 ~ Page 2

Kyle City Hall

On Long Term Projects Ms. Nelson stated it had been a real busy year for the Planning and Zoning Commission in terms of having workshops in order to get to Council a final version of the I-35 Overlay Ordinance, Neighborhood Commercial Zoning District, Community Commercial District, Updated Transportation Master Plan to include Bebee road which was previously included in the 2005 Transportation Plan, but not included in the 2010 Plan, and Reviewed Updates to the Plum Creek Mixed Use Zoning designation. She stated the Commission had started work on the Tree Preservation Ordinance with a workshop that was held prior to this meeting, and that they would be wrapping up comments that were received with an additional public hearing to be held on March 26, 2013 and then pass it on the City Council for review.

Ms. Nelson spoke on trends they were seeing, such as more residential subdivision plats, overlay conditional use permits and that at the staff level, questions about the process such as requirements of public hearings and if reviews done by both P&Z and Council

She stated that she would like to ask Council to discuss trends they have seen on the dais as they have been reviewing plans that she had discussed.

Mr. Lambert wanted to point out a trend being seen in the City Managers office was developers requesting assistance and funding, public funding vehicles like a MUD and PID's. He stated that the City does not have a formal policy on MUD's and PID's and he would like to ask the staff and P&Z to possibly look at that in the future, and that he believed they could only be used for public infrastructure.

Ms. Nelson stated that the next item was prioritizing and discussion of the 2013 work plan. Ms. Nelson passed a chart around listing ordinances Planning and Zoning, Council or internally looking at our own codes that needed to be updated on some level, and to get an understanding of what work is to be done. She included in the chart (attached) whether they were new or needed updating and reasons why they needed to be looked at, such as comparison to other cities, competing for businesses and economic development within our city. She stated some of the questions might be if they are legal updates, will there be legal ramifications to the city if they aren't updated or examined for legality. She stated there were some clean up items, areas that don't match up or are repetitive and are not clear.

Ms. Nelson stated that the last item is the implementation of the Comprehensive Master Plan. She stated that the Comprehensive Master Plan identifies a vision for the City of Kyle whether through the urban design plan or recommendations for zoning in certain areas and stated she placed an "x" on the chart by areas for reasoning on why it needs to be updated. In addition to code ordinances presented she stated that also identified were long range activities, long range and current planning projects that included an annexation plan and updates to the Comprehensive Master Plan. She stated that they had heard from the Mobility Committee that in the 2005 Transportation Plan that was done by the City, there were some streets that were not necessarily carried over to the current Transportation Master Plan that was reflected in the Bebee Road update that was made.

## CITY COUNCIL P&amp;Z WORKSHOP

March 12, 2012 ~ Page 3

Kyle City Hall

She stated that there were several others that are needing updates or review on why they were not carried over. She stated she sees these as joint work between the Mobility Committee, Long Range Planning Committee, the Planning and Zoning Commission and then forwarded to the City Council. She stated that if they are not on our Transportation Plan it is not ROW we can acquire from developers as they develop these areas nor money that we can ask them to improve the road up to a certain standard that the City is missing out on.

Council Member LeMense stated that more public education was needed on zoning cases as far as the ramifications of zoning and re-zoning so that people know at what point to voice their opinions before it's too late.

Mayor Johnson asked Ms. Nelson to provide Council and P&Z Members copies of what the current zoning notice is so they could have an idea of what they look like. Council Member LeMense stated that in addition to the required legal description that has to be published take the extra time to put in what it is, and in language everyone can understand.

Ms. Nelson spoke about TIA (Traffic Impact Analysis) and our current requirement seen for some variances is a perimeter road fee, with the idea that no matter how large the development is, how many lots, you dedicate half of the difference between the right of ways, and also required to pay a fee and provide an estimate stating how much it will cost to bring up their half of the street to full compliance regardless of use. She stated that in reviewing our ordinances, along with Community Development Dept., Building Department, Economic Development Department and the City Engineer that is one aspect we don't have a fee for, an analysis or a requirement.

On Home Occupation Ms. Nelson stated this was something the Building Department had received questions on and they wanted some direction concerning traffic, signage, and lighting that would affect neighbors.

Review of the Overlay's we currently have and if they are they still needed. As updates to different categories are made would Council want them to still go through the Conditional Use process. Mayor Johnson asked if there was a way to do Overlay Districts so that when they were look at as a whole one Overlay District could be given preference over another. Ms. Nelson answered that one way would be to look at all of our Overlay Districts and decide which ones not to keep to help dwindle down Overlay's on top of Overlay's. Council Member LeMense stated she would like to see if they do start cutting out some Overlay Districts to clean up how many properties are still overlapped, and if possible to go parcel by parcel unless there are too many.

Next was the Land Use Matrix which showed the table for allowed uses and allowed zoning categories. Ms. Nelson stated that a lot of it is duplicated in the Matrix which can be cut down the size of that document and make it more readable for people. Mayor Johnson asked for a copy of the Land Use Matrix.

## CITY COUNCIL P&Z WORKSHOP

March 12, 2012 ~ Page 4

Kyle City Hall

Zoning was the next item and Ms. Nelson stated this referred to some of the adoptions made to neighborhood and Community Commercial Zoning and also looking at construction manufacturing and warehouse and how much does that list actually reflect the list of uses that are allowed in those zoning districts reflect construction manufacturing and warehouse or does it include a lot more and should they re-identify that zoning category to truly represent what is allowed.

The final item was Signage and Ms. Nelson stated that the Building Department had identified some cleanup items within the signage ordinance that they had been working through and would like to go over with the Sign Committee, Planning and Zoning and with City Council for some possible updates to make it more readable and useful.

Mayor Johnson went back to the Overlay Districts for a question she had and asked if all were happy with the results with the changes in the I35 Overlay District on taking away the CUP process and was there in interest in looking with the Overlay Districts of setting up standards for each of the Districts so they no longer have to go through the CUP process. One of the P&Z Members stated that anytime a process can be streamlined it is going to be better.

Mayor Johnson stated that at a meeting in February Council had asked P&Z to review the Plum Creek PUD and that some specific concerns were the mixed use category, in particular items that were missing in that category such as opening hours for businesses next to homes, setback requirements particularly to buildings or other businesses next to homes that weren't there, buffering and the PUD is not effective to changes in our landscaping ordinance or a possible future tree preservation ordinance and looking at the landscaping requirements of the PUD as a whole. Council Member LeMense stated that pollution was also a concern for commercial development that is closer to homes as well as closing hours and noise pollution. She stated she would like to see restrictions in mixed use in allowing for businesses in Plum Creek that would need access for 18 wheelers in the subdivision.

Mayor Johnson discussed annexation and stated that the City Manager presented some preliminary possible goals for new areas of annexation at the last Council meeting and believed there were four areas. The GLO properties on the west side, 150 on the east side all the way to Hwy 21, Bunton Creek Road past Goforth and Windy Hill. She stated that some of the things Council requested be looked at was not dividing parcels in the annexation process, not dividing neighborhoods and considering the possible future development of that area, commercial development quality of the roads, maintenance, and sewer and water implications, prioritizing and knowing the City can only annex 30% of the current total land area at one time. Council Member LeMense stated she would like the landscaping ordinance be a priority and get that done.

Following the discussion Council's direction for the P&Z work plan was the following listed in order of priority:



CITY COUNCIL P&Z WORKSHOP  
March 12, 2012 ~ Page 5  
Kyle City Hall

1. Plum Creek PUD
2. Overlay Districts
3. Landscaping
4. Perimeter Road Fee/Traffic Impact

Discussion only. No action taken.

ADJOURN

With no further business to discuss

Mayor Pro Tem Hervol moves to adjourn. Council Member LeMense seconds the motion. All votes aye. Motion carried.

The City Council Workshop meeting adjourned at 8:20 P.M.

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Lucy Johnson, Mayor

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Amelia Sanchez, City Secretary

	Competitive	Legal-Updates	Clean-up	Implementation of Comprehensive Master Plan
<b>New Ordinance</b>				<b>X</b>
<b>Tree Preservation Ordinance</b>				
<b>Update</b>			<b>X</b>	
<b>Plum Creek PUD</b>				
<b>Update</b>	<b>X</b>		<b>X</b>	<b>X</b>
<b>Landscaping- reduce size of required trees and add a requirement for street trees</b>				
<b>Update</b>	<b>X</b>			
<b>Site Development- process</b>				
<b>Update</b>	<b>X</b>			
<b>Subdivision- Process</b>				
<b>Update</b>	<b>X</b>			
<b>Public Notification- Review newspaper, signage display, and mailed notice requirements</b>				
<b>Update</b>	<b>X</b>		<b>X</b>	
<b>Overlay Districts- reduce overlaps and ensure that all overlays are still needed</b>				
<b>Update</b>	<b>X</b>		<b>X</b>	
<b>Land Use Matrix- streamline and remove duplicates and remove excess detail</b>				
<b>Update</b>	<b>X</b>		<b>X</b>	
<b>Zoning (streamline multi-family zoning designations, add a mixed use zoning category, replace category names to better reflect the intent of the district)</b>				
<b>Update</b>	<b>X</b>		<b>X</b>	<b>X</b>
<b>Downtown Code- code to include goals of urban design plan and implement goals of creating public space, residential, and commercial in very close proximity to each other</b>				
<b>New Ordinance</b>				<b>X</b>
<b>Form Based Code- New Development</b>	<b>X</b>			
<b>Update</b>			<b>X</b>	
<b>Signage</b>				
<b>Perimeter Road Fee / Traffic Impact Analysis- Assure the fee and dedication is proportional to proposed development. Include requirement for TIA</b>	<b>X</b>	<b>X</b>		
<b>Update</b>				
<b>New Ordinance</b>		<b>X</b>	<b>X</b>	
<b>Home Occupation Ordinance</b>				
<b>New Ordinance</b>				<b>X</b>
<b>Adopt street cross-sections for different types of streets</b>				
<b>New Ordinance</b>				<b>X</b>
<b>Low Impact Development Options</b>				
<b>New Ordinance</b>		<b>X</b>		<b>X</b>
<b>Vested Rights Process</b>				



# CITY OF KYLE, TEXAS

City Council Regular Meeting -  
March 19, 2013

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

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

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

**Budget Information:** N/A

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Attachments / click to download

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

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## REGULAR CITY COUNCIL MEETING

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

Mayor Lucy Johnson	Celeste Zygmont
Mayor Pro Tem Diane Hervol	
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	
Diana Blank, Director of Economic Development	
Kerry Urbanowicz, Parks and Recreation	
Steven Wadacki, City Engineer	
Sofia Nelson, Director of Planning	
Mark Shellard, IT Director	
Jeff Barnett, Police Chief	
Frank Garza, City Attorney	

## CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 7:01 P.M.

## ROLL CALL

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

Mayor Johnson stated that Council Member LeMense was out of town.

Council Member Picket was absent.

## APPROVAL OF MINUTES

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

Council Member Wilson moved to approve the City Council Regular Meeting Minutes of March 5, 2013. Council Member Bryant seconds the motion. All aye. Motion carried.

## CITIZEN COMMENT PERIOD WITH CITY COUNCIL

## CITY COUNCIL REGULAR MEETING

March 19, 2013 – Page 2

Kyle City Hall

Mayor Johnson opened the citizens comment period at 7:03 P.M. and called for comments on items not on the agenda or posted for public hearing. BJ Walker spoke about what he deemed inaccurate information made at the last Council meeting regarding Emergency Services Districts and the Resolution that was passed expressing disapproval of ESD #8 Buda Fire Department to have a sales tax added to the May ballot. He stated that it boiled down to what level of service is expected and by limiting the fire protection funding to only AD Valorem ESD taxation the question was being answered. Mayor Johnson stated that in attendance were representatives from the Kyle Area Youth Advisory Committee and they were providing a brief update items discussed at meetings. Derrick Lopez stated their goals were to better opportunities available and the community as a whole regarding the youth of Kyle. He stated that KYAAC was comprised of class presidents of both Hays High School and Lehman High School representing fellow youths that trust and believe in them. He stated City Staff liaisons included Sara Watson, Jerry Hendrix, Council Member Ray Bryant, Richard Rominger and Sandra Bryant. Terrah Freisenhaun spoke and stated that since January they had developed a number of plans which included the planning and implementation of more teen youth activities, develop a volunteer program to enable high school students to prepare for jobs in the city as well as a broader range of jobs and to improve road safety including roads, sidewalks, crosswalks and crossing guards. With no one else wishing to speak, Mayor Johnson closed the public hearing at 7:09 P.M..

## PRESENTATION

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*

Mayor Johnson and Council Members thanked Ann Long for her service to the Public Works and Service Committee.

Mayor Johnson stated she would skip items 3 and 4 until after Consent Agenda and moved to item 5.

## PROCLAMATIONS

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING MARCH 19TH AS "JAMES ALTON HOLT, SR. DAY" IN THE CITY OF KYLE, TEXAS ~ *LUCY JOHNSON, MAYOR*

Mayor Johnson tabled the item to the next meeting due to no family members being in attendance.

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

APPOINTMENTS

CONSIDERATION OF NOMINATION(S) FOR APPOINTMENT TO THE  
 COMMUNITY RELATIONS COMMITTEE  
 ~ *LUCY JOHNSON, MAYOR*

- Richard Baggett

Mayor Johnson moved to appoint Richard Baggett to the Community Relations Committee. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried.

CONSIDERATION OF NOMINATION(S) FOR APPOINTMENT TO THE  
 ECONOMIC DEVELOPMENT COMMITTEE ~ *LUCY JOHNSON, MAYOR*

Mayor Johnson stated she had concerns with having so many Chamber members on this committee and having to recuse themselves on certain votes that could create an issue, as well as concern over the lack of applicants from district 2 and stated she would like to table this item until the April 2nd meeting and see if more applications on district 2 and people not necessarily tied to the Chamber come in.

CONSENT AGENDA

*(Second 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*

*(Second 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 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 STEVEN AND REBECCA ENTERPRISES, INC. Z-13-001); AUTHORIZING THE SEVERABILITY; AND ORDAINING OTHER

CITY COUNCIL REGULAR MEETING  
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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.*

*(Second 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*

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO GREAT BIG SIGNS, INC., OF KYLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$3,645.00 FOR THE INSTALLATION OF BUILDING SIGNAGE FOR THE POLICE DEPARTMENT HEADQUARTERS ~ *JEFF BARNETT, CHIEF OF POLICE*

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO A AWNING DOCTOR OF SAN ANTONIO, TEXAS, IN AN AMOUNT NOT TO EXCEED \$1,775.00 FOR THE INSTALLATION OF WINDOW AWNINGS AT THE POLICE DEPARTMENT HEADQUARTERS ~ *JEFF BARNETT, CHIEF OF POLICE*

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO WEIGELT ENTERPRISES, LLC, OF DRIPPING SPRINGS, TEXAS, IN AN AMOUNT NOT TO EXCEED \$3,240.00 FOR THE INSTALLATION OF HYDRO-MULCHED BERMUDA GRASS IN MARY KYLE HARTSON CITY SQUARE PARK ~ *KERRY URBANOWICZ, DIRECTOR OF PARKS & RECREATION*

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO UNITED RENTALS IN AN AMOUNT NOT TO EXCEED \$1,478.21 FOR THE RENTAL OF A GENERATOR AND A LIGHT TOWER TO PROVIDE POWER AND LIGHTING FOR THE FULL MOON JUBILEE TO BE HELD APRIL 26, 2013 AT LAKE KYLE PARK ~ *KERRY URBANOWICZ, DIRECTOR OF PARKS & RECREATION*

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO NOLES PEST SERVICES DBA PESTMASTER SERVICES OF GEORGETOWN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$1,820 TO PROVIDE PEST CONTROL SERVICES FOR SPECIFIED OCCUPIED CITY FACILITIES FOR FY2013 AND CANCEL ANY



AND ALL OPEN PURCHASE ORDERS AND AGREEMENTS WITH THRASH PEST CONTROL ~ *KERRY URBANOWICZ, DIRECTOR FOR KYLE PARKS & RECREATION*

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

AUTHORIZE CITY OF KYLE INFORMATION TECHNOLOGY DEPARTMENT TO SEND OLD CELL PHONE EQUIPMENT TO RECYCLING BY WAY OF [CALL2RECYCLE.ORG](http://CALL2RECYCLE.ORG) PROGRAM AS WELL AS SELLING 108 OLD PHONES THAT QUALIFY FOR SPRINT'S BUY BACK PROGRAM TO BE SOLD TO SPRINT FOR \$2,279.00 ~ *MARK SHELLARD, DIRECTOR OF INFORMATION TECHNOLOGY*

Mayor Pro Tem Hervol moved to Approve Consent Agenda Item # 8 ~ 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 and Emergency Services Committee, and the Economic Development and Tourism Committee, Revising Members of Office; Revising Duties, Membership, Terms, Appointments; And Providing for Related Matters; Item # 9 ~ 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; **Item # 10** ~ 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; **Item # 11** ~ Authorize award and execution of a Purchase Order to GREAT BIG SIGNS, INC., of Kyle, Texas, in an amount not to exceed \$3,645.00 for the installation of building signage for the Police Department headquarters; **Item # 12** ~ Authorize award and execution of a Purchase Order to A AWNING DOCTOR of San Antonio, Texas, in an amount not to exceed \$1,775.00 for the installation of window awnings at the Police Department headquarters; **Item # 13** ~ Authorize award and execution of a Purchase Order to WEIGELT ENTERPRISES, LLC, of Dripping Springs, Texas, in an amount not to exceed \$3,240.00 for the installation of hydro-mulched Bermuda grass in Mary Kyle Hartson City Square Park; **Item # 14** ~ Authorize award and execution of a Purchase Order to UNITED RENTALS in an amount not to exceed \$1,478.21 for the rental of a generator and a light tower to provide power and lighting for the Full Moon Jubilee to be held April 26, 2013 at Lake Kyle Park; **Item # 15** ~ Authorize award and execution of a Purchase Order to NOLES PEST SERVICES DBA PESTMASTER SERVICES of Georgetown, Texas, in an amount not to exceed \$1,820 to provide pest control services for specified occupied city facilities for FY2013 and cancel any and all open Purchase Orders and agreements with Thrash Pest Control; **Item #16** ~ Authorize City of Kyle Information Technology

Department to send old cell phone equipment to recycling by way of [call2recycle.org](http://call2recycle.org) program as well as selling 108 old phones that qualify for Sprint's buy back program to be sold to Sprint for \$2,279.00. Council Member Selbera seconds the motion. All aye. Motion carried.

#### CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Back to Item # 4

#### PRESENTATION

PRESENTATION OF KYLE CHAMBER OF COMMERCE QUARTERLY REPORT FOR REPORTING PERIOD OCTOBER 2012 THROUGH DECEMBER 2012 ~ *RAY HERNANDEZ, EXECUTIVE DIRECTOR OF KYLE AREA CHAMBER OF COMMERCE & VISITOR'S BUREAU*

Ray Hernandez, Executive Director of Kyle Chamber of Commerce provided a presentation of the Kyle Chamber of Commerce Quarterly Report for Reporting Period October 2012 through December 2012.

PRESENTATION BY GARY SCHATZ ON A PROPOSED ROUND-ABOUT VS. TRAFFIC LIGHT LOCATED AT FM 1626 AND KOHLER'S CROSSING ~ *SOFIA NELSON, DIRECTOR OF PLANNING; STEVEN D. WIDACKI, P.E., CITY ENGINEER; AND JEFF BARNETT, CHIEF OF POLICE*

Gary Schatz provided a presentation on a proposed round-about vs. traffic light located at FM 1626 and Kohler's Crossing.

Mayor Johnson moved to Item #19

#### CONSIDER AND POSSIBLE ACTION

CONSIDER CITY COUNCIL RECOMMENDATION TO TXDOT REGARDING INTERSECTION OF FM1626 AND KOHLER'S CROSSING TRAFFIC CONTROL DEVICE ~ *LANNY LAMBERT, CITY MANAGER*

Mayor Johnson moved to recommend TXDOT move forward with the planning of a round-about at 1626 and Kohlers Crossing and to work with city staff specifically to hold public information sessions within the City of Kyle to educate the general public. Council Member Selbera seconds the motion. All votes aye. Motion carried.

Mayor Johnson stated that they would come back to Item # 17 after Executive Session.

## CITY COUNCIL REGULAR MEETING

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Kyle City Hall

CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF CHANGE ORDERS #1 & #2 TO THE CONSTRUCTION CONTRACT FOR SPAWGLASS CONTRACTOR'S, INC., OF AUSTIN, TEXAS, IN THE AMOUNT OF \$3,490 FOR A TOTAL CONTRACT AMOUNT OF \$176,236 FOR THE CONSTRUCTION OF PHASE II OF THE HISTORICAL KYLE DEPOT ~ *JERRY HENDRIX, DIRECTOR OF COMMUNITY DEVELOPMENT*

Council Member Bryant moved to approve Change Orders #1 & #2 to the Construction Contract for SPAWGLASS CONTRACTOR'S, INC., of Austin, Texas, in the amount of \$3,490 for a total contract amount of \$176,236 for the Construction of Phase II of the Historical Kyle Depot. Council Member Sebera seconds the motion. All aye. Motion carried. Mayor Johnson was off the dais for the vote.

CONSIDERATION AND POSSIBLE ACTION ON PROPOSED ADDITIONAL LANGUAGE TO THE HAYS COUNTY GANG TASK FORCE INTERLOCAL AGREEMENT ~ *JEFF BARNETT, CHIEF OF POLICE*

Mayor Johnson is back on dais.

Council Member Selbera moved to approve the proposed additional language to the Hays County Gang Task Force Interlocal Agreement. Mayor Pro Tem Hervol seconds the motion. All votes aye. Motion carried.

AUTHORIZE STAFF TO SOLICIT BIDS FOR THE HANDICAP ACCESS POWER DOOR OPENER FOR CITY HALL EAST DOOR AND CITY COUNCIL CHAMBER DOOR ~ *SAMANTHA LEMENSE, COUNCIL MEMBER DISTRICT 5*

Mayor Pro Tem Hervol moved to Authorize Staff to solicit bids for the handicap access power door opener for City Hall and amends to include east exterior door, south exterior door and the City Council Chamber interior door from Buy Board Coop Council Member Bryant seconds the motion. All aye. Motion carried.

AUTHORIZE EXECUTION OF AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIANNA L. TINKLER INCREASING THE CONTRACT AMOUNT BY \$11,400.00 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$41,185.00 FOR RIGHT-OF-WAY ACQUISITION SERVICES ASSOCIATED WITH THE BUNTON CREEK WASTEWATER INTERCEPTOR, PHASE 3 PROJECT ~ *STEVEN WIDACKI, P.E., CITY ENGINEER*

Mayor Pro Tem Hervol moved to Authorize execution of Amendment Number 1 to the Professional Services Agreement with Dianna L. Tinkler increasing the contract amount

by \$11,400.00 for a revised total contract amount not to exceed \$41,185.00 for right-of-way acquisition services associated with the Bunton Creek Wastewater Interceptor, Phase 3 Project. Council Member Selbera seconds the motion. All aye. Motion carried.

#### CITY COUNCIL REGULAR MEETING

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Kyle City Hall

AUTHORIZE EXECUTION OF AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LNV, INC., INCREASING THE CONTRACT AMOUNT BY \$10,020.00 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$183,560.00 FOR RIGHT-OF-WAY ACQUISITION SERVICES ASSOCIATED WITH THE SOUTHSIDE WASTEWATER IMPROVEMENTS PROJECT ~ *STEVEN WIDACKI, P.E., CITY ENGINEER*

Council Member Wilson moved to Authorize execution of Amendment Number 1 to the Professional Services Agreement with LNV, Inc., increasing the contract amount by \$10,020.00 for a revised total contract amount not to exceed \$183,560.00 for right-of-way acquisition services associated with the Southside Wastewater Improvements Project. Council Member Selbera seconds the motion. All aye. Motion carried.

#### CITY MANAGERS REPORT

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

City Manager Lanny Lambert notified Council that the Police Department would be holding an open house as soon as signage and awnings were installed and would probably be sometime between May 13th and the 17th during the week of National Police Week.

- Discuss Annexation Calendar

City Attorney Frank Garza spoke briefly to the Council about a potential annexation calendar at City Managers Lanny Lambert's request.

#### STAFF REPORT

PRESENTATION OF THE POLICE DEPARTMENT'S ANNUAL RACIAL PROFILING REPORT FOR 2012 ~ *JEFF BARNETT, CHIEF OF POLICE*

Jeff Barnett, Chief of Police provided a presentation of the Police Department's Annual Racial Profiling Report for 2012 to the Council.

#### EXECUTIVE SESSION

## CITY COUNCIL REGULAR MEETING

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Kyle City Hall

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T CODE, § 551.087, TO DELIBERATE OFFERS OF FINANCIAL OR OTHER INCENTIVES AND ECONOMIC DEVELOPMENT NEGOTIATIONS WITH BUSINESS PROSPECTS THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY

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 TO DISCUSS:

1. STATUS OF THE FORMER CITY ATTORNEY
2. STEPS TO TAKE IN FILLING THE POSITION OF CITY ATTORNEY

Mayor Johnson moved to Convene into Executive Session at 9:28 P.M. pursuant to Tex. Gov't Code, § 551.087, to deliberate offers of financial or other incentives and economic development negotiations with business prospects that the City seeks to have locate, stay or expand in or near the City, and 551.074, Consultation with Attorney and Personnel Matters to discuss: 1. Status of the former City Attorney and 2. Steps to take in filling the position of City Attorney. Council Member Selbera seconds the motion. All aye. Motion carried.

RECONVENE INTO OPEN SESSION TO TAKE ANY AND ALL ACTIONS AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING OFFERS OF FINANCIAL OR OTHER INCENTIVES AND ECONOMIC DEVELOPMENT NEGOTIATIONS WITH BUSINESS PROSPECTS THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY

RECONVENE INTO PUBLIC SESSION AND TAKE ACTION AS APPROPRIATE IN THE COUNCIL'S DISCRETION REGARDING:

1. STATUS OF THE FORMER CITY ATTORNEY
2. STEPS TO TAKE IN FILLING THE POSITION OF CITY ATTORNEY

Mayor Johnson moves to Reconvene into Open Session at 10:20 P.M. to take any and all actions as deemed appropriate in the City Council's discretion regarding offers of financial or other incentives and economic development negotiations with business prospects that the City seeks to have locate, stay or expand in or near the City, and Reconvene Into Public Session and take action as appropriate in the Council's discretion regarding 1. Status of the former City Attorney and 2. Steps to take in filling the position of City Attorney. Council Member Selbera seconds the motion. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING  
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Mayor Johnson stated that no action was taken in Executive Session and no action needed to be taken now including no action needed on Item # 17.

ADJOURN

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

The City Council meeting adjourned at 10:20 P.M.

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Lucy Johnson, Mayor

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Amelia Sanchez, City Secretary



# CITY OF KYLE, TEXAS

## Employee of the Month

Meeting Date: 4/2/2013  
Date time: 7:00 PM

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

- Laura Hernandez, Records Specialist, Kyle Police Department
- Stephanie Robinson, Records Specialist, Kyle Police Department

**Other Information:**

**Budget Information:**

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Attachments / click to download

[Laura Hernandez](#)

[Stephanie Robinson](#)

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# CITY OF KYLE, TEXAS

## Child Abuse Prevention and Awareness Month

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Proclamation of the City of Kyle, Texas Proclaiming the month of April as "Child Abuse Prevention and Awareness Month" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

**Other Information:**

**Budget Information:**

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[Child Abuse Prevention and Awareness Month Proclamation](#)

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# CITY OF KYLE



## *City Council Proclamation*

WHEREAS, More than 64,366 cases of child abuse and neglect were confirmed in Texas in 2012, resulting in the death of 212 children and the placement of 31,302 children in foster care in Texas; and

WHEREAS, more than 315 children in Hays County were confirmed victims of child abuse in 2012; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, locally, representatives from Hays County Child Welfare Board, Hays County District Attorney's Office, Hays- Caldwell Women's Center and Roxanne's House, Greater San Marcos Youth Council, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), San Marcos, Buda and Kyle Police Departments, Hays County Sheriff's Office, and CTMC have joined forces to provide a united effort to offer prevention and supportive services to child victims and their families; and

WHEREAS, everyone in Kyle should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.

NOW, THEREFORE, I, Lucy Johnson, by virtue of the authority vested in me as Mayor of the City of Kyle, Texas, do hereby proclaim the month of April 2013 as

## **"CHILD ABUSE PREVENTION AND AWARENESS MONTH"**

And do hereby call upon the citizens of Kyle to work together to raise awareness and prevent child abuse in our community and beyond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Kyle, Texas, this 2nd day of April, 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



# CITY OF KYLE, TEXAS

## Sexual Assault Awareness and Prevention Month

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Proclamation of the City of Kyle, Texas Proclaiming the month of April as "Sexual Assault Awareness and Prevention Month" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

**Other Information:**

**Budget Information:**

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[Sexual Assault Awareness and Prevention Month Proclamation](#)

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# CITY OF KYLE



## *City Council Proclamation*

WHEREAS, almost 13 percent of Texans have been sexually assaulted, and that equates to nearly 2 million Texans; and

Attachment number 1 \nPage 1

WHEREAS, 1 in 5 women and 1 in 20 men in Texas suffer from this devastating crime affecting all races, ages and economic situations; and

WHEREAS, the Hays- Caldwell Women's Center provided direct services to 391 victims of sexual assault in Hays and Caldwell counties last year including 46 victims from Kyle; and

WHEREAS, the City of Kyle is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and

WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of the City of Kyle depends upon our actions to end sexual assault;

NOW, THEREFORE, I, Lucy Johnson, by virtue of the authority vested in me as Mayor of the City of Kyle, Texas, do hereby proclaim April, 2013, as

## **"SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH"**

And call upon the people of Kyle to increase their awareness and build upon the network of support to mobilize and prevent sexual assault in our community and across this great state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Kyle, Texas, this 2nd day of April, 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





# CITY OF KYLE, TEXAS

## Appointments to Economic Development Committee

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

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

- Pat Hough
- Magdalena Gillespie

**Other Information:**

**Budget Information:** A Fiscal Note is not required.

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[Pat Hough Committee Application](#)

[Magdalena Gillespie Committee Application](#)

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Grace Nino &lt;gracenino@cityofkyle.com&gt;

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## City of Kyle Texas Website submission: Committee Volunteer Application

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City of Kyle Texas &lt;webmaster@cityofkyle.com&gt;

Mon, Mar 11, 2013 at 4:50 PM

To: gracenino@cityofkyle.com

Submitted on Monday, March 11, 2013 - 16:50  
Submitted by anonymous user: [70.112.178.160]  
Submitted values are:

Name: Pat Hough

Address: 346 Spring Drive

E-Mail: [jhough5@austin.rr.com](mailto:jhough5@austin.rr.com)Best Phone Number to Reach You: [5125043388](tel:5125043388)

Sub Division: FOUR SEASONS FARM

Committees you are interested in: ED&amp;T COMMITTEE

Professional, Education and Work Background: 2010-2011, Bookkeeper/Accountant CRDN, Buda, 2008-2009,  
Bookkeeper/Accountant Irrigation Subcontractor Austin, 2006-2008, Shutter Maker bookkeeper, Kyle, 1995-2005  
accountant/Corporate Treasure Smart doors, Chandler

Previous or Current Community/Committee Involvements: No Committees , Member of HOA Board Past  
president and still member

Special Knowledge or Experience: Various bookkeeping experience in all type's of business's

How long have you been a Kyle resident? December 2005

Today's Date: 2013-03-11

Other Comments:

Item # 6



Grace Nino &lt;gracenino@cityofkyle.com&gt;

## City of Kyle Texas Website submission: Committee Volunteer Application

City of Kyle Texas <webmaster@cityofkyle.com>

Fri, Mar 8, 2013 at 10:58 AM

To: gracenino@cityofkyle.com

Submitted on Friday, March 8, 2013 - 10:58  
 Submitted by anonymous user: [147.26.143.127]  
 Submitted values are:

Name: Magdalena Gillespie

Address: 1133 Twin Cove

E-Mail: [magdagillespie@gmail.com](mailto:magdagillespie@gmail.com)

Best Phone Number to Reach You: [512.665.5628](tel:512.665.5628)

Sub Division: Bunton Creek

Committees you are interested in: Economic Development and Tourism Committee

Professional, Education and Work Background:

Professional Background:

\* Administrative Assistant II - Alumni Relations, Texas State University

Employed October 2012-present

\* Communication Specialist-Hays Consolidated Independent School District Employed July 2011-September 2012

\* Office Administrator - Kyle Area Chamber of Commerce

Employed May 2011-July 2011

\* Team Leader-Team Relations - Target Corporation

Employed June 1999-August 2008

\* Administrative Technician III - Texas Department of Agriculture, Human Resources Division Employed January 2004-May 2005

Education:

Bachelor of Science from Texas State University-San Marcos

Major: Family and Consumer Science Minor: Business Administration

Certificate of Non-profit and Leadership Management from the Texas Association of Non-profit Organizations

Previous or Current Community/Committee Involvements:

Professional and Civic Affiliations

- 2008 City of Kyle Leadership Academy Certification
- 2008 City of Kyle Community Support Funding Ad Hoc Committee
- 2008-2011 Buda/Kyle Relay for Life Committee Volunteer
- 2007-2011 City of Kyle Tourism Committee
- 2009-2012 HCISD Education Foundation Denim & Diamonds Volunteer
- 2009-2012 Meals on Wheels Volunteer

Special Knowledge or Experience:

Additional Knowledge/Experience:

\* Through the Kyle Chamber of Commerce, working closely with the office of Economic Development

\* Representing my organization(s) at the state and local level

\* Knowledge of the Tourism Industry through attending events sponsored by the Texas Travel Industry Association

8 Working collaboratively with other departments to ensure successful project completion

How long have you been a Kyle resident? August 2007-present

Today's Date: 2013-03-08

Other Comments:

Item # 6

Item # 6



# CITY OF KYLE, TEXAS

## Appointments to the Community Relations Committee

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

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

- Dallas Lee

**Other Information:**

**Budget Information:** A Fiscal Note is not required.

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Attachments / click to download

 [Committee Application for Dallas Lee](#)

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Grace Nino &lt;gracenino@cityofkyle.com&gt;

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## City of Kyle Texas Website submission: Committee Volunteer Application

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City of Kyle Texas &lt;webmaster@cityofkyle.com&gt;

Sun, Oct 14, 2012 at 10:38 PM

To: gracenino@cityofkyle.com

Submitted on Sunday, October 14, 2012 - 22:38  
 Submitted by anonymous user: [70.112.179.180]  
 Submitted values are:

Name: DALLAS R LEE JR  
 Address: 210 AMBERWOOD SOUTH  
 E-Mail: [DRLJ7@MSN.COM](mailto:DRLJ7@MSN.COM)  
 Best Phone Number to Reach You: [512-444-8500](tel:512-444-8500)  
 Sub Division: AMBERWOOD  
 Committees you are interested in:  
 COMMUNITY RELATIONS  
 PUBLIC WORKS AND SAFETY  
 Professional, Education and Work Background:  
 B.S. Psychology/Sociology, 1973

1994 - PRIVATE CONSULTANT - (Austin, Texas)  
 Present

Consultant to public/private sector entities in the development, implementation and monitoring of maintenance contracts, Indoor Air Quality (IAQ) and Indoor Environmental Quality (IEQ) issues; services and products, sustainable residential/commercial building, and healthcare concerns.

1997 – SERVITAS LLC – (Austin, Texas)  
 Present

Consultant to public/private entities in the strategic planning, implementation, introduction to executive decision makers for products and or ideas, and the monitoring and reporting of those efforts.

1993 - DIVISIONAL DIRECTOR - Environmental Quality Services General Services Commission  
 1994 (Austin, Texas)

Political hire by former Governor Ann Richards to assume the duties as the Program Administrator for the Building Services (Janitorial) Department which was jeopardizing the status of General Services and putting the Commission in a tenuous position with the Texas Sunset Commission for ineffectiveness. Promoted to Divisional Director after one month and had Groundskeeping, Recycling and Pest Control Departments assigned under my Directorship upon which I immediately created the Environmental Quality Services Division to better serve the future needs of those industries. Developed, implemented, retrained, and re-educated employees on proper cleaning and safety methods, replaced toxic chemicals and products, and introduced environmentally safe products and chemicals. Guest speaker on Sustainable Building Practices and became an advocate for IAQ issues. Completely restructured, redesigned, and reorganized entire division to meet the needs and standards of approximately 20 "high-profile" buildings (Capitol, Capitol Extension, Governor's Mansion, LBJ Building, Stephen F Austin Building, Texas Department of Insurance, Secretary of State Building, etc.). Enhanced the recycling program to educate customers on paper distributions and sorting. Rewrote privatized cleaning specifications which were accepted and incorporated as guidelines by several different departments in the City of Austin, as well as Travis County. Privatized Custodial Contracts for the Capitol and Capitol Extension and made current vendors accountable. Rewrote job descriptions and initiated self-esteem classes. Created a state/community college partnership that allowed custodial staff to obtain GED's. Developed and implemented a tenant relations committee for all buildings. Decreased absenteeism by 87%. Saved \$3.2 million of budget, while increasing

Item # 7

overall effectiveness of the department (prior budgets were in the red on an average of \$4.1 million).

1990 - ASSISTANT DIRECTOR - Housekeeping, Brackenridge Hospital (Austin, Texas)  
1992

Restructured programs to better facilitate needs of hospital. Increased employee morale that led to decreased absenteeism and better job performance. Instrumental in preparing department for first JCAHO Inspection (passed with flying colors). I developed and implemented a training program for employees to ensure better job performance.

1988 - NIGHT MANAGER - Housekeeping, Four Season's Hotel (Austin, Texas)  
1989

Designed and implemented a program that brought Housekeeping services in line with those expected from a Four Star Hotel and negotiated with vendors on a revamped supply program.

Page 02

1983 - CO-OWNER, Perimeter (Maryland) & OWNER - Perimeter (Austin, Texas)  
1993

All of Perimeters contracts were commercial as well as residential and were inclusive of all duties carried out as a janitorial service company. In addition, Perimeter implemented the first total quality management (TQM) program for this type of business in Austin.

1980 - FOUNDER/CEO/PRESIDENT, P.O.S.H. (Maryland, Virginia & Washington DC)  
1988

Planned, implemented and produced Haute Couture fashion shows, dinner banquets, fund-raising benefits for American Cancer Society, American Lung Association, NIH (National Institute of Health) and other organizations. Conducted informal and formal social events for area businesses, hotels and other entities.

1978 - CO-OWNER, PROJECT MANAGER & AREA MANAGER Perimeter, Service Enterprise &  
1986 Shalimar Maintenance Company, Inc., (Virginia-Maryland Area)

Managed janitorial & food service contracts which consisted of 500+ employees, approximately 17 million sq.ft. that were seven (7) day-a-week contracts. All sites listed are primarily military contracts. Duties were inclusive of reviews, evaluations, training and implementation of employee/manager seminars. Established a complete Quality Control Program (QCP) and Safety Program. Negotiated Vendor Contracts. Facilities included barracks, hospitals, health clinics, mess halls and administrative buildings.

- Aberdeen Proving Ground (Aberdeen, MD)
- Andrews Air Force Base (Suitland, MD)
- Arlington Hall Station (Arlington, VA)
- Bolling Air Force Base (Virginia)
- Cameron Station (Alexandria, VA) and RADAR Health Clinic
- Defense Communications Agency (Arlington, VA)
- Fort Meyer (Arlington, VA)
- Fort Meade (Jessup, MD)
- The Pentagon (Washington, DC)

1973 - BUYER (Men's & Boy's Clothing) - Garfinckels, Department Store (Washington, DC)  
1978

Devised and conducted sales training seminars. Purchased merchandise for eight stores, sixteen departments, with an annual budget of \$54.2 million. Maintained journals and on-order books; responsible for inventory control.

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## Previous or Current Community/Committee Involvements:

## COMMUNITY ORGANIZATIONS

Model Cities Neighborhood Action Board – Board Member, 1968-1969 – (PG County, Maryland)

Baseball Against Drugs - Executive Director, 1989-1996 - (Austin, Texas)

CEACO (Central East Austin Community Organization) - Board of Directors, 1992-1993 - (Austin, Texas)

United Way - Vice Chairman, 1992 - (Round Rock, Texas)

Board Member – Texas Coalition of Black Democrats, 1993-1994 – (Austin, Texas)

Williamson County Humane Society - Board of Directors, 1994-95  
(Round Rock, Texas)

Texas Department of Health Taskforce - Technical Committee for School District IAQ Guidelines, 1997 - 2001  
(Austin, Texas)

Clean AirFORCE Austin, Texas- Mayor's Technical Task Force on Air Quality 1997-2001 - (Austin, Texas)

Texas State Occupational Information Coordinating Committee – Stakeholder on Emerging & Evolving  
Occupations for the State of Texas Publication, 1997-98  
(Austin, Texas)

Parents of Concerned African American Students – President, Sunset Valley Elementary – 1999 - 2000  
(Austin, Texas)

Campus Advisory Committee, Sunset Valley Elementary, Member - 1999-2000, 2005,

2006

(Austin, Texas)

EPA – Stakeholder on Healthy Buildings, Healthy People: A Vision for the 21st Century Publication - 2001  
Washington, DC

Basketball Coach – Christ Community Christian School (City of Austin Championship Grades 5 - 6), 2001  
Austin, Texas

Spurs Drug Free Basketball League Certified Coach – South Austin Recreation Center – 2001 – Present  
Austin, Texas

PTA President, Sunset Valley Elementary - 2006 – 2007 - (Austin, Texas)

Campus Advisory Committee – Akins High School - 2006 – 2007 - (Austin, Texas)

Campus Advisory Committee – Akins High School – 2007 – 2008 - (Austin, Texas)

PTA President, Wallace Middle School – 2007 – 2008 - (Kyle, Texas)

Kyle Leadership Organization – 2012 – (Kyle, Texas)

Kyle Police Citizens Academy - 2012 - (Kyle, Texas)

## Special Knowledge or Experience:

Governor's Leadership & Development Program - Governor Ann Richards (New Braunfels, Texas)

Management Development Program of the Governor's Center for Management Development (Austin, Texas)

Total Quality Management, Philosophy, Principals and Techniques Training – Extensive (Austin, Texas)

Sexual Harassment & Conflict Resolution Training – Extensive (Austin, Texas)

Disabled & Mentally Challenged Personnel Training – Extensive (Austin, Texas)

Dale Carnegie Sales Training Skills/Area Manager – Extensive (Prince George's County, Maryland)

How long have you been a Kyle resident? FOUR (4) YEARS

Today's Date: 2012-10-14

Other Comments:



# CITY OF KYLE, TEXAS

## Depot Board Appointments

Meeting Date: 4/2/2013  
Date time: 7:00 PM

**Subject/Recommendation:** Consideration of Nomination(s) for Appointment to the Kyle Depot Board ~ *Lucy Johnson, Mayor*

- Jane Kirkham

**Other Information:**

**Budget Information:**

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Award Purchase Order to Kyocera for KPD Printers

Meeting Date: 4/2/2013  
Date time: 7:00 PM

**Subject/Recommendation:** Authorize award and execution of a 60-month lease agreement with Kyocera Document Solutions of Fairfield, NJ, in an amount not to exceed \$481.24 per month or \$28,874.40 for the term of the lease plus any excess use charges including charges for all color copies for three (3) color copiers for the Kyle Police Department and cancel award to TLC Office Systems for the same equipment ~ *Mark Shellard, Director of Information Technology*

**Other Information:** The following documents are attached to provide complete details:

1. Lease agreement with Kyocera Document Solutions
2. City Council award made to TLC Office Systems on February 19, 2013 and supporting documents.
3. Fiscal Note

**Budget Information:** A Fiscal Note is attached.

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

**Attachments / click to download**

[TLC Lease Agreement](#)

[Kyocera Lease Agreement](#)

[Fiscal Note](#)

---

# Purchase Order

**CITY OF KYLE**

DATE: 3/4/2013

P.O. Number \_\_\_\_\_

## KYOCERA DIR-SDD-1664 CONTRACT QUOTE

**Vendor**

Kyocera Document Solutions  
 225 Sand Road  
 Fairfield, NJ 07004

**Ship To:**

City Of Kyle Police Department  
 111 N Front St  
 Kyle, TX 78640  
 512-268-0859  
 Delivery contact name: Robert Olvera

**Invoice To:**

City Of Kyle Police Department  
 100 W Center St  
 Kyle, TX 78640  
 512-262-1010  
 Invoicing contact name:  
 Lanny Lambert

Item # 9

# OF UNITS	DESCRIPTION	MONTHLY AMOUNT	EXTENSION
2	TA-5550ci	\$153.07	\$306.14
2	DP-771	inc.	
2	DF-770	inc.	
2	AK730	inc.	
2	PF-730	inc.	
2	FAX SYSTEM V	inc.	
2	5,000 Black & White copies included with overages @ \$.0077 per copy	\$38.50	\$77.00
2	All color copies billed @ \$.0455 per copy		
1	FS-C2626MFP	\$58.20	\$58.20
1	PF-520	inc.	
1	SD-144-1(A)	inc.	
1	3000 black & white copies included with overages @ \$.0133 per copy	\$39.90	\$39.90
1	All color copies billed @ \$.0632 per copy		
1	Professional Services, Delivery, Installation and Training	inc.	
<b>TOTAL</b>			<b>\$481.24</b>

This purchase order # \_\_\_\_\_ serves as both the purchase order and schedule to master lease agreement # DIR-SDD-1664. The purchase option at the end of the lease is fair market value.

Term of lease - 60 months

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE





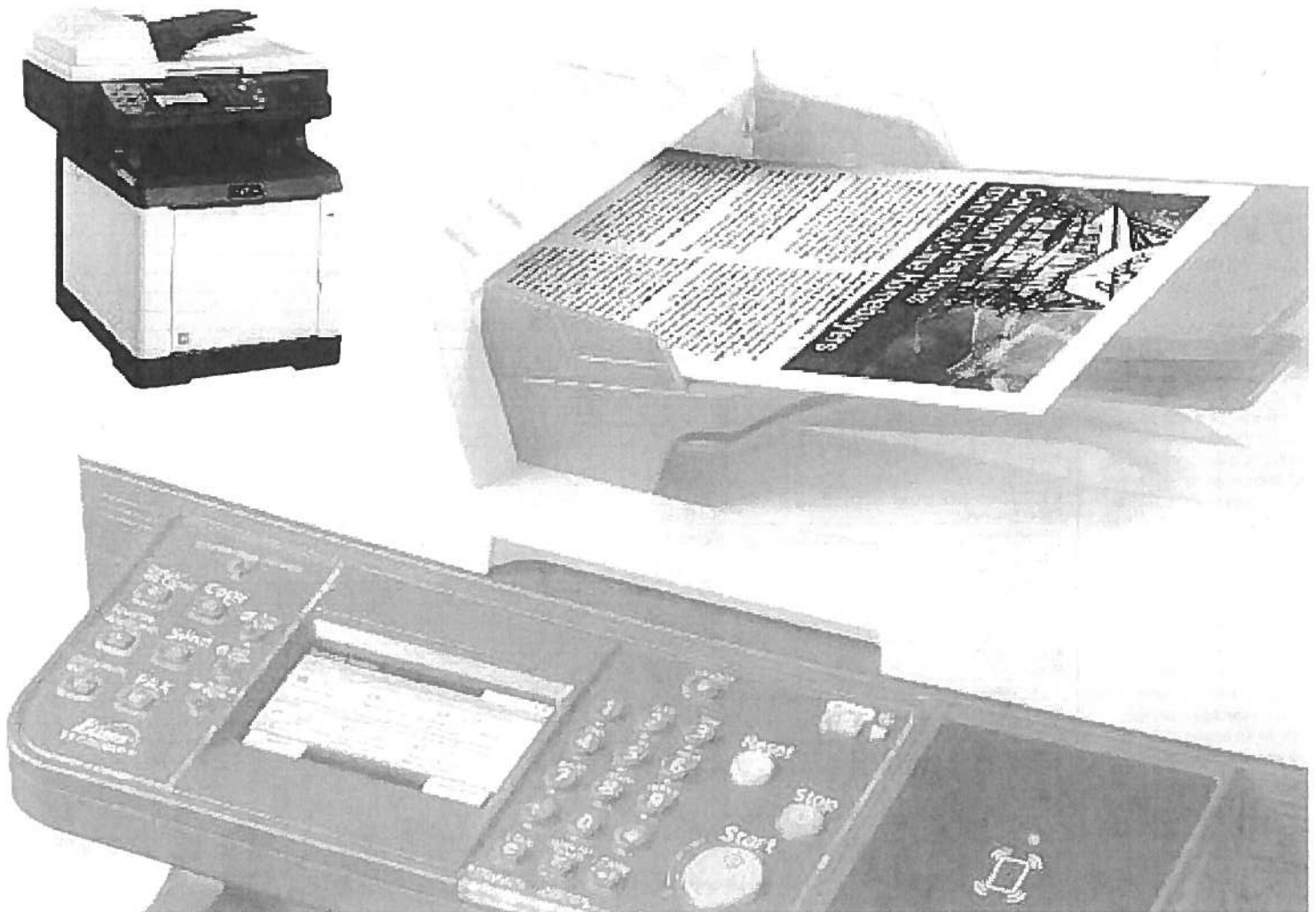
Document Solutions

**FS-C2626MFP** | Color Multifunctional Printer

**ECONOMICAL. ECOLOGICAL. ECOSYS TECHNOLOGY.**

- Fast output speeds of 28 pages per minute
- Standard print, copy, scan and fax
- Newly designed color touch screen control panel
- ECOSYS® long life consumables reduce operating costs
- USB interface for convenient print-from and scan-to capability
- HyPAS™ capable for critical business applications

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FS-C2626MFP



FS-C2626MFP standard configuration



FS-C2626MFP shown fully configured for optimal performance



Touch screen control panel for simple navigation and streamlined job execution

**HyPAS**

Hybrid Platform for Advanced Solutions

Kyocera Document Solutions America's objective is to manufacture superior products with a low Total Cost of Ownership (TCO) and minimize the impact on the environment. Kyocera's OSYS printers incorporate a patented long life drum which is separate from the toner container, eliminating the need to replace the drum when toner is depleted - and reducing landfill waste.

OSYS printers provide customers with a printing solution that incorporates long life consumables and one of the lowest costs per print. The operating costs of traditional cartridge-based printers can easily exceed many times the original purchase price during the life of the product. Reduce your printer costs today.

**KYOCERA**  
Document Solutions

Basic Specifications	
Configuration	Color Multifunctional Printer - Standard Copy, Print, Scan, and Black & White Fax
Pages Per Minute	Letter: 28 ppm; Legal: 23 ppm; A4: 26 ppm; Duplex: 13 ipm (Letter)
Warm-up Time	29 Seconds or Less
First Copy / Print Out Time	Black: 10 Seconds, Color: 12 Seconds / Black: 9.0 Seconds, Color: 10.5 Seconds
Resolution	600 x 600 dpi
Memory (Std / Max)	1 GB RAM / 2 GB RAM
Duplex	Standard Stackless
Electrical Requirements	120V, 60Hz, 9A; 220-240V, 50/60Hz, 4.8A
Typical Energy Consumption (TEC)	3.642 KWh/Week
Size / Weight	20.3" W x 21.7" D x 23.7" H / 85.1 lbs
Max Monthly Duty Cycle	65,000 Pages Per Month
Paper Supply	
Standard Paper Sources	Standard 250 Sheet Paper Drawer, 50 Sheet Multi Purpose Tray
Optional Paper Sources	Up to two (2) optional 500 Sheet Paper Drawers can be added (PF-520 or PF-530)
Paper Capacity	Standard: 300 Sheets; Maximum: 1,300 Sheets
Paper Size	5.5" x 8.5" - 8.5" x 14" (Statement to Legal) via Drawers, 2.8" x 5.8" - 8.5" x 14" via MPT
Paper Weight	Standard Drawers and PF-520: 16 lb Bond - 90 lb Index (60 - 163gsm); MPT and PF-530: 16 lb Bond - 120 lb Index (60 - 220gsm)
Input Materials	Bond Paper, Recycled Paper, Transparencies, Labels, Glossy, Envelopes (print only)
Document Processor	
Type / Capacity	Standard Reversing Automatic Document Processor / 50 Sheets (Letter)
Copy Scan Speed	35 ipm Black; 25 ipm Color
Acceptable Originals / Weights	Letter, Legal, A4 / Simplex: 13 - 32 lb Bond (50 - 120gsm), Duplex: 13 - 60 lb Index (50 - 110gsm)
Duplex	
Paper Size	Letter, Legal, A4, Statement
Paper Weight	16 lb Bond - 90 lb Index (60 - 163gsm)
Duplex Modes	1:2; 2:2; 2:1
Copy Specifications	
Image Mode	Text, Photo, Text/Photo, Auto, Graphic/Map, Printer Output, Manual
Continuous Copy	1 - 999 / Auto Reset to 1
Additional Copy Features	Auto Center, Magnification and Auto Paper Select, Combine Image, Auto Start, Priority Copy, 100 Department Codes, 20 Customizable User Logins, Job Programs
Magnification / Zoom	Full Size, 7 Reduction, 5 Enlargement Preset Ratios, 25 - 400% in 1% step increments
Document Box	Job Box for RAM Based Private Print, Removable Memory for Print-from/Scan-to USB
Printer Specifications	
Controller	PowerPC 464 / 800MHz
PDLs/Emulations	PRESCRIBE, PCL6 (5e, XL), KPDL3 (PS3), XPS, Novell Print
Fonts	93 KPDL3, PCL6, 8 Vista, 1 Bitmap, 45 Barcodes, 1 PDF-417
Windows OS Compatibility	Windows 2000 / XP / 2003 / Vista / 2008 / 7
Mac OS Compatibility	Mac OS 10.x
UNIX OS Compatibility	Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)
Interfaces	Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, USB Host Interface
Network Print and Supported Protocols	TCP/IP, IPX/SPX, AppleTalk, NetBEUI, IPsec, HTTPS, LDAP over SSL, SNMPv3, Kerberos, NTLM, 802.1x
Drivers	KX Driver, Mini Driver, PPD for Mac, PPD for UNIX
Utilities	PRESCRIBE Utilities, PDF Direct Print, KMnet Admin, KMnet Viewer, Status Monitor, Command Center
Scan Specifications	
Scan Type	Color and Black & White Scanner
Scan Resolutions	200, 300, 400, 600, 200 x 100, 200 x 400 dpi
Network Scan Speed	Mono: 300/200 dpi - 35 ipm Simplex; 18 ipm Duplex / 600 dpi - 25 ipm Simplex; 13 ipm Duplex Color: 300/200 dpi - 25 ipm Simplex; 13 ipm Duplex / 600 dpi - 13 ipm Simplex; 7 ipm Duplex
File Formats	TIFF, JPEG, XPS, PDF, PDF/A
Connectivity / Supported Protocols	10/100/1000BaseTX / TCP/IP; Hi-Speed USB 2.0
Scanning Functions	Scan to PC, Scan to e-Mail, Scan to FTP, Scan to USB, WSD Scan, Network TWAIN/WTA
Driver	TWAIN Driver, WIA Driver
Fax Specifications	
Fax Type Compatibility	ITU-T Group3
Data Compression	MH / MR / MMR / JBIG
Fax Transmission Selection	Standard / Fine / Photo
Fax Memory	3.5 MB
Transmission Speed / Modem	Less than 3 Seconds per page / 33.6 kbps
Fax Memory Capacity	256 Sheets
Network Fax Reception	Supports SMB/FTP/e-Mail protocols
Fax Functions	Duplex Transmission/Reception, Dual Access, One Touch Dial (100 numbers), FAX/TEL Switching, Broadcast, Quick Dial (200 numbers), Fax Reports
USB Host Interface	
Type	Supports direct printing and scanning from USB Drive
Supported File Types	Print: PDF, TIFF, XPS Scan: PDF, JPEG, TIFF, XPS, PDF/A
Optional Paper Drawers	
<b>PF-520</b>	
Paper Capacity	500 Sheets
Max Drawers	Up to two (2) PF-520 Drawers can be installed*
Paper Size	Letter, Legal, A4
Paper Weight	16 lb Bond - 90 lb Index (60 - 163gsm)
Size / Weight	15.4" W x 20.3" D x 4.6" H / 9.5 lbs
<b>PF-530</b>	
Paper Capacity	500 Sheets
Max Drawers	Up to two (2) PF-530 Drawers can be installed*
Paper Size	Letter, Legal, A4
Paper Weight	16 lb Bond - 120 lb Index (60 - 220gsm)
Size / Weight	15.4" W x 20.3" D x 4.6" H / 11.3 lbs
Additional Options	
Memory	Optional 512 MB or 1 GB RAM

\*Note: A maximum of two (2) optional Paper Drawers can be added

Specifications and design are subject to change without notice. For the latest on connectivity visit [www.kyoceradocumentsolutions.com](http://www.kyoceradocumentsolutions.com). All trademarks are the property of their respective owners.

KYOCERA Document Solutions America, Inc. Headquarters: 225 Sand Road, Fairfield, NJ 07004-0008, USA ©2013 KYOCERA Document Solutions America, Inc.



Item # 9

**One device, multiple functions.** The WorkCentre 6605 Color Multifunction Printer builds on the outstanding print performance offered by the Phaser 6600, delivering a host of powerful productivity tools designed to make your daily office tasks more efficient than ever.



- 1** The WorkCentre 6605 includes a 4.3-inch touch screen with easily understood instructions and help screens to streamline walkup operations.
- 2** A 50-sheet Duplex Automatic Document Feeder scans two-sided originals for copy, scan and fax jobs.
- 3** A front-side USB port allows users to quickly print from or scan to any standard USB memory device.
- 4** Powerful electronic workflows include scan to email and network scanning, plus LAN Fax for fast, efficient network faxing from your PC or Mac.
- 5** 250-sheet output tray with tray-full sensor.
- 6** 150-sheet Multipurpose Tray handles media sizes from 3 x 5 in. to 8.5 x 14 in.
- 7** With the 550-sheet paper tray, standard paper capacity for the WorkCentre 6605 totals 700 sheets.
- 8** Optional 550-sheet paper tray increase total paper capacity to 1,250 sheets.


Item #9



#### Phaser® 6600 Quick Facts

- Print up to 36 ppm color and black-and-white
- First-page-out time as fast as 9 seconds black-and-white, 10 seconds color
- Optional Wi-Fi connectivity
- Standard automatic two-sided printing (6600DN configuration)
- Standard 550-sheet paper capacity (expandable to 1,100 sheets)

**Phaser 6600**  
**WxDxH:**  
 16.9 x 19.2 x 15.1 in./  
 430 x 488 x 384 mm  
**Weight:**  
 56.2 lbs / 25.5 kg


• **Print**  
  
 8.5 x 11 in. / A4  
**36** ppm



#### WorkCentre® 6605 Quick Facts

- All features of the Phaser 6600 plus:
- Workflow-enhancing scanning capabilities
  - Full range of copy features
  - LAN Fax and walkup fax functionality
  - 4.3-inch color touch screen user interface
  - 50-sheet Duplex Automatic Document Feeder

**WorkCentre 6605**  
**WxDxH:**  
 16.9 x 20.8 x 22 in./  
 430 x 528 x 560 mm  
**Weight:**  
 71.7 lbs. / 32.5 kg

  
**Copy / Print / Scan / Fax / Email**  
 8.5 x 11 in. / A4  
**36** ppm



	Phaser 6600N	Phaser 6600DN	WorkCentre 6605N	WorkCentre 6605DN
<b>Speed</b>	Up to 36 ppm Letter / Up to 35 ppm A4, color and black-and-white			
<b>Duty Cycle</b>	Up to 80,000 pages / month <sup>1</sup>			
<b>Paper Handling</b> Paper Input	Standard	N/A	Duplex Automatic Document Feeder (DADF): 50 sheets; Custom sizes: 5 x 5 in. (140 x 140 mm) to 8.5 x 14 in. (216 x 356 mm)	
	Optional	Multipurpose Tray: 150 sheets; Custom sizes: 3 x 5 in. to 8.5 x 14 in. / 76.2 x 127 mm to 216 x 356 mm		
		Tray 1: 550 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm		
Paper Output	Standard	Tray 2: 550 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm		
Automatic Two-sided Output	N/A	Standard	N/A	Standard
<b>Print</b> First-page-out Time	As fast as 9 seconds black-and-white / 10 seconds color			
Print Resolution (max)	Up to 600 x 600 x 4 dpi (1200 x 1200 enhanced image quality)			
Processor	533 MHz			
Memory (std / max)	256 MB / 768 MB		512 MB / 1 GB	
Connectivity	USB 2.0, 10/100/1000Base-TX Ethernet, optional Wi-Fi (802.11 n/g/b)			
Page Description Languages	True Adobe® PostScript® 3™, PCL5/6, XPS, PDF Emulation			
Print Features	PANTONE® Color calibrated solid-color simulations, Saved settings, Earth Smart settings, Color Corrections, N-up, Booklet layout, Watermark, Photo mode, Collation, Secure Print <sup>2</sup> , Saved Print <sup>2</sup> , Font/Form/Macro Storage <sup>3</sup> , Apple AirPrint™ <sup>5</sup>			
<b>Copy</b> First-page-out Time	NA	As fast as 13 seconds black-and-white / 16 seconds color		
Copy Features		Up to 600 x 600 dpi, Reduce/Enlarge (25% - 400%), Lighter/Darker, Color Saturation, Sharpness, Color Balance, Auto Exposure, Up to 99 copies, 2-Side Output, AutoFit, Cloning, Collate (up to 50 pages)		
<b>Fax</b> <sup>4</sup> Walk-Up Fax Features	NA	MH/MR/MMR/JBIG Compression, Reject Junk Fax, Distinctive Ring Pattern Detection, Fax Forward to Email and FTP/SMB Server <sup>3</sup> , Fax Forwarding and Local Print, Polling Receive, Delayed Start (up to 24 hours), Broadcast Sending (up to 200 destinations), Fax Address Book (up to 200 speed dial), Secure Fax Receive		
LAN Fax Features		Delayed Start (up to 24 hours), Broadcast Sending (up to 30 destinations), Zoom, Auto Fit, Rotation, N-up, Watermark, Phonebook (Up to 500 speed dial numbers, Up to 500 group dial, Phonebook stored on PC)		
<b>Scan</b> Scan Destinations	NA	TWAIN/WIA scanning via USB or Network, Scan to Computer via SMB, Scan to Server via FTP, Scan to Email with LDAP support, Scan to USB Memory Device, WSD Scanning		
Scan Features		JPEG/TIFF/Multipage TIFF/PDF File Formats, Email Address Book (up to 100 Email addresses, up to 10 Email group addresses), Express Scan Manager, Scan to PC Desktop® SE Small Business Edition (1-seat license)		
<b>Security</b>	Secure Fax Receive (WorkCentre 6605 only), Secure Print <sup>2</sup> , 256-bit disk encryption and overwrite <sup>3</sup> , Secure HTTPS (SSL, Secure LDAP <sup>3</sup> ), IPsec, 802.1x Authentication, IPv6, SNMPv3, Audit Log, IP Filtering, Scan to Email over SSL/TLS <sup>3</sup> (WorkCentre 6605 only)			
<b>Warranty</b>	One-year on-site warranty, earn free service coverage with Xerox eConcierge®, Xerox® Total Satisfaction Guarantee			

<sup>1</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis; <sup>2</sup> Standard on 6605, 6600 requires an optional Productivity Kit; <sup>3</sup> Requires Productivity Kit (with 160 GB Hard Drive); <sup>4</sup> Requires analog phone line; <sup>5</sup> Requires Firmware 201301301313 for Phaser 6600 and Firmware 201301301321 for WorkCentre 6605.

#### Device Management

CentreWare® Internet Services, CentreWare Web, Email alerts, Apple® Bonjour

#### Print Drivers

Windows XP and later, OS X 10.5 and later, various Linux and Unix distributions, Xerox® Global Print Driver®, Xerox® Mobile Express Driver®

#### Media Handling

Duplex Automatic Document Feeder (6605): Simplex: 50 – 125 gsm, 13 – 32 lb. bond; Duplex: 60 – 125 gsm, 16 – 32 lb. bond; Multipurpose Tray, Tray 1, Tray 2: 16 lb. bond – 80 lb. cover / 60 – 216 gsm; Media types: Plain, hole punched, letterhead, colored, lightweight cardstock, lightweight glossy cardstock, heavyweight cardstock, heavyweight glossy cardstock, labels, envelopes

#### Operating Environment

Temperature: Storage: 32° to 104° F / 0° to 40° C, Operating: 50° to 90° F / 10° to 32° C; Humidity: Operating: 10% to 85%; Sound power levels: 6600: Printing: 6.9 B, Standby: 4.5 B; 6605: Printing/

copying: 6.8 B, Standby: 4.4 B; Sound pressure levels: 6600: Printing: 53 dB(A), Standby: 29 dB(A); 6605: Printing/copying: 52 dB(A), Standby: 29 dB(A); Warm-up time (from sleep mode) 6600: as fast as 21 seconds, 6605: as fast as 25 seconds

#### Electrical

Power: 110-127 VAC, 50/60 Hz, 10A or 220-240 VAC, 50/60 Hz, 5A; Power consumption: 6600: Standby: 65 W, Printing: 535 W, Sleep: 4 W; 6605: Standby: 72 W, Printing: 560 W, Sleep: 6 W; ENERGY STAR® qualified (DN configuration)

#### Supplies

Standard-Capacity Print Cartridge\*:

Black: 3,000 std. pages	106R02244
Cyan: 2,000 std. pages	106R02241
Magenta: 2,000 std. pages	106R02242
Yellow: 2,000 std. pages	106R02243
High-Capacity Print Cartridge*:	
Black: 8,000 std. pages	106R02228
Cyan: 6,000 std. pages	106R02225
Magenta: 6,000 std. pages	106R02226
Yellow: 6,000 std. pages	106R02227

#### Routine Maintenance Items

Imaging Unit Kit: Up to 60,000 pages**	108R01121
Waste Cartridge: Up to 30,000 pages**	108R01124
Fuser Assembly: Up to 100,000 pages**	115R00076
Transfer Unit Kit: Up to 100,000 pages**	108R01122

#### Options

550-Sheet Feeder	097504400
Productivity Kit (512 MB RAM)	097504269
Productivity Kit (160 GB HD)	097504403
Wireless Networking Adapter	097504409
Wireless Network Adapter	
– N. America power converter	097503740
– European power converter	097503741
– UK power converter	097503742

\* Average standard pages. Declared Yield in accordance with ISO/IEC 19798. Yield will vary based on image, area coverage and print mode.

\*\* Approximate pages. Declared yield based on an average job size of 3 A4-/letter-size pages. Yield will vary depending on job run length and media size and orientation.



For more information, call 1-877-362-6567 or visit us at [www.xerox.com/office](http://www.xerox.com/office)

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660BR-01UC

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: April 2, 2013  
CONTACT CITY DEPARTMENT: Information Technology  
CONTACT CITY STAFF: Mark Shellard, Director

SUBJECT: Authorize award and execution of a 60-month lease agreement with Kyocera Document Solutions of Fairfield, NJ, in an amount not to exceed \$481.24 per month or \$28,874.40 for the term of the lease plus any excess use charges for three (3) color copiers for the Kyle Police Department and cancel award to TLC Office Systems for the same equipment.

CURRENT YEAR FISCAL IMPACT:

A total of \$2,887.44 for six months at \$481.24 per month of the 60-month lease will be expended in the current Fiscal Year 2012-13. The remaining lease for 54 months under this contract will be budgeted and expended in future fiscal years.

- |                               |  |
|-------------------------------|--|
| 1. City Department::          | Police Department                          |
| 2. Project Name:              | Kyocera Copier Contract                    |
| 3. Budget/Accounting Code(s): | 110-151-54175                              |
| 4. Funding Source:            | General Fund                               |
| 5. Current Appropriation:     | \$ 3,600.00                                |
| 6. Budget Transfer:           | \$ 5,000.00 (From Line Item 110-151-55331) |
| 7. Unencumbered Balance:      | \$ 7,368.81                                |
| 8. Amount of This Action:     | \$ <u>(2,887.44)</u>                       |
| 9. Remaining Balance:         | \$ <u>4,481.37</u>                         |

10. Funding to be provided from future budgets: \$25,986.96


FUNDING SOURCE OF THIS ACTION:

This City Council action will require transferring \$5,000.00 from budget line item 55331 (IT Maintenance/License Fees) to budget line item 54175 (Office Equipment Rental) of the Police Department's approved budget.

The funding source for this contract for three (3) additional color copiers for the Kyle Police Department in the amount of \$2,887.44 will be provided from the FY 2012-13 approved budget of the Kyle Police Department (General Fund). The remaining \$25,986.96 for the 60-month contract will be provided from future budgets of the City's General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 3/27/2013  
Perwez A. Moheet, CPA Date  
Director of Finance

Item # 9





# CITY OF KYLE, TEXAS

## Lease Agreement for KPD's New Copier

Meeting Date: 2/19/2013  
Date time: 7:00 PM

**Subject/Recommendation:** 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*

**Other Information:** City of Kyle is contracting with TLC Office Systems to lease three (3) copiers for a period of 60 months. This contract comes after months of negotiations with several vendors to secure the best pricing available. These Kyocera printers are high output machines that will serve the Police Department well. The contract includes 5,000 prints on two of the machines and 3,000 on the third based on the needs of the department.

The monthly payment for the lease is \$371.42 as well as a monthly maintenance cost on each device. One device is \$39.90 monthly and the other two are \$38.50 monthly. This will bring the total monthly cost to \$488.32. Over the course of 60 months the total for this contract will be \$29,299.20.

The first year in this case February through September 2013 paid with funds from the general operating budget of the Police Department.

This contract has been reviewed and approved of with included amendments by the City Attorney.

**Budget Information:** A Fiscal Note is attached.

Item # 9

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

**Attachments / click to download**

- [TLC Full Contract](#) Cover Memo
- [TLC Amendment](#)
- [Fiscal Note - Copiers for KPD](#) Item # 9

LM W-9 2-20-13 KAC

AGREEMENT



<b>CUSTOMER</b> (Type of User)		AGREEMENT NO.	
FULL LEGAL NAME: <b>City Of Kyle Police Department</b>			
ADDRESS: <b>300 W. Center St, Kyle Tx, 78640</b>			
<b>EQUIPMENT AND PAYMENT TERMS</b>			
CITY	TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO	
<b>2</b>	<b>55/50 C.P.M Digital A3 Color MFP</b>		
<b>1</b>	<b>28 PPM A4 Color MFP</b>		
EQUIPMENT LOCATION: <b>300 W. Center St, Kyle Tx, 78640</b>		<input type="checkbox"/> SEE SCHEDULE	
TERM IN MONTHS: <b>60</b>	MONTHLY PAYMENT AMOUNT: <b>\$371.42</b>	(PLUS TAX)	
PURCHASE OPTION <input type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% OF EQUIPMENT COST			

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT** You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be involved as one payment for your convenience.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOOSE ANY/all THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense or set-off that may be assertable against us or anyone else.

**LAW/FORUM.** You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located, (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment at least 60 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts from the due date, at 1.5% per month.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

<b>OWNER</b> (Type of User)		<b>CUSTOMER'S AUTHORIZED SIGNATURE:</b>	
TLC Tonerland, L.P.		THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM.	
3900 North Fwy	Houston TX 77022-4302	CUSTOMER. (As Stated Above)	
SIGNATURE:	DATE	SIGNATURE:	DATE
PRINT NAME & TITLE:		PRINT NAME & TITLE:	

Item # 9



# TLC Office Systems

**Customer Name and Address**

City of Kyle Police Dept  
 300 W. Center St.  
 Kyle, Texas 78640

**Remit to :**

TLC Office Systems  
 8711 Fallbrook  
 Houston, TX 77064  
 713-895-3900  
 713-698-1820 - Fax

Contact Kent

Phone 512-262-1010

Account # \_\_\_\_\_ ID # \_\_\_\_\_ Beginning Meter \_\_\_\_\_

Model Kyocera 5550 ci SN \_\_\_\_\_

Type of Agreement TLC  Full Service \_\_\_\_\_ Standard Service \_\_\_\_\_

Base Amount \$38.50 Quarterly  Annually  Monthly

BW Images Included 5,000 Quarterly  Annually  Monthly

**Overage Rates**

Black / White Meter Charge 0 0077 per Image 

QTR	YR	MO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Color Meter Charge 0 0455 per Image 

QTR	MO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Annual = 1 year or \_\_\_\_\_ images whichever occurs first

IT Insurance Plan. \$10 per machine per month Yes  No

Authorized Customer Signature \_\_\_\_\_

Title \_\_\_\_\_

Authorized TLC Office Systems Signature \_\_\_\_\_

Title \_\_\_\_\_

Agreement to begin: \_\_\_\_\_ at install \_\_\_\_\_ 20 12

Agreement to End \_\_\_\_\_ one year after install \_\_\_\_\_ 20 13

Notes

**If equipment under a lease agreement, maintenance must be maintained by TLC for the term of the lease.**

Please see reverse side for terms and conditions This Agreement becomes valid upon receipt of payment.

## TLC Office Systems Corporation

### Service, IT Service and Supply Agreement Terms and Conditions

- 1 This agreement shall remain in effect for the terms indicated on the reverse side of this document and is non-cancellable. The base rate will remain in effect for the term of this agreement, however, overage charges are subject to change during the term of this agreement, without notice. This agreement shall become effective only upon acceptance and receipt of payment by TLC. This agreement will continue to renew unless cancelled with a 30-day written notice, by customer or TLC.
- 2 TLC Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide, without additional charge, labor necessary to replace aforementioned parts. TLC Office Systems will provide, without additional charge, toner, fuser oil, toner waste containers and developer to produce the base number of Impressions per quarter (based on 8.5 x 11 copies, 8 % fill). Photoreceptor drums are included. Supply delivery charges are not covered by this agreement and will be billed to the customer.
- Full Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor necessary to replace aforementioned parts. Photoreceptor drums are included. Supplies are not included.
- Standard Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary to replace for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge labor necessary to replace aforementioned parts. Photoreceptor drums are not included. Supplies are not included.
- 3 Parts damaged by misuse or carelessness will be charged to the customer in accordance with the TLC Office Systems parts price list. Labor to replace such parts may also be charged at the rates prevailing at the time such misuse or carelessness occurs.
- 4 All calls under this Agreement will be made during normal business hours (8 A.M. - 5 P.M. Monday through Friday) on the customer's premises at the address shown for the equipment described on the reverse side hereof. Should the equipment be moved to a more distant zone, there will be an increase in the base rate. Customer agrees not to move the equipment without the consent of TLC Office Systems. Service calls required outside normal business hours will be billed for labor only at the prevailing rate.
- 5 This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, unauthorized supplies or other casualty or to repairs made necessary by service personnel other than those employed directly by TLC Office Systems. Service calls, or networking fees generated as a result of printing or scanning malfunctions when the copier/printer is networked from a computer workstation or network is not covered under this agreement unless the malfunction is caused by a component failure in the copier or printer. Charges for repairs or replacement due to such aforementioned conditions shall be borne solely by the Customer.
- 6 Under this Agreement, the Customer agrees to be responsible for keeping the copier replenished with the appropriate toner, fuser oil, waste disposal containers, liquid toner and dispersant. Service calls necessitated by the Customer's failure to replenish these supplies will not be covered under this agreement and shall be billed to the Customer at the prevailing labor rate. Labor for required developer exchanges (dry toner copiers only) is covered as a maintenance item under this Agreement.
7. This Agreement does not include any applicable Federal, State or Local taxes. Any and all such taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer, in accordance with the law.
- 8 This Agreement covers only the equipment purchased from TLC as part of this agreement.
- 9 This Agreement is not transferable by the Customer except with the written consent of TLC Office Systems.
10. This Agreement (consisting of the face and reverse sides of this sheet) constitutes the entire agreement between the Customer and TLC Office Systems with respect to furnishing of TLC Office Systems Service.
11. This Agreement shall be deemed fully executed and performed in the State of Texas, County of Harris, and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding or appeal on any matter related to or arising out of this Agreement, the Customer and TLC Office Systems shall be subject to the personal jurisdiction of the State of Texas, County of Harris, including any federal or state court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Texas.
12. Facsimile equipment and Laser Printers shall be covered under Standard Service Agreement.
13. Inspections shall be necessary on equipment currently not under service Agreement. Service Agreement shall only be put in effect upon authorization of TLC technicians minimal criteria.
14. Prices are subject to change on term anniversaries, to reflect cost of living changes or age of equipment.
- 15 IT Network Connectivity consists of installation and configuration for up to five workstations per multi-functional machine itemized on contract. Each additional workstation will be billed at an additional rate. Maintenance agreement will cover network installation for 30 days from date of installation. Any changes or additions after this date will be billed at an hourly service charge; unless issue is a result of hardware failure on referenced imaging system.
- 16 IT Insurance Service Plan covers unlimited remote IT support in regards to referenced copier; after the initial 30 day setup period. Service Plan will cover unlimited IT support for changes or additions, after the installation period, via remote access. In the event, an onsite visit is required it will be billed at half the standard hourly service charge.

I have read and agreed to the terms and conditions as itemized above.

Initial & date \_\_\_\_\_



# TLC Office Systems

Customer Name and Address

City of Kyle Police Dept  
 300 W. Center St.  
 Kyle, Texas 78640

Remit to:  
 TLC Office Systems  
 8711 Fallbrook  
 Houston, TX 77064  
 713-895-3900  
 713-898-1820 - Fax

Contact Kent

Phone 512-262-1010

Account # \_\_\_\_\_ ID # \_\_\_\_\_ Beginning Meter \_\_\_\_\_

Model Kyocera 5550 ci SN \_\_\_\_\_

Type of Agreement: TLC  Full Service \_\_\_\_\_ Standard Service \_\_\_\_\_

Base Amount \$38.50 Quarterly  Annually  Monthly

B/W Images Included 5,000 Quarterly  Annually  Monthly

Overage Rates

Black / White Meter Charge 0.0077 per Image 

QTR	YR	MO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Color Meter Charge 0.0455 per Image 

QTR	MO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Annual = 1 year or \_\_\_\_\_ images, whichever occurs first

IT Insurance Plan \$10 per machine per month Yes  No

Authorized Customer Signature \_\_\_\_\_

Title \_\_\_\_\_

Authorized TLC Office Systems Signature \_\_\_\_\_

Title \_\_\_\_\_

Agreement to begin \_\_\_\_\_ at Install \_\_\_\_\_ 20 12

Agreement to End \_\_\_\_\_ one year after install \_\_\_\_\_ 20 13

Notes

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  2. TLC Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide, without additional charge, labor necessary to replace aforementioned parts. TLC Office Systems will provide, without additional charge, toner, fuser oil, toner waste containers and developer to produce the base number of impressions per quarter (based on 8.5 x 11 copies, 8% fill). Photoreceptor drums are included. Supply delivery charges are not covered by this agreement and will be billed to the customer.
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  6. Under this Agreement, the Customer agrees to be responsible for keeping the copier replenished with the appropriate toner, fuser oil, waste disposal containers, liquid toner and dispersant. Service calls necessitated by the Customer's failure to replenish these supplies will not be covered under this agreement and shall be billed to the Customer at the prevailing labor rate. Labor for required developer exchanges (dry toner copiers only) is covered as a maintenance item under this Agreement.
  7. This Agreement does not include any applicable Federal, State or Local taxes. Any and all such taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer, in accordance with the law.
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I have read and agreed to the terms and conditions as itemized above

Initial & date \_\_\_\_\_



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City of Kyle Police Dept  
 300 W. Center St.  
 Kyle, Texas 78640

Remit to  
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 Houston, TX 77064  
 713-695-3900  
 713-696-1820 - Fax

Contact Kent

Phone 512-262-1010

Account # \_\_\_\_\_ ID # \_\_\_\_\_ Beginning Meter \_\_\_\_\_

Model Kyocera C 2626P SN \_\_\_\_\_

Type of Agreement TLC  Full Service \_\_\_\_\_ Standard Service \_\_\_\_\_

Base Amount \$39.90 Quarterly  Annually  Monthly

BW Images Included 3,000 Quarterly  Annually  Monthly

Overage Rates

Black / White Meter Charge 0.0077 per image 

QTR	YR	MO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Color Meter Charge 0.0455 per image 

QTR	MO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Annual = 1 year or \_\_\_\_\_ images, whichever occurs first

IT Insurance Plan \$10 per machine per month Yes  No

Authorized Customer Signature \_\_\_\_\_

Title \_\_\_\_\_

Authorized TLC Office Systems Signature \_\_\_\_\_

Title \_\_\_\_\_

Agreement to begin. \_\_\_\_\_ at install \_\_\_\_\_ 20 12

Agreement to End \_\_\_\_\_ one year after install \_\_\_\_\_ 20 13

Notes.  
 \_\_\_\_\_  
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**If equipment under a lease agreement, maintenance must be maintained by TLC for the term of the lease.**

Please see reverse side for terms and conditions. This Agreement becomes valid upon receipt of payment

Item # 9

## TLC Office Systems Corporation

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- 4 All calls under this Agreement will be made during normal business hours (8 A.M. - 5 P.M. Monday through Friday) on the customer's premises at the address shown for the equipment described on the reverse side hereof. Should the equipment be moved to a more distant zone, there will be an increase in the base rate. Customer agrees not to move the equipment without the consent of TLC Office Systems. Service calls required outside normal business hours will be billed for labor only at the prevailing rate.
- 5 This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, unauthorized supplies or other casualty or to repairs made necessary by service personnel other than those employed directly by TLC Office Systems. Service calls, or networking fees generated as a result of printing or scanning malfunctions when the copier/printer is networked from a computer workstation or network is not covered under this agreement unless the malfunction is caused by a component failure in the copier or printer. Charges for repairs or replacement due to such aforementioned conditions shall be borne solely by the Customer.
- 6 Under this Agreement, the Customer agrees to be responsible for keeping the copier replenished with the appropriate toner, fuser oil, waste disposal containers, liquid toner and dispersant. Service calls necessitated by the Customer's failure to replenish these supplies will not be covered under this agreement and shall be billed to the Customer at the prevailing labor rate. Labor for required developer exchanges (dry toner copiers only) is covered as a maintenance item under this Agreement.
- 7 This Agreement does not include any applicable Federal, State or Local taxes. Any and all such taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer, in accordance with the law.
- 8 This Agreement covers only the equipment purchased from TLC as part of this agreement.
- 9 This Agreement is not transferable by the Customer except with the written consent of TLC Office Systems.
- 10 This Agreement (consisting of the face and reverse sides of this sheet) constitutes the entire agreement between the Customer and TLC Office Systems with respect to furnishing of TLC Office Systems Service.
- 11 This Agreement shall be deemed fully executed and performed in the State of Texas, County of Harris, and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding or appeal on any matter related to or arising out of this Agreement, the Customer and TLC Office Systems shall be subject to the personal jurisdiction of the State of Texas, County of Harris, including any federal or state court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Texas.
- 12 Facsimile equipment and Laser Printers shall be covered under Standard Service Agreement.
- 13 Inspections shall be necessary on equipment currently not under service Agreement. Service Agreement shall only be put in effect upon authorization of TLC technicians minimal criteria.
- 14 Prices are subject to change on term anniversaries to reflect cost of living changes or age of equipment.
- 15 IT Network Connectivity consists of installation and configuration for up to five workstations per multi-functional machine itemized on contract. Each additional workstation will be billed at an additional rate. Maintenance agreement will cover network installation for 30 days from date of installation. Any changes or additions after this date will be billed at an hourly service charge, unless issue is a result of hardware failure on referenced imaging system.
- 16 IT Insurance Service Plan covers unlimited remote IT support in regards to referenced copier, after the initial 30 day setup period. Service Plan will cover unlimited IT support for changes or additions, after the installation period, via remote access. In the event, an onsite visit is required it will be billed at half the standard hourly service charge.

I have read and agreed to the terms and conditions as itemized above

Initial & date \_\_\_\_\_



### Amendment

This Amendment amends that certain Agreement by and between TLC Tonerland, L.P. ("Owner") and City of Kyle (Texas) ("Customer") which agreement is identified in Owner's internal books and records as Contract/Application No: 849487 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed to make the following modifications to the Agreement.

- 1) The paragraph of the Agreement entitled **LAW/FORUM** is hereby deleted in its entirety and replaced with the following:

**"LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Texas law. Any dispute will be adjudicated in a state or federal court located in the State of Texas. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial."

- 2) The fourth sentence of the paragraph of the Agreement entitled **AGREEMENT** is hereby deleted in its entirety and replaced with the following:

"If any amount payable to us is not paid when due, you may be required to pay a late charge consistent with the Texas Prompt Payment Act."

- 3) The third sentence of the paragraph of the Agreement entitled **LOSS OR DAMAGE** is hereby deleted in its entirety.

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

TLC Tonerland, L.P.	City of Kyle
_____	_____
Owner	Customer
By: _____	By: X _____
Signature	Signature
_____	_____
Print Name & Title	Print Name & Title
Date Accepted: _____	Date: _____

Item # 9

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: February 19, 2013  
CONTACT CITY DEPARTMENT: Information Technology  
CONTACT CITY STAFF: Mark Shellard, Director

SUBJECT: Authorize award and execution of a 60-month lease agreement with TLC OFFICE SYSTEMS of Houston, TX, 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.

CURRENT YEAR FISCAL IMPACT:

A total of \$3,906.56 for eight months at \$488.32 per month of the 60-month lease will be expended in the current Fiscal Year 2012-2013. The remaining lease for 52 months under this contract will be budgeted and expended in future fiscal years.

1. City Department::	Police Department
2. Project Name:	TLC Printer Contract
3. Budget/Accounting Code(s):	110-151-54175
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 0.00
6. Budget Transfer:	\$ 5,000.00 (From Line Item 110-151-55331)
7. Unencumbered Balance:	\$ 5,000.00
8. Amount of This Action:	<u>\$ (3,906.56)</u>
9. Remaining Balance:	<u>\$ 1,093.44</u>

10. Funding to be provided from future budgets: \$25,392.64


FUNDING SOURCE OF THIS ACTION:

This City Council action will require transferring \$5,000.00 from budget line item 55331 (IT Maintenance/License Fees) to budget line item 54175 (Office Equipment Rental) of the Police Department.

The funding source for this contract for three (3) additional color copiers for the Kyle Police Department in the amount of \$3,906.56 will be provided from the FY 2012-13 Approved Budget of the Kyle Police Department (General Fund). The remaining \$25,392.64 for the 60-month contract will be provided from future budgets of the City's General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 2/14/2013  
Perwez A. Moheet, CPA - Date  
Director of Finance

Item # 9

Item # 9



# CITY OF KYLE, TEXAS

## Post Oak 4B Subdivision Improvements Acceptance

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING POST OAK PHASE 4B SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven D. Widacki, City Engineer*

**Other Information:** Please see attachments

**Budget Information:** N/A

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

**Attachments / click to download**

- [Resolution](#)
- [Exhibit B](#)
- [Exhibit C](#)
- [Exhibit A](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING POST OAK PHASE 4B SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS** hereby accepts the public improvements and certifies completion of the improvements for Post Oak Phase 4B. The current maintenance surety is hereby \$366,103.40 (Bond No. 1959390) being thirty five percent of the total cost of required improvements, to be held for two years from this date.

**SECTION 1.** That the subdivision improvements within Post Oak Phase 4B are hereby accepted for operation and maintenance.

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF KYLE, TEXAS

\_\_\_\_\_  
Lucy Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Amelia Sanchez, City Secretary

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**



# CITY OF KYLE

100 W. Center • P.O. Box 40 • Kyle, Texas 78640 • (512) 262-1010 • FAX (512) 262-3800

March 26, 2013

City Manager  
City of Kyle  
100 W. Center St.  
Kyle, TX 78640

**RE: Post Oak Phase 4B  
FINAL ACCEPTANCE**

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

A final walkthrough was completed on March 21, 2013, and the documented punch list items have been completed for the project. The water, wastewater, drainage and street improvements have been constructed in substantial accordance with the City's subdivision ordinance and technical specifications. Additionally, record drawings have been provided to the City.

A Maintenance Bond (No. 1959390) has been provided for a period of two (2) years.

Sincerely,

A handwritten signature in black ink that reads "Steven D. Widacki".

Steven D. Widacki, P.E.  
City Engineer  
City of Kyle Engineering Dept.

Cc: Harper Wilder, Public Works Dept.  
Perwez Moheet, Finance Dept.



# ALM Engineering, Inc.

F-3565

March 26, 2013

City of Kyle  
Attn: Steven Widacki, P.E.  
City Engineer  
100 W. Center  
P. O. Box 40  
Kyle, TX 78640

Re: Post Oak Phase 4B  
Concurrence Letter for Subdivision Improvements.

Dear Mr. Widacki,

Based on the periodic inspection of the work performed at Post Oak, Phase 4B; I do hereby certify that the public works and drainage improvements are substantially complete. I certify that the improvements were constructed in compliance with the subdivision ordinances and storm water drainage policies adopted by the City of Kyle and Hays County. It is my recommendation that the subdivision be accepted as complete.

If you have any questions or comments, please contact me at 512-457-0344 x 210.

Sincerely

Matthew Mitchell, P.E.

Cc: Jimmy Haverda  
Justin Davis



3-26-2013

**EXHIBIT B**

MAINTENANCE BOND



# The Hanover Insurance Company

## MAINTENANCE BOND

BOND NUMBER 1959390

KNOW ALL MEN BY THESE PRESENTS:

THAT DNT Construction, LLC

as Principal, and The Hanover Insurance Company, as Surety are held and firmly bound unto City of Kyle

In the full and just sum of Three Hundred Sixty Six Thousand One Hundred Three and 40/100's Dollars, (\$ 366,103.40 ) Dollars, for the payment of which are well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by written agreement, dated October 22, 2012 entered into a contract with said Obligee for:


Post Oak Phase 4B, Streets, Drainage, Water, Wastewater, Erosion Control & Restoration

WHEREAS, the obligee has requested that said work be guaranteed against failure because of defective workmanship or material, performed or furnished by said principal for a period of Two ( 2 ) years from date of acceptance by the City of Kyle

NOW THEREFORE, if the said Principal shall indemnify and save harmless the obligee against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

Signed and sealed this 22nd day of March, 2013.

DNT Construction, LLC  
PRINCIPAL

By:   
Dean Tomme, Vice President

The Hanover Insurance Company  
SURETY

By:   
John W. Schuler, Attorney-In-Fact

Bond No. 1959390

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

John W. Schuler, Tom Mulanax and/or Stephen R. Smith

of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of June 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Joe Brenstrom*  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this 28th day of June 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of Mar. 20 13.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653  
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843

## Texas Complaint Notice

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

**1-800-608-8141**

You may also write to The Hanover Insurance Company/  
 Citizens Insurance Company of America at:

440 Lincoln Street  
 Worcester, MA 01615

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us>  
 E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

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

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

**1-800-608-8141**

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street  
 Worcester, MA 01615

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us>  
 E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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



# ALM Engineering, Inc. F-3565

2525 WALLINGWOOD DR, ST. 600, AUSTIN, TX 78746 : (512) 431-600 : almeng@sbcglobal.net

## FINAL PROJECT COST

CONTRACT: **Post Oak 4B**

CONTRACTOR: DNT CONSTRUCTION

P O Box 6210  
Round Rock, Texas 78683

3/21/2013

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	8" PVC C900 CL 200	2490	LF	\$ 25.09	\$62,474.10
2	8" GATE VALVE W/ BOX & COVER	8	EA	\$ 1,456.81	\$11,654.48
3	5-1/4" FLUSHING VALVE ASSEMBLY (FIRE HYDRANT)	6	EA	\$ 3,651.53	\$21,909.18
4	1-1/2" DOUBLE WATER SERVICE	32	EA	\$ 1,489.41	\$47,661.12
5	1" SINGLE WATER SERVICE	1	EA	\$ 952.25	\$952.25
6	TRENCH SAFETY	3855	LF	\$ 0.55	\$2,120.25
					<b>\$146,771.38</b>

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	8" PVC SDR-26 (0'-8')	1,786.00	LF	\$ 20.03	\$35,773.58
2	8" PVC SDR-26 (8'-10')	263	LF	\$ 21.98	\$5,780.74
3	8" PVC SDR-26 (10'-12')	10	LF	\$ 24.30	\$243.00
4	8" PVC SDR-26 (12'-14')	10	LF	\$ 26.50	\$265.00
5	10" PVC SDR-26 (0'-8')	222	LF	\$ 24.19	\$5,370.18
6	10" PVC SDR-26 (8'-10')	151.00	LF	\$ 25.96	\$3,919.96
7	10" PVC SDR-26 (10'-12')	301	LF	\$ 28.01	\$8,431.01
8	10" PVC SDR-26 (12'-14')	201	LF	\$ 29.88	\$6,005.88
9	10" PVC SDR-26 (14'-16')	251	LF	\$ 32.40	\$8,132.40
10	10" PVC SDR-26 (16'-18')	517	LF	\$ 34.03	\$17,593.51
11	WASTEWATER MANHOLE (0'-8')	12	EA	\$ 3,626.59	\$43,519.08
12	EXTRA DEPTH MANHOLE EXTENSIONS (>8')	33	VF	\$ 64.75	\$2,136.75
13	6" SINGLE WW SERVICE (ALL LENGTHS)	97	EA	\$ 806.90	\$78,269.30
14	TRENCH SAFETY	6,817	LF	\$ 1.10	\$7,498.70
					<b>\$222,939.09</b>



# ALM Engineering, Inc. F-3565

2525 WALLINGWOOD DR, ST. 600, AUSTIN, TX 78746 : (512) 431-600 : aimeng@sbcglobal.net

## FINAL PROJECT COST

CONTRACT: **Post Oak 4B**

CONTRACTOR: DNT CONSTRUCTION

P O Box 6210  
Round Rock, Texas 78683

3/21/2013

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	48" RCP CL III (ALL DEPTHS)	503	LF	\$ 109.09	\$54,872.27
2	36" RCP CL III (ALL DEPTHS)	516	LF	\$ 65.78	\$33,942.48
3	30" RCP CL III (ALL DEPTHS)	377	LF	\$ 50.76	\$19,136.52
4	24" RCP CL III (ALL DEPTHS)	309	LF	\$ 41.25	\$12,746.25
5	10" STANDARD STORMWATER INLET	10	EA	\$ 3,445.10	\$34,451.00
6	15" STANDARD STORMWATER INLET	1	EA	\$ 4,853.85	\$4,853.85
7	5x5 STANDARD STORMSEWER MANHOLE	2	EA	\$ 2,665.68	\$5,331.36
8	6x6 STANDARD MANHOLE	1	EA	\$ 3,133.16	\$3,133.16
9	30" RCP HEADWALL	1	EA	\$ 4,341.98	\$4,341.98
10	48" RCP HEADWALL	1	EA	\$ 8,114.43	\$8,114.43
11	DETENTION POND	1	LS	\$ 96,139.92	\$96,139.92
12	TRENCH SAFETY	1,705	LF	\$ 1.10	\$1,875.50
13	CHANNEL	1,355	LF	\$ 2.78	\$3,766.90
					<b>\$282,705.62</b>

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	STREET EXCAVATION-INCLUDES GRADING ROW WHERE IWW GOES TO TOP OF PVMT	15,924	SY	\$ 5.01	\$79,779.24
2	6" LIME STABILIZED SUBGRADE	9,628	SY	\$ 5.71	\$54,975.88
3	8" COMPACTED FLEX BASE MATERIAL	9,628	SY	\$ 5.79	\$55,746.12
4	1.5" COMPACTED HMAC PAVEMENT	7,017	SY	\$ 10.62	\$74,520.54
5	STANDARD CONCRETE CURB AND GUTTER	4,718	LF	\$ 11.87	\$56,002.66
6	PEDESTRIAN RAMPS	12	EA	\$ 990.67	\$11,888.04
7	TRAFFIC SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$ 2,211.00	\$2,211.00
	STREET END BARRICADES	3	EA	\$ 2,860.00	\$8,580.00
					<b>\$343,703.48</b>



# ALM Engineering, Inc. F-3565

2525 WALLINGWOOD DR, ST. 600, AUSTIN, TX 78746 : (512) 431-600 : aimeng@sbcglobal.net

## FINAL PROJECT COST

CONTRACT: **Post Oak 4B**

CONTRACTOR: DNT CONSTRUCTION

P O Box 6210  
Round Rock, Texas 78683

3/21/2013

EROSION IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	DRILL SEED AREA	15,000	SY	\$ 1.56	\$23,400.00
2	CURLEX	12,321	SY	\$ 2.15	\$26,490.15
					<b>\$49,890.15</b>

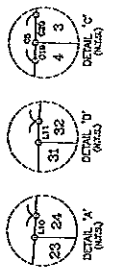
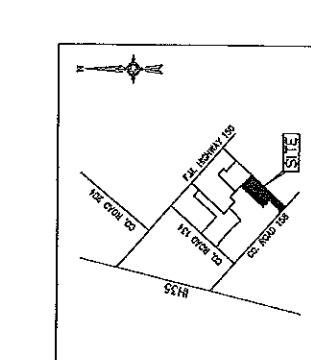
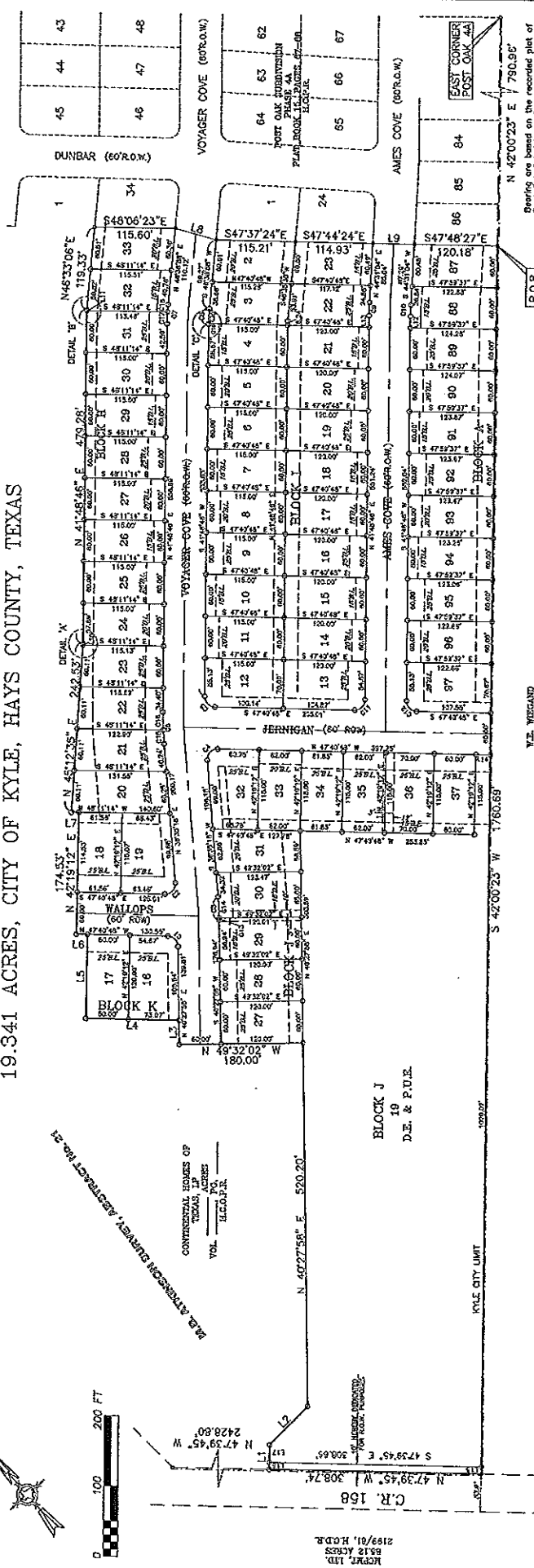


TOTAL ESTIMATE **\$1,046,009.72**  
**BOND AMOUNT** **35%** **\$366,103.40**

**EXHIBIT C**  
**SUBDIVISION MAP**

# FINAL PLAT POST OAK SUBDIVISION, PHASE 4B

19.341 ACRES, CITY OF KYLE, HAYS COUNTY, TEXAS



STREET	LENGTH	WIDTH	PAYMENT
VOYAGER COVE	1143	60	1000.00
AMES COVE	700	60	200.00
BERNIGAN	174	60	30.00
WALLOPS	447	60	28.00

BLOCK	LOT	AREA
A	1	11.1
A	18	11.1
A	22	11.1
A	23	11.1
A	24	11.1
A	25	11.1
A	26	11.1
A	27	11.1
A	28	11.1
A	29	11.1
A	30	11.1
A	31	11.1
A	32	11.1
A	33	11.1
A	34	11.1
A	35	11.1
A	36	11.1
A	37	11.1
A	38	11.1
A	39	11.1
A	40	11.1
A	41	11.1
A	42	11.1
A	43	11.1
A	44	11.1
A	45	11.1
A	46	11.1
A	47	11.1
A	48	11.1
TOTAL	48	528.00

CURVE	RADIUS	DELTA	ARC	CHORD
C1	15.00	89.0846°	28.08	N 03°26'25" W 20.97
C2	15.00	95.9354°	28.08	S 84°27'15" W 22.25
C3	15.00	83.3844°	28.08	S 28°31'08" W 33.53
C4	15.00	89.7015°	28.08	S 05°56'01" E 21.75
C5	15.00	89.7015°	28.08	S 30°12'00" W 43.38
C6	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C7	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C8	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C9	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C10	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C11	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C12	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C13	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C14	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C15	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C16	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C17	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C18	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C19	15.00	89.7015°	28.08	N 44°13'52" E 27.85
C20	15.00	89.7015°	28.08	N 44°13'52" E 27.85

ACREAGE: 19.341  
 DEVELOPER: CONTINENTAL HOMES OF TEXAS, LP  
 RICHARD MAIER, VICE PRESIDENT  
 12554 RATA VISTA  
 AUSTIN, TEXAS 78727

ENGINEER: ALM ENGINEERING, INC.  
 2525 WALLINGWOOD DR.  
 BUILDING 6, SUITE 600  
 AUSTIN, TEXAS 78746  
 (512) 457-0344

SURVEYOR: DIAMOND SURVEYING, INC.  
 1100 COUNTRY ROCK  
 GEORGETOWN, TX 78628  
 (512) 931-3100

FINAL PLAT  
 POST OAK SUBDIVISION,  
 PHASE 4B  
 19.341 ACRES  
 CITY OF KYLE, HAYS COUNTY, TEXAS  
 SHEET 1 OF 2

DIAMOND SURVEYING, INC.  
 1100 COUNTRY ROAD, GEORGETOWN, TX 78628  
 (512) 931-3100

ALM ENGINEERING, INC.  
 2525 WALLINGWOOD DR., SUITE 600  
 AUSTIN, TEXAS 78746  
 (512) 457-0344

LEGEND:  
 1/2" IRON ROD SET W/ CAP  
 STAMPED AND BENCHMARK  
 PUBLIC UTILITY EASEMENT  
 H.C.O.P.R.  
 HAYS COUNTY PLAT RECORDS  
 H.C.O.P.R. HAYS COUNTY OFFICIAL PUBLIC RECORDS  
 P.O.D. POINT OF BEGINNING  
 KYLE CITY LIMIT

10' P.U.E. & D.E.  
 15' P.U.E. & D.E.  
 15' P.U.E. & D.E.  
 STREET

10' P.U.E. & D.E.  
 15' P.U.E. & D.E.  
 15' P.U.E. & D.E.  
 STREET

Front setback: SEE PLAT  
 Side Street Setback: 15 Feet  
 Side Setback: 5 Feet  
 10' Public Utility (PUE) and Drainage Easement (DE)  
 15' P.U.E. & D.E. all sides but lines  
 15' P.U.E. and DE adjacent to all street right of way.

SETBACK PER ZONING ORDINANCE #378  
 TYPICAL LOT DETAILS  
 SCALE 1" = 50'



METES AND BOUNDS DESCRIPTION:

ALL OF THAT CERTAIN 19.341 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NUMBER 21, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED ACRES TRACT OF LAND RECORDED BY METES AND BOUNDS AS FOLLOWS: (Being as on based on the recorded plat of Post Oak Subdivision, Phase 4A, Vol. 15, Pg. 67-68, Hays County Plat Record)

BEING that a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING" monumenting the most northerly northeast corner of said "Continental Homes of Texas, LP tract, sold from record also being on a point in the westerly boundary line of the called 100 acre tract of land recorded in the name of Rex Dale Wiegand and Mary Martha Leaver Wiegand in Volume 1333, Page 333 of the Hays County Public Records (H.C.P.R.), same being on the most southeasterly corner of Lot 86, Block A, Post Oak Subdivision, Phase 4A, a subdivision recorded in Plat Book 15, Pages 67-68 of the Hays County Plat Record (H.C.P.R.), said tract from the southeast corner of said 100 acre tract to the southeast corner of said 100 acre tract bears North 47 degrees 30 minutes 45 seconds East, a distance of 2,428.80 feet; Thence, through the interior of said 170.23 acre PO, Ltd. tract the following thirteen (13) courses and distances: 1. North 42 degrees 18 minutes 43 seconds East, a distance of 35.00 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 78.71 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 520.20 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 180.00 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 34.27 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 133.07 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 120.00 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 15.88 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 174.53 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 10.91 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 10.91 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 479.28 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 479.28 feet to a 1/2-inch iron rod set with cap stamped "DIAMOND SURVEYING"; East, a distance of 119.33 feet to an iron rod found on the northerly line of Lot 34, Block H of adivided Post Oak Subdivision, Phase 4A; Thence, with the northerly line of said "Continental Homes of Texas, LP tract and the southerly line of said Post Oak Subdivision, Phase 4A, the following six (6) courses and distances: 1. South 48 degrees 06 minutes 23 seconds East, a distance of 115.60 feet to an iron rod found; 2. South 43 degrees 55 minutes 32 seconds East, a distance of 115.21 feet to an iron rod found; 3. South 47 degrees 44 minutes 24 seconds East, a distance of 114.53 feet to an iron rod found; 4. South 47 degrees 37 minutes 47 seconds East, a distance of 86.04 feet to an iron rod found; 5. South 47 degrees 48 minutes 27 seconds East, a distance of 120.18 feet to the POINT OF BEGINNING and containing 19.341 acres of land, more or less.

STATE OF TEXAS X COUNTY OF HAYS X KNOW ALL MEN BY THESE PRESENTS: That, CONTINENTAL HOMES OF TEXAS, LP, owner of \_\_\_\_\_ acres of land out of the M. B. Atkinson Survey, Abstract No. 21, the R.T. Hughes Survey, Abstract No. 2, in Hays County, Texas, and the John Jones Survey, Abstract No. 2, CONTINENTAL HOMES OF TEXAS, LP as recorded in Volume \_\_\_\_\_ of the Official Public Records of Hays County, Texas, and does hereby subdivide 19.341 acres of land out of the M. B. Atkinson Survey, Abstract No. 21, out of said \_\_\_\_\_ acres in accordance with this plat to be known as POST OAK SUBDIVISION, PHASE 4B and do hereby dedicate to the public ROW, streets, alleys, easements, ponds, and other open spaces to public use.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D. RICHARD HANES, VICE PRESIDENT CONTINENTAL HOMES OF TEXAS, LP 12554 RIATA VISTA AUSTIN, TEXAS 78727

Before me, the undersigned authority on this day personally appeared Richard Hanes, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public State of Texas \_\_\_\_\_

Print Notary's Name \_\_\_\_\_ My Commission Expires \_\_\_\_\_

I, the undersigned, Director of Public Works of the City of Kyle, hereby certify that this subdivision plat conforms to all requirements of the City of Kyle and hereby recommend approval. \_\_\_\_\_ Director of Public Works

This final plat has been submitted to and considered by the Planning and Zoning Commission of the City of Kyle, Texas, and is hereby approved by such Planning and Zoning Commission. \_\_\_\_\_ Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

City Engineer \_\_\_\_\_

I hereby certify that the above and foregoing plat of Post Oak Subdivision, PHASE 4B addition to the City of Kyle, Texas, was approved by the City Council of the City of Kyle 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 \_\_\_\_\_

STATE OF TEXAS X COUNTY OF HAYS X I, the undersigned, City Engineer of the City of Kyle, hereby certify that this subdivision plat conforms to all requirements of the subdivision ordinance and hereby recommend approval. \_\_\_\_\_ City Engineer

NOTES

- 1. Front building setback line varies as shown, other building line setbacks shall conform to the current revision of the City of Kyle Zoning Ordinance.
2. On any street corner, within a triangle defined by the property lines and a line joining two points located 20 feet back from the property lines intersection, nothing shall be erected, planted or allowed to grow that impairs vision from three to six feet above the curb line elevation.
3. No objects including buildings, accessory buildings, fencing, or landscaping which would interfere with conveyance of stormwater shall be placed or erected within drainage easements for inspection, repair, maintenance, and utility reconstruction as may be necessary.
4. Property owner shall allow access to drainage and utility easements for inspection, repair, maintenance, and utility reconstruction as may be necessary.
5. Typical landscape maintenance, cutting and trimming, within this subdivision, all easements and rights of ways to the pavement to be the responsibility of property owners and/or property owners associations.
6. A Fifteen (15) foot PUE is hereby dedicated adjacent to each side lot line and a seven and ten (10) foot PUE is hereby dedicated adjacent to all rear lot lines on all lots.
7. Sidewalk shall be installed on the subdivision side of Wallops, Jamigan, Ames Cove and Voyager Cove. Those sidewalks not abutting a residential, commercial, or industrial lot shall be installed when the adjoining streets is constructed. Sidewalks to be installed on the subdivision side of the street to which access is prohibited are also required to be installed when the streets in the subdivision are constructed.
8. Prior to construction of any improvements on lots in this subdivision, site development permits and building permits will be obtained from the City of Kyle.
9. No lot may be re-platted into a smaller lot or otherwise reduced in size.

STATE OF TEXAS X COUNTY OF HAYS X

I, the undersigned, a licensed professional engineer in the State of Texas, hereby certify that proper engineering consideration has been given this plat. No portion of this subdivision lies within the boundaries of the 100 year floodplain as delineated on Hays County FEMA Community Panel No. 480321 0185 E dated February 16, 1988.

Matthew W. Mitchell, Licensed Engineer No. 83335 Date 5-11-2011 ALM ENGINEERING, INC. F3565 2225 Wallingwood Dr., Building 6, Suite 800 Austin, TX 78746

STATE OF TEXAS X COUNTY OF HAYS X I, Liz Gonzalez, Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D. at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Plat Records of said County and State in Plat Book \_\_\_\_\_ Page(s) \_\_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF said County, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Liz Gonzalez, County Clerk Hays County, Texas

FINAL PLAT POST OAK SUBDIVISION, PHASE 4B 19.341 ACRES CITY OF KYLE, HAYS COUNTY, TEXAS SHEET 2 OF 2

DIAMOND SURVEYING, INC. 186 SOYLAZ ROAD, GEORGETOWN, TX 78628 (512) 911-3100

ALM F3565 2225 WALLINGWOOD DR., SUITE 800 AUSTIN, TEXAS 78746 FAX (512) 457-0355



September 10, 2012 Date SHANE SHAFER Registered Professional Land Surveyor No. 5281 9-10-12 PG-PHASE 4B-FINALING DSI Project No.2012-44



# CITY OF KYLE, TEXAS

Meeting Date: 4/2/2013  
Date time: 7:00 PM

## Post Oak Subdivision 5A

**Subject/Recommendation:** Post Oak Subdivision Phase 5A (FP-13-005)  
15.411 acres; 72 Lots  
Located off of E. RR 150 within the Post Oak Subdivision (Extension of Langely and Goddard and Wallops)  
Owner: Continental Home of Texas, LP  
Agent: Matt Mitchell, P.E., ALM Engineering, Inc.  
~ Sofia Nelson, Director of Planning

*Planning and Zoning Commission voted 4-0 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 Planning and Zoning Commission).*

**Other Information:** N/A

**Budget Information:** N/A

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Executive Session-Convene, Aqua Texas

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Convene into Executive Session pursuant to Section 551.071  
(Consultation with Attorney) to Discuss the Aqua Texas Lawsuit

**Other Information:**

**Budget Information:**

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# CITY OF KYLE, TEXAS

## Executive Session - Convene/Personnel

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.074 to discuss the performance evaluation and review of the City Manager.

**Other Information:**

**Budget Information:**

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# CITY OF KYLE, TEXAS

## Executive Session-Reconvene, Aqua Texas

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Reconvene into Open Session to Take Action as Deemed Appropriate in the City Council's Discretion regarding the Aqua Texas Lawsuit

**Other Information:**

**Budget Information:**

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# CITY OF KYLE, TEXAS

## Executive Session - Reconvene/Personnel

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Reconvene into Public Session and take action as appropriate regarding the performance evaluation and review of the City Manager.

**Other Information:** This item is to allow for possible action as stated.

**Budget Information:** This agenda item has no direct budgetary impact.

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# CITY OF KYLE, TEXAS

Meeting Date: 4/2/2013  
Date time: 7:00 PM

## Authorize Amendment No. 1 fo Hanrahan Pritchard Engineering

**Subject/Recommendation:** Authorize the execution of Amendment Number 1 to the Professional Services Agreement with HANRAHAN-PRITCHARD ENGINEERING, INC., increasing the contract amount by \$14,650.00 for a revised total contract amount not to exceed \$46,200.00 for engineering services associated with the Bunton Creek Wastewater Interceptor, Plum Creek Ph. 1, Section 8 Project ~ *Steven Widacki, P.E., City Engineer*

**Other Information:** The firm of Hanrahan Pritchard Engineering, Inc., (HPE) is working on the Bunton Creek WW Interceptor, Ph. 3A (Plum Creek Ph. 1, Sec. 8), which is to serve the ACC-Hays Campus and Phase II of the Plum Creek Development of the City's wastewater service area.

This amendment to the professional engineering services contract is to modify the agreement from a percent of construction (12%) fee arrangement to a fixed cost (lump sum) per phase as follows: a) Design Phase - \$31,550.00; b) Processing Phase - \$3,000.00, and; c) Bidding/Construction Phase - \$11,650.00.

This amendment will save the City approximately half of the total fees that would otherwise be due HPE under the agreement as it currently exists, based upon the awarded construction contract amount of \$790,425.00. HPE is agreeable to this amendment.

The project includes the construction of a wastewater line beginning at the Bunton Creek Interceptor at its current terminus approximately 1,900 feet east of the Union Pacific Railroad between Kohler's Crossing and FM 1626. The line extends to the west side of the UPRR and then north, adjacent to the west side of the UPRR, crossing to the north side of Kohler's Crossing. The project will consist of approximately 3,922 linear feet of 21-inch pipe including bored or tunneled sections under the UPRR and the Kohler's Crossing/Enterprise Products pipeline at the project's terminus.

These professional services (as well as the constructed WW improvements) will be completed using WW Impact Fee funds.

City Staff recommends approval of these services.

Attached: Amendment No. 1 (1 pp.)

Cover Memo

Item # 16

**Budget Information:**

A Fiscal Note is attached.

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**Attachments / click to download**

- [📄 Agreement Engr Svcs HPE, Inc.](#)
  - [📄 Amend #1 HPE, Inc. 2013 03 13 FINAL](#)
  - [📄 Fiscal Note](#)
-



Received 6/16/2011

# AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL ENGINEERING SERVICES

**Client: City of Kyle**  
100 W. Center St.  
Kyle, Texas 78640

**HPE Job No.:** 175-02

**Date:** January 26, 2011

**Project Name/Location:** Bunton Creek Wastewater Interceptor  
Plum Creek Ph 1 Section 8  
Kyle, Texas

**Scope/Intent and Extent of Services:** See Exhibit A.

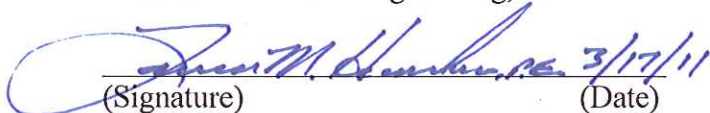
**Fee Arrangement:** Percent of Construction - See Exhibit A

**Special Conditions:** Work to be performed in conjunction with platting of Plum Creek Ph 1 Section 8.

**Retainer:** None

**The Terms and Conditions on the following pages of this form are a part of this Agreement.**

**Offered by:**  
Hanrahan Pritchard Engineering, Inc.

  
(Signature) 3/17/11 (Date)

Lawrence M. Hanrahan, P.E./Principal  
(Printed Name/Title)

**Accepted by:**  
(Client)

  
(Signature) 5/26/11 (Date)

James R. Earp, C.M. Assistant City Manager  
(Printed Name/Title)

Item # 16

## TERMS AND CONDITIONS

Hanrahan • Pritchard Engineering Inc. (HPE) shall satisfactorily perform the services outlined in this Agreement for the stated fee arrangement.

### *Access To Site:*

Unless otherwise stated, HPE will have access to the site for activities necessary for the performance of the services. HPE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. HPE shall be responsible for any damage or injury directly caused by HPE's activities.

### *Billings/Payments:*

Invoices for HPE's services shall be submitted, at HPE's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, HPE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice. Payment to HPE is expressly not conditioned upon the Client receiving any payment from third parties who are not a party to this contract. The individual executing this contract, if acting on behalf of a partnership or corporation he/she represents, has the authority to do so, and agrees to be personally responsible for payment of all invoices.

### *Late Payments:*

Accounts unpaid 31 days after the invoice date are subject to a monthly service charge of the rate authorized by Chapter 2251, Texas Local Government Code, on the then undisputed balance. In the event any portion or all of an account, except for those amounts subject to good faith dispute and identified as such by Client, remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### *Indemnification:*

To the fullest extent permitted by law, HPE shall indemnify and hold harmless Client, Client's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) which may arise out of HPE's or HPE's officers, directors, partners, employees, agents and HPE's performance of this Agreement and their actions or inactions hereunder.

### *Certifications, Guarantees and Warranties:*

HPE shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence HPE cannot ascertain.

### *Termination of Services:*

The Client or HPE may terminate this Agreement should the other fail to perform its obligation thereunder. In the event of termination, the Client shall pay HPE for all services rendered to the date of termination and all reimbursable expenses incurred as of the date of termination.

### *Ownership of Documents:*

All documents produced by HPE under this agreement shall remain the property of HPE and may be used by the Client as provided herein. Reproducible copies of all documents will be provided to the Client at the Client's sole cost. Upon execution of this Agreement, HPE grants to the Client a nonexclusive license to reproduce the documents produced by HPE under this Agreement solely for the purposes of constructing, using and maintaining the project described herein. HPE shall obtain similar nonexclusive licenses from HPE's consultants consistent with this Agreement. If this Agreement is terminated, HPE will deliver all documents prepared through the date of termination to the Client, and the Client is permitted to authorize other similarly credentialed design professionals to reproduce and, where and as permitted by law, to make changes, corrections or additions to the documents produced by HPE under this Agreement solely for the purposes of completing, using and maintaining the project described herein.

### *Insurance*

HPE will carry insurance issued by Texas licensed companies, providing: (a) Professional liability -- \$500,000.00; (b) General liability -- \$300,000.00 and \$500,000.00 aggregate; (c) Automobile liability -- \$300,000.00 personal injury and property; (d) Workers compensation -- \$100,000.00 and statutory requirements.

*Appropriations*

Notwithstanding any provision contained herein, the financial obligations of the Client contained herein are subject to and contingent upon appropriations by the City Council of the Client of such funds or other revenues being available, received and appropriated by the Client in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Client.

*Compliance with Law*

HPE shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination. HPE will perform and complete all work pursuant to this Agreement in a professional, ethical manner pursuant to the standards of good engineering practices.

All specifications, drawings, and other engineering documents that are prepared by HPE shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

**RATE SCHEDULE**

Compensation for labor will be on a billing rate basis for all Additional Services authorized and approved by the City of Kyle according to the following personnel classifications and rates:

Principal	\$120.00/hr.
Professional Engineer	\$105.00/hr.
Project Manager	\$ 85.00/hr.
Assistant Engineer	\$ 80.00/hr.
Technician	\$ 75.00/hr.
Clerical/Delivery	\$ 25.00/hr.

All Reimbursable Expenses as defined below will be invoiced to CLIENT with a multiplier of 1.1 (cost plus ten percent).

Reimbursable Expenses: Reproduction of plans or plan sets (1) as specially requested by client; (2) issued for construction; (3) for as-built record drawings. Plans for in-house use during design; for city review; issued to contractors, subcontractors, and/or material suppliers, are non-reimbursable and are considered incidental to the project work.

**ADDITIONAL SERVICES**

*Additional Services* requested by client will be provided on an actual Time and Materials Basis, as shown on the attached Rate Schedule.



## Exhibit A

Fees for services described below will be **twelve percent (12%) of actual construction costs** associated with the Interceptor improvements, exclusive of other subdivision improvements, based on the contractor's final pay application upon project completion. Current Engineer's estimate for construction is \$263,000.00; however, final fee will be based on actual construction cost and determined at project completion.

The draw schedule below identifies fee amounts for associated tasks; however, Engineer's fee shall not exceed the amount specified above.

### 1. Design Phase

Route determination in conjunction with the City Engineer and PCDP; line sizing; and preliminary design of the Interceptor's continuation north through Section 8 to serve future improvements. The work product will be preparation and submittal of an engineer's report and construction plans for approximately 2,100 lf of the Interceptor to the Section 8 site. A bore is anticipated under the UPPR right of way. Project-related survey work is included.

**Fee: \$24,550.00** (due upon task completion and submittal to City of Kyle, although periodic progress invoicing will occur)

### 2. Processing Phase

Process Construction Plans for Bunton Creek CIP Wastewater Interceptor through City of Kyle, address City of Kyle comments, and obtain plan approval; preparation of Railroad Bore Permit Application (but excluding cost of Railroad's permit fee).

**Fee: \$ 3,000.00** (due upon task completion, although periodic progress invoicing will occur)

### 3. Bidding/Construction Administration Phase

Preparation of bid documents sufficient for public bidding; construction administration including review of contractor pay applications, periodic site visits, addressing contractor concerns during construction, walk-throughs, letter of concurrence, and provision of record documents.

**Fee: \$4,000.00 (Estimated; final fee to be determined, but actual total fee shall not exceed 12% of actual construction cost for Bunton Creek CIP Wastewater Interceptor.** (Progress invoices shall be submitted during construction phase unless total engineering services fee of 12% is reached).

#### Assumptions:

- Wastewater line design in conjunction with Phase 1 Section 8 final platting.
- Wastewater plans to be bid publicly per City of Kyle bidding requirements.
- Fee does not include environmental studies or floodplain determinations. Current FEMA maps will be used.

AMENDMENT NO. 1 to  
**AGREEMENT FOR THE PROVISION OF  
 LIMITED PROFESSIONAL ENGINEERING SERVICES  
 BUNTON CREEK WASTEWATER INTERCEPTOR  
 PLUM CREEK PHASE 1, SECTION 8**

Original AGREEMENT dated January 26, 2011, and executed May 26, 2011, by and between the City of Kyle, hereinafter called "CITY" and Hanrahan Pritchard Engineering, Inc. hereinafter called "CONSULTANT". All terms and conditions of the original AGREEMENT shall remain in full effect.

1. General nature of original Project described in AGREEMENT between CITY and CONSULTANT:  
Design, Processing, and Bidding/Construction Administration Phase services, including route determination in conjunction with the City Engineer and PCDP for line sizing, and preliminary design of the Interceptor's continuation north through Section 8 to serve future improvements. Work product will be preparation and submittal of an engineer's report and construction plans for approximately 2,100 linear feet of the Interceptor to the Section 8 site. A bore is anticipated at the UPRR right-of-way; and project related survey work is included.
  
2. Scope of services to be performed by CONSULTANT:  
Modify the design and work product to include construction plans through the ACC site to serve the ACC-Hays Campus site, size the line to serve the Phase 2 and mixed use areas of the Plum Creek Development north of Kohler's Crossing and extend the limits to clear the ACC-Hays Campus site, adding a second bore under Kohler's Crossing and the Enterprise Products Pipeline easement increasing the project length to approximately 3,922 linear feet.
  
3. The compensation to be paid to CONSULTANT for providing the services herein shall be modified from the billing schedule in the original AGREEMENT from the percent of construction to a ***lump sum amount per phase***. The total compensation amount for this scope of services to be paid includes the original AGREEMENT amount of \$31,550.00, and AMENDMENT NO. 1 in the amount of \$14,650.00. The total Limited Professional Engineering Services contract modified amount is not to exceed \$46,200.00. This amount is to be paid per phase as follows: a) Design Phase - \$31,550.00; b) Processing Phase - \$3,000.00, and; c) Bidding/Construction Phase - \$11,650.00.

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

AMENDMENT NO. 1  
**BUNTON CREEK WASTEWATER INTERCEPTOR  
PLUM CREEK PHASE 1, SECTION 8**

CONSULTANT:  
**Hanrahan Pritchard Engineering, Inc.**

OWNER:  
**City of Kyle**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: April 2, 2013  
CONTACT CITY DEPARTMENT: Engineering  
CONTACT CITY STAFF: Steven Widacki, City Engineer

SUBJECT: Authorize the execution of amendment number 1 to the professional services agreement with HANRAHAN-PRITCHARD ENGINEERING, INC., increasing the contract amount by \$14,650.00 for a revised total contract amount not to exceed \$46,200.00 for engineering services associated with the Bunton Creek Wastewater Interceptor, Plum Creek Ph. 1, Section 8 Project.

CURRENT YEAR FISCAL IMPACT:

This increase in the professional services contract amount with HANRAHAN-PRITCHARD ENGINEERING, INC., for engineering services associated with the Bunton Creek Wastewater Interceptor, Plum Creek Ph. 1, Section 8 Project will require expenditure of funds from accumulated wastewater impact fees.

1. City Department:	Engineering
2. Project Name:	Bunton Creek Wastewater Interceptor
3. Budget/Accounting Code(s):	342-888-57223
4. Funding Source:	Wastewater Impact Fee Fund
5. Current Fund Balance:	\$ 7,302,106.28 (As of 3-27-2013)
6. Total Appropriations:	\$ 932,926.04
7. Unencumbered Balance:	\$ 6,369,180.24
8. Amount of This Action:	<u>\$( 14,650.00)</u>
9. Remaining Balance:	<u>\$ 6,354,530.24</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this amendment to the professional services contract by increasing the contract amount by \$14,650.00 for a revised total of \$46,200.00 will be provided from accumulated wastewater impact fees.

The City Council's approval of this item will also authorize staff to appropriate and apply accumulated funds from the Wastewater Impact Fee Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:


The following funding commitments have been recently authorized by the City Council for the expenditure of Wastewater Impact Fee Funds:

- In 2010, the City Council approved an engineering services contract with HANRAHAN PRITCHARD ENGINEERING, INC., in the amount of \$31,550.00 (as

amended) to provide design phase services, survey phase services, construction plans services, and bidding and construction administrative phase services for the Bunton Creek Wastewater Interceptor project (ACC Wastewater Line).

- On January 3, 2012, the City Council approved a professional services agreement with LNV, INC., in an amount not to exceed \$173,540.00 to perform right-of-way acquisition services for the Southside Wastewater Improvements Project (Blanco Basin and Elliot Branch).
- On May 15, 2012, the City Council authorized negotiation of a professional services agreement with RPS ESPEY CONSULTANTS, INC., to perform engineering services associated with "e 11-12-01" City of Kyle Southside and Elliot Branch Wastewater Interceptor Improvements project. The negotiated contract for RPS ESPEY totaled \$320,977.00 under this City Council authorization.
- On May 15, 2012, the City Council approved a professional services agreement with DIANNA L. TINKLER in an amount not to exceed \$29,785.00 to perform right-of-way acquisition services for the Bunton Creek Wastewater Interceptor, Phase 3.
- On May 15, 2012, the City Council approved a professional services agreement with ECS TEXAS, LLP (ECS) in an amount not to exceed \$4,401.25 to perform engineering services associated with subsurface exploration for the Bunton Creek Wastewater Interceptor.
- On June 19, 2012, the City Council approved a professional services agreement with HOLT ENGINEERING, INC., (HEI) in an amount not to exceed \$33,707.00 to perform geotechnical engineering services associated with the Bunton Creek Wastewater Interceptor, Phase 3.
- On January 22, 2013, the City Council approved a construction contract to SMITH CONTRACTING, INC., of Austin, TX, in an amount not to exceed \$790,425.00 for the Bunton Creek Wastewater Interceptor, Phase 3.
- On March 19, 2013, the City Council authorized amendment number 1 to the professional services agreement with DIANNA L. TINKLER increasing the contract amount by \$11,400.00, for a revised total contract amount not to exceed \$41,185.00 for right-of-way acquisition services associated with Bunton Creek Wastewater Interceptor, Phase 3.
- On March 19, 2013, the City Council authorized amendment number 1 to the professional services agreement with LNV, INC., increasing the contract amount by \$10,020.00, for a revised total contract amount not to exceed \$183,560.00 for right-of-way acquisition services associated with Southside Wastewater Improvements Project.

Item # 16

 3/27/2013

Perwez A. Moheet, CPA  
Director of Finance

- Date





# CITY OF KYLE, TEXAS

Meeting Date: 4/2/2013  
Date time: 7:00 PM

## Proposed Amendments to Comp Plan

### Subject/Recommendation:

*(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE COMPREHENSIVE PLAN APPLICATION CHARTS AS FOLLOWS: AMENDED THE LOCAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED, AND IDENTIFY RETAIL SERVICES (RS) AS NOT RECOMMENDED; AMENDED THE REGIONAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED; AMENDED THE SUPER-REGIONAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS CONDITIONAL, CENTRAL BUSINESS DISTRICT 1(CBD-1) AND CENTRAL BUSINESS DISTRICT 2(CBD-2) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE RIPARIAN LANDSCAPE FUTURE LAND USE DESIGNATION TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), AND RETAIL SERVICES ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE FARM LANDSCAPE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE RANCH LANDSCAPE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE OLD TOWN FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AS NOT RECOMMENDED, CBD-1 AND CBD-2 AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS RECOMMENDED, SINGLE FAMILY RESIDENTIAL 2(R-1-2) AS RECOMMENDED, APARTMENTS RESIDENTIAL (R-3-3) TO NOT RECOMMENDED; AMENDED THE CORE AREA TRANSITION FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS NOT RECOMMENDED;

Cover Memo

Asm # 17

RECOMMENDED, RETAIL SERVICES (RS) AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 2 (R-1-2) AS CONDITIONAL; AMENDED THE HISTORIC CORE AREA TRANSITION FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL AND COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) DISTRICTS AS NOT RECOMMENDED; AMENDED THE MID-TOWN COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, RETAIL SERVICES (RS) DISTRICTS AS NOT RECOMMENDED, AND SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS RECOMMENDED; AMENDED THE NEW SETTLEMENT COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, APARTMENTS RESIDENTIAL (R-3-3), MANUFACTURED HOME SUBDIVISION (M-2) AND MANUFACTURED HOME PARK (M-3) AS CONDITIONAL ZONING DESIGNATIONS; AMENDED THE NEW TOWN COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS RECOMMENDED AND RECREATIONAL VEHICLE (RV) ZONING DESIGNATION AS CONDITIONAL; AMENDED THE EMPLOYMENT COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS RECOMMENDED, HOSPITAL SERVICES (HS) AS CONDITIONAL AND ENTERTAINMENT (E) AS CONDITIONAL; AMENDED THE SENSITIVE/ SUSTAINABLE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICT AS NOT RECOMMENDED, IDENTIFY CONSTRUCTION MANUFACTURING (CM), RETAIL SERVICES (RS), ENTERTAINMENT (E) AND WAREHOUSE (W) AS NOT RECOMMENDED; AMENDED THE HERITAGE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICT AS CONDITIONAL ( AS SHOWN ON EXHIBIT A) PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS ~ Sofia Nelson, Director of Planning

*The Planning and Zoning Commission recommended approval of the the Long Range Planning Committee's recommendations with Commissioner Kay's amendments with a vote of 4-1.*

- Public Hearing

Please see attachments

**Budget Information:** N/A

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

**Attachments / click to download**

- [ordinance](#)
  - [exhibit a](#)
  - [commissioner kay comments](#)
  - [Long Range Planning Comm. Minutes](#)
  - [landusedistricts-redline](#)
-

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE COMPREHENSIVE PLAN APPLICATION CHARTS AS FOLLOWS: AMENDED THE LOCAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED, AND IDENTIFY RETAIL SERVICES (RS) AS NOT RECOMMENDED; AMENDED THE REGIONAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED; AMENDED THE SUPER-REGIONAL NODE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS CONDITIONAL, CENTRAL BUSINESS DISTRICT 1(CBD-1) AND CENTRAL BUSINESS DISTRICT 2(CBD-2) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE RIPARIAN LANDSCAPE FUTURE LAND USE DESIGNATION TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (CC), AND RETAIL SERVICES ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE FARM LANDSCAPE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE RANCH LANDSCAPE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) ZONING DISTRICTS AS NOT RECOMMENDED; AMENDED THE OLD TOWN FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL, COMMUNITY COMMERCIAL (CC) AS NOT RECOMMENDED, CBD-1 AND CBD-2 AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS RECOMMENDED, SINGLE FAMILY RESIDENTIAL 2(R-1-2) AS RECOMMENDED, APARTMENTS RESIDENTIAL (R-3-3) TO NOT RECOMMENDED; AMENDED THE CORE AREA TRANSITION FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC), ZONING DISTRICTS AS RECOMMENDED, RETAIL SERVICES (RS) AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS CONDITIONAL, SINGLE FAMILY RESIDENTIAL 2 (R-1-2) AS CONDITIONAL; AMENDED THE HISTORIC CORE AREA TRANSITION FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS CONDITIONAL AND COMMUNITY COMMERCIAL (CC) AND RETAIL SERVICES (RS) DISTRICTS AS NOT RECOMMENDED; AMENDED THE MID-TOWN COMMUNITY**

**FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, RETAIL SERVICES (RS) DISTRICTS AS NOT RECOMMENDED, AND SINGLE FAMILY RESIDENTIAL 1 (R-1-1) AS RECOMMENDED; AMENDED THE NEW SETTLEMENT COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) DISTRICT AS RECOMMENDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, APARTMENTS RESIDENTIAL (R-3-3), MAUNFACTURED HOME SUBDIVISION (M-2) AND MANUFACTURED HOME PARK (M-3) AS CONDITIONAL ZONING DESIGNATIONS; AMENDED THE NEW TOWN COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS RECOMMENDED AND RECREATIONAL VEHICLE (RV) ZONING DESIGNATION AS CONDITIONAL; AMENDED THE EMPLOYMENT COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS RECOMMENDED, HOSPITAL SERVICES (HS) AS CONDITIONAL AND ENTERTAINMENT (E) AS CONDITIONAL; AMENDED THE SENSITIVE/ SUSTAINABLE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS RECOMMNEDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICT AS NOT RECOMMENDED, IDENTIFY CONSTRUCTION MANUFACTURING (CM), RETAIL SERVICES (RS), ENTERTAINMENT (E) AND WAREHOUSE (W) AS NOT RECOMMENDED; AMENDED THE HERITAGE FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT AS RECOMMNEDED AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICT AS CONDITIONAL ( AS SHOWN ON EXHIBIT A) PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS**

**WHEREAS**, it is necessary and reasonable for the City of Kyle, Texas, a Texas home rule municipality, (herein the “City”) to provide for, modify and amend a Comprehensive Plan for the City in accordance with Chapters 211 and 213 of the Texas Local Government Code and the City Charter;

**WHEREAS**, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

**WHEREAS**, the City desires to facilitate the lessening of congestion in the streets; the securing of its citizens and visitors from fire, panic and other dangers; the promotion of the general health and welfare; the provision of adequate light and air, the prevention of the

overcrowding of property and undue concentration of populations; and the adequate provision of transportation, water, sewers, schools, parks and other public requirements;

**WHEREAS**, the Planning and Zoning Commission, after conducting public hearings, recommended amendment of the Comprehensive Plan; and,

**WHEREAS**, after review, inquiry and the opportunity for the public to given testimony and present written evidence at public hearings and after review by the Planning and Zoning Commission, the City Council has found the amendment of the Comprehensive Plan hereinafter set forth and listed in this ordinance is reasonable and necessary for the public health, safety, morals and welfare.

**NOW, THEREFORE, BE IT ORDAINED 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. Comprehensive Plan.** Having held a public hearing and after receiving a recommendation from the Planning and Zoning Commission, the City Council hereby adopts and approves the amendments to the Comprehensive Plan as shown in Exhibit A. The Comprehensive Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may amend the Comprehensive Plan in the discretion of the City Council to plan for the changing plans of the City.

**Section 3. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 5. Open Meetings.** 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, Tex. Gov't. Code.*

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

**THE CITY OF KYLE,  
TEXAS**

\_\_\_\_\_  
Amelia Sanchez, City Secretary

\_\_\_\_\_  
Lucy Johnson, Mayor

## Exhibit A

District	Neighborhood Commercial	Community Commercial	Additional Amendments
Local Node	Recommended	Recommended	<ul style="list-style-type: none"> <li>Change R/S to NOT Recommended</li> </ul>
Regional Node	Recommended	Recommended	---
Super-Regional Node	Conditional	Conditional	<ul style="list-style-type: none"> <li>Change CBD-1 to NOT Recommended</li> <li>Change CBD-2 to NOT Recommended</li> </ul>
Riparian Landscape	Not Recommended	Not Recommended	<ul style="list-style-type: none"> <li>Change Retail/Services to NOT Recommended</li> </ul>
Farm Landscape	Conditional	Not Recommended	<ul style="list-style-type: none"> <li>Change Retail/Services to NOT Recommended</li> </ul>
Ranch Landscape	Conditional	Not Recommended	<ul style="list-style-type: none"> <li>Change Retail/Services to NOT Recommended</li> </ul>
Old Town Community	Conditional	Not Recommended	<ul style="list-style-type: none"> <li>Change CBD-1 to Conditional</li> <li>Change CBD-2 to Conditional</li> <li>Add R-1-1 as Recommended</li> <li>Add R-1-2 as Recommended</li> <li>Change R-3-3 to NOT Recommended</li> </ul>
Core Area Transition	Recommended	Recommended	<ul style="list-style-type: none"> <li>Change Retail/Services to Conditional</li> <li>Add R-1-1 as Conditional</li> <li>Add R-1-2 as Conditional</li> </ul>
Historic Core Area Transition	Conditional	Not Recommended	<ul style="list-style-type: none"> <li>Change Retail/Services</li> </ul>



			to NOT Recommended
Mid-Town Community	Conditional	Conditional	<ul style="list-style-type: none"> <li>• Change Retail/Services to NOT Recommended</li> <li>• Change R-1-1 to Recommended</li> </ul>
New Settlement Community	Recommended	Conditional	<ul style="list-style-type: none"> <li>• Change Apts-Residential to Conditional</li> <li>• Change M-2 to Conditional</li> <li>• Change M-3 to Conditional</li> <li>• Change R/S to NOT Recommended</li> </ul>
New Town Community	Recommended	Recommended	<ul style="list-style-type: none"> <li>• Add RV as Conditional</li> </ul>
Employment Community	Recommended	Recommended	<ul style="list-style-type: none"> <li>• Add HS to Conditional</li> <li>• Add E as Conditional</li> </ul>
Sensitive/Sustainable Development	Recommended	Not Recommended	<ul style="list-style-type: none"> <li>• Change CM to NOT Recommended</li> <li>• Change RS to NOT Recommended</li> <li>• Change E to NOT Recommended</li> <li>• Change W to NOT Recommended</li> </ul>
Heritage Community	Recommended	Conditional	---

Proposed Amendments to the Comprehensive Plan  
Final Recommendations to the Planning and Zoning Commission  
*Commissioner Cicely Kay Additional Comments*

<b>District</b>	<b>Neighborhood Commercial</b>	<b>Community Commercial</b>	<b>Long Range Additional Comments</b>	<b>C. Kay Additional Comments</b>
Local Node	Recommended	Recommended	---	Agreed Change R/S to NOT Recommended
Regional Node	Recommended	Recommended	---	Agreed
Super-Regional Node	Conditional	Conditional	Change CBD-1 to NOT Recommended Change CBD-2 to NOT Recommended	Agreed Change R/S to Recommended
Riparian Landscape	Not Recommended	Not Recommended	Change Retail/Services to NOT Recommended	Agreed
Farm Landscape	Conditional	Not Recommended	Change Retail/Services to NOT Recommended	Agreed
Ranch Landscape	Conditional	Not Recommended	Change Retail/Services to NOT Recommended	Agreed
Old Town Community	Recommended**	Not Recommended	Change CBD-1 to Conditional Change CBD-2 to Conditional Add R-1-1 as Recommended	Agreed** Add R-1-2 as Recommended Change R-3-3 to NOT Recommended **Add NC as Conditional
Core Area Transition	Recommended	Recommended	Change Retail/Services to Conditional	Agreed Add R-1-1 as Conditional Add R-1-2 as Conditional
Historic Core Area Transition	Conditional	Not Recommended	Change Retail/Services to NOT Recommended	Agreed
Mid-Town Community	Conditional	Conditional	Change Retail/Services to	Agreed Item # 17 Change R-1-1 to

			NOT Recommended	Recommended
New Settlement Community	Conditional**	Conditional	Change Apts-Residential to Conditional Change M-2 to Conditional Change M-3 to Conditional	Agreed** Add NC as Recommended Change R/S to NOT Recommended
New Town Community	Recommended	Recommended	Add RV as Conditional	Agreed
Employment Community	Recommended	Recommended	Add HS to Conditional Add E as Conditional	Agreed
Sensitive/Sustainable Development	Recommended	Not Recommended	Change CM to NOT Recommended Change RS to NOT Recommended Change E to NOT Recommended Change W to NOT Recommended	Agreed
Heritage Community	Recommended	Conditional	---	Agreed

## Minutes of the Long Range Planning Committee September 19, 2012

Present: Lila Knight, Jerry Kolacny, Kay Rush, Kyle Toomire, Pat Fernandez  
Samantha Bellows-LeMense, Sophia Nelson (Planning Director)  
Citizens: Julie Watkins, Michael Watkins, Pat Kolacny, Hugo Elizondo

The meeting began at 7:00 pm in the upstairs conference room at City Hall.

### *1. Meeting Called to Order*

A quorum of the committee members was present.

### *2. Approval of Minutes from July 11, 2012*

The minutes from July 11th were approved with the correction by Kyle Toomire that he never suggested that anyone would want to place a bed and breakfast next to a river. Kolacny moved to approve with the change, seconded by Toomire and passed unanimously.

### *3. Discuss and Make a Recommendation to the Planning and Zoning Commission regarding a Comprehensive Plan Amendment to identify RV Zoning within the New Settlement District and Regional Node as Conditional rather than Not Recommended*

Sophia Nelson made a brief presentation on the proposed amendment adding RV zoning to two districts at the request of Hugo Elizondo on behalf of a landowner. She explained that although it was the result of a zoning request, it would apply to all the the areas and not just this particular parcel of land. She stressed that it was not a recommendation for a zoning request but was, in fact, a request for an amendment to the Comprehensive Plan

The Committee first considered RV in the New Settlement District

Issues that were discussed by members included:

- the potential to increase flooding along the waterways that line the New Settlement area
- the RV ordinance that does not allow residence in a RV park for more than 12 months
- the existence of RV in both the Employment and Heritage districts
- the need for I-35 access for large RVs to access parks
- ability for RV parks and tourists to bring tax revenues to Kyle

Ms. Nelson read a statement by Susan Meckel into the record, as she was unable to attend the meeting.

### *Citizens Comments*

Julie Watkins asked if there has been much demand for RV space in Kyle. She stated that it appeared to her that this request appeared to be about this specific project rather than the actual need for a change in the Comprehensive Plan to accommodate a need for RV parks.

Kolacny moved to recommend to allow RV zoning as conditional in the New Settlement District. There was no second to the motion.

Ms. Rush moved to recommend to deny RV zoning as conditional in the New Settlement District. Knight seconded the motion. The motion passed 3-1 (Kolacny opposed and Toomire abstained)

The Committee then considered RV in the Regional Nodes

Issues that were discussed by members included:

- regional nodes serve as gateways to the city along I-35 and should have more intensive uses
- regional nodes are also located at key intersections in neighborhoods and this could cause traffic issues
- RV parks could generate tourism along I-35

Toomire moved to recommend to allow RV as conditional in the Regional Nodes. The motion was seconded by Kolacny. Motion passed 3-2 (Rush and Knight opposed)

*4. Review and make recommendations to Planning and Zoning Commission on revisions to zoning categories in Comprehensive Plan, including:*

### New Town District

Kolacny moved to recommend to add RV as conditional, and seconded by Knight. Rush expressed this made more sense as there was more open land not encumbered by existing housing with good access. Motion passed unanimously.

Kolacny moved to recommend to allow M2 and M3 within the New Town District. Motion died for lack of a second.

### Employment District

Knight moved to recommend to allow HS and E as conditional in the Employment District. Motion seconded by Kay Rush.

Issues discussed by members included:

- inappropriate due to blasting

- should not add services that would not have adequate services under Monarch Water Co.

The motion passed 3-2 (Toomire and Kolacny opposed)

#### Sensitive/Sustainable District

Knight moved to to recommend remove CM, RS and E from this District. Motion seconded by Rush. Motion passed 4-1 (Kolacny opposed)

Fernandez moved to recommend to remove W from the District. Motion seconded by Knight. Motion passed 4-1 (Kolacny opposed)

#### Heritage District

No recommendations were made for this district.

#### Local Node

No recommendations were made for this district.

#### Regional Node

No recommendations were made for this district.

#### Super-Regional Node

Knight moved to recommend CBD-1 and CBD-2 as NOT Recommended. Motion was seconded by Fernandez. Motion passed unanimously.

#### *5. Review and Make Recommendation to Planning and Zoning Commission regarding finalized boundaries for Regional Node at I-35 and Center Street and Local Node at FM 2770 and FM 150*

Toomire made a motion to recommend the boundaries of the Regional Node at I-35 and FM 150. Motion seconded by Rush. Motion passed 4-1 (Kolacny opposed).

The boundaries for the local node at FM 2770 and FM 150 were tabled until the next meeting.

#### *6. Review and Make Recommendations to the Planning and Zoning Commission Regarding Design Guidelines for the I-35 Corridor*

This item was tabled to tour next meeting.

7. Consider future topics of discussion and schedule next meeting.  
This item was tabled.

The meeting was adjourned.

- Submitted by Lila Knight

**Proposed Amendments to the Comprehensive Plan  
Final Recommendations to the Planning and Zoning Commission**

<b>District</b>	<b>Neighborhood Commercial</b>	<b>Community Commercial</b>	<b>Additional Recommendations</b>
Local Node	Recommended	Recommended	---
Regional Node	Recommended	Recommended	---
Super-Regional Node	Conditional	Conditional	Change CBD-1 to NOT Recommended Change CBD-2 to NOT Recommended
Riparian Landscape	Not Recommended	Not Recommended	change Retail/Services to NOT Recommended
Farm Landscape	Conditional	Not Recommended	change Retail/Services to NOT Recommended
Ranch Landscape	Conditional	Not Recommended	change Retail/Services to NOT Recommended
Old Town Community	Recommended	Not Recommended	change CBD-1 to Conditional change CBD-2 to Conditional add R-1-1 as Recommended
Core Area Transition	Recommended	Recommended	change Retail/Services to Conditional

<b>District</b>	<b>Neighborhood Commercial</b>	<b>Community Commercial</b>	<b>Additional Recommendations</b>
Historic Core Area Transition	Conditional	Not Recommended	change Retail/Services to NOT Recommended
Mid-Town Community	Conditional	Conditional	change Retail/Services to NOT Recommended
New Settlement Community	Conditional	Conditional	Change Apts.-Residential to Conditional  Change M-2 to Conditional  Change M-3 to Conditional
New Town Community	Recommended	Recommended	Add RV as Conditional
Employment Community	Recommended	Recommended	Add HS as Conditional  Add E as Conditional
Sensitive/Sustainable Development	Recommended	Not Recommended	Change CM to NOT Recommended  Change RS to NOT Recommended  Change E to NOT Recommended  Change W to NOT Recommended
Heritage Community	Recommended	Conditional	----

Note: The Long Range Committee's recommendations regarding RV as conditional in the New Settlement District and the Regional Nodes was not included in this chart as this item has already been voted on and decided by both the Planning and Zoning Commission and the City Council.



# LOCAL NODE

## CHARACTER

Some Local Nodes occur at existing intersections, where a greater intensity of use should be fostered to take advantage of the benefits conferred by that intersection. Other Local Nodes are located at points where new corridors will create significant local intersections in the future. Local Nodes should be comprised of neighborhood-scale retail uses, small public gathering spaces, such as plazas, playgrounds, and trails, and some higher intensity residential opportunities where appropriate. Local Nodes should be designed to serve the local population living within or adjacent to the individual Node. For this reason, Local Nodes should provide goods and services that enhance convenience and, therefore, quality of life for local residents. A central gathering location should be created within each Local Node to foster a sense of community for the surrounding residents.

## INTENT

The anchor of each Local Node should be service retail, and, of all the Nodes, the Local Nodes should have the lowest level of non-residential development intensity. General goods and services required on a daily basis by residents should be located in Local Nodes, including small food markets, restaurants, banks, and small shops. These Nodes

should be connected to the surrounding communities with sidewalks and trails to encourage walking, minimize traffic congestion, and increase safety.

## JURISDICTION

Local Nodes are primarily located within and adjacent to residential Communities and at key intersections of roadways that make up the local system. These Nodes range in size from a 1/6 mile radius to a 1/4 mile radius, making them quite easy to traverse for pedestrians and bicyclists. Figure 18 indicates the location of the Local Nodes.

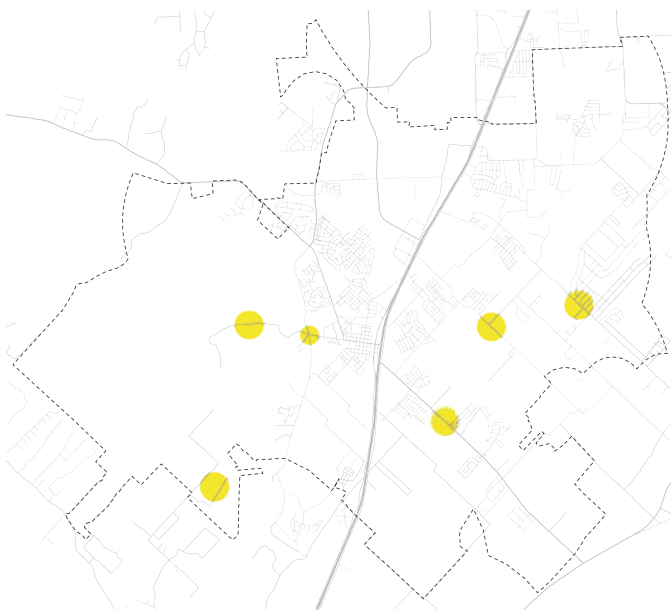


Figure 18: Local Node Key Map.



Illustrative Photograph



Illustrative Photograph

Item # 17

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Local Nodes.
- Not Recommended: Development plan is not appropriate for the Local Nodes.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	8 - 15	0.15 - 0.3
Conditional	4 - 7.9	0.3 - 0.4
Not Recommended	< 4; > 15	> 0.4

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Local Nodes.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Not Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Not Recommended
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Not Recommended
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Conditional
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	<del>Recommended</del>
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Not Recommended
Warehouse	W	Not Recommended

### Proposed Amendment

-Neighborhood Commercial (NC)-  
Recommended

-Community Commercial (CC)-  
Recommended

-Retail Services (RS)- Not  
Recommended

Not Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# REGIONAL NODE

## CHARACTER

Regional Nodes should have regional scale retail and commercial activity complemented by regional scale residential uses. These Nodes should represent the character and identity of Kyle, and signal these traits to the surrounding community. Regional Nodes have a radius of approximately 1/3 of a mile so that they are walkable, but are able to contain a greater range of uses at a larger scale than those found in Local Nodes. Appropriate uses may include grocery stores, retail shopping centers, multi-family housing, and municipal services, such as libraries and recreation centers. The Regional Nodes located along I-35 at the northern and southern boundaries of Kyle should be designed as entryways into Kyle with elements that are symbolic of Kyle and serve to attract I-35 travelers into Kyle. Transitions between Regional Nodes and surrounding districts must be carefully constructed to avoid abrupt shifts in land uses. Trails and sidewalks should be present throughout all Regional Nodes and should connect to surrounding neighborhoods.

## INTENT

The primary goal of the Regional Nodes is to capture commercial opportunities necessary to close Kyle's tax gap. To achieve this goal, these Nodes should draw upon anticipated

regional growth and aggregate density to enhance value and activity levels in a concentrated and visible location. Regional Nodes should provide a mixture of uses that complements regional commercial activity, as well as encourage high intensity residential development. These Nodes should respond to other regional areas of growth, specifically along I-35 and FM 1626, and to growth toward Hwy 21, SH 45 and SH 130. The anchor of each Regional Node should be regional commercial uses, and Regional Nodes should have a high level of development intensity.

## JURISDICTION

Regional Nodes are positioned at intersections of regional roadways and at intersections of local and regional roadways. Largely, these Nodes form an outer ring around the City of Kyle that will concentrate regional activity along the regional roadways. Figure 19 indicates the location of the Regional Nodes.

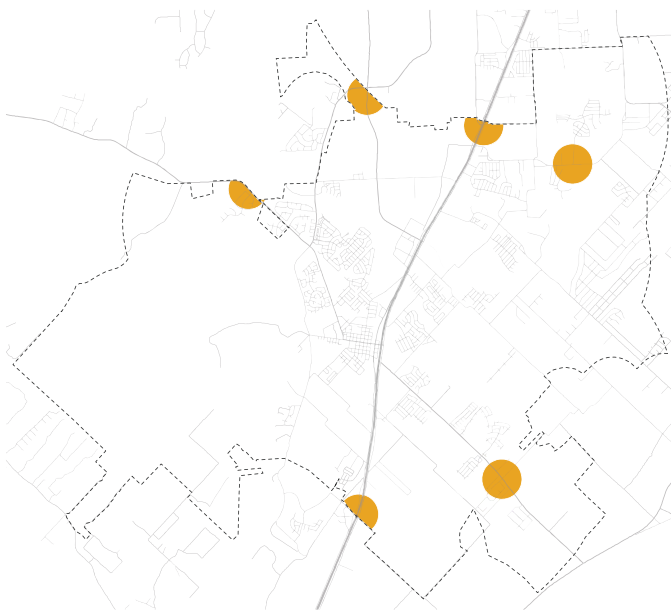


Figure 19: Regional Node Key Map.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Regional Nodes.
- Not Recommended: Development plan is not appropriate for the Regional Nodes.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	> 25	0.4 - 1.5
Conditional	12 - 25	0.2 - 0.39
Not Recommended	< 12	< 0.2

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Regional Nodes.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Not Recommended
Central Business District 1	CBD-1	Conditional
Central Business District 2	CBD-2	Conditional
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Conditional
Hospital Services	HS	Conditional
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Not Recommended
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Conditional
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Not Recommended
Warehouse	W	Not Recommended

### Proposed Amendment

- Neighborhood Commercial (NC)-  
Recommended
- Community Commercial (CC)-  
Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# SUPER REGIONAL NODE

## CHARACTER

The Super Regional Node should contain large-scale institutional, commercial, and retail land uses, with the Seton Medical Center as the key distinguishing feature. The Super Regional Node is in the early stages of development, and care should be taken to ensure that as development processes, it is in keeping with the character and intent outlined below for this Node. Seton Hospital serves as a regional attractor and, in large part, defines the Super Regional Node. Associated health providers and goods and service providers should be attracted to this area and encouraged to create a diverse commercial and employment center. The aggregation of commercial square footage in this Node creates a significant commercial destination that will be visible to regional travelers along the I-35 corridor. The focus of this Node should be on unique retail offerings, rather than over-reliance on ubiquitous convenience retail. Additionally, entertainment uses, such as movie theaters or bowling alleys, may be appropriate in this Node. This Node should serve as a destination for Kyle, attracting people due to the hospital and/or commercial offerings, and encouraging them to extend their stay due to unique and diverse uses and connections to other areas of Kyle.

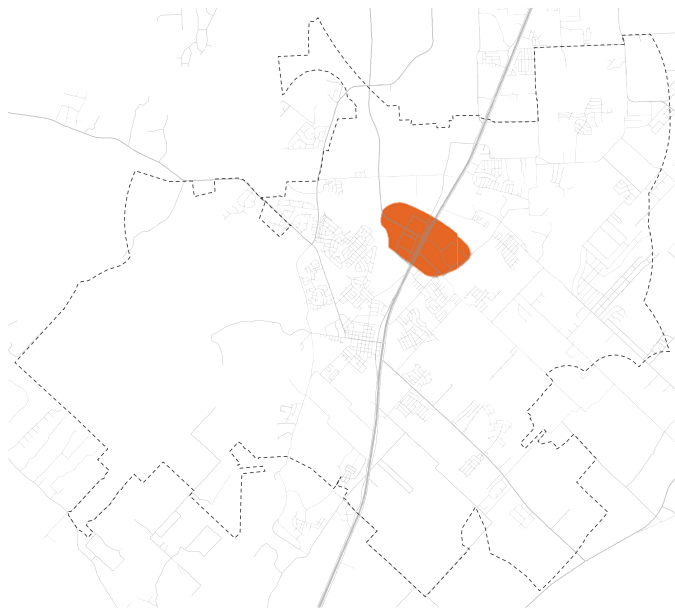


Figure 20: Super Regional Node Key Map.

## INTENT

The purpose of the Super Regional Node is to capture employment opportunities and create a commercial destination within Kyle. This Node should take advantage of the medical center and of I-35 traffic to increase Kyle's competitiveness in the surrounding region. Existing employment centers should be leveraged to attract complementary commercial uses and opportunities for increased value capture. Due to the concentration and diversity of uses in this Node, appropriate land use transitions to adjacent Communities is critical. The anchor of the Super Regional Node should be employment, and the Super Regional Node should have the highest level of development intensity of all the Nodes.

## JURISDICTION

The Super Regional Node is located on both the east and west sides of I-35 around the intersection of FM 1626 with I-35. Figure 20 indicates the location of the Super Regional Node.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Super Regional Nodes.
- Not Recommended: Development plan is not appropriate for the Super Regional Nodes.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	> 25	> 2.0
Conditional	12 - 25	0.6 - 2.0
Not Recommended	< 12	< 0.6

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Super Regional Nodes.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Not Recommended
Central Business District 1	CBD-1	<del>Recommended</del>
Central Business District 2	CBD-2	<del>Recommended</del>
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Conditional
Hospital Services	HS	Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Not Recommended
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Not Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Not Recommended
Warehouse	W	Not Recommended

Not Recommended  
Not Recommended

### Proposed Amendments

- Neighborhood Commercial (NC)-  
Conditional
- Community Commercial (CC)-  
Conditional
- Central Business District 1 (CBD1)-  
Not Recommended
- Central Business District 2 (CBD2)-  
Not Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# RIPARIAN DISTRICT

## CHARACTER

The Riparian Districts are characterized by the primary waterways of Kyle and surrounding floodplains, seeking to protect them from encroaching development. Additionally, significant vegetative cover can be found within these Districts, which impacts air quality and confers identity on the community. Riparian corridors may be wooded or open areas of land and water, and are of local and regional importance. Water quality and aquifer recharge are critical factors, especially as the areas around Austin develop quickly and demands for water resources increase.

## INTENT

The intent of the Riparian District designation is to prevent the loss of sensitive riparian habitat that impacts regional environmental quality. Ecologically appropriate development policies and design standards should be defined in these areas. Design standards and guidelines should be implemented to preserve habitat, stabilize stream banks, improve water quality, and control erosion. Public spaces (such as parks and trails) in the Riparian Districts should be a priority for preservation and should connect the various development forms to promote community cohesion.

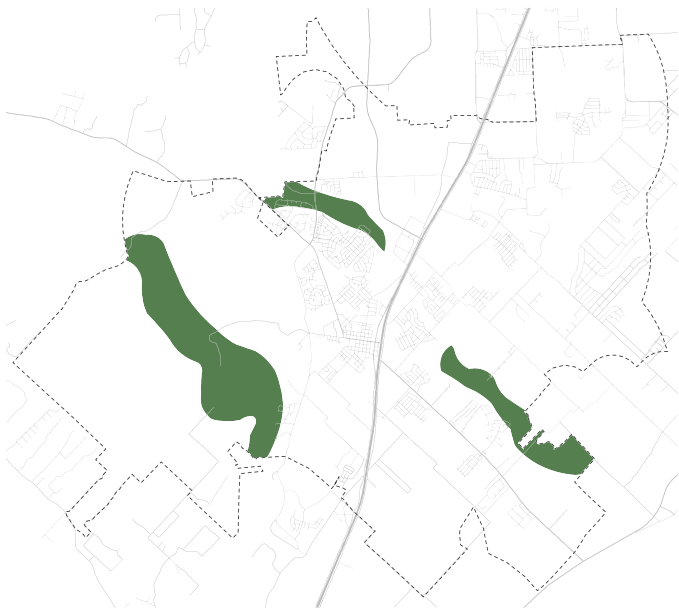


Figure 6: Riparian District Key Map.

## JURISDICTION

The Riparian District occurs along the major waterways within Kyle and its ETJ: the Blanco River and Plum Creek. The Riparian Districts are bordered by the Ranch, Sensitive/Sustainable Development, Mid-Town, New Town, New Settlement, Farm, and Super Regional Districts. Figure 6 indicates the location of the Riparian District.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Riparian District.
- Not Recommended: Development plan is not appropriate for the Riparian District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	< 1	< 0.15
Conditional	1 - 2	0.15 - 0.23
Not Recommended	> 2	> 0.23

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Riparian District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Not Recommended
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Conditional
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Not Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Not Recommended
Apartments Residential	R-3-3	Not Recommended
Retail/Service	R/S	<del>Conditional</del> Not Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Recommended
Warehouse	W	Not Recommended

### Proposed Amendments

- Neighborhood Commercial (NC)- Not Recommended
- Community Commercial (CC)- Not Recommended
- Retail Services (RS)- Not Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# FARM DISTRICT

## CHARACTER

The Farm Districts are currently characterized by crop production and rural roadways that generally run from northwest to southeast. As farming activities are a significant part of Kyle's history and the economic base of the region, it is important to preserve the Farm Districts as a reminder of that agricultural heritage. Additionally, preservation of these lands is necessary for stormwater management, erosion control, and maintaining water and air quality. Open agricultural lands and an uninterrupted ground plane characterize the Farm Districts. Property lines should not be clearly marked by fences or other vertical, opaque expressions, such as tree lines. Vertical and opaque expressions should be avoided on property lines to blur these lines and preserve open views. Development forms should respond to agricultural patterns, with significant building setbacks, native landscaping, and, where possible, non-structured surface water management.

## INTENT

Due to the historic and environmental significance of the Farm Districts, the intent of this District is to preserve existing agricultural land uses and the context within which they reside. The spacious views and active farmland should be protected and preserved for Kyle residents to enjoy. The

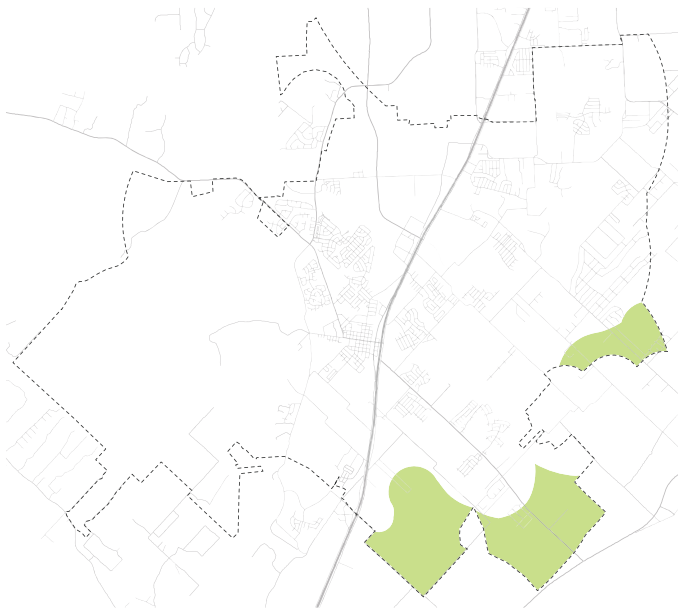


Figure 4: Farm District Key Map.

City should implement preservation policies that foster the goals of farmland preservation. New development should be directed toward uses that can appropriately co-exist with farming.

## JURISDICTION

Farm Districts are found in the southeastern portions of Kyle and its ETJ, where the historic Blackland Prairie with its rich soils and flat land was well suited for conversion to farming activities. The District is bordered by the New Settlement and Riparian Districts. Figure 4 indicates the location of the Farm District.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Farm District.
- Not Recommended: Development plan is not appropriate for the Farm District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	< 1	< 0.15
Conditional	1 - 2	0.15 - 0.23
Not Recommended	> 2	> 0.23

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Farm District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Not Recommended
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Conditional
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Not Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Not Recommended
Apartments Residential	R-3-3	Not Recommended
Retail/Service	R/S	<del>Conditional</del> <b>Not Recommended</b>
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Recommended
Warehouse	W	Not Recommended

### Proposed Amendment

- Neighborhood Commercial (NC)- Conditional
- Community Commercial (CC)- Not Recommended
- Retail Services (RS)- Not Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# RANCH DISTRICT

## CHARACTER

The Ranch Districts are found where the land forms begin to resemble the rolling hills and rocky terrain indicative of the Hill Country of Central Texas. These areas are not ideal for crop farming activities, but are well-suited for ranching and grazing and have been used for these activities throughout Kyle's history. Acknowledgement and protection of the Ranch District will preserve this element of Kyle's heritage and also preserve the environmental integrity of these sensitive areas. The Ranch District is an important recharge zone for underground aquifers that provide clean water to the region. A mix of open spaces and historic oak trees are typical of the Ranch District, and rolling topography in this landscape results in significant vistas. Agricultural uses consist primarily of grazing activities, with some selectively appropriate fields and crop cultivation. Growth in the Ranch District should be managed to not displace historic ranching land uses or their context. In order to achieve this goal, development must be site-specific and carefully designed to fit within the rangeland context.

## INTENT

Development within the Ranch Districts should strive to preserve open rangeland through low impact development

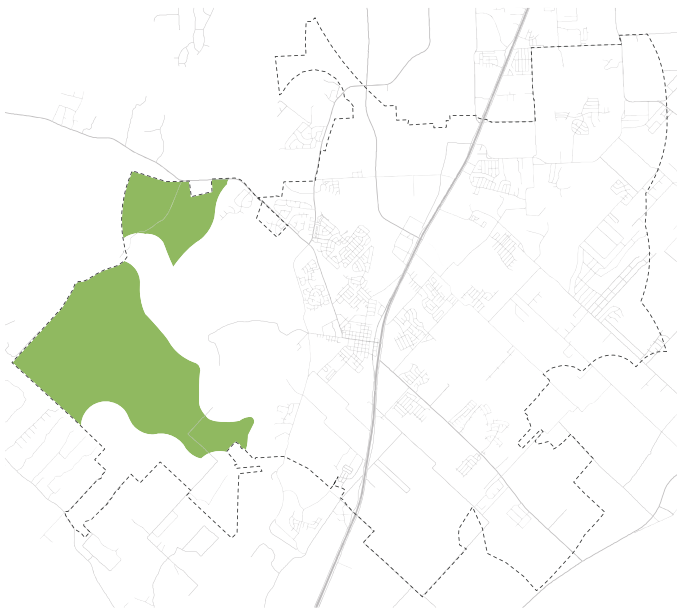


Figure 5: Ranch District Key Map.

practices, such as the clustering of development along the edges of wooded areas. Development that disrupts historic agricultural uses or blocks views of rolling lands is not recommended. Ranchland preservation policies should be implemented in these areas. Growth should be directed toward uses that can co-exist with ranching activities.

## JURISDICTION

The Ranch Districts are located in the western portions of Kyle and its ETJ, bordered by the Sensitive/Sustainable Development and Riparian Districts. Figure 5 indicates the location of the Ranch District.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Ranch District.
- Not Recommended: Development plan is not appropriate for the Ranch District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	< 1	< 0.15
Conditional	1 - 2	0.15 - 0.23
Not Recommended	> 2	> 0.23

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Ranch District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Not Recommended
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Conditional
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Not Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Not Recommended
Apartments Residential	R-3-3	Not Recommended
Retail/Service	R/S	<del>Conditional</del>
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Recommended
Warehouse	W	Not Recommended

### Proposed Amendments

- Neighborhood Commercial (NC)- Conditional
- Community Commercial (CC)- Not Recommended
- Retail Services (RS)- Not Recommended

NOT RECOMMENDED

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# OLD TOWN DISTRICT

## CHARACTER

Development within the Old Town District follows the historic and regular street grid, which should be preserved while also encouraging appropriate infill development and redevelopment. Primary uses within this District are civic, specialty commercial, and residential. Significant features include I-35, the railroad, and the City Square. The Old Town District embodies the characteristics of a Rural Town Center through consistent community form, continuity, and scale. The scale of reference is a uniform Old Town block, reinforced by the regular street grid. In order to ensure smooth transitions and maintain this fabric, building height should not vary by more than two stories from the average height within any one block.

## INTENT

As the historic core of Kyle, the Old Town District must be re-established as the central community of the City. Specialized commercial activity, appropriate to the function of this historic area, should be encouraged. The form of the District should also be preserved and promoted, especially the street grid and historic building stock. Overall, this District should offer both local service commercial activities and residential uses in order to create a lively and livable

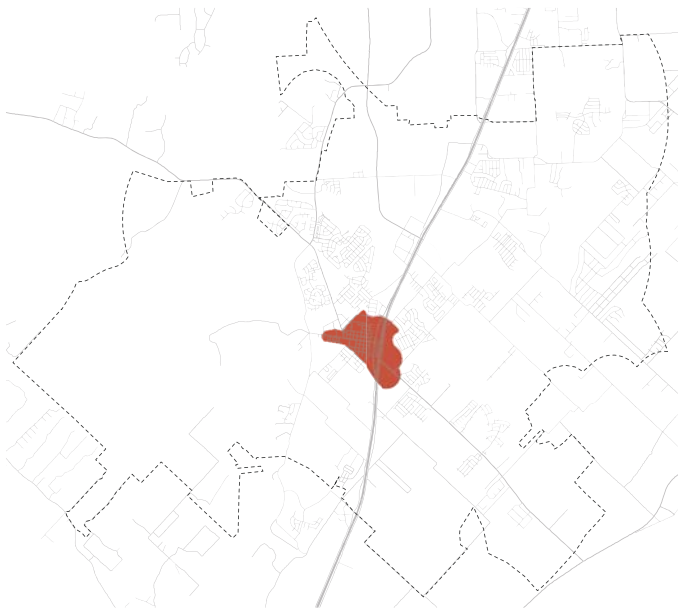


Figure 8: Old Town District Key Map.

area. In order for the Old Town District to truly function as the center of Kyle, clear access must also be provided to communities, landscapes, and nodes in order to knit the City together in a legible system. Additionally, new development in the Old Town District should span I-35, creating greater east-west connections. Uses in the Old Town District are addressed in greater detail in the Downtown Revitalization Plan element of this Comprehensive Plan document.

## JURISDICTION

Kyle's Old Town District contains the historic commercial and residential core of Kyle, which grew up around the railroad station stop. This District is generally bounded by Live Oak Street to the north and Allen Street to the south, and runs along Center Street to the west and crosses I-35 to the east. Figure 8 indicates the location of the Old Town District.



Illustrative Photograph



Illustrative Photograph

Item # 17

**AUTHORITY**

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Old Town District.
- Not Recommended: Development plan is not appropriate for the Old Town District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	4 - 12	1.0 - 1.6
Conditional	12.1 - 25	< 1.0
Not Recommended	< 4; > 25	> 1.6

**Proposed Amendment**

- Neighborhood Commercial (NC)- Conditional
- Community Commercial (CC)- Not Recommended
- Central Business District (CBD-1)- Conditional
- Central Business District (CBD-2)- Conditional
- Residential 1 (R-1-1)- Recommended
- Residential 2 (R-1-2)- Recommended
- Apartment Residential (R-3-3)- Not Recommended

**APPLICATION**

The following chart displays existing zoning categories and their applicability to the Old Town District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Not Recommended
Central Business District 1	CBD-1	<del>Recommended</del>
Central Business District 2	CBD-2	<del>Recommended</del>
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Conditional
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	<del>Not Recommended</del>
Single-family Residential 2	R-1-2	<del>Not Recommended</del>
Single-family Attached	R-1-A	Conditional
Residential Condominium	R-1-C	Conditional
Residential Townhouse	R-1-T	Recommended
Residential Two-family	R-2	Conditional
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Conditional
Apartments Residential	R-3-3	<del>Conditional</del> Not Recommended
Retail/Service	R/S	Not Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Not Recommended
Warehouse	W	Not Recommended

Conditional  
Conditional



Illustrative Photograph

land use plan

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# CORE AREA TRANSITION DISTRICT

## CHARACTER

The Core Area Transition District currently consists primarily of commercial and light industrial uses, with some residential uses. Key defining features include Old Highway 81, North Burleson Street, I-35 and frontage roads, and the railroad. This District is important as a transitional zone between largely residential areas and the commercial uses along I-35 and as a portion of Kyle that is visually significant to travelers along I-35. The character of the District should reflect its urban and transitional intentions. The land area of this District is relatively small, and there are many physical barriers, so land uses should be compact and aggregated, especially residential uses. Vertically mixed-use development models are well suited to this District, and development should be located close to roadways, with minimal front yards, to maximize available land and visibility from main roads. Adequate land use transitions should be provided to avoid conflict between different land uses (i.e. residential adjacent to industrial).

## INTENT

With its highly visible position in the middle of the City, the Core Area Transition District should be an urban environment that serves an identifying function for the

City of Kyle. By acting as an area of functional linkage for the City, the District can connect vehicular and pedestrian movement, economic centers, and visually defining elements. The built fabric should display a transition from the small-scale grid pattern of Downtown to the large plate design of the Super Regional Node. As this District develops, it should serve to create a consistent fabric that links Downtown and the Super Regional Node, encouraging the expansion and strengthening of Kyle's core. Additionally, Plum Creek passes west to east through the middle of the Core Area Transition District, and this significant natural feature should be apparent and accessible via trails and open spaces.

## JURISDICTION

The Core Area Transition District includes the land between Downtown Kyle and the Super Regional Node around the new hospital on either side of I-35. Figure 9 indicates the location of the Core Area Transition District.

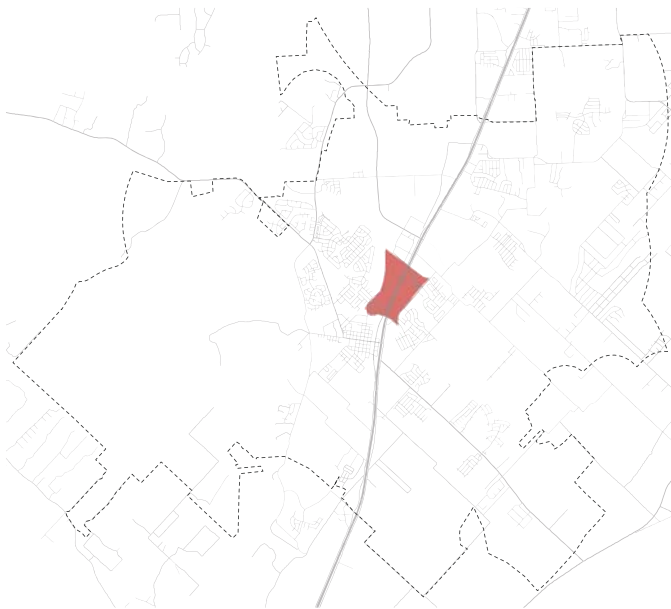


Figure 9: Core Area Transition District Key Map.



Illustrative Photograph



Illustrative Photograph



## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Core Area Transition District.
- Not Recommended: Development plan is not appropriate for the Core Area Transition District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	15 - 25	1.2 - 3.2
Conditional	4 - 14.9; > 25	< 1.2
Not Recommended	< 4	> 3.2

### Proposed Amendments

- Neighborhood Commercial (NC)- Recommended
- Community Commercial (CC)- Recommended
- Retail Services (RS)- Conditional
- Single Family Residential 1 (R-1-1)- Conditional
- Single Family Residential 2 (R-1-2)- Conditional

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Core Area Transition District.

Zoning Category	Abbreviation	Use Qualification	
Agricultural District	A	Not Recommended	
Central Business District 1	CBD-1	Recommended	
Central Business District 2	CBD-2	Recommended	
Construction/Manufacturing	C/M	Not Recommended	
Entertainment	E	Conditional	
Hospital Services	HS	Conditional	
Manufactured Home	M-1	Not Recommended	
Manufactured Home Subdivision	M-2	Not Recommended	
Manufactured Home Park	M-3	Not Recommended	
Single-family Residential 1	R-1-1	<del>Not Recommended</del>	Conditional
Single-family Residential 2	R-1-2	<del>Not Recommended</del>	Conditional
Single-family Attached	R-1-A	Conditional	
Residential Condominium	R-1-C	Recommended	
Residential Townhouse	R-1-T	Recommended	
Residential Two-family	R-2	Not Recommended	
Multi-family Residential 1	R-3-1	Not Recommended	
Multi-family Residential 2	R-3-2	Recommended	
Apartments Residential	R-3-3	Recommended	
Retail/Service	R/S	<del>Not Recommended</del>	Conditional
Recreational Vehicle Park	RV	Not Recommended	
Transportation/Utilities	T/U	Not Recommended	
Urban Estate District	UE	Not Recommended	
Warehouse	W	Not Recommended	

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# HISTORIC CORE AREA TRANSITION DISTRICT

## CHARACTER

The Historic Core Area Transition serves as a transition between the regular gridded development pattern that characterizes Downtown and the more rural patterns to the south and west, as well as newer development to the north. Significant features of this District include the intersection of Old Stagecoach Road and Center Street and the Gregg-Clarke Park. This District is a “middle landscape” of historic residential forms that transition to more rural residential forms. The District should embody the historic character of existing uses while anticipating appropriate expansion of Old Town. Development in the Historic Core Area Transition District has historically been on a small, lot-by-lot basis, rather than on a larger, project-by-project basis. Because of this, the street serves as the organizing feature of the District. Therefore, as new development extends into the District from the Old Town District, care should be taken to ensure that the historic street pattern is preserved.

## INTENT

The purpose of the Historic Core Area Transition District is to accommodate the growth of residential and neighborhood commercial uses around the Old Town District, while preserving the historic rural fabric. The core of Kyle should

be allowed to expand into this area as population growth increases in order to strengthen the core of the City. Land use transitions are critical in this District, and the shift from township to rural landscape should be maintained. This can be accomplished by transition in the built form and function from commercial uses to residential uses and finally to rural agricultural residential uses and by establishing transitions in density, decreasing outwardly from the Old Town District. Public spaces in this District should be used to preserve the character of ranch heritage, where appropriate.

## JURISDICTION

The Historic Core Area Transition District wraps around the Old Town District to the north, west, and south, and includes mostly residential uses. Figure 10 indicates the location of the Historic Core Area Transition District.

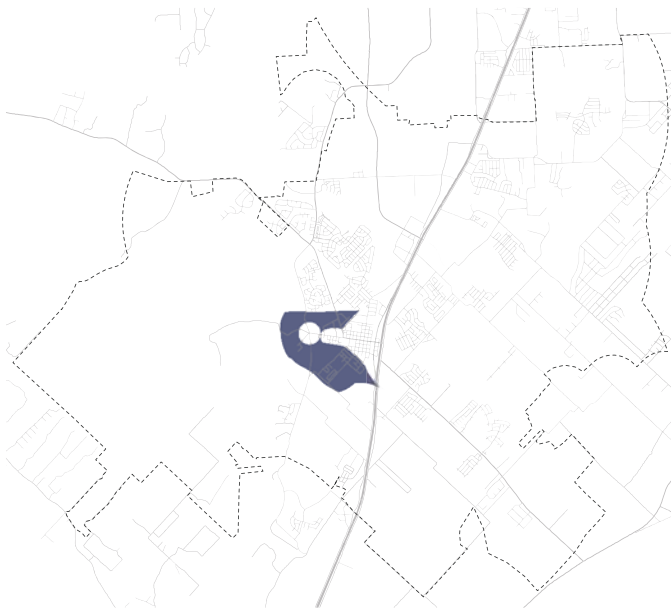


Figure 10: Historic Core Area Transition District Key Map.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Historic Core Area Transition District.
- Not Recommended: Development plan is not appropriate for the Historic Core Area Transition District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	4 - 6	0.15 - 0.2
Conditional	< 4; 6.1 - 18	0.2 - 0.3
Not Recommended	> 18	> 0.3

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Historic Core Area Transition District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Conditional
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Not Recommended
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Recommended
Single-family Residential 2	R-1-2	Recommended
Single-family Attached	R-1-A	Conditional
Residential Condominium	R-1-C	Not Recommended
Residential Townhouse	R-1-T	Recommended
Residential Two-family	R-2	Conditional
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Not Recommended
Apartments Residential	R-3-3	Not Recommended
Retail/Service	R/S	<del>Conditional</del>
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Conditional
Warehouse	W	Not Recommended

### Proposed Amendments

- Neighborhood Commercial (NC)- Conditional
- Community Commercial (CC)- Not Recommended
- Retail Services (RS)- Not Recommended

Not Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# MID-TOWN DISTRICT

## CHARACTER

The Mid-Town District contains sites of recent residential development in Kyle. The residential uses in this District are organized around curvilinear streets, rather than the regular, rectilinear grid that characterizes the Old Town District. The Plum Creek waterway flows through and adjacent to the Mid-Town District, offering opportunities for recreation and environmental conservation. This District has a neighborhood-oriented form built around shared spaces such as streets, yards, porches and common areas. Neighborhood legibility and continuity is enhanced through these shared spaces. Distinctive landscape forms, including creekways, vistas, and rolling hills, give identity to this District and should be preserved, protected, and incorporated into development plans.

## INTENT

The purpose of the Mid-Town District is to maximize the value capture of new residential development in Kyle. This District enjoys unusual proximity to amenities, such as open space, Downtown, commercial nodes, and transit options. The area is therefore well-positioned to define an economic and lifestyle pattern that is unique to Kyle. New development should accommodate mid- to high-density residential uses

within the unique landscape forms that are present in the District. Legibility of neighborhood identity, definition, and transportation should be improved within the Mid-Town District through such elements as trails, sidewalks, signage, and interconnected shared spaces.

## JURISDICTION

The Mid-Town District in Kyle is located to the east and west of the Core Area Transition District. Figure 11 indicates the location of the Mid-Town District.

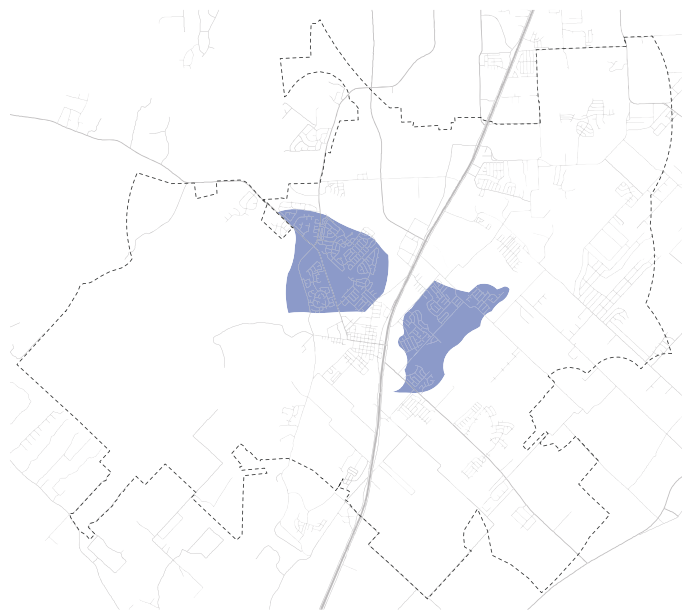


Figure 11: Mid-Town District Key Map.



Illustrative Photograph



Illustrative Photograph



## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Mid-Town District.
- Not Recommended: Development plan is not appropriate for the Mid-Town District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	4 - 6	0.15 - 0.2
Conditional	6.1 - 15	0.2 - 0.3
Not Recommended	< 4; > 15	> 0.3

### Proposed Amendments

- Neighborhood Commercial (NC)- Conditional
- Community Commercial (CC)- Conditional
- Retail Services (RS)- Not Recommended
- Single-family Residential (R-1-1)- Recommended

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Mid-Town District.

Zoning Category	Abbreviation	Use Qualification	
Agricultural District	A	Not Recommended	
Central Business District 1	CBD-1	Not Recommended	
Central Business District 2	CBD-2	Not Recommended	
Construction/Manufacturing	C/M	Not Recommended	
Entertainment	E	Conditional	
Hospital Services	HS	Not Recommended	
Manufactured Home	M-1	Not Recommended	
Manufactured Home Subdivision	M-2	Not Recommended	
Manufactured Home Park	M-3	Not Recommended	
Single-family Residential 1	R-1-1	<del>Conditional</del>	Recommended
Single-family Residential 2	R-1-2	Recommended	
Single-family Attached	R-1-A	Conditional	
Residential Condominium	R-1-C	Not Recommended	
Residential Townhouse	R-1-T	Conditional	
Residential Two-family	R-2	Recommended	
Multi-family Residential 1	R-3-1	Conditional	
Multi-family Residential 2	R-3-2	Conditional	
Apartments Residential	R-3-3	Not Recommended	
Retail/Service	R/S	<del>Conditional</del>	Not Recommended
Recreational Vehicle Park	RV	Not Recommended	
Transportation/Utilities	T/U	Not Recommended	
Urban Estate District	UE	Not Recommended	
Warehouse	W	Not Recommended	

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# NEW SETTLEMENT DISTRICT

## CHARACTER

Stretching over both Plum Creek and I-35, the New Settlement District is comprised primarily of farm fields and new residential developments that are being carved out of former farm fields. Northwest to southeast roadway patterns are strong, while northeast to southwest connections are lacking. Traditional residential enclaves predominate in the New Settlement District, aggregated in neighborhoods of unique housing forms. Private and public spaces are clearly separate, with the public domain defined by shared neighborhood amenities and the private domain defined by privatized landscapes. Public space is not encroached on by private functions. The New Settlement District has a lower density and intensity of development than the adjacent Mid-Town District, and the open character of the landscape should evoke the agricultural heritage of the District. Physical and visual portioning and division of land should be avoided where possible in this District.

## INTENT

The flat land and large parcel size in the New Settlement District result in a high level of development potential, which is beginning to be realized through market-driven demand for new housing stock. The City of Kyle should

seek to capitalize on this “developability,” while emphasizing community amenities, enhancing the neighborhood lifestyle through shared spaces, and improving connectivity within and without the District. The unique water features, such as creekways and detention/retention facilities, in the New Settlement District should be utilized as form-giving elements and corridors for connections. Use patterns should be established that complement residential development and facilitate beneficial land use transitions. In this way, the New Settlement District should serve as a transition between the higher intensity of use within the core Districts and the low intensity of use of the Farm District.

## JURISDICTION

The New Settlement District is located in the eastern and southern portions of Kyle. Figure 12 indicates the location of the New Settlement District.

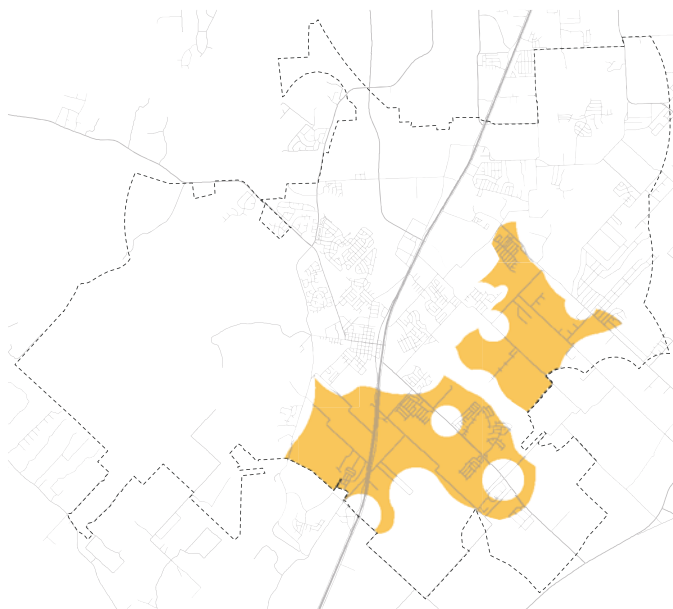


Figure 12: New Settlement District Key Map.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the New Settlement District.
- Not Recommended: Development plan is not appropriate for the New Settlement District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	4 - 6	0.15 - 0.2
Conditional	< 4; 6.1 - 15	0.2 - 0.3
Not Recommended	> 15	> 0.3

### Proposed Amendments

- Neighborhood Commercial (NC)- Recommended
- Community Commercial (CC)- Conditional
- Apartments Residential (R-3-3)-Conditional
- Manufactured Home Subdivision (M-2)- Conditional
- Manufactured Home Park (M-3)- Conditional
- Retail Services (RS)- Not Recommended

## APPLICATION

The following chart displays existing zoning categories and their applicability to the New Settlement District.

Zoning Category	Abbreviation	Use Qualification	
Agricultural District	A	Conditional	
Central Business District 1	CBD-1	Not Recommended	
Central Business District 2	CBD-2	Not Recommended	
Construction/Manufacturing	C/M	Not Recommended	
Entertainment	E	Conditional	
Hospital Services	HS	Conditional	
Manufactured Home	M-1	Not Recommended	
Manufactured Home Subdivision	M-2	<del>Not Recommended</del>	Conditional
Manufactured Home Park	M-3	<del>Not Recommended</del>	Conditional
Single-family Residential 1	R-1-1	Recommended	
Single-family Residential 2	R-1-2	Recommended	
Single-family Attached	R-1-A	Conditional	
Residential Condominium	R-1-C	Not Recommended	
Residential Townhouse	R-1-T	Conditional	
Residential Two-family	R-2	Conditional	
Multi-family Residential 1	R-3-1	Conditional	
Multi-family Residential 2	R-3-2	Conditional	
Apartments Residential	R-3-3	<del>Not Recommended</del>	Conditional
Retail/Service	R/S	Conditional	
Recreational Vehicle Park	RV	Not Recommended	
Transportation/Utilities	T/U	Conditional	
Urban Estate District	UE	Conditional	
Warehouse	W	Not Recommended	

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# NEW TOWN DISTRICT

## CHARACTER

Currently consisting primarily of residential uses, open fields, some commercial uses along I-35, and the City's new Performing Arts Center, the New Town District will likely experience significant development pressures in the near future. This District straddles both I-35 and FM 1626, and growth from Austin and Buda is spreading south along these roadways. This District should be livable, comfortable, and convenient for all residents of Kyle and the surrounding region. Elements of form and design are critical to ensuring transitions between neighboring uses.

## INTENT

The New Town District is designed to contain a horizontal mix of land uses that should be integrated across the area to express a cohesive community form. Many differing uses are encouraged throughout the District, but are distributed in autonomous land parcels instead of vertically aggregated in fewer land parcels. Horizontal mixed uses provide a transition to integrate the community form of New Town with surrounding communities, landscapes, and nodes. The purpose of the New Town District is to harness economic development potential and establish its position as the sustainable center of surrounding growth. This District

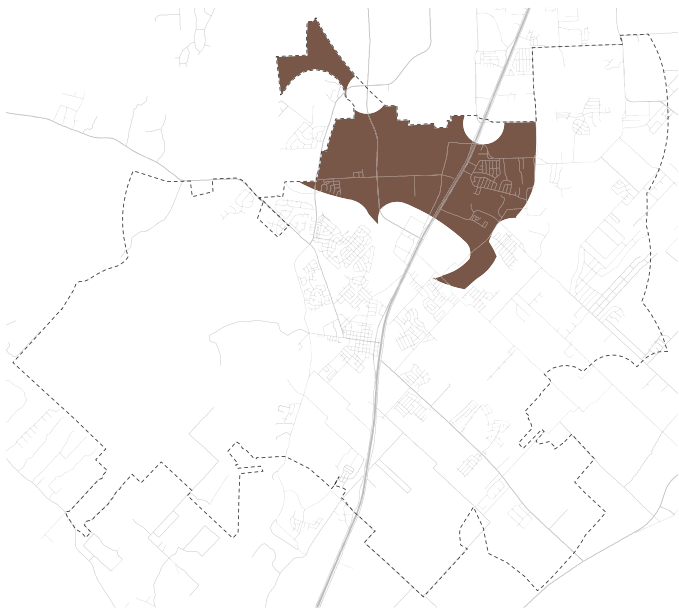


Figure 13: New Town District Key Map.

should provide economic support to Kyle based on locational advantages gained by access to growth advancing from south Austin and nodal developments on the northern side of Kyle. Mixed-use development should be encouraged, not only permitted, to maximize economic development. This can be achieved by aggregating appropriate densities in order to support a mixture of uses. Development patterns and employment opportunities should be created in the New Town District that do not conflict with the surrounding community fabric. Public spaces in this District should be used to preserve the character of ranch heritage, where appropriate.

## JURISDICTION

The New Town District is in the northern portion of Kyle, on both the east and west sides of I-35. The most prominent features of this District are I-35, FM 1626, and Kohler's Crossing. Figure 13 indicates the location of the New Town District.



Illustrative Photograph



Illustrative Photograph

Item # 17



## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the New Town District.
- Not Recommended: Development plan is not appropriate for the New Town District.

	Residential (dwelling units/acre)	Non-Residential Single Use (Floor to Area Ratio)	Non-Residential Mixed Use (Floor to Area Ratio)
Preferred	4 - 6	0.2 - 0.4	0.3 - 1.0
Conditional	2 - 4; > 6	0.4 - 0.6	1.0 - 3.0
Not Recommended	< 2	< 0.2; > 0.6	< 0.3; > 3.0

### Proposed Amendment

-Neighborhood Commercial (NC)- Recommended  
 - Community Commercial (CC)-Recommended  
 - Recreational Vehicle (RV)- Conditional

## APPLICATION

The following chart displays existing zoning categories and their applicability to the New Town District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Conditional
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Conditional
Entertainment	E	Conditional
Hospital Services	HS	Conditional
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Recommended
Single-family Residential 2	R-1-2	Recommended
Single-family Attached	R-1-A	Conditional
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Recommended
Residential Two-family	R-2	Recommended
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Conditional
Recreational Vehicle Park	RV	<del>Not Recommended</del> Conditional
Transportation/Utilities	T/U	Conditional
Urban Estate District	UE	Conditional
Warehouse	W	Conditional

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# EMPLOYMENT DISTRICT

## CHARACTER

The Employment District should integrate a mixture of employment-oriented uses and housing through public spaces to preserve its rural agricultural landscape heritage. In this way, the District will attain the character of a “Garden City,” in which a robust public domain knits together open spaces and employment zones in a live-work environment. This area of Kyle has received relative little development pressure to date, but this is likely to change due to the District’s proximity to SH 45 and southern Austin expansion. Kyle must be prepared to guide and direct development to create the live-work character designed for the Employment District.

## INTENT

Close to I-35 and generally well-served by east-west roads (Windy Hill Road/County Road 131) and north-south roads (FM 2001), the Employment District is well suited to accommodate commercial and industrial uses that will yield both employment and tax revenue for the City of Kyle. The intention of this District is to create an economically stable location for employment opportunities that are sufficient to serve the population of Kyle in 2040. Opportunities should be provided for a range of housing options in close

proximity to employment centers, thereby reducing peak travel demand and creating affordable housing solutions. The District should be designed to capture regional employment-oriented development opportunities associated with growth toward Hwy 21, SH 45, and SH 130. These employment opportunities must transition to the surrounding residential land uses, both within and without the District, in order to prevent conflict with the surrounding community fabric. Agricultural heritage should be preserved where appropriate in public spaces and referenced in site design and landscape forms.

## JURISDICTION

The Employment District is located in the northeastern corner of Kyle, where it will be easily accessible to growth pressures and development from Buda and Austin to the north. Figure 14 indicates the location of the Employment District.

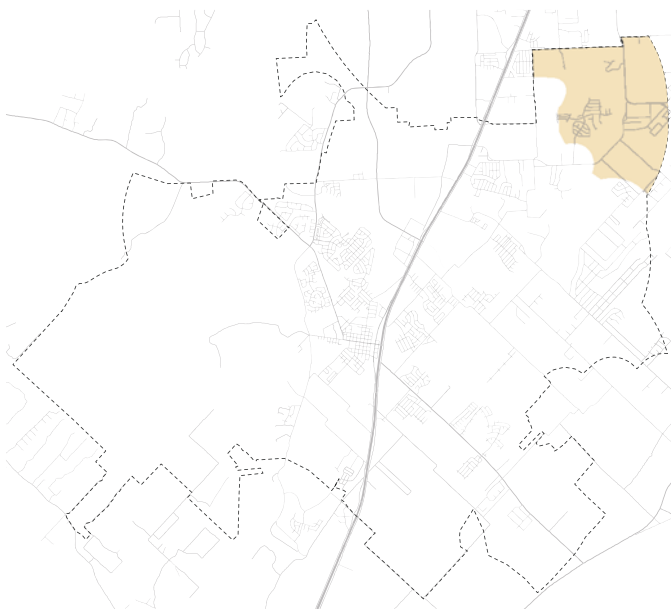


Figure 14: Employment District Key Map.



Illustrative Photograph



Illustrative Photograph

Item # 17

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Employment District.
- Not Recommended: Development plan is not appropriate for the Employment District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	6 - 12	0.2 - 0.35
Conditional	< 6	0.35 - 3.2
Not Recommended	> 12	< 0.2; > 3.2

### Proposed Amendments

- Neighborhood Commercial (NC)- Recommended
- Community Commercial (CC)- Recommended
- Hospital Services (HS)- Conditional
- Entertainment (E)- Conditional

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Employment District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Recommended
Entertainment	E	<del>Not Recommended</del> Conditional
Hospital Services	HS	<del>Not Recommended</del> Conditional
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Conditional
Manufactured Home Park	M-3	Conditional
Single-family Residential 1	R-1-1	Conditional
Single-family Residential 2	R-1-2	Recommended
Single-family Attached	R-1-A	Recommended
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Recommended
Residential Two-family	R-2	Recommended
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Conditional
Recreational Vehicle Park	RV	Conditional
Transportation/Utilities	T/U	Conditional
Urban Estate District	UE	Conditional
Warehouse	W	Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.

# SENSITIVE/SUSTAINABLE DEVELOPMENT DISTRICT

## CHARACTER

Although the Sensitive/Sustainable Development District is currently lacking in roadway connections and therefore somewhat isolated from the rest of Kyle, the southern-most parcel of this District is likely to experience growth and development pressures from San Marcos to the south, while the other parcel is likely to experience pressures extending from the Old Town, Historic Core Area Transition, and Mid-Town Districts. The Sensitive/Sustainable Development District should be characterized primarily by Low-Impact Development. To this end, development and built forms must minimize visual intrusion into the landscape, as well as environmental impact. Natural landscape elements should be incorporated into site design and shared/common spaces. Cluster development, conservation subdivisions, and LEED-certified building standards are ideal and should be encouraged in this District. These types of development will preserve natural features and amenities while still absorbing an appropriate amount of development pressure.

## INTENT

The purpose of the Sensitive/Sustainable Development District is to manage and direct growth toward forms of development that recognize the inherent natural systems and

preserve the existing environmental assets. Suitably scaled retail and commercial opportunities should be encouraged for the provision of goods and services to residents. Development should be directed toward unique, creative, and site-specific forms that will protect the natural landscapes and create a beneficial community for local residents, and low impact development practices should be encouraged. Although a broad range of uses could be manifested in this District, most of the uses are conditional, affording the City opportunity to enforce sustainable development practices.

## JURISDICTION

The Sensitive/Sustainable Development District is found in two parcels, both in the western and southwestern areas of Kyle. One parcel is located roughly between Old Stagecoach Road and the Blanco River and contains farm fields, ranch lands, and some single family residential development. The second parcel is located along the southern boundary of Kyle's ETJ, directly adjacent to San Marcos. This parcel currently contains significant tree cover, some agricultural fields, and a very small amount of single family residential uses. Figure 15 indicates the location of the Sensitive/Sustainable Development District.

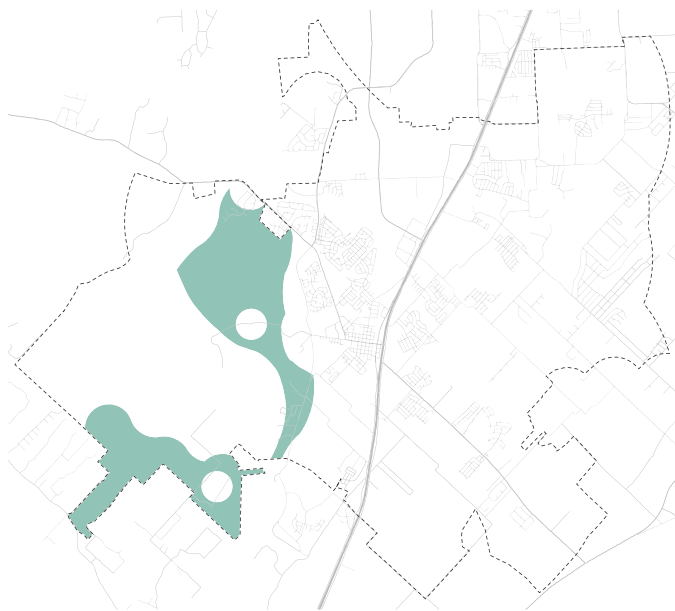


Figure 15: Sensitive/Sustainable Development District Key Map.



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Sensitive/Sustainable Development District.
- Not Recommended: Development plan is not appropriate for the Sensitive/Sustainable Development District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	< 1	< 0.2
Conditional	1 - 6	0.2 - 0.3
Not Recommended	> 6	> 0.3

### Proposed Amendments

- Neighborhood Commercial (NC)- Recommended
- Community Commercial (CC)- Not Recommended
- Construction Manufacturing (CM)- Not Recommended
- Retail Services (RS)- Not Recommended
- Warehouse (W)- Not Recommended
- Entertainment (E)- Not Recommended

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Sensitive/Sustainable Development District.

Zoning Category	Abbreviation	Use Qualification	
Agricultural District	A	Recommended	
Central Business District 1	CBD-1	Not Recommended	
Central Business District 2	CBD-2	Not Recommended	
Construction/Manufacturing	C/M	<del>Conditional</del>	Not Recommended
Entertainment	E	<del>Conditional</del>	Not Recommended
Hospital Services	HS	Not Recommended	
Manufactured Home	M-1	Not Recommended	
Manufactured Home Subdivision	M-2	Not Recommended	
Manufactured Home Park	M-3	Not Recommended	
Single-family Residential 1	R-1-1	Conditional	
Single-family Residential 2	R-1-2	Not Recommended	
Single-family Attached	R-1-A	Conditional	
Residential Condominium	R-1-C	Not Recommended	
Residential Townhouse	R-1-T	Conditional	
Residential Two-family	R-2	Conditional	
Multi-family Residential 1	R-3-1	Not Recommended	
Multi-family Residential 2	R-3-2	Not Recommended	
Apartments Residential	R-3-3	Not Recommended	
Retail/Service	R/S	<del>Conditional</del>	Not Recommended
Recreational Vehicle Park	RV	Not Recommended	
Transportation/Utilities	T/U	Conditional	
Urban Estate District	UE	Recommended	
Warehouse	W	<del>Conditional</del>	Not Recommended

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# HERITAGE DISTRICT

## CHARACTER

The Heritage District is characterized by rolling hills with significant surface water features. Key features of the District include a reservoir and Andrews Branch, a tributary of Plum Creek that winds from north to south through the area. Cultural and natural landscapes should be preserved and natural drainage ways are appropriate for public spaces and trails. Current residential patterns encourage community cohesion through narrow lots and an open ground plane, and also reflect complex ownership history. This unique characteristic of cultural norms should be preserved within the Heritage District. Connections should be made through roads, trails, and service provision so that this District is included more fully within the City of Kyle.

## INTENT

The purpose of the Heritage District is to encourage future growth and development while preserving the cultural history of this District. To this end, contextually sensitive growth management should be implemented, so as to not displace existing built fabric and cultural patterns, while still managing growth precipitated by proximity to main roadway corridors. Policies should be created to address the inevitable issue of non-conformance that existing patterns of development will

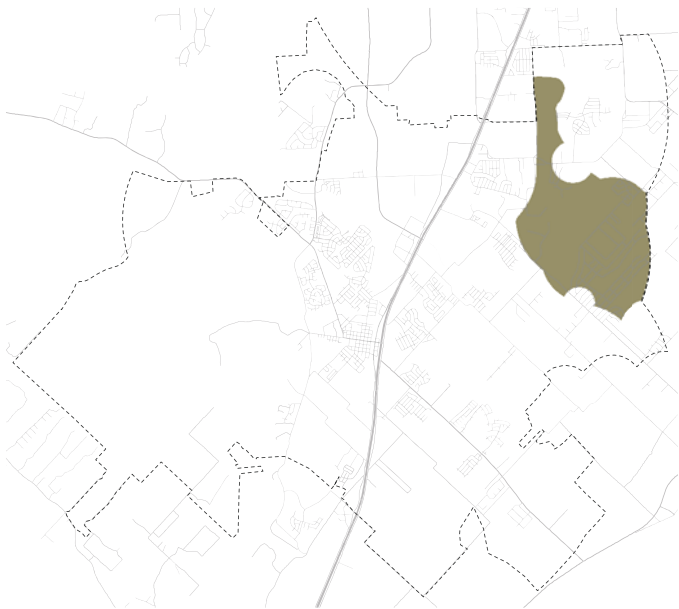


Figure 16: Heritage District Key Map.

face with regard to City codes. Additionally, land use issues related to unique systems of property ownership should be resolved to allow new development to comfortably co-exist with existing development. Although a broad range of uses could be manifested in this District, most of these uses are conditional, affording opportunity to the City for enforcement of sustainable development practices. As the Heritage District does not currently benefit from many City services, a strategy should be established for the provision of services in this area.

## JURISDICTION

The Heritage District is located in the northeastern area of Kyle, south of the Employment District, east of the New Town District, and north of the New Settlement District. This District is served primarily by Bebee Road and Goforth Road. Figure 16 indicates the location of the Heritage District.



Illustrative Photograph



Illustrative Photograph

## AUTHORITY

The following chart defines the appropriateness of various density ranges (residential and non-residential) by tying density to the development approval process. The three levels of development approval are:

- Preferred: No conditions required for approval.
- Conditional: Review by City staff required. Design improvements shall be made to ensure compliance with intent and character objectives of the Heritage District.
- Not Recommended: Development plan is not appropriate for the Heritage District.

	Residential (dwelling units/acre)	Non-Residential (Floor to Area Ratio)
Preferred	< 1	< 0.2
Conditional	1 - 6	0.2 - 0.3
Not Recommended	> 6	> 0.3

## APPLICATION

The following chart displays existing zoning categories and their applicability to the Heritage District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Conditional
Entertainment	E	Conditional
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Conditional
Manufactured Home Park	M-3	Conditional
Single-family Residential 1	R-1-1	Recommended
Single-family Residential 2	R-1-2	Recommended
Single-family Attached	R-1-A	Conditional
Residential Condominium	R-1-C	Not Recommended
Residential Townhouse	R-1-T	Conditional
Residential Two-family	R-2	Conditional
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Not Recommended
Apartments Residential	R-3-3	Not Recommended
Retail/Service	R/S	Conditional
Recreational Vehicle Park	RV	Conditional
Transportation/Utilities	T/U	Conditional
Urban Estate District	UE	Recommended
Warehouse	W	Conditional

### Proposed Amendments

- Neighborhood Commercial (NC)-Recommended
- Community Commercial (CC)-Conditional

When development falls within the Corridor Condition, those uses approved for this District are conditional upon satisfactory implementation of design standards as conveyed in the Urban Design Plan.



# CITY OF KYLE, TEXAS

## Proposed Land Use Map Revision

Meeting Date: 4/2/2013  
Date time: 7:00 PM

**Subject/Recommendation:**

*(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE COMPREHENSIVE MASTER PLAN-FUTURE LAND USE PLAN TO INCLUDE A REGIONAL NODE AT THE INTERSECTION OF CENTER STREET AND I-35 (BOUNDED ON THE NORTH BY GOFORTH ROAD, ON THE SOUTH JUST SOUTH OF FM 150, ON THE EAST ON LEHMAN ROAD, AND ON THE WEST BY THE UNION PACIFIC RAILROAD TRACKS) AND AS DEPICTED IN EXHIBIT A; PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTER ~ *Sofia Nelson, Director of Planning*

*Planning and Zoning voted 4-1 to approve the proposed land use map revision.*

- Public Hearing

**Other Information:**

Please see attachments.

**Budget Information:**

N/A

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Attachments / click to download

[Map](#)

[Ordinance](#)

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE COMPREHENSIVE MASTER PLAN- FUTURE LAND USE PLAN TO INCLUDE A REIONAL NODE AT THE INTERSECTION OF CENTER STREET AND I-35(BOUNDED ON THE NORTH BY GOFORTH ROAD, ON THE SOUTH JUST SOUTH OF FM 150, ON THE EAST ON LEHMAN ROAD, AND ON THE WEST BY THE UNION PACIFIC RAILROAD TRACKS) AND AS DEPICTED IN EXIHIBT A; PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS**

**WHEREAS**, it is necessary and reasonable for the City of Kyle, Texas, a Texas home rule municipality, (herein the “City”) to provide for, modify and amend a Comprehensive Plan for the City in accordance with Chapters 211 and 213 of the Texas Local Government Code and the City Charter;

**WHEREAS**, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

**WHEREAS**, the City desires to facilitate the lessening of congestion in the streets; the securing of its citizens and visitors from fire, panic and other dangers; the promotion of the general health and welfare; the provision of adequate light and air, the prevention of the overcrowding of property and undue concentration of populations; and the adequate provision of transportation, water, sewers, schools, parks and other public requirements;

**WHEREAS**, the Planning and Zoning Commission, after conducting public hearings, recommended amendment of the Comprehensive Plan; and,

**WHEREAS**, after review, inquiry and the opportunity for the public to given testimony and present written evidence at public hearings and after review by the Planning and Zoning Commission, the City Council has found the amendment of the Comprehensive Plan hereinafter set forth and listed in this ordinance is reasonable and necessary for the public health, safety, morals and welfare.

**NOW, THEREFORE, BE IT ORDAINED 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. Comprehensive Plan.** Having held a public hearing and after receiving a recommendation from the Planning and Zoning Commission, the City Council hereby adopts and approves the amendment to the Comprehensive Plan- Future Land Use Plan. The Comprehensive Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may amend the Comprehensive Plan in the discretion of the



City Council to plan for the changing plans of the City.

**Section 3. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 5. Open Meetings.** 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, Tex. Gov't. Code.*

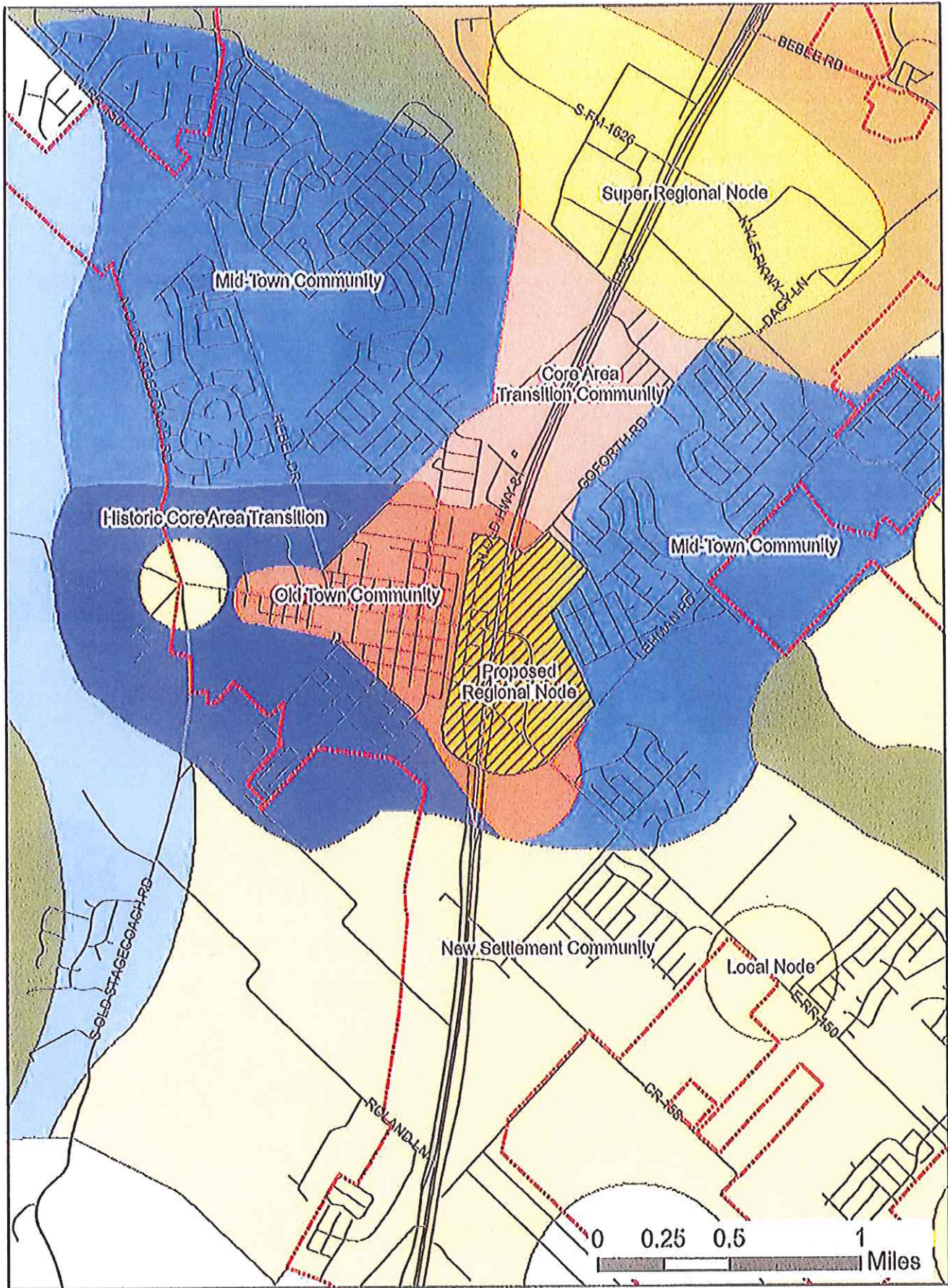
**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

**THE CITY OF KYLE,  
TEXAS**

\_\_\_\_\_  
Amelia Sanchez, City Secretary

\_\_\_\_\_  
Lucy Johnson, Mayor



Item # 18



# CITY OF KYLE, TEXAS

Meeting Date: 4/2/2013  
Date time: 7:00 PM

## Proposed Tree Ordinance

**Subject/Recommendation:** *(First Reading)* AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING CHAPTER 53, ZONING ARTICLE V- LANDSCAPING AND SCREENING REQUIREMENTS TO AMEND AND ESTABLISH SECTION 53-995 TREE ORDINANCE; AUTHORIZING THE CITY SECRETARY TO AMEND ORDINANCE 438 OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION DATE; PROVIDING FOR SEVERABILITY; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED AS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Sofia Nelson, Director of Planning*

*The Planning and Zoning Commission voted 5-0 to approve the ordinance on March 26th meeting.*

- Public Hearing

**Other Information:** Please see attachments.

**Budget Information:** N/A

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

**Attachments / click to download**

- [Citizen Comments](#)
- [Proposed Tree Ordinance](#)
- [ordinance](#)
- [exhibit a](#)



## Section 53-995 TREE ORDINANCE

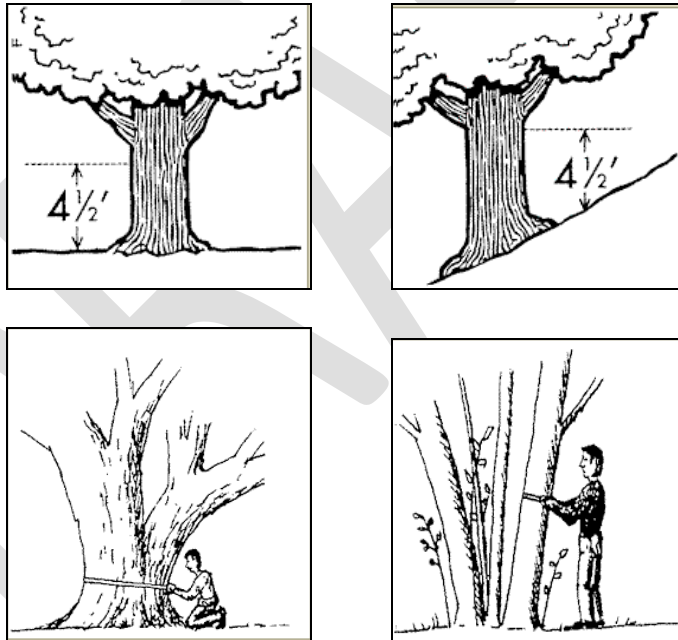
### (a) Purpose.

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:

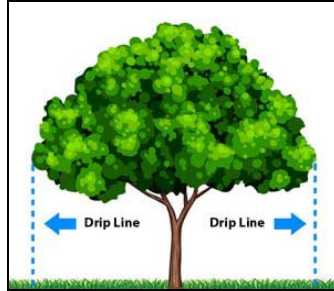
- (1) Circumference –Is measured 4 ½ feet from the ground's level surface or directly below the first branches, whichever is lower.



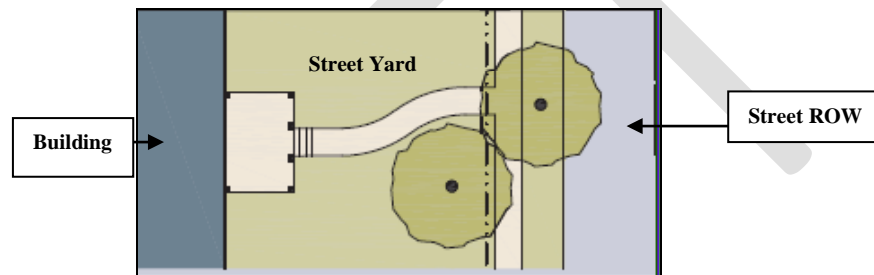
*For multiple trunk trees, the circumference is deemed to equal the circumference of the largest trunk plus half the circumference of each additional trunk. For example, a tree that has three trunks with circumferences of 22", 18", and 12" you would have a circumference of 37" ( 22" + (1/2 x 18") + (1/2 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 # 19

## 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](mailto: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](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 # 19

## 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](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)<<mailto:pjohnson@tfs.tamu.edu>>

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

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

[jldileo@yahoo.com](mailto:jldileo@yahoo.com)<<mailto:jldileo@yahoo.com>>,  
[mpchristie46@yahoo.com](mailto:mpchristie46@yahoo.com)<<mailto:mpchristie46@yahoo.com>>,  
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[cicelyckay@gmail.com](mailto:cicelyckay@gmail.com)<<mailto:cicelyckay@gmail.com>>  
Cc: Debbie Guerra <[dguerra@cityofkyle.com](mailto: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 # 19



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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING CHAPTER 53, ZONING ARTICLE V- LANDSCAPING AND SCREENING REQUIREMENTS TO AMEND AND ESTABLISH SECTION 53-995 TREE ORDINANCE; AUTHORIZING THE CITY SECRETARY TO AMEND ORDINANCE 438 OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION DATE; PROVIDING FOR SEVERABILITY; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED AS 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.** Authority. This Ordinance is adopted pursuant to the police powers of the City of Kyle and under the authority of the City Charter of the City, and the Constitution and general laws of the State of Texas, including particularly Chapter 211, Tex. Loc. Gov't. Code

**Section 2.** Amendment of Chapter 53, Article V. The City of Kyle Zoning Ordinance is hereby modified and amended to amend and establish a tree ordinance which establishes requirements for clearing of natural vegetation, removal/mitigation of trees, exceptions to mitigation and permits, tree protection standards on construction sites, incentives for retaining trees, and penalties for not adhering to the ordinance as established in Exhibit A.

**Section 3.** In codifying the changes authorized by this ordinance, paragraphs, sections and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the City of Kyle Code.

**Section 4.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

**Section 5.** This ordinance will take effect after its passage, approval and adoption on second reading.

**PASSED AND APPROVED** on First Reading this \_\_\_ day of \_\_\_\_\_, 2013.

**FINALLY PASSED AND APPROVED** on this \_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Amelia Sanchez, City Secretary

\_\_\_\_\_  
Lucy Johnson, Mayor

## EXHIBIT A- Section 53-995 TREE ORDINANCE

### (a) Purpose.

The purpose of this Article is to conserve, protect and enhance existing trees and natural landscape that are healthy and contribute to a safe and livable community. It is recognized that the preservation of existing trees contributes to the overall quality of life and environment of the City. Trees play a vital role in water and air quality. They protect the health of aquifers and creek watersheds, function in storm water management as well as erosion and dust control, abatement of noise, provision of wildlife habitat and enhancement of property values. This section establishes requirements for the following:

- Clearing of natural vegetation
- Removal/mitigation of trees
- Exception to mitigation/permits
- Tree protection standards on construction sites
- Incentives for retaining trees
- Penalties

### (b) Applicability.

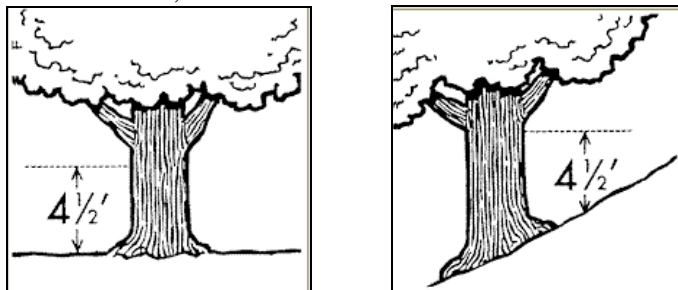
The provisions of this section are applicable to the following:

- All new residential and nonresidential development within the City.
- 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)

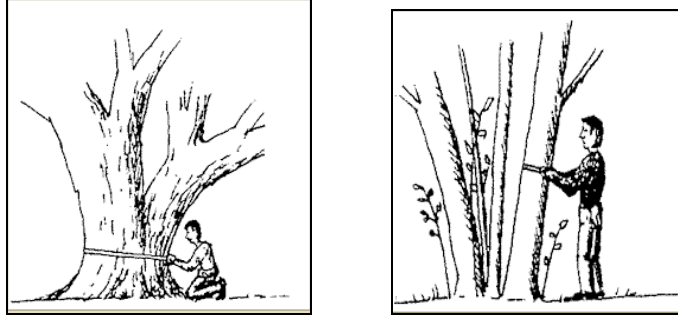
### (c) Definitions.

For the purposes of this code, the following definitions will be used:

- (1) Caliper- shall mean the American Association of Nursemeymen 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 smaller, and twelve (12) inches above the root ball for larger sizes.
- (2) Circumference –Is measured 4 ½ feet from the ground's level surface or directly below the first branches, whichever is lower.

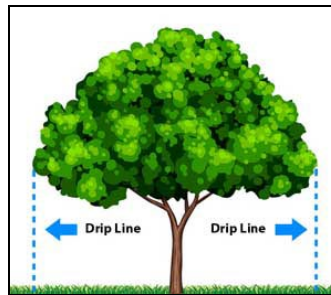


\* If the tree is on a slope, measure from the high side of the slope

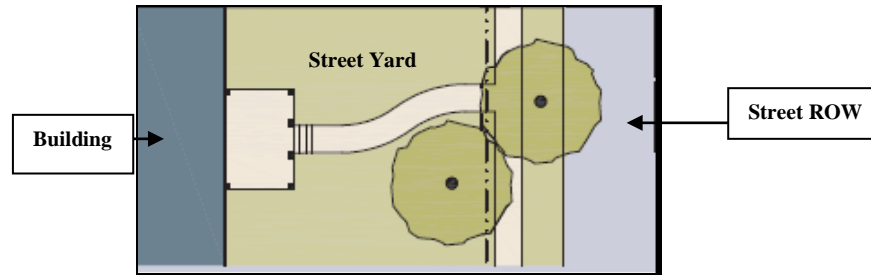


For multiple trunk trees, the circumference is deemed to equal the circumference of the largest trunk plus half the circumference of each additional trunk. For example, a tree that has three trunks with circumferences of 22", 18", and 12" you would have a circumference of 37 "( 22" + (1/2 x 18") + (1/2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

- (3) Clearing – means the act of cutting down, removing all or a substantial part of, or damaging a tree or other vegetation that will cause the tree to decline and/or die (which includes but is not limited to chemical, physical, compaction or grading damage).
- (4) Critical Root Zone- The root protection zone is an area with a radius of one-half foot for each inch of trunk measured four and one-half feet above the ground, or if branching occurs at four and one-half feet, the diameter is measured at the point where the smallest diameter closest to the branching occurs. The zone need not be exactly centered around the tree or circular in shape, but it should be positioned so that no disturbance occurs closer to the tree than one-half of the radius of the zone or within five feet of the tree, whichever is more.
- (5) Drip Line- A vertical line extending from the outermost portion of the tree canopy to the ground.



- (6) Protected Tree- Trees with a circumference of twenty-eight (28) inch or greater
- (7) Public Tree- All trees partially or completely resting on public property.
- (8) Removal of Tree – means an act that causes or may be reasonably expected to cause a tree to die, including, but not limited to: uprooting, severing the main trunk, damaging the root system by machinery, storage of materials or soil compaction; substantially changing the natural grade above the root system or around the trunk; paving with concrete, asphalt, or other impervious materials in a manner which may reasonably be expected to kill the tree
- (9) Specimen Tree- Trees with a circumference of seventy-five (75) inch or greater
- (10) 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.



**(d) Requirements**

- (1) Clearing or stripping of natural vegetation on a lot is expressly 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*, *Juniperus 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 approved by the Planning and Zoning Commission 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) regardless of the location of the specimen tree (even if the tree is within the building footprint).
- (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 the property owner 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.

***(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 protective fence, frame, or box not less than four (4) feet high and surrounding the drip line 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.

(5) Activities hazardous to the health of any protected tree being preserved are prohibited, including but not limited to the following:

- Physical damage
- Equipment cleaning and liquid disposal. Cleaning equipment, depositing or allowing harmful liquids to flow overland within the limits of the critical root zone. This includes paint, oil, solvents, asphalt, concrete, mortar, tar or similar materials.
- Grade changes. Grade changes (cut or fill) within the limits of the critical root zone.
- Material storage. Storing materials intended for use in construction or allowing waste materials due to excavation or demolition to accumulate within the limits of the drip line.
- Tree attachments. Attaching to a tree any signs, wires, or other items, other than those of a protective nature.
- Vehicular traffic. Vehicular and/or construction equipment traffic, parking, or storage within the limits of the drip line, other than on pre-existing or approved pavement. This restriction does not apply

to single incident access within the drip line for purposes of clearing underbrush, vehicular access necessary for emergency services, routine utility maintenance, emergency restoration of utility service, or routine mowing operations.

- Utility encroachment. Installation of utilities and appurtenances within the drip line.
- Excavation and trenching. Excavation and trenching within the limits of the drip line.

**(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 28-inch circumference: credit for two required trees.
  - b. Greater than 12-inch but less than 28-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 the landscaping ordinance. 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.





# CITY OF KYLE, TEXAS

## Pie Festival

**Meeting Date: 4/2/2013**  
**Date time: 7:00 PM**

**Subject/Recommendation:** General Discussion and Possible Action regarding the city having a Pie Festival ~ *Samantha LeMense, Council Member District 5*

**Other Information:**

**Budget Information:**

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# CITY OF KYLE, TEXAS

## City Managers Report

Meeting Date: 4/2/2013  
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*

- Discuss City Council Retreat Dates

**Other Information:**

**Budget Information:**

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