

# 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 5/7/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 2nd day of May, 2013 prior to 7:00 p.m.

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

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

1. City Council Regular Meeting - April 16, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

### **III. Citizen Comment Period With City Council**

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

### **IV. Presentation**

2. Presentation of Employee of the Month for the Month of April ~ *Lanny Lambert, City Manager*
  - *Janie Tobias, Public Works Secretary*

 [Attachments](#)

### **V. Appointments**

3. Consideration of Appointment of Council Member Samantha LeMense as the City of Kyle's Designated Representative to the Capital Area Council of Governments (CAPCOG) General Assembly ~ *Lucy Johnson, Mayor*

 [Attachments](#)

### **VI. Consent Agenda**

4. Authorize award and execution of a Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) in the amount of \$2,380.30 for the Police Department's relocation and rewiring of of dispatch center consoles and control stations ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

5. (*Second 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*

 [Attachments](#)

6. Authorize award and execution of a Purchase Order to IDS dba TEXAS TANK SERVICES of Tyler, Texas 75701 in an amount not to exceed \$6,750.00 for the internal cleaning of Well #3 standpipe, Well #3 ground storage, Yarrington ground storage, and Rebel Road ground storage #1 and #2. This internal cleaning process is necessary to conform with TCEQ regulations ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

7. Authorize award and execution of a 3-year service agreement with ROADWAY SPECIALTIES, INC., of Austin, Texas, in an amount not to exceed \$5,000.00 per fiscal year to provide supplies and repair services for damaged guardrails for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 6E-3 (SANDERS STREET) 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, P.E., City Engineer*

 [Attachments](#)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 6E 2-3 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven D. Widacki, P.E., City Engineer*

 [Attachments](#)

**VII. Consider and Possible Action**

10. A RESOLUTION OF THE CITY OF KYLE, TEXAS AUTHORIZING THE

CITY MANAGER TO EXECUTE A DEPOSIT AND REIMBURSEMENT AGREEMENT WITH WALTON TEXAS, LP FOR A PROPOSED SUBDIVISION TO BE KNOWN AS PECAN WOODS, MADE UP OF 762 ACRES AND LOCATED IN KYLE'S ETJ ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

11. A Resolution of the City of Kyle Establishing a Committee for the Exploration of a Pie Festival; Appointing Members; Defining Roles and Terms; and Related Matters ~ *Samantha LeMense, Council Member District 5*

 [Attachments](#)

12. Authorize Execution of Standard Utility Agreement (SUA) with Hays County for the Relocation of the City of Kyle Utility's affected by the Yarrington Road Bridge Improvements at IH-35 (CCSJ:0016-02-135 & ROW CSJ:0016-02-114). The SUA is proposed to cover City costs for engineering, easement acquisition and construction of Utility Relocation Improvements. The cost of relocation improvement expenses subject to reimbursement to the City is estimated to be \$472,707.00. **Related to Agenda Item No. 13** ~ *Steven Widacki, P.E., City Engineer*

 [Attachments](#)

13. (*First Reading*) Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project. **Related to Agenda Item No. 12** ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

14. Consider approval of the timeline for the development and adoption of the City's annual operating and capital budgets for Fiscal Year 2013-14 including special called City Council meetings for budget workshops and public hearings ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

## VIII. General Discussion and Possible Action

15. General Discussion and Possible Action regarding the City Sponsored Public Forums to Discuss the Comprehensive Master Plan ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

## IX. City Managers Report

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

1. Discussion of increased water conservation (Drought Contingency Stage 2)
2. Discussion on improving citizen communication through Citizens Comments
3. May 21, 2013 City Council Meeting has been changed to May 14, 2013
4. Police Department Open House, May 16, 2013, 11:00 a.m.
5. Discuss City Council Retreat scheduled for June 22, 2013

 [Attachments](#)

## **X. Staff Report**

17. Presentation of the City's draft 5-Year CIP, Equipment, & Personnel Plan totaling \$98.8 million for Fiscal Years 2014 through 2018. ~ *Perwez A. Moheet, CPA, Director Finance*

 [Attachments](#)

## **XI. Executive Session**

18. Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the case of *Aqua Operations Inc., v. City of Kyle*, filed in Hays County.

 [Attachments](#)

19. Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the case of *Save Our Springs Alliance, Inc. v. City of Kyle and Barton Springs-Edwards Aquifer Conservation District*

 [Attachments](#)

20. Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the status of Meet and Confer Negotiations with Kyle Police Association.

 [Attachments](#)

21. Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the case of *Aqua Operations Inc., v. City of Kyle*, filed in Hays County.

 [Attachments](#)

22. Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the case of *Save Our Springs Alliance, Inc. v. City of Kyle and Barton Springs-Edwards Aquifer Conservation District*

 [Attachments](#)



23. Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the status of Meet and Confer Negotiations with Kyle Police Association.

 [Attachments](#)

## **XII. ADJOURN**

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

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



# CITY OF KYLE, TEXAS

## City Council Regular Meeting - April 16, 2013

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

**Subject/Recommendation:** City Council Regular Meeting - April 16, 2013 ~ *Amelia Sanchez, City Secretary*

**Other Information:** This item is for formal approval of the minutes from the April 16th Regular Meeting of the City Council, a copy of which is included with the meeting packet.

**Budget Information:** N/A

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

Attachments / click to download

[City Council Regular Meeting Minutes - April 16, 2013](#)

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## REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on April 16, 2013 at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson	Simone Schrott
Mayor Pro Tem Diane Hervol	Ed Winn
Council Member Samantha LeMense	Angie Chapa
Council Member Becky Selbera	Paula Perez
Council Member Ray Bryant	Carol Whisenant
Council Member Brad Pickett	David Aston
Council Member David Wilson	Tim Miller
Lanny Lambert, City Manager	Jacqueline Whisenant
James Earp, Assistant City Manager	Cindy Crossett
Jerry Hendrix, Director of Communications	John Macuich
Perwez Moheet, Finance Director	Roger Faulk
Diana Blank, Director of Economic Development	Gordon Wybo
Connie Brooks, Library Director	Kimberly Schofield
Sofia Nelson, Director of Planning	Fidel Alvarez
Mark Shellard, IT Director	Dan Ryan
Josh Moreno, Grant Writer	Darlene Motley
Jeff Barnett, Police Chief	James Adkins
Cody Faulk, City Attorney	Cicely Kay

## CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 7:04 P.M.

## ROLL CALL

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

## APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING - APRIL 2, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Mayor Pro Tem Hervol moved to approve the City Council Regular Meeting - April 2, 2013 minutes. Council Member LeMense seconds the motion. All aye. Motion carried.

## CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Johnson opened the citizens comment period at 7:06 P.M. and called for comments on items not on the agenda or posted for public hearing

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Simone Schrott a resident of Silverado stated that her home backs up to a pasture and Golden Chick and she was concerned due to the weeds and brush creating a fire hazard and asked Council to look into the matter. Ed Winn stated that citizens had worked hard to create the Comprehensive Plan and that plans are meant to be changed but changes in Ordinances affect many citizens and he stated the when they considered the second reading they would go into detail to explain the changes. Angie Chapa stated she had attended an Old Town Advocate meeting to inform citizens about the candidates and the 36 million for road bonds and proposed changes to the Comprehensive Plan and stated this was the first time she had heard about these items and asked Council to vote no to the proposed changes. Paula Perez did not approach the podium but stated from her seat that she agreed with what Angie Chapa and Ed Winn said. Carol Whisenant asked that item #11 be pulled from Consent the Ordinance regarding the updates to the Comprehensive Master Plan. She stated that as a business owner she wanted to appeal to Council's civic responsibility preserving the integrity of the business and economic growth of the downtown community by supporting the agenda as strategic planning goals published in 2007 states and that the Mayor and Council Members Selbera and Wilson needed to show their support. David Aston spoke against the possible changes to the CBD as it relates to zoning and that Kyle has changed and developed and that the changes being proposed is a step back. Tim Miller spoke on the proposed Tree Ordinance and stated that sitting in on the tree ordinance meetings ideas were changed or left out. He stated that P&Z did not recognize the importance of trees and that an advisory group was needed for the Tree Ordinance. Jacqueline Whisenant stated that she was a business owner and requested Council pull from consent the proposed changes to the Comprehensive Plan. She stated that communication with the future generation was needed to see what they wanted and that the proposed changes directly affected her and that these changes were not published in the newspaper. Cindy Crossett stated she was speaking on her behalf and the future ACC students regarding the proposed roundabout at 1626 and Collier. She stated that the proposed roundabout would increase travel time and that students would not use it properly and that a traffic light was needed. John Macuich spoke and stated that he was not happy about the roundabout because people will not know how to use it and that a traffic light was needed instead. Roger Faulk stated he was a new property owner in Kyle and that good city government concentrates on the 4 c's. Communication, consistency, confidence and community and that Item #11 violates all of these and that changing rules does not impose confidence. He stated that owners need to be notified of proposed changes and asked that Council not pass Item #11 because it was not good policy. Gordon Wybo spoke and stated that he echoed the sentiments of all prior speakers on Item #11. Planning and Zoning advised him that because it was a change to the Comprehensive Plan notices did not have to go out. He stated that by making the changes it would stifle growth and knock down small businesses. He also spoke on the Tree Ordinance and stated that that due to lack of staff the City cuts and pastes from other City's ordinances and much is taken out of context. Kimberly Schofield spoke on Item

## CITY COUNCIL REGULAR MEETING

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#11 and stated she owned property in Kyle under CBD1 and expects to recoup her investment in CBD1. Fidel Alvarez spoke and stated that he agreed with everyone who had spoken against Item #11 and that Council needed to educate and write things where people can understand. He stated people in attendance lived along Burleson Road and wanted to know what was going on. Dan Ryan spoke and stated that Item #11 be skipped and that is was confusing. He also stated that roundabouts work if they are well designed. Darlene Motley stated she was a property owner on Center street and that she did not know what was going on. She stated she bought the property for investment and knew there was growth coming and asked if the city couldn't just grow and go forward. Mr. Alvarez asked to give Council a handout he forgot to give them and Mayor allowed him to hand it out. James Adkins spoke and stated he appreciated the Mayor's support and supported the road bonds and thought Council was doing a great job, but information did need to get out and involve the people. Cicely Kay spoke and stated that Planning & Zoning made the recommendations to Council, there were public hearings held and no one showed up and she recommended starting the process all over again. She stated that roundabouts not good around high school and ACC and that she was proud of the work done on the Tree Ordinance. Darlene Motley spoke again and stated that CBD and CBD2 were redone and re-talked about and that she is tired of it. With no one else wishing to speak Mayor Johnson closed Citizen's Comments at 8:02 P. M.

## PRESENTATION

QUARTERLY REPORT PRESENTATION BY CATALYST COMMERCIAL ~ *DIANA BLANK, DIRECTOR OF ECONOMIC DEVELOPMENT*

Jason Claunch provided a presentation of a Quarterly Report by Catalyst Commercial.

Council Member Pickett recommended moving to the Consent Agenda items. Council Member LeMense asked that they go ahead and do the Kyle Leadership Academy presentation because members were there with their families. Council Member Pickett agreed.

PRESENTATION OF KYLE LEADERSHIP ACADEMY CERTIFICATIONS ~ *JERRY HENDRIX, DIRECTOR OF COMMUNITY DEVELOPMENT*

- Ken Christie - Level 2
- Michelle Christie - Level 2
- Richard Rominger III - Level 2
- Dallas Lee Jr. - Level 2

Jerry Hendrix and Council presented the Kyle Leadership Academy certificates to Ken Christie, Michelle Christie, and Richard Rominger III.

## CITY COUNCIL REGULAR MEETING

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Mayor Johnson stated that there were several Proclamations that would not be skipped but delayed for a short time. Council Member LeMense stated several Officers were in attendance that possibly needed to go back to work. Mayor Johnson stated that she would move to Item #4.

RECOGNITION OF OUTGOING COMMUNITY RELATIONS COMMITTEE  
CHAIRPERSON BARBARA PELECH IN APPRECIATION OF HER LEADERSHIP  
AND CONTRIBUTIONS TO THE CITY OF KYLE ~ *RAY BRYANT, COUNCIL  
MEMBER DISTRICT 6*

Council Member Bryant thanked outgoing Community Relations Committee Chairperson Barbara Pelech in appreciation of her leadership and contributions to the City of Kyle, and Jerry Hendrix presented Ms. Pelech with a plaque.

RECOGNITION OF OUTGOING KYLE AREA CHAMBER OF COMMERCE  
EXECUTIVE DIRECTOR RAY HERNANDEZ FOR THE SELFLESS WORK AND  
DEDICATION TO THE ECONOMIC DEVELOPMENT & TOURISM COMMITTEE  
~ *DIANE HERVOL, MAYOR PRO TEM*

Mayor Johnson stated that this item had been done at the reception held for Ray Hernandez at 6:00 P. M.

## PROCLAMATIONS

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE WEEK  
OF APRIL 8-14, 2013 AS "NATIONAL ANIMAL CONTROL OFFICER  
APPRECIATION WEEK" IN THE CITY OF KYLE, TEXAS ~ *LUCY JOHNSON,  
MAYOR*

Mayor Johnson and Council presented a Proclamation to Brianna Brecher Proclaiming the week of April 8-14, 2013 as National Animal Control Officer Appreciation Week.

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING APRIL 16,  
2013 AS "RAYMOND CHARLES HERNANDEZ DAY" IN THE CITY OF KYLE,  
TEXAS ~ *LUCY JOHNSON, MAYOR*

This was done at the reception at 6:00 P. M.

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE WEEK  
OF APRIL 21-27, 2013 AS "NATIONAL CRIME VICTIMS' RIGHTS WEEK" IN THE  
CITY OF KYLE, TEXAS ~ *LUCY JOHNSON, MAYOR*

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Mayor Johnson and Council presented a Proclamation to Samantha Dean Proclaiming the week of April 21-27, 2013 as National Crime Victims Rights Week.

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE WEEK OF APRIL 14-APRIL 20, 2013 AS "NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK" IN THE CITY OF KYLE, TEXAS ~*LUCY JOHNSON, MAYOR*

Mayor Johnson and Council presented a Proclamation of the City of Kyle, Texas Proclaiming the week of April 14-April 20, 2013 as "National Public Safety Telecommunications Week" in the City of Kyle, Texas.

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE WEEK OF APRIL 21-27, 2013 AS "NATIONAL VOLUNTEER WEEK" IN THE CITY OF KYLE, TEXAS ~*LUCY JOHNSON, MAYOR*

Mayor Johnson and Council presented a Proclamation of the City of Kyle, Texas Proclaiming the week of April 21-27, 2013 as "National Volunteer Week" in the City of Kyle, Texas.

## CONSENT AGENDA

*(Second 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



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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

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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*

*(Second 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 MATTERS ~ *Sofia Nelson, Director of Planning*

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, GODDARD AND WALLOPS)

OWNER: CONTINENTAL HOME OF TEXAS, LP

AGENT: MATTHEW MITCHELL, P.E., ALM ENGINEERING, INC.

~ SOFIA NELSON, DIRECTOR OF PLANNING

*PLANNING AND ZONING COMMISSION VOTED 6-0 TO APPROVE THE PLAT*

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO SUNBUSTERS OF SAN MARCOS, TEXAS, IN AN AMOUNT NOT TO EXCEED \$2,794.58 FOR THE INSTALLATION OF WINDOW TINT FILM ON ALL EXTERIOR WINDOWS OF THE NEW POLICE DEPARTMENT HEADQUARTERS ~ *JEFF BARNETT, CHIEF OF POLICE*

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN APPROVAL LETTER, NO. DR-19999-020, FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TDPS); HAZARD MITIGATION GRANT PROGRAM (HMGP), AND TO ACCEPT A GRANT AWARD TOTAL OF \$3,600, AND PROVIDE \$1,200 IN LOCAL, NON-FEDERAL FUNDS TO PURCHASE A TWO YEAR SUBSCRIPTION FOR A CITIZEN'S OBSERVER, WEB BASED ALERT SYSTEM ~ *JOSHUA MORENO, GRANTS ADMINISTRATOR*

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO AGREE TO AN ACCEPTANCE LETTER FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION; AND AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD UP TO \$7,000 THROUGH THE MOBILE

SOLUTIONS PROGRAM, FOR THE PURCHASE AND IMPLEMENTATION OF A LIBRARY MOBILE APP, AND COSTS RELATED TO THE KYLE, PUBLIC LIBRARY'S MOBILE SOLUTIONS PROJECT ~ *JOSHUA MORENO, GRANTS ADMINISTRATOR*

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COUNCIL MEMBER WILSON ASKS MAYOR JOHNSON TO PULL ITEM #11 FROM CONSENT AGENDA.

Mayor Pro Tem Hervol moves to Approve **Item #12** ~ (*Second 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 Matters; **Item #13** ~ 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, Goddard and Wallops); **Item #14** ~ Authorize Award and Execution of a Purchase Order to Sunbusters of San Marcos, Texas, in an amount not to exceed \$2,794.58 for the installation of window tint film on all exterior windows of the new Police Department Headquarters; **item #15** ~ A Resolution of the City of Kyle, Texas, Authorizing the City Manager to accept an approval letter, No. Dr-19999-020, from the Texas Department of Public Safety (TDPS); Hazard Mitigation Grant Program (HMGP), and to accept a grant award total of \$3,600, and provide \$1,200 in local, non-federal funds to purchase a two year subscription for a citizen's observer, web based alert system; and **Item #16** ~ A Resolution of the City of Kyle, Texas, Authorizing the City Manager to agree to an acceptance letter from the Texas State Library and Archives Commission; and Authorize the acceptance of a grant award up to \$7,000 through the Mobile Solutions Program, for the purchase and implementation of a library mobile app, and costs related to the Kyle, Public Library's Mobile Solutions Project. Council Member Bryant seconds the motion. All aye. Motion carried.

Mayor Johnson goes back to item #11

(*SECOND 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

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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 RECOMMENDED, 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 RETAIL SERVICES (RS) AND COMMUNITY COMMERCIAL (CC) ZONING DISTRICTS AS CONDITIONAL, APARTMENTS RESIDENTIAL (R-3-3), MANUFACTURED HOME SUBDIVISION (M-2) AS CONDITIONAL AND MANUFACTURED HOME PARK (M-3) AS NOT RECOMMENDED; AMENDED THE NEW TOWN COMMUNITY FUTURE LAND USE DISTRICT TO IDENTIFY THE NEIGHBORHOOD

CITY COUNCIL REGULAR MEETING  
APRIL 16, 2013 – PAGE 10  
KYLE CITY HALL

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*

Council Member Pickett moves to table Item # 11 and instruct city staff to schedule a public meeting within the next 30 days with an announcement in the newspaper with a minimum of 2 weeks ahead of time with city staff attending, City Council, Planning and Zoning and the public invited. Council Member Selbera seconds the motion. Council Member Wilson offers an amendment to give them an opportunity with all the people that have attended tonight to go through the Planning and Zoning process, give another shot with input as has been provided tonight and suggested by Cicely Kay. Mayor Johnson clarifies that the amendment was to direct P&Z reconsider the ordinance. Council Member Pickett and Council Member Selbera agree to the amendment. Mayor Pro Tem amends the motion directing Long Range Planning Committee to reconsider the ordinance and to attend the meetings if possible. Council Member Pickett and Council Member Selbera agree to the amendment. Council Member LeMense offers an amendment to have 3 joint meetings of P&Z, Council and Long Range Planning Committee. Council Member Pickett clarifies his motion stating that the public meeting intent was not specific but that he would be now and that is for all groups to meet each time and be an interactive discussion, everyone in one room and each citizen can walk up to whomever they would like to and discuss whatever issue they would like to. We could have a formal presentation at the beginning but would like for there to be one on one discussion and that this is his main purpose of the public meeting and amends his motion to include 2 meetings with one on each side of town. Council Member LeMense said she was fine with that. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING  
APRIL 16, 2013 – PAGE 11  
KYLE CITY HALL

Mayor Johnson stated that between now and the next Council meeting she and City Manager would bring some dates to Council for these meetings and would publish in the newspaper as per council Member Pickett's motion, as well as on the City website.

CONSIDER AND POSSIBLE ACTION

CONSIDER A REQUEST BY ARMANDO GARCIA (KYLE HEIGHTS SECTION 2 LOT 17 - 1101 GOFORTH ROAD) FOR A CONDITIONAL USE PERMIT TO THE EXISTING 8,750 SQUARE FOOT BUILDING LOCATED WITHIN THE GOFORTH ROAD ZONING OVERLAY DISTRICT ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

Planning and Zoning Commission voted 6-0 to approve the Conditional Use Permit

PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 9:19 P.M. to hear comments to Consider a request by Armando Garcia (Kyle Heights Section 2 Lot 17 - 1101 Goforth Road) for a Conditional Use Permit to the existing 8,750 square foot building located within the Goforth Road Zoning Overlay District. With no one wishing to speak Mayor Johnson closed the Public Hearing at 9:19 P.M.

Mayor Pro Tem Hervol moves to approve a request by Armando Garcia (Kyle Heights Section 2 Lot 17 - 1101 Goforth Road) for a Conditional Use Permit to the existing 8,750 square foot building located within the Goforth Road Zoning Overlay District. Council Member Bryant seconds the motion. All aye. Motion carried. Council Member LeMense was off the dais for the vote.

CONSIDER A REQUEST BY TRAVIS AND JUSTIN MITCHELL (MITCHELL FAMILY MOTOR TRIKES - 21701 N. IH-35) FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A 4,860 SQUARE FOOT BUILDING LOCATED WITHIN THE INTERSTATE HIGHWAY 35 ZONING OVERLAY DISTRICT ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

*Planning and Zoning Commission voted 6-0 to approve with conditions listed in staff report.*

PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 9:23 P.M. to hear comments on a request by Travis and Justin Mitchell (Mitchell Family Motor Trikes - 21701 N. IH-35) for a Conditional Use Permit to construct a 4,860 square foot building located within the

Interstate Highway 35 Zoning Overlay District. With no one wishing to speak Mayor Johnson closed the Public Hearing at 9:23 P.M.

CITY COUNCIL REGULAR MEETING  
 APRIL 16, 2013 – PAGE 12  
 KYLE CITY HALL

Mayor Pro Tem Hervol moves to approve a request by Travis and Justin Mitchell (Mitchell Family Motor Trikes - 21701 N. IH-35) for a Conditional Use Permit to construct a 4,860 square foot building located within the Interstate Highway 35 Zoning Overlay District. Council Member Bryant seconds the motion. All aye. Motion carried.

*(Second 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*

Council Member Bryant moves to accept the Tree Ordinance with the exception of adding the penalties back in. Mayor Pro Tem Hervol seconds the motion. Council Member LeMense asked to amend the motion to direct staff to increase or to look at increasing the proposed incentives in the ordinance and research ways to inform citizens how to file a stop work order. Council Member Bryant and Mayor Pro Tem Hervol agree to the amendment. Mayor Johnson called for a roll call vote. Mayor Pro Tem Hervol voted aye, Council Member LeMense voted aye, Council Member Selbera voted nay, Mayor Johnson voted aye, Council Member Bryant voted aye, Council Member Pickett voted nay, and Council Member Wilson voted aye. Motion carried 5-2.

RESOLUTION OF THE CITY OF KYLE, TEXAS SUPPORTING APPROVING A HAYS COUNTY-TEXAS DEPARTMENT OF TRANSPORTATION PARTNERSHIP PROGRAM FOR HAYS COUNTY ROADWAY PROJECTS ~ *LUCY JOHNSON, MAYOR*

Council Member Wilson moves to approve A Resolution of the City of Kyle, Texas supporting approving a Hays County - Texas Department of Transportation partnership for Hays County Roadway Projects. Council Member Selbera seconds the motion. All aye. Motion carried. Council Member Pickett was off the dais for the vote.

Mayor Johnson asked that the record show that Council Member Pickett is off the dais and will be for the rest of the meeting at 10:10 P. M.



## CITY COUNCIL REGULAR MEETING

April 16, 2013 – Page 13

Kyle City Hall

INTERLOCAL AGREEMENT FOR THE ALLOCATION OF SALES TAX REVENUE FOR THE DEVELOPMENT OF INFRASTRUCTURE BY THE CITY OF KYLE AND HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 8 ~ *JAMES EARP, ASSISTANT CITY MANAGER*

Council Member Bryant moves to approve Interlocal Agreement for the Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Kyle and Hays County Emergency Services District No. 8 with the language included to satisfy the Attorney's on the cap for administrative costs. Council Member Selbera seconds the motion. All votes aye. Motion carried.

## STAFF REPORT

PRESENT CITY OF KYLE'S FINANCIAL PERFORMANCE REPORT (UNAUDITED) FOR THE 2ND QUARTER ENDING MARCH 31, 2013. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

Perwez A. Moheet, Director of Finance presented the City of Kyle's Financial Performance Report (Unaudited) for the 2nd Quarter Ending March 31, 2013 to Council.

## CITY MANAGERS REPORT

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

- Changed the May 21, 2013 City Council Meeting to May 14, 2013
- Discuss the City Council Retreat scheduled for June 22, 2013
- Discuss Joint Workshop with Council, Planning & Zoning, and the Economic Development & Tourism Committee, Tentative Date: April 25, 2013

City Manager Lanny Lambert reminded Council that the May Council meetings would be on May 7th and May 14th.. He informed Council that plans were in progress for the Council retreat tentatively scheduled for June 22nd and handed them a sample agenda. Mr. Lambert informed them of an invitation to a Joint Workshop with Economic Development, P&Z and Council on April 25 at 6:30 P.M.

## EXECUTIVE SESSION

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

CITY COUNCIL REGULAR MEETING

April 16, 2013 – Page 14

Kyle City Hall

Mayor Johnson moves to Convene into Executive Session at 10:44 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. Council Member Selbera seconds the motion. All votes 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

Mayor Johnson moves to Reconvene into Open Session at 11:21 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. Council Member LeMense seconds the motion. All votes aye. Motion carried.

Mayor Johnson stated that no action was taken during Executive Session.

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 11:21 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: 5/7/2013**  
**Date time: 7:00 PM**

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

- *Janie Tobias, Public Works Secretary*

**Other Information:**

**Budget Information:**

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Attachments / click to download

 [Janie Tobias](#)

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Item # 2



# CITY OF KYLE, TEXAS

## CAPCOG Rep Appointment

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

**Subject/Recommendation:** Consideration of Appointment of Council Member Samantha LeMense as the City of Kyle's Designated Representative to the Capital Area Council of Governments (CAPCOG) General Assembly ~  
*Lucy Johnson, Mayor*

**Other Information:**

**Budget Information:** N/A

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[CAPCOG Appointment Form](#)

[Councils of Government](#)

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**APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE**

**CAPITAL AREA COUNCIL OF GOVERNMENTS**

The governing bodies of CAPCOG’s members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.  
Cities, Towns, Villages: Official appointments are made at City Council meetings.

**PLEASE COMPLETE THE FOLLOWING SECTION**

Governing Body:

\_\_\_\_\_ County Commissioners Court (e.g., Travis County Commissioners Court)

**-OR-**

\_\_\_\_\_ City Council (e.g., Austin City Council)

\_\_\_\_\_  
Name of Representative Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Zip Code

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
E-Mail

Check One:

\_\_\_\_\_ Filling Vacancy

\_\_\_\_\_ Changing Representative \_\_\_\_\_  
Name of Previous Representative

\_\_\_\_\_  
Signature of **Governing Body Representative** Date  
*or authorized representative*

**Please fax this completed form to (512) 916-6001, attn: Laura Steinbring.**





## COUNCILS OF GOVERNMENTS

Councils of Governments are voluntary associations of counties, cities, and special districts formed under Texas law. These associations deal with the problems and planning needs that cross the boundaries of individual local governments or that require regional attention. Although known by several different names, including council of governments, regional planning commissions, associations of governments and area councils, they are most commonly referred to as "COGs."

**The Capital Area Council of Governments (CAPCOG)**, formerly known as Capital Area Planning Council (CAPCO), was organized in 1970 to serve local governments in its ten-county region. CAPCOG is a regional planning commission organized under Chapter 391, Local Government Code, and is one of 24 within the State of Texas.

A council of governments is defined by law as a political subdivision of the state, but it has no regulatory power or the authority possessed by cities, counties, or other local governments. As a political subdivision, councils of governments are subject to state laws governing open meetings, access to public records, and conduct of public officials.

The primary focus of **CAPCOG** is to serve as advocate, planner, and coordinator of initiatives that, when undertaken on a regional basis, can be more effective and efficient. These include emergency communications, homeland security, elderly assistance, law enforcement training, criminal justice planning, solid waste reduction, infrastructure development, and housing and economic development.

### CAPCOG Mission Statement

***To be the catalyst for regional planning and implementation through effective utilization of resources resulting in enhanced quality of life and economic prosperity for our citizens***





## ADVISORY COMMITTEES

### CAPITAL AREA COUNCIL OF GOVERNMENTS

Members of CAPCOG advisory committees are appointed by the Executive Committee

#### **9-1-1 TASK FORCE**

Formed in 1988 to make recommendations to the CAPCOG Executive Committee and staff regarding equipment and protocol at Public Safety Answering Points (PSAPs) and assist staff in the development of the 9-1-1 strategic plan.

#### **AGING ADVISORY COUNCIL (AAC)**

Formed in 1974 to provide a forum for planning and feedback on aging-related issues and problems and to provide review and comment on applications for funding to the CAPCOG Executive Committee. This committee is required by the Older Americans Act.

#### **CRIMINAL JUSTICE ADVISORY COMMITTEE (CJAC)**

Formed in 1982 to promote, foster, and coordinate criminal justice planning and to review and prioritize applications for criminal justice funds by local entities. This committee is required by the Office of the Governor, Criminal Justice Division (CJD).

#### **GEOGRAPHIC INFORMATION SYSTEMS PLANNING COUNCIL (GISPC)**

Formed in 1997 to serve as a coordinating and technical support body for CAPCOG members and administration on projects with Geographic Information Systems (GIS) related applications.

#### **HOMELAND SECURITY TASK FORCE (HSTF)**

Formed in December, 2002, to assist CAPCOG in the development, implementation, review, and update of a comprehensive plan to serve the needs of the region in the event of terrorist activities and to evaluate and make recommendations on grant applications.

#### **LAW ENFORCEMENT EDUCATION COMMITTEE (LEEC)**

Formed in 1977, the committee updates and revises policies, sets standards for the Basic Peace Officer Course entrance requirements, and sets standards for specialized and mandated in-service training. This committee is required by the Texas Commission on Law Enforcement.

#### **SOLID WASTE ADVISORY COMMITTEE (SWAC)**

Formed in 1993 to help coordinate and guide the implementation of the regional solid waste management plan and to score and prioritize applications for grant funds. This committee is required by the Texas Commission on Environmental Quality (TCEQ).

#### **TEXAS REVIEW AND COMMENT SYSTEM COMMITTEE (TRACS)**

Formed in 1985 to review and comment on state plans, applications for federal or state financial assistance, and environmental impact statements which affect the local jurisdiction. This committee is required by the Texas Review and Comment System.



## OVERVIEW

### CAPITAL AREA COUNCIL OF GOVERNMENTS

#### MEMBERSHIP

##### Composition

- Full (voting):
  - Counties
  - Municipalities
- Associate (voting):
  - School Districts
  - Special Purpose Governmental Districts
  - Conservation Organizations
  - Nonprofit Organizations: health, welfare, economic, or civic development
  - Utilities
- Sustaining (non-voting):
  - Those interested in the welfare of State Planning Region 12

##### Function:

- Select General Assembly Representative
- Participate in Cooperative Projects
- Participate in General CAPCOG Activities
- Suggest Programs
- Provide Financial Support

#### MANAGEMENT STAFF

##### Composition

Executive Director, chosen by the Executive Committee. Staff selected by the Executive Director:

- Deputy Director
- Director of Aging Services
- Director of Regional Services
- Director of Community & Economic Development
- Director of Emergency Communications
- Director of Homeland Security
- Director of the Regional Training Academy

##### Function:

- Develop Budget
- Provide Technical Assistance
- Establish Overall Program Plans
- Organize Meetings
- Publish Materials
- Act as Information Clearinghouse
- Provide Staff Support to Executive Committee, the General Assembly, and Advisory Committees
- Administer Service Programs
- Conduct Comprehensive Planning

#### GOVERNING BODIES

##### General Assembly

Full Member representatives (from 10 counties and more than 60 municipalities) are selected by local general purpose governments in each county, two-thirds of whom must be elected officials. In addition, there are presently 22 Associate Member representatives.

##### Function:

- Adopt CAPCOG Budget
- Elect Executive Committee
- Amend CAPCOG Bylaws
- Create Committees
- Select Nominating Committee
- Communicate with Member Governments

##### Executive Committee

Twenty-five members who are elected officials selected from and by the General Assembly. Officers: Chair, 1st Vice-Chair, 2nd Vice-Chair, Secretary, and Immediate Past Chair.

##### Function:

- Govern CAPCOG when General Assembly is not in Session
- Review and Recommend Budget
- Employ Executive Director
- Establish General Programs
- Review and Comment on Applications for State and Federal Assistance
- Approve Grants and Contracts

#### ADVISORY COMMITTEES

##### Composition

Includes members from the General Assembly, representatives of private industry, law enforcement, and private citizens. Standing committees are:

- 9-1-1 Task Force
- Aging Advisory Council
- Criminal Justice Advisory Committee
- Geographical Information Systems Planning Council
- Homeland Security Task Force
- Law Enforcement Education Committee
- Regional Review Committee
- Solid Waste Advisory Committee
- Texas Review and Comment System

##### Function:

- Advise Executive Committee and CAPCOG Staff
- Promote Public Awareness
- Assist CAPCOG Staff
- Suggest Priorities
- Review Grant Applications
- Provide Local Input for Programs

#### RELATED ORGANIZATIONS

##### Capital Area Economic Development District, Inc.

A nonprofit organization that promotes economic growth in the CAPCOG region

##### Capital Area Initiatives Foundation, Inc.

Provides coordination and cooperation to social service organizations and government in the Capital Area

##### Capital Area Regional Transportation Planning Organization

Functions as a central clearinghouse for regional transportation planning

##### CLEAN AIR Force of Central Texas

A nonprofit organization that promotes initiatives to improve air quality in Central Texas

##### Clean Air Coalition

Responsible for recommending an air quality plan for Bastrop, Caldwell, Hays, Travis, and Williamson Counties.



# CITY OF KYLE, TEXAS

## Authorize Purchase Order Award to LCRA for KPD's Relocation of Dispatch Consoles

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

**Subject/Recommendation:** Authorize award and execution of a Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) in the amount of \$2,380.30 for the Police Department's relocation and rewiring of of dispatch center consoles and control stations ~ *Jeff Barnett, Chief of Police*

**Other Information:**

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

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Attachments / click to download

[LCRA's Cost Proposal](#)

[Fiscal Note](#)

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Telecommunications Work Sheet

**Proposal**

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

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

Work Order #: 2753046  
 Proposal Date: 4/16/2013\*

\* Proposal good for 30 days beyond date listed above.

Statement of Work: Kyle PD-Dispatch Center Move

Purchase Order #	PO:
Comments	Move 2 Consoles, 3 Control Stations, Wiring to New Dispatch Location

Item # 4

Task	ID #: 99020	Qty	Unit Cost	Ext Cost
Dispatch Center Move				
<b>Labor</b>				
		32.0	65.00000	2,080.00000
				<u>2,080.00</u>
<b>Material</b>				
	Materials for Dispatch Center Move	1.0	300.30000	300.30000
				<u>300.30</u>
<b>Task Total:</b>				<u><u>2,380.30</u></u>
<b>Job Total:</b>				<u><u>2,380.30</u></u>

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 7, 2013  
CONTACT CITY DEPARTMENT: Police Department  
CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT: Authorize award and execution of a Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) in the amount of \$2,380.30 for the Police Department's relocation and rewiring of Dispatch Center consoles and control stations.

Item # 4

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to LCRA will require expenditure of funds from the Police Department's approved FY 2012-13 operating budget as follows:


1. City Department: Police Department
2. Project Name: Relocation of Dispatch Center Consoles & Control Stations
3. Budget/Accounting Code(s): 110-155-55329
4. Funding Source: General Fund
5. Current Appropriation: \$ 4,400.00
6. Unencumbered Balance: \$ 4,400.00
7. Amount of This Action: \$( 2,380.30)
8. Remaining Balance: \$ 2,019.70

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order for the relocation and rewiring of dispatch center consoles and control stations will be provided from the Police Department's approved FY 2012-13 operating budget.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 4/24/2013

Perwez A. Moheet, CPA - Date  
Director of Finance





# CITY OF KYLE, TEXAS

## Tree Ordinance

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

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

**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**

- [Ordinance after 326 P&Z meeting](#)
  - [Ordinance after 4213 City Council meeting](#)
  - [ordinance](#)
  - [memo regarding direction to staff](#)
  - [Ordinance with penalties](#)
-



## MEMO

To: City Council

From: Sofia Nelson, Director of Planning

Date: April 24, 2013

### **Re: Tree Ordinance- incentives and stop work order language**

#### **Background**

At the April 16<sup>th</sup> City Council meeting the Council, with vote of 5-2, approved the drafted tree ordinance and requested that staff look at increasing the proposed incentives in the ordinance and research ways to inform citizens how to file a stop work order. Below is a comparison of surrounding cities and the incentives they offer for retaining trees. Additionally, I have provided some suggestions for Council review on ways to inform citizens on how to report a possible tree ordinance violation.

#### **Incentives**

City	Incentive			
	<i>Greater than 28-inch circumference</i>	<i>Greater than 12-inch but less than 28-inch circumference</i>	<i>18 inches in circumference and at least 15 feet tall</i>	<i>75-inch circumference or greater</i>
<i>DRAFT Kyle ordinance</i>	2 trees	1.5 trees	2.5 trees	inch for inch credit
<i>San Marcos</i>	2 trees ( <i>only trees 37 inches in circumference or more</i> )	1.5 trees ( <i>up to 37 inches in circumference</i> )	2.5 trees	inch for inch credit
<i>New Braunfels</i>	2 inches of credit for every inch of diameter saved	1 inch credit for every inch of diameter saved	n/a	3 inches of credit for every inch of diameter saved
<i>Buda</i>	1 inch to 1 inch credit	n/a	n/a	credit of 3 inches for every 1 inch saved
<i>Pflugerville</i>	credit of 1.5 caliper inches for every 1 inch retained	1 inch to 1 inch credit	n/a	credit of 1.5 caliper inches for every 1 inch retained
<i>Round Rock</i>	tree for tree replacement	tree for tree replacment	n/a	n/a



### **Reporting a Violation**

The following are suggestions for informing citizens of Kyle on what to do if they believe they see a violation of this ordinance:

- Add the below section to the ordinance

***(J) Reporting a Violation:** Should you believe a property owner is in violation of this ordinance please contact the City code enforcement officer at 512.262.1010.*

- Send out press release announcing the adoption of a tree ordinance with information on how to contact the code enforcement officer if a citizen wants to report a possible violation of the ordinance.
- Update the city website with the adopted tree ordinance with information on how to contact the code enforcement officer if a citizen wants to report a possible violation of the ordinance.

## 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

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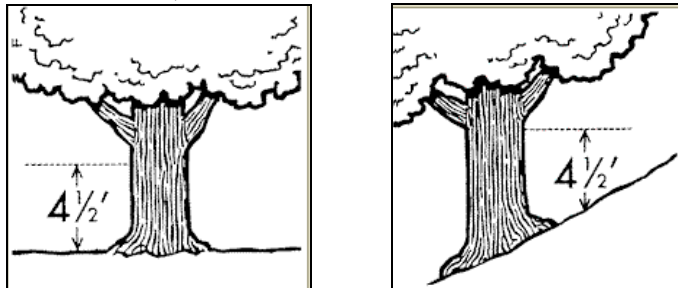
The provisions of this section are applicable to the following:

- 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:

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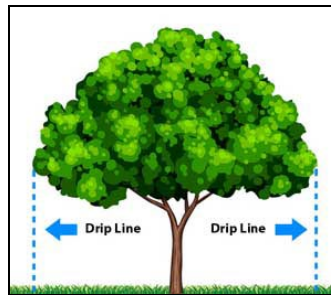


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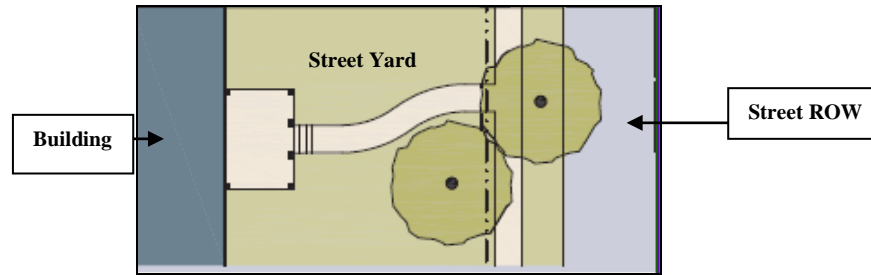


For multiple trunk trees, the circumference is deemed to equal the circumference of the largest trunk plus half the circumference of each additional trunk. For example, a tree that has three trunks with circumferences of 22", 18", and 12" you would have a circumference of 37 "( 22" + (1/2 x 18") + (1/2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

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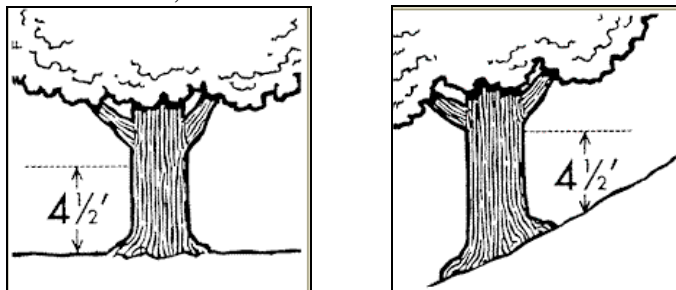
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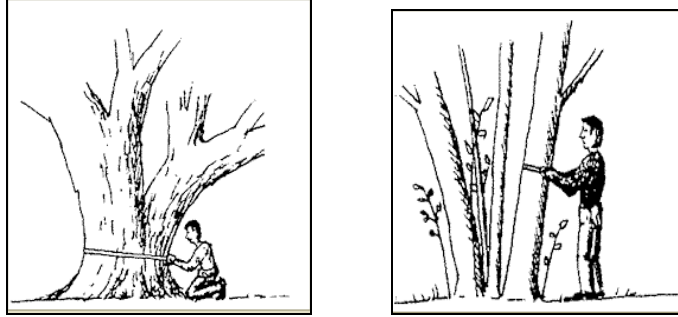
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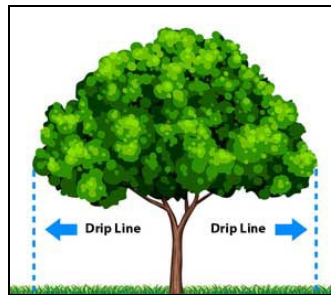
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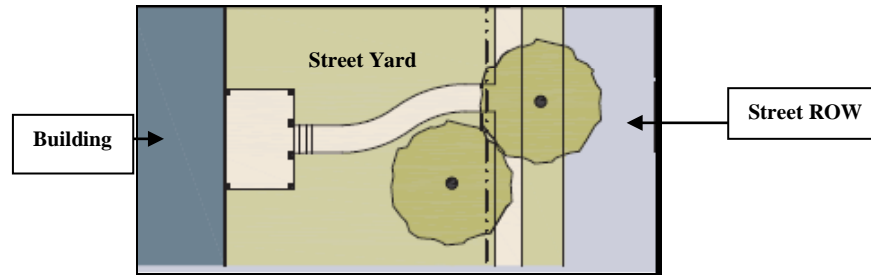


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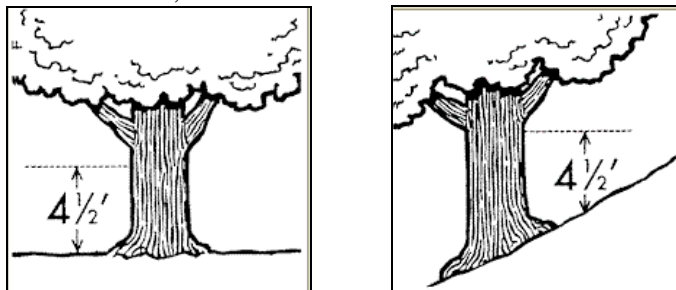
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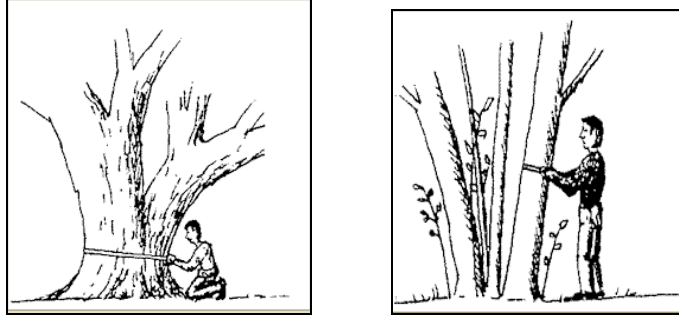
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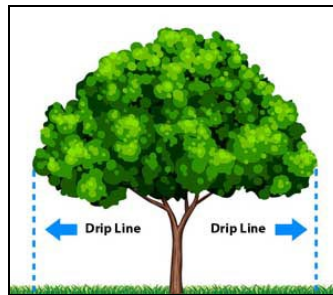


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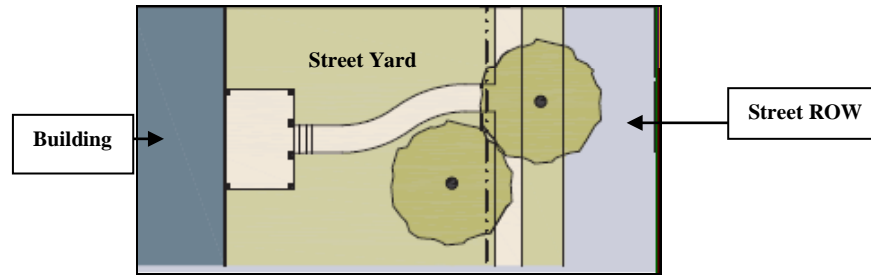
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- (3) The removal of any tree with a circumference of twenty-eight (28) inches or larger must be specifically requested by the applicant and approved in writing by the Director of Planning prior to any action being taken to remove the tree or to damage 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.

**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



# CITY OF KYLE, TEXAS

## Authorize Purchase Order Award to Texas Tank Services

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

**Subject/Recommendation:** Authorize award and execution of a Purchase Order to IDS dba TEXAS TANK SERVICES of Tyler, Texas 75701 in an amount not to exceed \$6,750.00 for the internal cleaning of Well #3 standpipe, Well #3 ground storage, Yarrington ground storage, and Rebel Road ground storage #1 and #2. This internal cleaning process is necessary to conform with TCEQ regulations ~ *Harper Wilder, Director of Public Works*

**Other Information:**

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

---

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

**Attachments / click to download**

- [Justification Statement and Recommendation](#)
- [Texas Tank Services Quote and Purchase Order](#)
- [U.S. Underwater Services Quote](#)
- [Pittsburg Tank & Tower Maintenance Quote](#)
- [Fiscal Note](#)


## Justification Statement and Recommendation

Staff,

After review of the three quotes for service with regard to cleaning several storage tanks, I recommend we award the contract to Texas Tank Service. Their services during our inspections have been outstanding, and last year they were engaged to clean several tanks, also with outstanding results.

Therefore, it is my recommendation that we award the contract to them in an amount not to exceed \$6750.00 for in service cleaning.

The quotes had included two additional elevated storage tanks, which I believe will ultimately be better served by cleaning next year instead of this year.

-Jason Biemer 



# IDS dba/Texas Tank Services

12907 Highway 155 South  
Tyler, TX 75703

Phone: 903.526.4371 Fax: 903.526.0335  
Email: kasee@texas tankservices.com

TAX ID: 27-3700644

City of Kyle  
Attn: Jason Biemer  
PO Box 40  
Kyle, TX 78640

## Estimate

Date	Estimate #
3/28/2013	3225

*This pricing is our best estimate based on the information provided. Any changes in quantity, size or scope of work will change the final price. Estimates are good for 90 days.*

<i>Note: If in agreement with estimate, please sign below, fax to 903.526.0335 and you will be contacted regarding schedule options.</i>	P.O. No.	Rep	Area Code
		KAP	512

Qty	Commercial Diving Services	Rate	Total
1	In-Service Cleaning- 750 TG Elevated- "Post Oak" 207 Goddard St.	1,750.00	1,750.00
1	In-Service Cleaning- 41 TG Standpipe- "Well 3" 260 N. Old Stagecoach Rd.	1,150.00	1,150.00
1	In-Service Cleaning- 482 TG Ground Tank- "Well 3" 260 N. Old Stagecoach Rd.	1,450.00	1,450.00
1	In-Service Cleaning- 250 TG Ground Tank- "Yarrington" 1193 Yarrington Rd.	1,350.00	1,350.00
1	In-Service Cleaning- 500 TG Elevated- "Well 4" 751 Kholers Crossing	1,450.00	1,450.00
1	In-Service Cleaning- 150 TG Ground Tank- "Rebel Road #1" 225 Rebel Rd.	1,325.00	1,325.00
1	In-Service Cleaning- 150 TG Ground Tank- "Rebel Road #2" 225 Rebel Rd.	1,475.00	1,475.00
<p>***WE ARE CURRENTLY SCHEDULING FOR MAY. PLEASE CALL OR EMAIL ME WITH ANY QUESTIONS. THANK YOU***</p>			

			<b>Total</b>	<b>\$9,950.00</b>
Phone #	Fax #	E-mail	Web Site	
903-526-4371	903-526-0335	kasee@texas tankservices.com	www.texas tankservices.com	

**Signature** \_\_\_\_\_





### PURCHASE REQUISITION FORM

**VENDOR:**

Texas Tank Services  
Office Manager  
4614 D.C. Drive Suite 2B  
Tyler, TX 75701

**REQUESTING DEPT:**

Public Works  
Jason Biemer  
Utility Coordinator  
512-262-3024 X 4012  
512-749-6916

**BILL TO:**

City of Kyle  
Public Works Department  
520 E. FM 150  
Kyle, TX 78640

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE		
	903-526-4371		04/08/2013	5/1/2013		
<b>SHIPPING INSTRUCTIONS</b>						
ITEM	QTY	DESCRIPTION OF GOODS/SERVICES	BUDGET AVAIL?	ACCOUNT CODES	UNIT PRICE	AMOUNT
	1 00	Perform cleaning on Well 3 Standpipe	YES	310-820-53143	1,150 00	1,150 00
	1 00	Perform cleaning on Well 3 GST	YES	310-820-53143	1,450 00	1,450 00
	1 00	Perform cleaning on Yarrington 250K GST	YES	310-820-53143	1,350 00	1,350 00
	1 00	Perform cleaning on Rebel Road GST1	YES	310-820-53143	1,325 00	1,325 00
	1 00	Perform cleaning on Rebel Road GST 2	YES	310-820-53143	1,475 00	1,475 00

SUBTOTAL	6,750 00
TAX Not Applicable	N/A
SHIPPING	0 00
<b>TOTAL:</b>	<b>6,750 00</b>

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

---

IMPORTANT PLEASE CHECK THAT THE BUDGET IS AVAILABLE TO MAKE THIS PURCHASE

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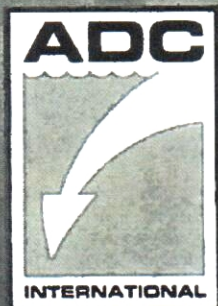


City of Kyle

Sediment Removal

Kyle, TX

[www.usunderwaterservices.com](http://www.usunderwaterservices.com)



Member Company

U.S. UNDERWATER SERVICES, LLC 123 Sentry Drive Mansfield, TX 76063 PHONE (800) 860-2178 FAX: (817) 447-0021

Item # 6



## Service Quote

April 2, 2013

To: Jason Biemer  
City of Kyle  
520 E. FM 150  
Kyle, TX 78640  
P: 512-749-6916  
E: jbiemer@cityofkyle.com  
Reference No. 0000-032713

P.O. Box 2168  
Mansfield, TX 76063  
1 800.860.2178  
P 817.447.7321  
F 817.447.0021  
tammygray@usunderwaterservices.com  
info@usunderwaterservices.com

USUS Representative	Project
Tammy Gray	Sediment Removal

Capacity	Type	Name	Stats
750K	Elevated	Post Oak Elevated	H: 130' D: 60'

- **1 Facility Cleaning** **\$1,995.00**  
*Vacuum Removal up to 6 inches of sediment*

Capacity	Type	Name	Stats
41K	Stand Pipe	Well 3 Stand Pipe	H: 45' D: 12'

- **1 Facility Cleaning** **\$1,600.00**  
*Vacuum Removal up to 2 inches of sediment*

Capacity	Type	Name	Stats
482K	Ground	Well 3 Ground	H: 50' D: 41'4"

- **1 Facility Cleaning** **\$1,995.00**  
*Vacuum Removal up to 2 inches of sediment*

Capacity	Type	Name	Stats
250K	Ground	Yarrington	H: 30' D: 36'6"

- **1 Facility Cleaning** **\$1,600.00**  
*Vacuum Removal up to 2 inches of sediment*

Capacity	Type	Name	Stats
500K	Elevated	Well 4 Elevated	H: 130' D: 50'

- **1 Facility Cleaning** **\$1,995.00**  
*Vacuum Removal up to 2 inches of sediment*



Capacity	Type	Name	Stats
150K	Ground	Rebel Road	H: 30' D: 32'6"

- **1 Facility Cleaning** **\$1,600.00**  
**Vacuum Removal up to 2 inches of sediment**

Capacity	Type	Name	Stats
150K	Ground	Rebel Road	H: 30' D: 32'6"

- **1 Facility Cleaning** **\$1,600.00**
- **Vacuum Removal up to 3 inches of sediment**

<i>Mobilization/Demobilization</i>		
Mob/Demob	Flat Rate	\$500.00

*\$12,885.00 Total*

*Estimated cost is based on our best, good faith evaluation of the effort required to complete the scope of work, given the information available. We will make every effort to keep you apprised of any substantive changes in the estimate.*

**Sediment Clause, If Applicable:**

Cleaning prices are based on the vacuum removal of up to (2) inches of sediment unless otherwise noted. Sediment removed will be discharged on site and the disposal will be the owner's responsibility. If this project requires that the sediment be hauled offsite, it will be necessary for U.S. Underwater Services, LLC to reconsider the scope of work and adjust pricing accordingly. (This will involve extra cost due to roll off trucks or containers.) In the event of higher sediment levels than quoted, with the approval of the client, a \$900.00 fee will be charged for each additional inch of sediment depth removed.

**Additional Notes:**

1. The work will be in accordance with ADCI Standards.
2. Work is performed by certified commercial divers.
3. USUS has been in business for more than 2 decades and has continued to grow with the industry and technology to service your needs. Insurance certifications can be sent upon acceptance of this bid, if requested. The insurance includes workman's compensation, vehicle coverage, and general liability insurance.
4. The above prices are valid for 15 days. Payment terms are net 30 days.

***I hereby certify that I have read and agree to the above terms and conditions of this Service Quote.***

**Inspection Option Requested:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Tammy Gray  
 Inland Sales & Marketing Coordinator  
 Authorized Signature For  
 U.S. Underwater Services, LLC

Printed Name: \_\_\_\_\_  
 City of Kyle  
 Authorized Signature For Agency Or  
 Company Regarding Proposal Above

Date: April 2, 2013

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

***"Deeply Committed To Excellence"***

# Pittsburg Tank & Tower Maintenance Co., Inc. <sup>®</sup>

PAINT•REPAIR•DISMANTLE•INSPECT

SINCE 1919

TANKS RAISED, LOWERED AND MOVED•NEW AND PREOWNED TANKS

P.O. Box 1849 • Henderson, KY 42419-1849 • TEL. (270) 869-9400 • FAX (270) 827-4417

<http://www.watertank.com>

Email: [sales@watertank.com](mailto:sales@watertank.com)

April 5, 2013

Mr. Jason W. Biemer  
Utility Coordinator – SCADA Manager  
City of Kyle Public Works  
520 E. FM 150  
Kyle, TX 78640  
512-262-3024  
512-262-3403 Fax

Jason,

Please find enclosed our proposal to clean out one (1) 750,000 gallon elevated water tank, Post Oak, one (1) 41,000 gallon standpipe, Well 3, one (1) 482,000 gallon ground storage tank, Well 3, one (1) 250,000 gallon ground storage tank, Yarrington, one (1) 500,000 gallon elevated water tank, Well 4 and two (2) 150,000 gallon ground storage tanks, Rebel Road tanks #1 and #2.

Our in-service tank clean outs are performed by a Remotely Controlled Submersible Robot which eliminates the need for lockout/ tag-out procedures, OSHA Confined Space or Commercial Diving Regulations, and water contamination associated with a diver.

Pittsburg has been serving the nation's tank needs for more than ninety years and our fully equipped and experienced crews specialize in all the services listed above in our letterhead. **We are a veteran owned company.**

We will furnish ten million dollars (\$10,000,000) worth of insurance for our mutual protection.

To accept our proposal, just sign and return one (1) copy to our Henderson, Kentucky office.

Respectfully,  
**Pittsburg Tank & Tower Maintenance Co., Inc.**

Hugh McGee  
Municipal Sales  
270-869-9400 Ext. 330  
270-631-0515 Fax  
270-823-3222 Cell  
[hmcgee@pttmco.com](mailto:hmcgee@pttmco.com)

Please visit our web site at [www.watertank.com](http://www.watertank.com)



# Pittsburg Tank & Tower Maintenance Co., Inc. ®

PAINT • REPAIR • DISMANTLE • INSPECT

SINCE 1919

TANKS RAISED, LOWERED AND MOVED • NEW AND PREOWNED TANKS

P.O. Box 1849 • Henderson, KY 42419-1849 • TEL. (270) 869-9400 • FAX (270) 827-4417

http / www.watertank.com

Email sales@watertank.com

DATE: April 5, 2013

TO: City of Kyle Public Works  
520 E. FM 150  
Kyle, TX 78640  
FAX: 512-262-3403

ATTN: Mr. Jason W. Biemer  
Utility Coordinator – SCADA Manager  
PHONE: 512-262-3024

In accordance with the price, terms and conditions listed herein, we propose to furnish the labor, material, equipment and insurance necessary to perform the following to one (1) 750,000 gallon elevated water tank, Post Oak, one (1) 41,000 gallon standpipe, Well 3, one (1) 482,000 gallon ground storage tank, Well 3, one (1) 250,000 gallon ground storage tank, Yarrington, one (1) 500,000 gallon elevated water tank, Well 4 and two (2) 150,000 gallon ground storage tanks, Rebel Road tanks #1 and #2:

Interior in-service clean out of all sediment not to exceed three (3) inches. The interior clean out will be performed using our Remotely Controlled Submersible. Please note, our ROV unit requires, at minimum, either a 30" round or 24" square hatch.

- Debris and sediment will be placed on the ground or in a customer designated drainage area within 50' of the tank base. Customer to provide for the disposal of all debris, sediment and water generated from the robotic cleanout.
- The majority of sediment will be removed from the tank with robotic equipment; however customer understands that 100% removal of sediment and debris cannot be attained without draining the tank.

750,000 gallon elevated water tank, Post Oak, to be completed for the sum of.....	\$5,250.00
41,000 gallon standpipe, Well 3, to be completed for the sum of.....	\$2,000.00
482,000 gallon ground storage tank, Well 3, to be completed for the sum of.....	\$4,050.00
250,000 gallon ground storage tank, Yarrington, to be completed for the sum of.....	\$3,450.00
500,000 gallon elevated water tank, Well 4, to be completed for the sum of.....	\$4,050.00
150,000 gallon ground storage tank, Rebel Road #1, to be completed for the sum of.....	\$3,000.00
150,000 gallon ground storage tank, Rebel Road #2, to be completed for the sum of.....	\$3,000.00

If all seven (7) tanks are completed on the same trip, less 15% from the total.  $\$24,800$

TERMS: 50% with order and Balance Upon Completion

\*MasterCard, Visa and American Express are accepted\*

$\$24,800$   
 $- 3,720$   
total  $\$21,080$

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof. In the event purchaser fails to abide by the terms and conditions of the contract requiring Pittsburg Tank & Tower Maintenance Co, Inc to collect on amounts due and owing, purchaser agrees to pay all attorney fees and all costs incurred by Pittsburg Tank & Tower Maintenance Co, Inc to secure said payments from purchaser.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted: \_\_\_\_\_, 20\_\_\_\_

Respectfully Submitted by:

City of Kyle Public Works

PITTSBURG TANK & TOWER MAINTENANCE CO INC.

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

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

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

Don Johnston, President

Please visit our web site at [www.watertank.com](http://www.watertank.com)

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 7, 2013  
CONTACT CITY DEPARTMENT: Public Works Department  
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT: Authorize award and execution of a Purchase Order to IDS dba TEXAS TANK SERVICES of Tyler, TX, in an amount not to exceed \$6,750.00 for the internal cleaning of the Well #3 standpipe, Well #3 ground storage, Yarrington ground storage, and Rebel Road ground storage #1 and #2 to conform with TCEQ requirements.

Item # 6

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to IDS DBA TEXAS TANK SERVICES will require expenditure of funds from the Public Works Department's approved FY 2012-13 operating budget as follows:

- |                               |   |
|-------------------------------|---|
| 1. City Department:           | Public Works Department                   |
| 2. Project Name:              | Internal Cleaning of Ground Storage Tanks |
| 3. Budget/Accounting Code(s): | 310-820-53143                             |
| 4. Funding Source:            | Water and Wastewater Utility Fund         |
| 5. Current Appropriation:     | \$ 56,720.00                              |
| 6. Unencumbered Balance:      | \$ 42,975.99                              |
| 7. Amount of This Action:     | <u>\$( 6,750.00)</u>                      |
| 8. Remaining Balance:         | <u>\$ 36,225.99</u>                       |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order for the for the internal cleaning of ground storage tanks will be provided from the Public Works Department's approved FY 2012-13 operating budget.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 4/24/2013

Perwez A. Moheet, CPA - Date  
Director of Finance



# CITY OF KYLE, TEXAS

## Service Agreement with Roadway Specialties for Public Works

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

**Subject/Recommendation:** Authorize award and execution of a 3-year service agreement with ROADWAY SPECIALTIES, INC., of Austin, Texas, in an amount not to exceed \$5,000.00 per fiscal year to provide supplies and repair services for damaged guardrails for the Public Works Department. ~  
*Harper Wilder, Director of Public Works*

**Other Information:** By having a 3-year contract for guardrail repairs will enable the City's Public Works Department to quickly repair guardrails damaged due to accidents.

As an example and in support of a contract with Roadway Specialties, Inc., attached are three bids recently obtained by the Public Works Department to complete repairs to a section of the guardrail damaged in an accident at Spring Branch at Burleson Street.

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

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

#### Attachments / click to download

[Fiscal Note](#)

[Price Quotations for Guardrail Repairs](#)

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# Roadway Specialties, Inc.

P.O. Box 90309, Austin, Texas 78709  
512-280-6666 Phone 512-280-6066 Fax  
Certified DBE/HUB

## PROPOSAL

Project: **SPRING BRANCH @ BURLESON** Bid Date: **April 12, 2013**

For: **CITY OF KYLE** Proposal No.: **041338P**

We propose to furnish all labor, materials, equipment and supervision to perform the following scope of work, per plans and specifications, on the above referenced project.

Item	Bid Item Description	Unit	Bid Quantity	Unit Price	Amount
1	MBGF (12GA)(TIM POST)(BLOCK OUT)	LF	62.50	16.35	1,021.88
2	TERMINAL ANCHOR SECTION	EA	2.00	438.00	876.00
TOTAL AMOUNT OF BASE BID:					\$1,897.88

If additional information is needed, please feel free to contact us at (512) 280-6666.

Sincerely,

Lenny Bobrowski

### PLEASE NOTE:

- \* All quantities are estimates - payment will be based on field measurement.
- \* If bond is needed add 2.50% to total and place in mobilization.
- \* Locating underground utilities shall be coordinated through the General Contractor.
- \* Unit prices quoted above are valid for thirty days.

### EXCLUSIONS:

\* QUOTE FOR  
BURLESON & SPRINGBRANCH  
GUARD RAILS

Item # 7

# Roadway Specialties, Inc.

P.O. Box 90309, Austin, Texas 78709  
512-280-6666 Phone 512-280-6066 Fax  
Certified DBE/HUB

- \* All subgrade preparation - removal of sticks, stones, and other debris.
- \* All low fill steel posts. If steel posts are required, they will be billed at \$225.00 each.
- \* All base material, if required, for level-up on guardrail end treatments.
- \* All concrete blockouts, mow strips, grout and/or riprap for guardrail removal and/or installation.
- \* All lane closures, traffic control, and peace officers.
- \* All truck mounted attenuators.
- \* All sales taxes on incorporated materials. Note: should project be taxable GC should provide correct legal address for determination of taxes and request "Separated Proposal".

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# Environmental Safety Services, Inc.

3707 E Hwy 290 #A-100, Dripping Springs, TX 78620  
 (Phone) 512.989.2259 - (Fax) 512.372.9375 stacey@essitx.com

# Install Quote

Proposal # 041344

**\*\* CERTIFIED HUB / DBE / MBE CONTRACTOR \*\***

COA/TXDOT MBE/DBE #: VS0000012711, NCTRCA #: HMMB49674N0712, SCTRCA #: 210109005, HUB #: 1260203041800

**Bid Date: April 17, 2013**

**Project: Spring Branch & Burleson Guardrail Installation**

**Owner: City of Kyle**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
1	Metal Beam Guard Fence, 12 Ga, Wood Post, Blockouts	LF	62.50	\$30.50	\$1,906.25
2	Terminal Anchor Section, 12 Ga	EA	2.00	\$495.00	\$990.00
				<b>TOTAL</b>	<b>\$2,896.25</b>

**Notes:**

- Price is based on one move-in.
- All lane closures and police officers are excluded. ESSI will provide our own signage & flaggers.
- All clearing, topsoil, soil preparation, revegetation, weeding and watering are excluded.
- All layout is excluded.
- General Contractor to provide access and staging area for ESSI materials & equipment.
- All low fill steel posts are excluded. If required, add \$290.00 per each.
- No sales tax is included in above pricing. If exempt, please send an exemption certificate.
  - If taxable, tax will be billed on the cost of materials.
- If bond is required, add 2.5% of contract amount and place in mobilization.
- Pricing is good for thirty (30) days.
- \*\*\*\*\*All bid prices are negotiable.\*\*\*\*\*

Respectfully submitted,

Stacey Reinhart, Estimator/Project Manager

Accepted \_\_\_\_\_

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

Item # 7



P.O. Box 129  
 ATTN: WARREN CHRISTIAN  
 CITY OF KYLE  
 WCHRISTIAN@CITYOFKYLE.COM

Somerset, Texas 78069-0129

Off: (210) 622-3473  
 Fax: (210) 622-3478

DATE April 18, 2013  
 PROJECT NAME: CITY OF KYLE  
 PROJECT# Spring Branch at Burleson

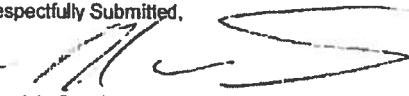
Gentleman,  
 We propose to furnish labor, material, and necessary equipment for the installation of the following items:

BID ITEM	Description	UNIT	QTY	PRICE	TOTAL
	Metal Beam Guard Fence (Tim. Post)	LF	62.5	\$ 25.69	\$ 1,605.63
	Terminal Anchor Anchor	EA	2	\$ 750.00	\$ 1,500.00
<b>TOTAL:</b>					<b>\$3,105.63</b>

**NOTE** Price is for hand mix concrete for Terminals, if readymix is required add 275.00.

**ADDENDUMS NOT INCLUDED IN PRICES UNLESS OTHERWISE NOTED  
 ITEMS DO NOT INCLUDE LOW FILL CULVERT POST, COLD MIX OR 2 SACK MIX AT RIP RAP OR MOW STRIP  
 CONCRETE PADS OR SITE GRADING IF REQUIRED**

- Payment to be made as follows:
- 1 NET ON COMPLETION OR PARTIAL DUE WITHIN 30 DAYS
  - 2 NO RETAINAGE
  - 3 PRICE INCLUDES ALL NECESSARY MOBILIZATIONS

Respectfully Submitted,  
  
 Mauricio Sanclemente  
 President, DFW

ACCEPTED BY:  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINT NAME / DATE



Pervez Moheet <pmoheet@cityofkyle.com>

---

**Fwd: Guardrail Estimates**

1 message

---

Harper Wilder <hwilder@cityofkyle.com>  
To: Pervez Moheet <pmoheet@cityofkyle.com>

Thu, Apr 18, 2013 at 2:01 PM

Pervez, here are the three quotes for the guardrail repairs. I would like to do a three year contract as you suggested, so that I do not have to go to Council each time that this comes up. How do you suggest that I handle this now that we have the quotes.

----- Forwarded message -----  
From: <scanner@cityofkyle.com>  
Date: Thu, Apr 18, 2013 at 2:04 PM  
Subject: Guardrail Estimates  
To: "hwilder@cityofkyle.com" <hwilder@cityofkyle.com>

Item # 7

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: pdf

multifunction device Location: Public Works  
Device Name: XRX\_9C934E020066

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

--

**Harper Wilder**  
Public Works Director

City of Kyle Public Works  
520 E. RR150  
Kyle, Tx. 78640

Off.# 512-262-3024 / ext. 4002  
E-mail: [hwilder@cityofkyle.com](mailto:hwilder@cityofkyle.com)

Please consider the environment before printing this e-mail  
CONFIDENTIALITY NOTICE: This email and attached documents may contain confidential information. All information is intended only for the use of the named recipient. If you are not the named recipient, you are not authorized to read, disclose, copy, distribute or take any action in reliance on the information and any action other than immediate delivery to the named recipient is strictly prohibited. If you have received this email in error do not read the information and please immediately notify sender by telephone to arrange for a return of the original documents. If you are the named

recipient you are not authorized to reveal any of this information to any other unauthorized person. If you did not receive all pages listed or if pages are not legible, please immediately notify sender by phone.

---

 **Guardrail Estimates001.pdf**  
84K

Item # 7

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 7, 2013  
CONTACT CITY DEPARTMENT: Public Works Department  
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT: Authorize award and execution of a 3-year service agreement with ROADWAY SPECIALTIES, INC., of Austin, TX, in an amount not to exceed \$5,000.00 per fiscal year to provide supplies and repair services for damaged guardrails for the Public Works Department.

Item # 7

CURRENT YEAR FISCAL IMPACT:

This service agreement with ROADWAY SPECIALTIES, INC., will require expenditure of funds from the Public Works Department's current and future approved operating budgets. The current fiscal year expenditures in an amount not to exceed \$5,000.00 will be funded as follows:

- |                               |                          |
|-------------------------------|--------------------------|
| 1. City Department:           | Public Works Department  |
| 2. Project Name:              | Guardrail Repair Service |
| 3. Budget/Accounting Code(s): | 110-161-55329            |
| 4. Funding Source:            | General Fund             |
| 5. Current Appropriation:     | \$ 20,000.00             |
| 6. Unencumbered Balance:      | \$ 18,720.00             |
| 7. Amount of This Action:     | <u>\$( 5,000.00)</u>     |
| 8. Remaining Balance:         | <u>\$ 13,720.00</u>      |

FUNDING SOURCE OF THIS ACTION:

The funding source for this service agreement to provide supplies and repair services for damaged guardrails for the current fiscal year will be provided from the Public Works Department's approved FY 2012-13 operating budget.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 4/24/2013

Perwez A. Moheet, CPA - Date  
Director of Finance



# CITY OF KYLE, TEXAS

## Plum Creek Phase 1 Section 6E-3 (Sanders Street) Subdivision Acceptance

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

**Subject/Recommendation:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 6E-3 (SANDERS STREET) 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, P.E., 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 A](#)
- [Exhibit B](#)
- [Exhibit C](#)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 6E-3 (SANDERS STREET) 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 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 Plum Creek Phase 1 Section 6E-3 (Sanders Street). The current maintenance surety is hereby \$323,708.16 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 Plum Creek Phase 1 Section 6E-3 (Sanders Street) 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

April 22, 2012

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

**RE: Plum Creek, Phase 1, Section 6E-3 (Sanders Street)  
FINAL ACCEPTANCE**

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

A final walkthrough was completed on April 2, 2013, and the documented punch list items have been completed for the project. The grading, drainage, water, wastewater 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. 799998P) 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.



April 10, 2013

Mr. Jimmy Haverda  
 City of Kyle  
 100 West Center Street  
 Kyle, Texas 78640

RE: Plum Creek Phase I, Section 6E3 Sanders  
 Engineer's Concurrence Letter

Dear Mr. Haverda:

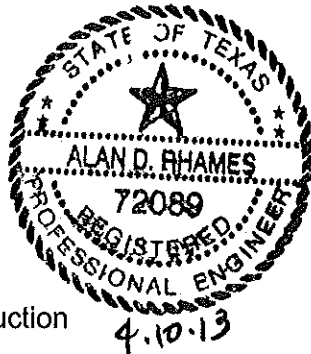
I, the undersigned Professional Engineer in the State of Texas, or my representative, made periodic visits to the above referenced project and observed that the site grading, drainage structures, water and wastewater utilities and streets were constructed in general conformance per the approved plans. The two-year maintenance bond in the amount of \$323,708.16 is attached. Copies of the as-built drawings and digital files will be submitted under separate cover.

Very truly yours,

Axiom Engineers Inc.

A handwritten signature in black ink, appearing to read "Alan D. Rhames".

Alan D. Rhames, P.E.



c.c.: Randy Delgado, Ross Construction  
 David C. Mahn, PCDP, Ltd.

<b>Final Cost and Quantities</b>				
<b>Plum Creek 6E-3 Sanders Construction</b>				
4/4/2013				
Description	Quantity	Unit	Unit Cost	Total Cost
<b>Erosion and Sedimentation Controls</b>				
Stab. Construction Entr.	2	EA	\$1,200.00	\$2,400.00
Revegetation (Salvaged Topsoil and seeding, no watering)	9603	SY	\$1.00	\$9,603.00
Silt Fence	2245	LF	\$2.00	\$4,490.00
Rock Berm	135	LF	\$20.00	\$2,700.00
Inlet Protection	8	EA	\$300.00	\$2,400.00
<b>Total Erosion and Sedimentation Controls</b>				<b>\$21,593.00</b>
<b>Earth Movement</b>				
Road Cut & Fill	1	LS	\$33,366.00	\$33,366.00
<b>Total Earth Movement</b>				<b>\$33,366.00</b>
<b>Paving</b>				
Prep ROW and Clear and Grub	16093	SY	\$2.75	\$44,145.75
Subgrade Preparation	8089	SY	\$2.00	\$16,178.00
15" Flexible Base	8089	SY	\$14.25	\$115,268.25
2" HMAC	6049	SY	\$12.80	\$77,427.20
7" Stamped Concrete	850	SY	\$68.00	\$57,800.00
Curb and Gutter	4530	LF	\$9.00	\$40,770.00
Sidewalk or Cart Path	1485	LF	\$20.00	\$29,700.00
Sidewalk Ramps, Small	4	EA	\$750.00	\$3,000.00
Sidewalk Ramps, Large	8	EA	\$850.00	\$6,800.00
<b>Total Paving</b>				<b>\$391,089.20</b>
<b>Water</b>				
6" Class 350 D.I	51	LF	\$40.00	\$2,040.00
8" C900 DR14 PVC	272	LF	\$35.00	\$9,520.00
5 1/4" Fire Hydrant	3	EA	\$2,700.00	\$8,100.00
6" Gate Valve & Box	3	EA	\$750.00	\$2,250.00
8" Gate Valve & Box	1	EA	\$1,100.00	\$1,100.00
Adjust Valve Box	1	EA	\$350.00	\$350.00
Wet Connection	4	EA	\$1,000.00	\$4,000.00
Single Service	1	EA	\$800.00	\$800.00
Double Service	7	EA	\$900.00	\$6,300.00
Trench Safety	323	EA	\$1.75	\$565.25
<b>Total Water</b>				<b>\$35,025.25</b>
<b>Wastewater</b>				
8" SDR 26 PVC WW	1688	LF	\$42.00	\$70,896.00
16" WW Line Sleeve	70	LF	\$96.00	\$6,720.00
4' WW Manhole	4	EA	\$3,500.00	\$14,000.00
4' WW Drop Manhole	2	EA	\$4,500.00	\$9,000.00
Adjust Manhole	6	EA	\$450.00	\$2,700.00
Coat Manholes	72	VF	\$93.00	\$6,696.00
Single Service 6"	1	EA	\$1,000.00	\$1,000.00
Double Service 6"	7	EA	\$1,100.00	\$7,700.00
Trench Safety	1914	LF	\$2.60	\$4,785.00
<b>Total Wastewater</b>				<b>\$123,497.00</b>
<b>Drainage</b>				
Box Culvert 4 Bbl x 9' X 7'	160	LF	\$350.00	\$56,000.00
Box Culvert Headwalls	2	EA	\$25,300.00	\$50,600.00
Box Culvert Gabion	313	CY	\$175.00	\$54,775.00
24" Team Dry Stack Boulder Headwall	1	EA	\$1,700.00	\$1,700.00
30" Team Dry Stack Boulder Headwall	1	EA	\$2,000.00	\$2,000.00
36" Headwall & Gabion	1	EA	\$4,000.00	\$4,000.00
Box Culvert Headwall Railing	204	LF	\$40.00	\$8,160.00
18" Class III RCP	567	LF	\$40.00	\$22,680.00
24" Class III RCP	235	LF	\$51.00	\$11,985.00
30" Class III RCP	196	LF	\$71.00	\$13,916.00
36" Class III RCP	325	LF	\$86.00	\$27,950.00
10' Type I Inlet	8	EA	\$2,500.00	\$20,000.00
4' x 4' Area Inlet	1	EA	\$3,500.00	\$3,500.00
4' SS MH	5	EA	\$3,000.00	\$15,000.00
Adjust Manhole	5	EA	\$450.00	\$2,250.00
Trench Safety	1322	LF	\$2.00	\$2,644.00
<b>Total Drainage</b>				<b>\$297,160.00</b>
<b>Misc.</b>				
Street/Stop Signs	5	EA	\$425.00	\$2,125.00
Regulatory Signs	23	EA	\$375.00	\$8,625.00
Striping	1	LS	\$8,800.00	\$8,800.00
Barricades	2	EA	\$1,800.00	\$3,600.00
<b>Total Misc.</b>				<b>\$23,150.00</b>
<b>Grand Total</b>				<b>\$924,880.45</b>
			<b>Total Bond Amount (35%)</b>	<b>\$323,708.16</b>

**EXHIBIT B**

**MAINTENANCE BOND**



**INSCO INSURANCE SERVICES, INC.**

Underwriting Manager for:  
Developers Surety and Indemnity Company  
Indemnity Company of California  
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

**MAINTENANCE BOND**

BOND NO. 799998P

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Ross Construction, Inc., as Principal,  
and Developers Surety and Indemnity Company, a corporation organized and doing  
business and under and by virtue of the laws of the State of Iowa and duly  
licensed to conduct surety business in the State of Texas,  
as Surety, are held and firmly bound unto City of Kyle

as Obligee, in the sum of THREE HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED EIGHT  
AND 16/100THS (\$323,708.16) Dollars,  
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,  
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:  
**Plum Creek Section 6E Sanders Street, Drainage and Utility Improvements Including Trench Backfill**

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements  
as described therein for a period of 2 year(s) following final acceptance of said improvements.

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

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal  
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this  
9th day of April, 2013  
Year

Ross Construction, Inc.  
Principal

BY: [Signature]

Developers Surety and Indemnity Company

BY: [Signature]  
John W. Schuler, Attorney-in-Fact



Bond Number: 799998P

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

**\*\*\*Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally\*\*\***

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

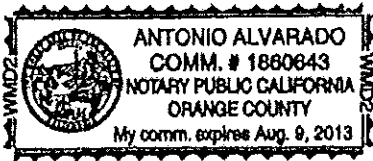
By: *Steve A. Tvedt*  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 9th day of April, 2013.

By: *Gregg Okura*  
Gregg Okura, Assistant Secretary

ID-1438 (Rev. 10/11)

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephoen number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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 Surety 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 IMPORTANCE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa- nias, 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)

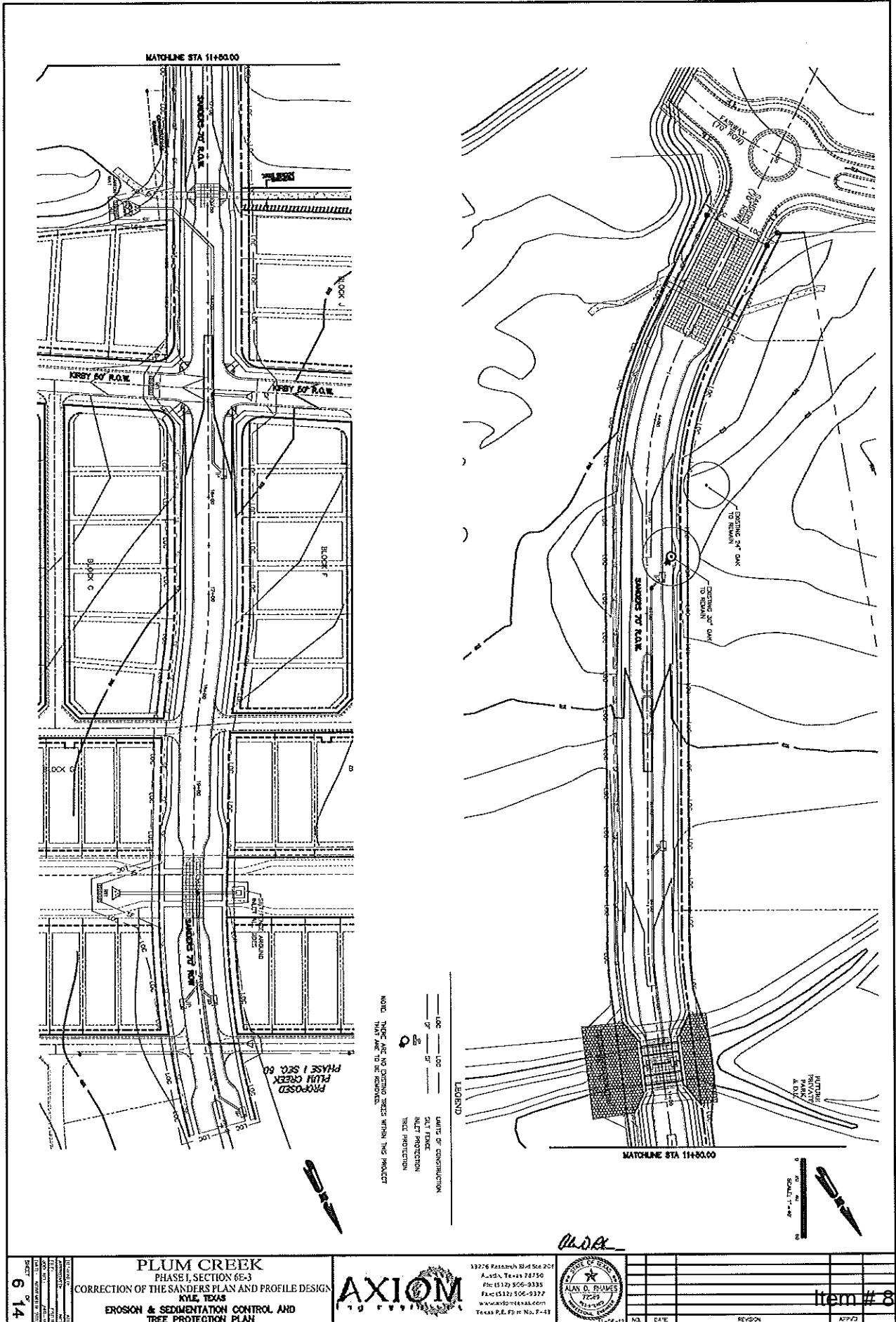
**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comuni- carse con el departamento (TDI).

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



InscO Insurance Services, Inc.  
Underwriting Manager for:  
Developers Surety and Indemnity Company • Indemnity Company of California  
17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.InscODico.com](http://www.InscODico.com)

**EXHIBIT C**  
SUBDIVISION MAP



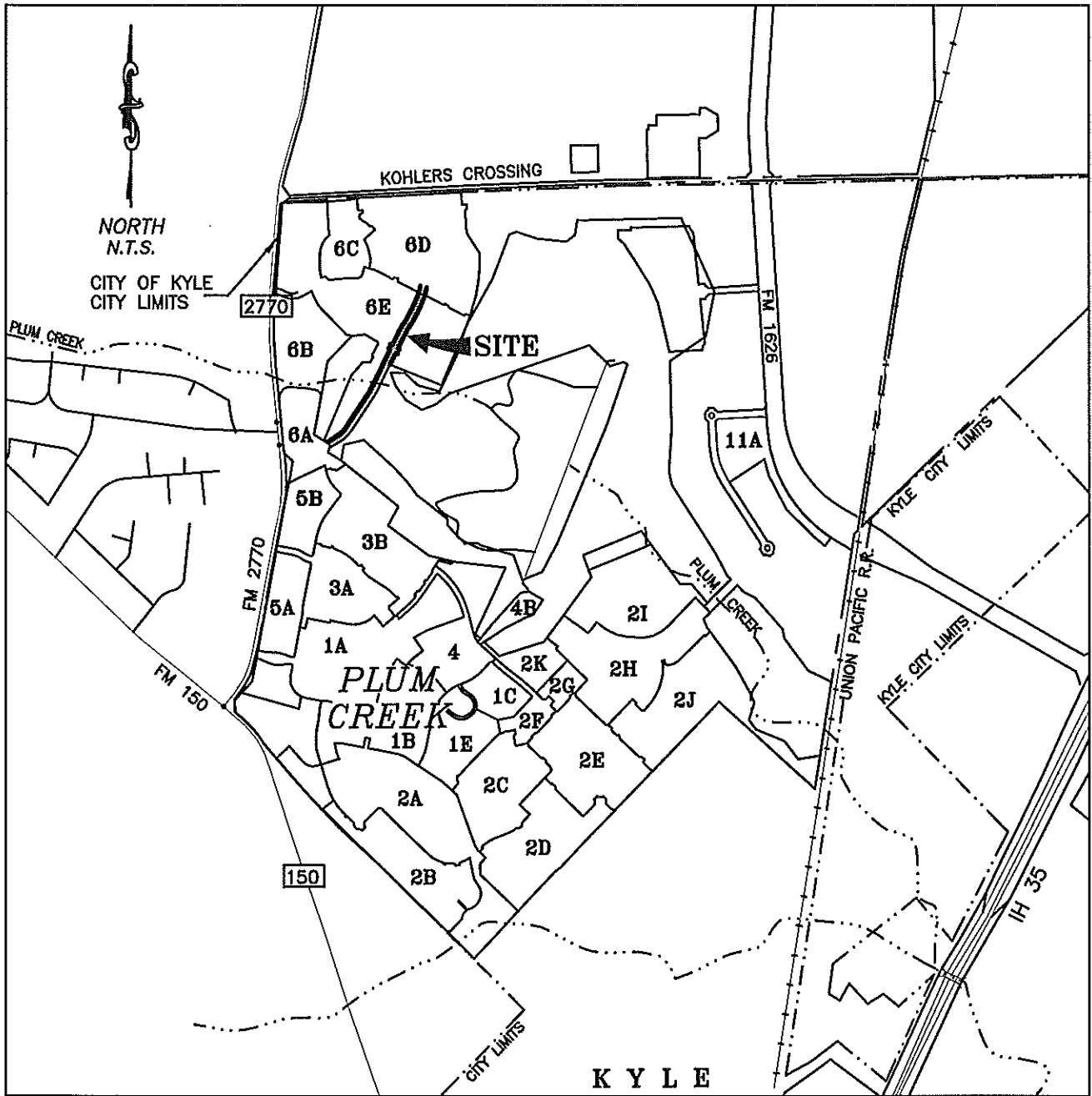
LEGEND

- LOC —
- 5' —
- 10' —
- 20' —
- 30' —
- 40' —
- 50' —
- 60' —
- 70' —
- 80' —
- 90' —
- 100' —
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- 950' —
- 960' —
- 970' —
- 980' —
- 990' —
- 1000' —

NOTE: THERE ARE NO EXISTING TREES WITHIN THIS PROJECT THAT ARE TO BE REMOVED.

*ALOK*

SHEET <b>6</b> OF <b>14</b>	<b>PLUM CREEK</b> PHASE I, SECTION 6E-3 CORRECTION OF THE SANDERS PLAN AND PROFILE DESIGN WYLE, TEXAS <b>EROSION &amp; SEDIMENTATION CONTROL AND TREE PROTECTION PLAN</b>	<b>AXIOM</b> CONSULTANTS	13226 Fairbairn Blvd Ste 207 Dallas, Texas 75250 P: (512) 506-9335 F: (512) 506-9377 www.axiom-texas.com Texas P.E. No. P-43		NO. _____ DATE _____ REVISION _____	87773
	Item # 8					



VICINITY MAP  
NTS



# CITY OF KYLE, TEXAS

## Plum Creek 6E 2-3 Subdivision Acceptance

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

**Subject/Recommendation:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 6E 2-3 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *Steven D. Widacki, P.E., 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 A](#)
- [Exhibit B](#)
- [Exhibit C](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 6E2-3 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**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 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 Plum Creek Phase 1 Section 6E2-3. The current maintenance surety is hereby \$271,632.20 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 Plum Creek Phase 1 Section 6E2-3 are hereby accepted for operation and maintenance.

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

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

April 22, 2012

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

**RE: Plum Creek, Phase 1, Section 6E2-3  
FINAL ACCEPTANCE**

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

A final walkthrough was completed on April 2, 2013, and the documented punch list items have been completed for the project. The grading, drainage, water, wastewater 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. 799999P) has been provided for a period of two (2) years.

Sincerely,

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

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



April 10, 2013

Mr. Jimmy Haverda  
 City of Kyle  
 100 West Center Street  
 Kyle, Texas 78640

RE: Plum Creek Phase I, Section 6E2-3  
 Engineer's Concurrence Letter

Dear Mr. Haverda:

I, the undersigned Professional Engineer in the State of Texas, or my representative, made periodic visits to the above referenced project and observed that the site grading, drainage structures, water and wastewater utilities and streets were constructed in general conformance per the approved plans. The two-year maintenance bond in the amount of \$271,632.20 is attached. Copies of the as-built drawings and digital files will be submitted under separate cover.

Very truly yours,

Axiom Engineers Inc.

A handwritten signature in black ink, appearing to read "Alan D. Rhames".

Alan D. Rhames, P.E.



c.c.: Randy Delgado, Ross Construction 4.10.13  
 David C. Mahn, PCDP, Ltd.

**Final Cost and Quantities  
Plum Creek 6E2-3**

4/4/2013

Description	Quantity	Unit	Unit Cost	Total Cost
<b><i>Erosion and Sedimentation Controls</i></b>				
Stab. Construction Entr.	1	EA	\$900.00	\$900.00
Revegetation	11,960	SY	\$1.50	\$17,940.00
Silt Fence	3217	LF	\$2.00	\$6,434.00
Inlet Protection	10	EA	\$200.00	\$2,000.00
Rock Berm	75	LF	\$20.00	\$1,500.00
<b>Total Erosion and Sedimentation Controls</b>				<b>\$28,774.00</b>
<b><i>Road &amp; Sidewalk</i></b>				
Clear ROW & Cut to Subgrade	11,092	SY	\$2.00	\$22,184.00
Subgrade Prep	6,807	SY	\$2.00	\$13,614.00
Limestone Base	6,807	SY	\$10.00	\$68,070.00
HMAC	3,315	SY	\$12.00	\$39,780.00
Special Paving (Crossings)	170	SY	\$70.00	\$11,900.00
Curb & Gutter	3,397	LF	\$12.00	\$40,764.00
Sidewalk	1127	LF	\$20.00	\$22,540.00
Concrete Valley Gutter	8	EA	\$2,500.00	\$20,000.00
Sidewalk Ramps	25	EA	\$750.00	\$18,750.00
Striping	1	LS	\$3,000.00	\$3,000.00
<b>Total Road &amp; Sidewalk</b>				<b>\$260,602.00</b>
<b><i>Drainage</i></b>				
10' Inlet	8	EA	\$2,500.00	\$20,000.00
15' Inlet	1	EA	\$3,500.00	\$3,500.00
3x3 Grate Inlet	1	EA	\$2,500.00	\$2,500.00
5x5 Area Inlet	1	EA	\$3,000.00	\$3,000.00
18" RCP	263	LF	\$40.00	\$10,520.00
24" RCP	837	LF	\$48.00	\$40,176.00
30" RCP	124	LF	\$65.00	\$8,060.00
SS Manholes	5	EA	\$3,000.00	\$15,000.00
30" Headwalls	2	EA	\$3,500.00	\$7,000.00
Boulder Mats	2	EA	\$2,500.00	\$5,000.00
<b>Total Drainage</b>				<b>\$114,756.00</b>
<b><i>Water &amp; Wastewater</i></b>				
SDR 26 PVC WW 0-12	1667	LF	\$40.00	\$66,680.00
SDR 26 PVC WW 12-16	1008	LF	\$50.00	\$50,400.00
SDR 26 PVC WW 16-20	265	LF	\$60.00	\$15,900.00
WW Manhole	12	EA	\$3,575.00	\$42,900.00
Adjust Manholes	12	EA	\$450.00	\$5,400.00
Coat Manholes	12	EA	\$1,140.00	\$13,680.00
WW Services Single	7	EA	\$1,000.00	\$7,000.00
WW Service Double	24	EA	\$1,200.00	\$28,800.00
8" C900 PVC Water	2040	LF	\$40.00	\$81,600.00
Water Services Single	10	EA	\$750.00	\$7,500.00
Water Service Double	23	EA	\$800.00	\$18,400.00
8" GV&B	6	EA	\$1,300.00	\$7,800.00
6" GV&B	5	EA	\$900.00	\$4,500.00
Adjust Fire Hydrant	1	EA	\$750.00	\$750.00
Adjust Service Corp. Valve Box	19	EA	\$350.00	\$6,650.00
5 - 1/4" Fire Hydrant	4	EA	\$3,500.00	\$14,000.00
<b>Total Water &amp; Wastewater</b>				<b>\$371,960.00</b>
<b>Total Cost</b>				<b>\$776,092.00</b>
<b>Total Bond Amount (35%)</b>				<b>\$271,632.20</b>

Item # 9

**EXHIBIT B**

MAINTENANCE BOND



**INSCO INSURANCE SERVICES, INC.**  
 Underwriting Manager for:  
 Developers Surety and Indemnity Company  
 Indemnity Company of California  
 17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

## MAINTENANCE BOND

BOND NO. 799999P

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Ross Construction, Inc., as Principal,  
 and Developers Surety and Indemnity Company, a corporation organized and doing  
 business and under and by virtue of the laws of the State of Iowa and duly  
 licensed to conduct surety business in the State of Texas,  
 as Surety, are held and firmly bound unto  
 City of Kyle

as Obligee, in the sum of TWO HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED THIRTY-TWO AND  
 20/100THS (\$271,632.20) Dollars,  
 for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,  
 jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:  
**Plum Creek Section 6E2-3 Street, Drainage and Utility Improvements Including Trench Backfill**

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements  
 as described therein for a period of 2 year(s) following final acceptance of said improvements.

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

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal  
 and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this  
9th day of April, 2013  
 Year

Ross Construction, Inc.

Principal

BY: 

Developers Surety and Indemnity Company

BY: 

John W. Schuler, Attorney-in-Fact  
 Item # 9

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

Bond Number: 799999P

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young  
Daniel Young, Senior Vice-President

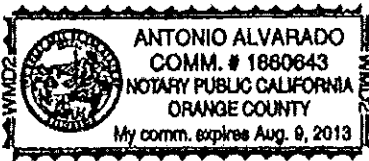
By: Steve A. Tvedt  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Alvarado  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 9th day of April, 2013.

By: Gregg Okura  
Gregg Okura, Assistant Secretary

ID-1438 (Rev. 10/11)

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephoen number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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 Surety 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 IMPORTANCE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-nias, 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 Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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



Insko Insurance Services, Inc.  
Underwriting Manager for:  
Developers Surety and Indemnity Company • Indemnity Company of California  
17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.InscoDico.com](http://www.InscoDico.com)

ID-1404 (TX) (Rev. 5/12)



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

# PLUM CREEK PHASE I, SECTION 6E2-3

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 800 CONGRESS AVENUE, SUITE 6A, AUSTIN, TEXAS 78701, BEING THE OWNER OF THAT CERTAIN 10,100 ACRE TRACT OF LAND IN THE JESSE DAY SURVEY NO. 162, A-152 AND THE HENRY LOLLER SURVEY NO. 19, A-290, HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 65,818 ACRE TRACT OF LAND DESIGNATED AS PARCEL 1, IN VOLUME 7881, PAGE 299, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 10,100 ACRES AS SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS THE PLUM CREEK PHASE I, SECTION 6E2-3 SUBDIVISION TO THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEEDGATE TO THE USE OF THE PUBLIC FOREVER PUBLIC FRONT OF HELLMAN, HERZOG, AND KREY, AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WHEREOF THE SAID PLUM CREEK DEVELOPMENT PARTNERS, LTD., OWNER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS GENERAL PARTNER, BCI PLUM CREEK DEVELOPERS, LTD., THEREUNTO DULY AUTHORIZED, GENERAL PARTNER HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS GENERAL PARTNER, BENCHMARK LAND DEVELOPMENT, INC.

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BY: BCI PLUM CREEK DEVELOPERS, LTD.,  
A TEXAS LIMITED PARTNERSHIP, GENERAL PARTNER  
BY: BENCHMARK LAND DEVELOPMENT, INC.,  
A TEXAS CORPORATION, GENERAL PARTNER  
BY: DAVID C. WARR, VICE PRESIDENT

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, DAVID C. WARR, VICE PRESIDENT OF BENCHMARK LAND DEVELOPMENT, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

BY: \_\_\_\_\_  
NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT, LIZ O. DONAZLES, CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF INSTRUMENT AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012, A.D., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT CABINET \_\_\_\_\_ PAGE(S) \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012, A.D. FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012, A.D.

BY: \_\_\_\_\_  
LIZ O. DONAZLES  
COUNTY CLERK  
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING COMMISSION OF THE CITY OF KYLE HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THE COMMISSION'S APPROVAL IS REQUIRED.

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

THIS PLAT (PLUM CREEK PHASE I, SECTION 6E2-3) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COMMISSION.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

BY: \_\_\_\_\_  
ATTTEST:  
SECRETARY

THIS PLAT (PLUM CREEK PHASE I, SECTION 6E2-3) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

BY: \_\_\_\_\_  
ATTTEST:  
SECRETARY

STATE OF TEXAS  
COUNTY OF TRAVIS

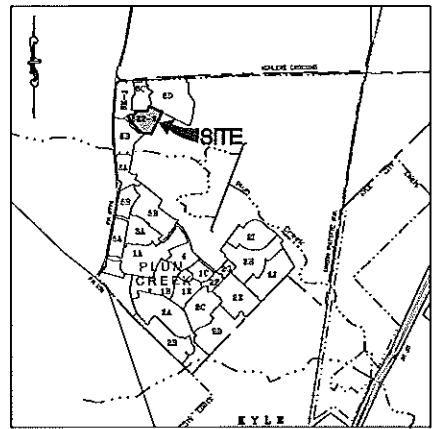
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BY: ALAN D. PHAMES, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 72369 - STATE OF TEXAS  
TEPE FIRM NO. F-43  
ALCOM ENGINEERS INC.  
13218 RESEARCH BLVD., ST. 208  
AUSTIN, TEXAS 78750  
512-506-9335

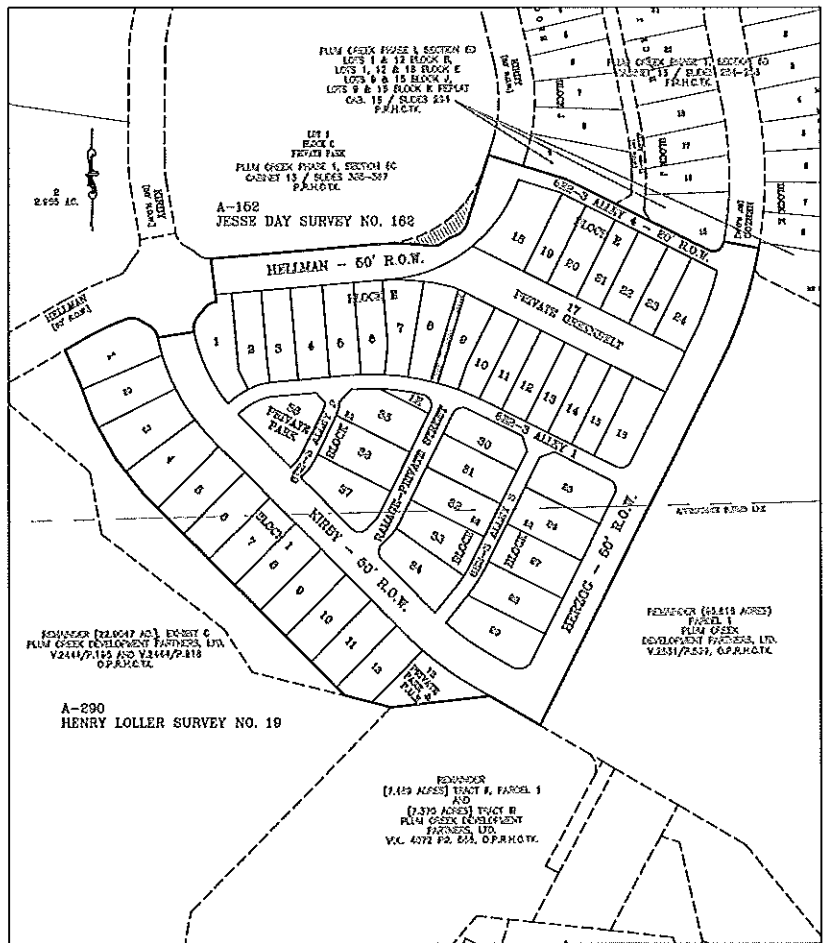
STATE OF TEXAS  
COUNTY OF TRAVIS

I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

BY: JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6742 - STATE OF TEXAS  
LOOMIS PARTNERS  
3101 BEE CAVE RD., SUITE 100  
AUSTIN, TEXAS 78748  
512-327-1150



LOCATION MAP  
NOT TO SCALE



SITE MAP  
NOT TO SCALE

FLOOD NOTE:  
A PORTION OF THIS SUBDIVISION (PLUM CREEK PHASE I, SECTION 6E2-3) IS CONTAINED IN THE 100 YEAR FLOOD ZONE, PER FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS (UNINCORPORATED AREA) COMMUNITY-PANEL NUMBER 48200 0270 F, EFFECTIVE DATE: SEPTEMBER 2, 2005, AS MODIFIED BY APPROVED CLERK CASE NO. 07-06-06688, DATED MARCH 25, 2008.

FILE: H:\SURVEY\PLUM_CRK_PHI\SECTION-6E2-3E\PLATS\6E-2-3(6E2-3) PLUM-6E2-3-PLAT.DWG	DATE: 10-15-2012	DRAWN BY: G.T., K.M.	CREW: CAF, MK
SCALE: 1"=50'	CHECKED BY: J.D.B.	FIG. #:	
JOB #: 680410	DRAWING #: PLUM-6E2-3-PLAT	PLAN #: 1109	
NO.	REVISION	BY	DATE
PLOT DATE: Oct 15, 2012-3:12p			

**LOOMIS PARTNERS**  
ENGINEERING • LAND SURVEYING • ENVIRONMENTAL CONSULTING •  
3101 Bee Cave Road, Suite 100 • Austin, Texas 78746  
(TEL) 512.327.1150 • (FAX) 512.327.4062 • www.loomis-partners.com

SHEET 1 OF 3  
FINAL PLAT  
PLUM CREEK  
PHASE I - SECTION 6E2-3  
HAYS COUNTY, TEXAS

# PLUM CREEK PHASE I, SECTION 6E2-3

## LEGEND

- 1/2" IRON ROD FOUND (U-less Otherwise Noted)
- LAI 1/2" IRON ROD w/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET (U-less Otherwise Noted)
- 1/2" IRON ROD w/ PLASTIC CAP STAMPED "L00665" SET
- △ CALCULATED POINT
- P.U.E. (Public Utility Easement)
- - - L.E. (Landscape Easement)
- LOT & STREET R.O.W. LINE
- EASEMENT LINE
- FEMA FIRM PANEL FLOODPLAIN
- APPROVED CLOVR 100 YEAR FLOODPLAIN
- PED. ESWT. PEDESTRIAN EASEMENT
- D.E. DRAINAGE EASEMENT
- L.E. LANDSCAPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PED X-ING PEDESTRIAN CROSSING
- R.O.W. RIGHT OF WAY
- ( ) RECORD INFORMATION
- [ ] ADJUGER INFORMATION
- D.R.H.C.T.X. DEED RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- CLOVR COGNITIONAL LETTER OF MAP REVISION

### BENCHMARK LIST: -- DATUM -- NAVD83

TEXAS DEPARTMENT OF TRANSPORTATION TYPE 2 MONUMENT FOUND, AT A POINT OF CURVATURE IN THE EAST R.O.W. LINE OF R.M. 2770, AT ENGINEER'S CENTERLINE STATION 258+56.47, 70'-FEET LEFT OF CENTERLINE, ±11.5 FEET EAST OF CONCRETE FLUME, ±30 FEET EAST OF THE EDGE OF ASPHALT ROAD AND ±55 FEET SOUTH OF THE INTERSECTION OF C.R. 171 AND R.M. 2770. ELEVATION = 797.33 FEET

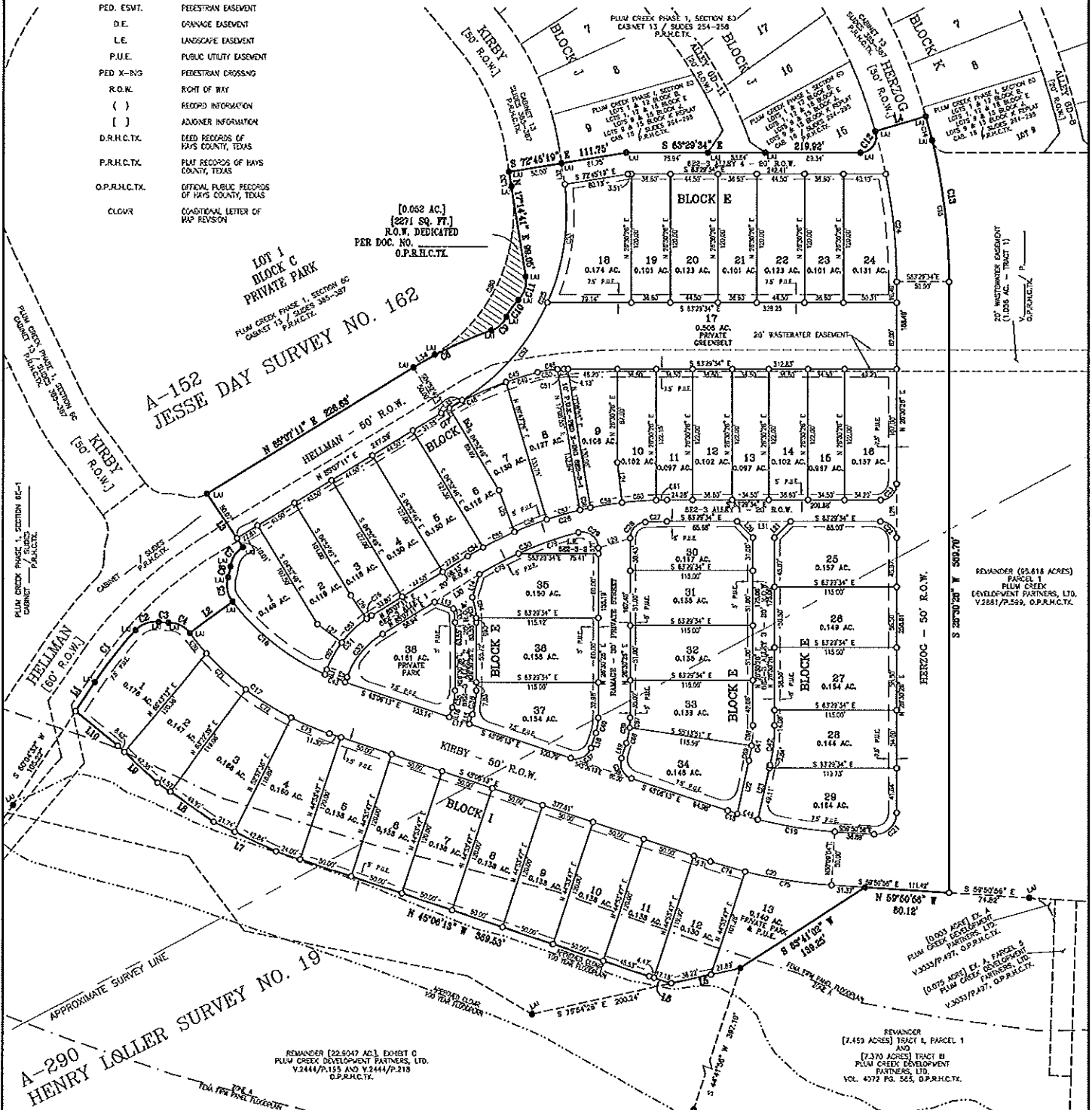
1/2" IRON ROD WITH PLASTIC CAP STAMPED LAI SET ALONG THE EAST R.O.W. LINE OF R.M. 2770, ±7.9 FEET WEST OF A CONCRETE FLUME, ±5 FEET EAST OF THE EDGE OF ASPHALT ROAD AND APPROXIMATELY 625 FEET SOUTH OF THE INTERSECTION OF C.R. 171 AND R.M. 2770. ELEVATION = 791.45 FEET

### BEARING BASIS NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COVERED SCALE FACTOR.
3. THE COVERED SCALE FACTOR FOR THIS PROJECT IS 0.999907.

SEE SHEET 3 FOR LINE AND CURVE TABLES.

0 60 120  
SCALE: 1"=60'  
OCTOBER, 2012  
HAYS COUNTY, TEXAS



FILE: H:\SURVEY\PLUM_CRC_PHI\SECTION-6E-2\BEV\PLATS\6E-2\6E2-3\PLUM-6E2-3-PLAT.DWG	DATE: 10-15-2012	DRAWN BY: G.T. K.W.	CREW: CAF, WK
SCALE: 1"=60'	CHECKED BY: J.D.B.	FR #	
JOB #: 080410	DRAWING #: PLUM-6E2-3-PLAT	PLAN #: 1109	
NO.	REVISION	BY	DATE
PLOT DATE: Oct 15, 2012 - 3:15pm			

**LOOMIS PARTNERS**

ENGINEERING PLAND SURVEYING ENVIRONMENTAL CONSULTING

1101 Bee Cave Road, Suite 103 Austin, Texas 78748  
(TEL) 512.327.1180 (FAX) 512.327.4522 www.loomis-partners.com

SHEET 2 OF 3

**FINAL PLAT**  
**PLUM CREEK**  
**PHASE I - SECTION 6E2-3**  
**HAYS COUNTY, TEXAS**

REMANO (22,607 AC) EXHIBIT C  
PLUM CREEK DEVELOPMENT PARTNERS, LTD.  
V.2444/P-193 AND V.2444/P-218  
O.P.R.H.C.T.X.

REMANO (22,616 ACRES)  
PARCEL 1  
PLUM CREEK  
DEVELOPMENT PARTNERS, LTD.  
V.2381/P-559, O.P.R.H.C.T.X.

REMANO (2,459 ACRES) TRACT 1, PARCEL 1  
(7,370 ACRES) TRACT 3  
PLUM CREEK DEVELOPMENT  
PARTNERS, LTD.  
VOL. 4572 PG. 563, O.P.R.H.C.T.X.

PLAN NO. 1109





# CITY OF KYLE, TEXAS

## Executive Session-Convvene-Aqua

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

**Subject/Recommendation:** Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the case of *Aqua Operations Inc., v. City of Kyle*, filed in Hays County.

**Other Information:**

**Budget Information:**

---

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Executive Session-Convvene-SOS

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

**Subject/Recommendation:** Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the case of *Save Our Springs Alliance, Inc. v. City of Kyle and Barton Springs-Edwards Aquifer Conservation District*

**Other Information:**

**Budget Information:**

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Executive Session-Convvene-Meet and Confer

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

**Subject/Recommendation:** Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the status of Meet and Confer Negotiations with Kyle Police Association.

**Other Information:**

**Budget Information:**

---

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Executive Session-Reconvene-Aqua

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

**Subject/Recommendation:** Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the case of *Aqua Operations Inc., v. City of Kyle*, filed in Hays County.

**Other Information:**

**Budget Information:**

---

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Executive Session-Reconvene-SOS

**Meeting Date: 5/7/2013**

**Date time: 7:00 PM**

**Subject/Recommendation:** Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the case of *Save Our Springs Alliance, Inc. v. City of Kyle and Barton Springs-Edwards Aquifer Conservation District*

**Other Information:**

**Budget Information:**

---

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# CITY OF KYLE, TEXAS

## Executive Session-Reconvene-Meet and Confer

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

**Subject/Recommendation:** Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the status of Meet and Confer Negotiations with Kyle Police Association.

**Other Information:**

**Budget Information:**

---

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# CITY OF KYLE, TEXAS

## Pecan Woods

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

**Subject/Recommendation:** A RESOLUTION OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSIT AND REIMBURSEMENT AGREEMENT WITH WALTON TEXAS, LP FOR A PROPOSED SUBDIVISION TO BE KNOWN AS PECAN WOODS, MADE UP OF 762 ACRES AND LOCATED IN KYLE'S ETJ ~ *Sofia Nelson, Director of Planning*

**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**

- [Reimbursement Agreement](#)
- [Resolution](#)

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSIT AND REIMBURSEMENT AGREEMENT WITH WALTON TEXAS, LP, WALTON PECAN WOODS LP, AND WPW DEVELOPMENT SUB, LP ;**

**WHEREAS**, Walton Texas LP, Walton Pecan Woods LP, and WPW Development Sub LP owns approximately 762 acre tract of land in Kyle's ETJ known as "Pecan Woods" which would be included within the boundaries of a proposed Development Agreement (the "Development Agreement"); and

**WHEREAS**, the Owner has requested that the City enter into the Development Agreement regarding land use, annexation and creation of an infrastructure funding district for the Property; and

**WHEREAS**, the Owner has agreed to advance funds to be used by the City to pay costs and expenses associated with retaining the Consultant to assist the City with assessing the feasibility and desirability of entering into a Development Agreement; and

**WHEREAS**, the parties hereto wish to enter into the Agreement to define the terms and conditions under which funds will be advanced by Owner

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

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

**Section 2. Authorization.** The City Manager is hereby authorized to allow Walton Texas LP, Walton Pecan Woods LP, and WPW Development Sub LP to advance funds to the Manager to be used by the City exclusively to pay costs to retain an attorney to assist the city with assessing the feasibility and desirability of entering into a development agreement with the property owner of the property known as Pecan Woods.

**Section 3. Effective Date.** This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

**Section 4. Open Meetings.** That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

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

**ATTEST:**

**THE CITY OF KYLE, TEXAS**

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

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

**CITY OF KYLE, TEXAS DEPOSIT AND REIMBURSEMENT AGREEMENT  
FOR PECAN WOODS DEVELOPMENT**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2012 by and between the CITY OF KYLE, TEXAS (the "**City**"), and Walton Texas, LP, Walton Pecan Woods, LP and WPW Development Sub, LP. (together the "**Owner**").

WHEREAS, the Owner owns that certain approximately 762 acre tract of land in Kyle's ETJ known as "Pecan Woods" (the "**Property**") which would be included within the boundaries of a proposed Development Agreement (the "**Development Agreement**"); and

WHEREAS, the Owner has requested that the City enter into the Development Agreement regarding land use, annexation and creation of an infrastructure funding district for the Property; and

WHEREAS, the Owner has agreed to advance funds to be used by the City Manager of the City (the "**Manager**") to pay costs and expenses associated with retaining the Consultant (hereinafter defined) to assist the City with assessing the feasibility and desirability of entering into a Development Agreement; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which funds will be advanced by Owner and, used to pay the Consultant.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF FUNDS. The Owner shall advance funds (the "**Funds**") to the Manager as provided in Section 3 hereof, which Funds shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Funds are not advanced in accordance with Section 3 hereof, the City shall not proceed with assessing the feasibility and desirability of entering into a Development Agreement.

SECTION 2. USE OF FUNDS ON DEPOSIT. The City will retain an attorney (the "**Consultant**") to assist the City with assessing the feasibility and desirability of entering into a Development Agreement. The Consultant will be responsible to, and will act as a consultant to, the City in connection with the negotiation of the Development Agreement. The Manager shall use the Funds to pay reasonable costs and expenses of the Consultant that are incidental to or associated with the Development Agreement. The scope of work and terms and conditions of the City's engagement of the Consultant will be set forth in an agreement that the Manager will provide to Owner for review and approval. The Manager shall maintain records of the payment of all costs and keep such records on file and available for inspection and review by the Owner in the Manager's office, and will forward all invoices from the Consultant to Owner for its review and approval prior to paying the same.

SECTION 3. DEPOSITS. The Owner shall deposit with the Manager the amount of

\$1,500.00 within thirty (30) business days after this Agreement is executed and delivered to Owner by the City (the “**Initial Funds**”). If all of the Initial Funds are paid out to the Consultant in accordance with the terms hereof and additional funds are required (“**Additional Funds**” and, together with the Initial Funds the “**Funds**”), then Owner shall deposit such Additional Funds as are reasonably requested by the Manager within thirty (30) days after written notice from the City; provided, however in no event shall the total amount of Funds required hereunder exceed \$4,500.00, without the prior written consent of Owner. The Manager shall cause all Funds received from the Owner to be deposited into a separate interest-bearing account maintained by or at the direction of the Manager. All interest or other amounts earned on Funds in such account shall be held in such account for the payment of project costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If proceedings for approval of the Development Agreement are terminated by Owner by written notice to the City, the Manager shall transfer to the Owner within thirty (30) days after notice of termination, all Funds, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Funds necessary to pay project costs or portions thereof that (i) have been actually incurred prior to the date of termination and (ii) are due and owing as of the date of such termination. If the Development Agreement is approved by the City, then the City shall return any unexpended Funds, and the interest thereon, to Owner.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute the Development Agreement or engage in or consummate the transactions contemplated thereby.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

[Signature Pages to Follow]

Item # 16

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Travis County, Texas, as of the date and year first herein above written.

EXECUTED and ACCEPTED this \_\_\_\_ of \_\_\_\_ 2012.

CITY OF KYLE

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

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

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

Item # 16

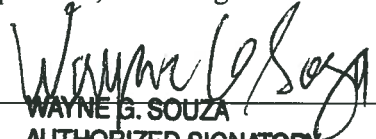


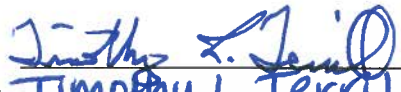
AGREED TO and ACCEPTED this \_\_\_\_ of \_\_\_\_ 2012.

**Walton Texas, LP**, a Texas limited partnership,  
as owner

By: Walton Texas GP, LLC, a Texas limited  
partnership, its General Partner

By: Walton International Group, Inc., a Nevada  
corporation, its Manager

By:   
Name: WAYNE G. SOUZA  
Its: AUTHORIZED SIGNATORY  
Authorized Signatory


By:   
Name: TIMOTHY L. TERRILL  
Its: Authorized Signatory

**WPW Development Sub, LP**, a Delaware limited  
partnership, as owner

By: WPW Development GP, LLC, its General  
Partner

By: Walton Pecan Development Woods, LP, its  
Manager


By: Walton Land Management (USA), Inc., a  
Delaware corporation, its Manager

By:   
Name: TIMOTHY L. TERRILL  
Its: Authorized Signatory

**Walton Pecan Woods, LP**, a Delaware limited  
partnership, as owner

By: WPW GP, LLC, its, General Partner

By: Walton Land Management (USA), Inc., a  
Delaware corporation its, Manager

By:   
Name: TIMOTHY L. TERRILL  
Its: Authorized Signatory

Item # 16



# CITY OF KYLE, TEXAS

## Pie Festival Committee

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

**Subject/Recommendation:** A Resolution of the City of Kyle Establishing a Committee for the Exploration of a Pie Festival; Appointing Members; Defining Roles and Terms; and Related Matters ~ *Samantha LeMense, Council Member District 5*

**Other Information:**

**Budget Information:**

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

Attachments / click to download

[13.04.23 Resolution Establishing Pie Festival Committee](#)

---

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

A RESOLUTION OF THE CITY OF KYLE, TEXAS ESTABLISHING A COMMITTEE FOR THE EXPLORATION OF A PIE FESTIVAL; APPOINTING MEMBERS; DEFINING ROLES AND TERMS; AND RELATED MATTERS

WHEREAS, The City of Kyle is a home-rule municipality with all powers enabled to it by the State Legislature under Chapter 51 of the Local Government Code; AND,

WHEREAS, The City Council is the elected ruling body of the City of Kyle; AND,

WHEREAS, The City Council has shown the desire to explore a possible Pie Festival; AND,

WHEREAS, The City of Kyle has identified the need for a committee to explore, plan and possibly host said Festival; AND,

WHEREAS, The City of Kyle has established all permanent committees by ordinance and wishes for this committee to serve in a temporary capacity; AND,

WHEREAS, The City of Kyle has empowered the Mayor to make special appointments as needed for Ad Hoc committees;

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

- 1) The City hereby forms the Pie Festival committee, to explore the possibility of hosting a Pie Festival.
- 2) The committee shall be comprised of seven citizen members, with no requirements that the members be appointed by district, or at large. All members shall have an equal vote, the Chair of the committee can either be appointed directly by council, or absent this, voted on by members at the first regular meeting.
- 3) The committee shall endeavor to explore the possibility of hosting a Pie Festival in the City of Kyle, and make regular reports to the City Council as to their progress.
- 4) Upon authority of the City of Kyle, the Pie Festival Committee shall host said Festival per the plan provided by the committee.
- 5) The term of this committee shall expire upon the completion of its work, or Dec 31, 2013 which ever is sooner.
- 6) The findings of fact, recitations, and provisions set out in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

**PASSED AND APPROVED THIS** \_\_\_ day of \_\_\_\_\_, 2013,

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
LUCY JOHNSON, MAYOR

ATTEST:

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

DRAFT



# CITY OF KYLE, TEXAS

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

## Authorize Execution of Standard Utility Agreement with Hays County

**Subject/Recommendation:** Authorize Execution of Standard Utility Agreement (SUA) with Hays County for the Relocation of the City of Kyle Utility's affected by the Yarrington Road Bridge Improvements at IH-35 (CCSJ:0016-02-135 & ROW CSJ:0016-02-114). The SUA is proposed to cover City costs for engineering, easement acquisition and construction of Utility Relocation Improvements. The cost of relocation improvement expenses subject to reimbursement to the City is estimated to be \$472,707.00. **Related to Agenda Item No. 13** ~ *Steven Widacki, P.E., City Engineer*

**Other Information:** Hays County (County) as part of their 2008 Road Bond Program is constructing improvements to the Yarrington Road Bridge at IH-35; identified as Project 26 of the County's Program. These improvements affect approximately 1,600 feet of the City's existing 12-inch waterline along Yarrington Road and IH-35, necessitating relocation.

In coordination with City Staff, the County has prepared a draft SUA to cover the City's costs associated with the relocation of the City's affected utility.

The attendant SUA is the mechanism for obtaining reimbursement for performance of the engineering and construction associated with these improvements. Standard practice is to get the SUA in place prior to performance of any work under this contract for which reimbursement will be provided by or through the County. Per the attached SUA, once the City satisfactorily completes the utility relocation contemplated in this SUA, Hays County will pay ninety percent (90%) of eligible costs associated with this relocation. The County will then review the invoice representing one hundred percent (100%) of the claimed costs and make a final payment of reasonable costs associated with the relocation.

All provisions of the SUA must be complied with to receive the full amount of reimbursement. These provisions include: provision for environmental assessment and mitigation; project design(s) in accordance with TxDOT standards, including material specifications; etc.

Council approved award of a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. at their December 20, 2012 meeting to perform the engineering services, including acquisition of <sup>City of Kyle</sup> ~~item~~ # 18 <sup>Cover Memo</sup>

easement rights associated with the project for a not to exceed amount of \$300,000.00. These services include compliance with the terms of the SUA to obtain reimbursement through the County.

City Staff recommends approval and execution of the referenced SUA for the project.

The following documents are attached to provide detailed information:  
Cover Letter for SUA from Hays County dated April 10, 2013  
Standard Utility Agreement (21 pp.)

### **Budget Information:**

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

#### **Attachments / click to download**

 [RCA Attach Hays Co Cvr Ltr SUA](#)

 [Fiscal Note](#)

---



**SHERRI TIBBE**  
Criminal District Attorney  
Hays County Government Center  
712 South Stagecoach Trail, Suite 2057  
San Marcos, Texas 78666  
(512)393-7600 FAX (512)393-7619

April 10, 2013

Steve Widacki  
City of Kyle  
100 W. Center St.  
Kyle TX, 78640

Dear Mr. Widacki,

As we have discussed over the past month, I am writing to provide you with additional information about the prospective relocation of utilities associated with the Yarrington Road project. Per the attached draft Agreement, once the City of Kyle satisfactorily completes the utility relocation contemplated in this Agreement, Hays County will pay ninety percent (90%) of eligible costs associated with that relocation. The County will then review the invoice representing one hundred percent (100%) of the claimed costs and make a final payment of reasonable costs associated with the relocation.

Thank you for your patience and cooperation in this process. Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark D. Kennedy".

Mark D. Kennedy  
Chief – Civil Division  
Hays County Criminal District Attorney  
Hays County, Texas  
512-393-2208  
512-393-2246 Fax

Approved by:

A handwritten signature in blue ink, appearing to read "Debbie Gonzales Ingalsbe".  
Debbie Gonzales Ingalsbe  
Hays County Commissioner Pct. 1

## STANDARD UTILITY AGREEMENT

District: Austin (14)

County: Hays

Federal Project No.: PTF 2013( )

CCSJ: 0016-02-135

Highway: IH 35

ROW CSJ: 0016-02-114

From: 1425 ft North of Yarrington Rd

Highway Project Letting Date: Jul-2013

To: 1340 ft South of Yarrington Rd

This Agreement by and between Hays County, a political subdivision of the State of Texas ("**County**"), and City of Kyle, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, that the State of Texas ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**") and Hays County ("**County**") have executed a Pass Through Financing Agreement between **TxDOT** and the **County** signed on 9/1/2011 stating that the **County** is financially responsible for a utility deemed to be reimbursable within the limits of the highway as indicated above;

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: rerouting approximately 1600 feet of 12" PVC waterline and such work is shown in more detail in **Utility's** plans, specifications and costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

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

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

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, and environmental requirements, and retention of records will be in accordance with Title 23, Code of Federal Regulations, Part 645, Subparts A & B and all other applicable federal and state laws, rules and regulations prior to the commencement of construction.

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



Form ROW-U-43B  
Rev. 3/2004  
Page 2 of 3

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of ~~\$N/A~~ as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by all parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the slated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including and event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Hays-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Hays-U-1A (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I");
10. Utility Joint Use Acknowledgment – ROW-U-JUA (Attachment "E").

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

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Form ROW-U-43B  
Rev. 3/2004  
Page 3 of 3

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

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

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

**UTILITY**

Utility: City of Kyle  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

Harper Wilder  
*Print or Type Name*

Title: Director of Public Works

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

<b>HAYS COUNTY, TEXAS</b>	
Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.	
By: _____	_____
<i>Authorized Signature</i>	<i>Print or Type Name</i>
Title: _____	_____
Date: _____	_____

**TxDOT**

Reviewed By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

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

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

**(Attachment "A")**

**Plans, Specifications, and Estimated Costs**

PROJECT: IH 35 AT YARRINGTON RD WATERLINE RELOCATION					
CLIENT: CITY OF KYLE					
ENGINEER: LOCKWOOD, ANDREWS & NEWNAM, INC.					
12-INCH WATERLINE					
FEASIBILITY COST ESTIMATE					
2/22/2013					
ITEM DESCRIPTION		UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>EROSION AND SEDIMENTATION CONTROL</b>					
1	PREPARING RIGHT-OF-WAY	LS	1	\$2,500.00	\$2,500.00
2	CLEARING &	LS	1	\$3,000.00	\$3,000.00
3	STABILIZED CONSTRUCTION	EA	1	\$2,500.00	\$2,500.00
4	SILT FENCE	LF	1,600	\$3.00	\$4,800.00
<b>SUBTOTAL</b>					<b>\$12,800.00</b>
<b>12" WATER LINE</b>					
1	TRENCH SAFETY	LF	1,600	\$5.00	\$8,000.00
2	PIPE, 12" DIA, PVC DR-14, Including Backfill and Excavation	LF	1,600	\$95.00	\$152,000.00
3	12" GATE VALVE, DI AWWA C-515	EA	2	\$2,500.00	\$5,000.00
4	12" DI Fittings	TON	2.7	\$2,500.00	\$6,750.00
5	WET CONNECTION, 12" x 12"	EA	2	\$4,000.00	\$8,000.00
6	FIRE HYDRANT (Flushing)	EA	1	\$3,000.00	\$3,000.00
7	CIP PROJECT SIGN	EA	1	\$500.00	\$500.00
8	REVEGETATION	SY	3,556	\$5.00	\$17,780.00
<b>SUBTOTAL</b>					<b>\$201,030.00</b>
<b>PROJECT SUBTOTAL</b>					<b>\$213,830.00</b>
MOBILIZATION (10%) (PRIME CONTRACTOR)		LS	1	\$21,383.00	\$21,383.00
<b>TOTAL COST</b>					<b>\$235,213.00</b>
CONTINGENCY (20%)				\$47,043.00	\$47,043.00
<b>TOTAL COST &amp; CONTINGENCY</b>					<b>\$282,256.00</b>
<b>ENGINEERING COSTS</b>					
20% OF CONSTRUCTION COST					\$56,451.00
<b>EASEMENT COSTS</b>					
20' WIDE EASEMENT ON IH 35		SF	15,000	\$4.00	\$60,000.00
20' WIDE EASEMENT ON YARRINGTON RD		SF	18,500	\$4.00	\$74,000.00
<b>SUBTOTAL</b>					<b>\$134,000.00</b>
<b>TOTAL COST FOR RELOCATION</b>					<b>\$472,707.00</b>

**(Attachment “B”)**  
**Utility’s Accounting Method**

**Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and

The utility proposes to request reimbursement for actual direct and related indirect costs.

**Lump Sum Method of Accounting**

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

**(Attachment “C”)**

**Utility’s Schedule of Work and  
Estimated Date of Completion**

**Start Date: 8/15/2013**

**Estimated Duration: 60 days**

**Completion Date: 10/15/2013**

**(Attachment "D")**

**Statement Covering Contract Work**

**ROW – U – 48**



Form ROW-U-48  
Rev. 12/2004  
Replaces Form D-15-48  
GSD-EPC  
Page 1 of 1

**STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK**  
(AS APPEARING IN ESTIMATE)

U-No.

District: Austin (14)

County: Hays

Federal Project No.: PTF 2013( )

ROW CSJ No.: 0016-02-114

Highway No.: IH 35

I, Harper Wilder, a duly authorized and qualified representative of City of Kyle, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
- 1.
  - 2.
  - 3.
  - 4.
  - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**(Attachment “E”)**

**Utility Joint Use Acknowledgment  
ROW - U – JUA or TxDOT Permit**



## UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

Form ROW-U-JUAA  
(Rev. 06/12)  
Page 1 of 2

U-Number: \_\_\_\_\_

ROW CSJ: 0016-02-114	County: <u>Hays</u>
District: <u>Austin (14)</u>	Highway: <u>IH 35</u>
Federal Project No.: <u>PTF 2013( )</u>	From: <u>1425 ft North of Yarrington Rd</u>
Projected Highway Letting Date: <u>07/09/13</u>	To: <u>1340 ft South of Yarrington Rd</u>

**WHEREAS**, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

**WHEREAS**, the City of Kyle, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial	Date	Initial	Date
TxDOT		Utility	

\*JUAA\*  
Item # 18

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

**Participation in actual costs incurred by the Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

**Utility** will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

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

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

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

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**UTILITY**

Utility: City of Kyle  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

Harper Wilder  
*Print or Type Name*

Title: Director of Public Works

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

**EXECUTION RECOMMENDED:**

\_\_\_\_\_  
District Engineer, District

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Director, Right of Way Division

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

\_\_\_\_\_  
Initial Date  
TxDOT

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

## **(Attachment “F”)**

### **Eligibility Ratio**

**On state and Local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest. Eligibility is established at 100%.**

#### **Example:**

<b>Existing pipe in private easement</b>	<b>1600 ft</b>
<b>Existing pipe in proposed ROW</b>	<b>0 ft</b>
<b>Eligible for reimbursement</b>	<b>100%</b>

**(Attachment "G")**

**Betterment Calculation and Estimates**

**Betterment does not exist in this agreement.**

**(Attachment “H”)**

**Proof of Property Interest  
ROW-U-1A, ROW-U-1B, or ROW-U-1C**

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible costs.

## ATTACHMENT "I"

(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH 35 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: City of Kyle  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

Harper Wilder  
*Print or Type Name*

Title: Director of Public Works

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

**SIGNATURE AUTHORITY**

U-No.

District: Austin  
Federal Project No.: PTF 2013( )  
ROW CSJ No.: 0016-02-114

County: Hays  
Highway No.: IH 35  
Contract No.: 0016-02-135

**WHEREAS**, City of Kyle, hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the State of Texas, whereby the Texas Department of Transportation will cause the relocation of various facilities operated by City of Kyle Public Works, which are in conflict with the Texas Department of Transportation's proposed improvements on IH 35 from 1425 ft North of Yarrington Rd to 1340 ft South of Yarrington Rd.

**NOW THEREFORE**, be it resolved by the above named **Owner** that Harper Wilder, Director of Public Works or his successor, is hereby authorized and directed to sign the utility agreement or any other necessary documents required to complete the utility relocation on behalf of the above named **Owner**.

Passed, approved, and adopted this        day of        , 20        .

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**ATTEST:**

**Owner:** \_\_\_\_\_  
Utility Name

**By:** \_\_\_\_\_  
Authorized Signature

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

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

---

---

**Acknowledgement**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public's Signature





Form ROW-U-AdjCheck  
Rev. 3/2004  
GSD-EPC  
Page 1 of 4

### UTILITY ADJUSTMENT CHECKLIST

(to be included with submittal)

District: Austin (14) U-No.: Date Review Started (in District): (in Division):

Utility Name: City of Kyle

County: Hays (Check one:) Actual Cost  Lump Sum

ROW CSJ No.: 0016-02-114 Construction CSJ No.: 0016-02-135

Federal-Aid ROW Project No. (if Federal-aid in ROW): PTF 2013( )

Contract No. (if applicable):

LPA(s) (if applicable; if multiple LPAs, give % allocation to each, totaling 100%): N/A

Highway No. & Limits (include station numbers): IH 35, N of Yarrington Rd (Sta 1271+71.86) to S of Yarrington Rd (Sta 1299+36.58)

---

Description of Work: Replace Bridge and Approaches

Estimated Total Adjustment Costs:	\$ 472,707.00	
Estimated Betterment (in dollars and calculated %):	\$ 0.00	0%
Estimated Accrued Depreciation:	\$	
Estimated Salvage (in dollars):	\$	
Recommended Eligibility Ratio (calculated and supported %):	\$ 472,707.00	100.00%%
Estimated Amount of State Cost Participation (total of above):	\$ 472,707.00	
Allocate to FY(s) in which these costs are anticipated:	FY 2013	Amount \$
	FY 2014	Amount \$472,707.00
	FY 2015	Amount \$
	FY 2016	Amount \$

---

Highway Construction Project Letting Date: July, 2013

ROW Project Release Date OR Early Release for Utilities Date: May 31, 2013

Alternate Procedure Approval Date (if applicable):

Date of Eligibility (if applicable):

Start Date of Adjustment Field Work: August 15, 2013

Duration of Adjustment Field Work (number of days): 60

---

Submission Type: SUP  FUP  LUP  100% State  PASS

Other: (specify)

Noteworthy Issues/Items:

1. Approved & current ROW Map on file with ROW Division?  
Yes  No  N/A
2. Is utility adjustment within ROW Project limits or DIRECTLY related to work required within ROW Project limits?  
Yes  No  N/A
3. Where necessary for a complete understanding, are there explanations, clarifications included in the transmittal? Yes  No  N/A
4. Correct number of copies for agreement (4) and billing (2) submitted?  
Yes  No  N/A
5. Alternate Procedure approval obtained where there is Federal-Aid in ROW/Utilities?  
Yes  No  N/A
6. Local funding secured from LPA where necessary?  
Yes  No  N/A
7. Utility consultant engineering contract reviewed and approved by District (if applicable)?  
Yes  No  N/A
8. All forms submitted are completed and correct for the situation/circumstance?  
(all entry fields populated, force account or contracted work [open advertise low bid, pre-qualified low bid, existing continuing contract, box D with explanation])  
Yes  No  N/A
9. Signatory authority vested in utility representative signing forms if other than officer level?  
Yes  No  N/A
10. Corporate succession documented for property interest "chain of ownership"?  
Yes  No  N/A
11. Plans folded so as to fit into 8.5" x 11" file?  
Yes  No  N/A
12. Proof of property or compensable interest ownership by utility established where applicable?  
Yes  No  N/A
13. Is the estimate/bill properly and adequately itemized and detailed?  
Yes  No  N/A
14. Replacement utility ROW charges justified and supported?  
Yes  No  N/A
15. Information on plans sufficient and adequate to:
  - a. determine necessity and justification of proposed work?  
Yes  No  N/A
  - b. demonstrate Utility Accommodation Policy compliance?  
Yes  No  N/A
  - c. indicate highway stationing and affected parcels, offsets from centerline, edge of pavement or ROW lines?  
Yes  No  N/A
  - d. provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?  
Yes  No  N/A
16. Project or vicinity plat provided where needed to understand aspects pertinent to proposed work?  
Yes  No  N/A
17. Backfill requirements met?  
Yes  No  N/A
18. Schedule of work provided by/required of utility company if large, complex adjustment?  
Yes  No  N/A
19. Estimate compared and reconciled to plans and statement of work in agreement?  
Yes  No  N/A

20. Eligibility ratio calculated and recommended?  
Yes  No  N/A
21. Betterment credit applicable?  
Yes  No  N/A   
If yes, is credit calculated and applied properly?  
Yes  No  N/A
22. Accrued Depreciation credit applicable?  
Yes  No  N/A   
If yes, is credit calculated and applied properly?  
Yes  No  N/A
23. Salvage credit applicable?  
Yes  No  N/A   
If yes, is credit applied properly?  
Yes  No  N/A
24. Adequate unencumbered ROW project funds available?  
Yes  No  N/A
25. Overheads and loadings checked for reasonableness?  
Yes  No  N/A
26. Estimate extensions checked?  
Yes  No  N/A
27. Bill extensions checked?  
Yes  No  N/A
28. Correct & recorded Quitclaim submitted if required?  
Yes  No  N/A
29. Beginning and ending dates of work included with final billing?  
Yes  No  N/A
30. Costs incurred after:
- ROW project release date?  
Yes  No  N/A
  - Alternate Procedure approval date?  
Yes  No  N/A
  - Date of eligibility?  
Yes  No  N/A
  - Date of Agreement Assembly approval?  
Yes  No  N/A
  - County Judge/County Commissioners Work Order date?  
Yes  No  N/A
31. Bill compared and reconciled to approved agreement, estimate and plans?  
Yes  No  N/A
32. Conditions applied to agreement assembly at time of approval have been addressed by time of final billing?  
Yes  No  N/A
33. Inspectors diary used to verify charges on bill?  
Yes  No  N/A
34. Utility contractor's continuing contract with rate schedule used to verify charges on bill?  
Yes  No  N/A
35. Correct payee number and mail code used on Form 132?  
Yes  No  N/A
36. Amount of Form 132 agrees with utility invoice and supporting data?  
Yes  No  N/A

37. Name on Form 132 agrees with name on approved agreement assembly?  
Yes  No  N/A
38. "Final" or "Partial" wording appears on Form 132?  
Yes  No  N/A
39. Location of records for auditing and mailing purposes shown?  
Yes  No  N/A
40. Database entries made (ROW Division only)?  
Yes  No  N/A
41. Significant/major changes to approved scope of work explained and justified by time of final billing?  
Yes  No  N/A
42. DETAILED & ITEMIZED estimate and matching plans provided if using Lump Sum method?  
Yes  No  N/A
43. ROW map noted/annotated (ROW Division only)?  
Yes  No  N/A

Comments:

**ATTESTED TO BY:**

\_\_\_\_\_  
Lorena Echeverria de Misi, P.E., Director of TP&D

\_\_\_\_\_  
Date

City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 7, 2013  
CONTACT CITY DEPARTMENT: Financial Services  
CONTACT CITY STAFF: Perwez A. Moheet, CPA  
Director of Finance

SUBJECT: Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

Item # 18

CURRENT YEAR FISCAL IMPACT:

The Standard Utility Agreement between the City of Kyle and the Hays County also being considered during the May 7, 2013 City Council meeting, if approved by City Council and the Hays County Commissioners' Court, requires that the City of Kyle incur all costs associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington improvement project.

Per the agreement, after satisfactory completion of the project, the City would receive reimbursement from the County for relocation costs that may be eligible for County participation. The County will reimburse up to 90 percent of eligible costs and the remaining 10 percent of eligible costs after an audit to be completed by the County Auditor.

Under this agreement, the City will be required to incur all cash outlay for project specific expenditures including engineering, design, easement acquisition services, and construction estimated not to exceed \$472,707.00. The City Engineer anticipates receiving reimbursement from Hays County to recoup all cash outlay made by the City of Kyle for expenditures associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

- |                           |   |
|---------------------------|---|
| 1. City Department:       | Engineering   |
| 2. Project Name:          | Water Utility Relocation for the IH-35 at Yarrington Road Improvement Project |
| 3. Funding Source:        | Water & Wastewater Utility Fund   |
| 4. Fund Balance:          | \$ 2,600,196.00 As of 3/31/2013 (Unaudited)                                   |
| 5. Amount of This Action: | <u>\$ (472,707.00)</u>  |
| 6. Remaining Balance:     | <u>\$ 2,127,489.00</u>  |

7. Budget/Accounting Code(s):	310-820-58117	Transfer-Out to CIP
	331-462-42621	Revenue Water CIP Fund
	331-841-57313	Eng Svcs Water CIP Fund
	331-841-57211	Construction Water CIP Fund

**FUNDING SOURCE OF THIS ACTION:**


The source of funds for this budget amendment is from the Fund Balance of the City's Water and Wastewater Utility Fund 310.

It is important to note that should the interlocal agreement with Hays County, which is planned for City Council's authorization in the future, fails to provide for the City to be reimbursed 100 percent for all funds advanced for this project or should the City fail to fully comply with the terms and conditions of the interlocal agreement with Hays County, the City will be responsible for paying for all of the expenditures incurred to the extent not reimbursed by the County.

Under such circumstances, all project expenditures that is not reimbursed by Hays County will cause for an immediate water utility rate increase. As an alternative, the City Council could direct that all non reimbursed amounts be paid from the City's General Fund in which case, an adverse impact on the City's property tax rate will result.

**ADDITIONAL INFORMATION/COUNCIL ACTION:**

On December 20, 2012, in a special meeting the City Council approved a professional services agreement with Lockwood, Andrews, & Newman, Inc., for a not to exceed amount of \$300,000.00 to perform engineering services, including acquisition of easement rights, associated with the relocation of the City of Kyle utilities impacted by the IH-35 at Yarrington Road improvements project (TxDOT CSJ 00116-02-135).

 4/24/2013  
 \_\_\_\_\_  
 Pervez A. Moheet, CPA                      -                      Date  
 Director of Finance

Item # 18



# CITY OF KYLE, TEXAS

## \$472,707.00 Budget Amendment for Engineering Dept

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

**Subject/Recommendation:**

*(First Reading)* Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project. **Related to Agenda Item No. 12** ~ *Perwez A. Moheet, CPA, Director of Finance*

**Other Information:**

The source of funds for this budget amendment is from the Fund Balance of the City's Water and Wastewater Utility Fund 310. Please refer to the attached Fiscal Note for additional details.

The Standard Utility Agreement between the City of Kyle and the Hays County also being considered during today's (5/7/2013) City Council meeting, if approved by City Council and the Hays County Commissioners' Court, requires that the City of Kyle incur all costs associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington improvement project.

Per the agreement, after satisfactory completion of the project, the City would receive reimbursement from the County for relocation costs that may be eligible for County participation. The County will reimburse up to 90 percent of eligible costs and the remaining 10 percent of eligible costs after an audit to be completed by the County Auditor.

Under this agreement, the City will be required to incur all cash outlay for project specific expenditures including engineering, design, easement acquisition services, and construction estimated not to exceed \$472,707.00. The City Engineer anticipates receiving reimbursement from Hays County to recoup all cash outlay made by the City of Kyle for expenditures associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

The Standard Utility Agreement between the City of Kyle and the Hays County establishes the plans, specifications, terms and conditions, and the maximum amounts that the City will be reimbursed for this project.

Cover Memo

It is important to note that should the City of Kyle incur costs associated with this project that is considered ineligible for reimbursement by Hays County or should the City fail to fully comply with the terms and conditions of the agreement with Hays County, the City assumes complete risk of paying for all of the expenditures incurred to the extent not reimbursed by the County.

Under such circumstances, all project expenditures that is not reimbursed by Hays County will cause for an immediate water utility rate increase. As an alternative, the City Council could direct that all non reimbursed amounts be paid from the City's General Fund in which case, an adverse impact on the City's property tax rate will result.

At a special called meeting on December 20, 2012, the City Council approved a professional services agreement with Lockwood, Andrews, & Newman, Inc., for a not to exceed amount of \$300,000.00 to perform engineering services, including acquisition of easement rights, associated with the relocation of the City of Kyle utilities impacted by the IH-35 at Yarrington Road improvements project (TxDOT CSJ 00116-02-135).

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

---

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

**Attachments / click to download**

- [📄 Ordinance for Budget Amendment](#)
  - [📄 Fiscal Note](#)
  - [📄 Agreement with Hays County](#)
-



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

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 708 ADOPTED ON SEPTEMBER 5, 2012 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR THE WATER UTILITY CIP FUND 331 BY APPROPRIATING \$472,707.00 FROM THE FUND BALANCE OF THE CITY'S WATER AND WASTEWATER UTILITY FUND 310 TO PROVIDE FUNDING FOR THE PAYMENT OF EXPENDITURES TO BE INCURRED FOR THE RELOCATION OF THE EXISTING 12-INCH WATER LINE IMPACTED BY THE IH-35 AT YARRINGTON ROAD IMPROVEMENT PROJECT.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE:

**Section 1.0 Amendment to Current Budget.** That the appropriations for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013, for the support of the general government of the City of Kyle, Texas, be amended for said term by increasing the amount of appropriations for the Water Utility CIP Fund 331 from the Fund Balance of the City's Water and Wastewater Utility Fund 310 to provide adequate funding for the payment of expenditures to be incurred for the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

**Section 2.0 Approval of Amendment.** That the amendment, as shown in words and figures above, is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

**Section 3.0 Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4.0 Open Meetings.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, LGC.

**Section 5.0 Effective Date.** This Ordinance shall be in full force and effect from and after the date of its final passage and adoption in accordance with the provisions of applicable state law and the City Charter.

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

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

**THE CITY OF KYLE, TEXAS**

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

**ATTEST:**

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



**SHERRI TIBBE**  
Criminal District Attorney  
Hays County Government Center  
712 South Stagecoach Trail, Suite 2057  
San Marcos, Texas 78666  
(512)393-7600 FAX (512)393-7619

April 10, 2013

Steve Widacki  
City of Kyle  
100 W. Center St.  
Kyle TX, 78640

Dear Mr. Widacki,

As we have discussed over the past month, I am writing to provide you with additional information about the prospective relocation of utilities associated with the Yarrington Road project. Per the attached draft Agreement, once the City of Kyle satisfactorily completes the utility relocation contemplated in this Agreement, Hays County will pay ninety percent (90%) of eligible costs associated with that relocation. The County will then review the invoice representing one hundred percent (100%) of the claimed costs and make a final payment of reasonable costs associated with the relocation.

Thank you for your patience and cooperation in this process. Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark D. Kennedy".

Mark D. Kennedy  
Chief – Civil Division  
Hays County Criminal District Attorney  
Hays County, Texas  
512-393-2208  
512-393-2246 Fax

Approved by:

A handwritten signature in blue ink, appearing to read "Debbie Gonzales Ingalsbe".  
Debbie Gonzales Ingalsbe  
Hays County Commissioner Pct. 1

## STANDARD UTILITY AGREEMENT

District: Austin (14)

County: Hays

Federal Project No.: PTF 2013( )

CCSJ: 0016-02-135

Highway: IH 35

ROW CSJ: 0016-02-114

From: 1425 ft North of Yarrington Rd

Highway Project Letting Date: Jul-2013

To: 1340 ft South of Yarrington Rd

This Agreement by and between Hays County, a political subdivision of the State of Texas ("**County**"), and City of Kyle, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, that the State of Texas ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**") and Hays County ("**County**") have executed a Pass Through Financing Agreement between **TxDOT** and the **County** signed on 9/1/2011 stating that the **County** is financially responsible for a utility deemed to be reimbursable within the limits of the highway as indicated above;

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: rerouting approximately 1600 feet of 12" PVC waterline and such work is shown in more detail in **Utility's** plans, specifications and costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

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

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

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, and environmental requirements, and retention of records will be in accordance with Title 23, Code of Federal Regulations, Part 645, Subparts A & B and all other applicable federal and state laws, rules and regulations prior to the commencement of construction.

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

Form ROW-U-43B  
Rev. 3/2004  
Page 2 of 3

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of ~~\$N/A~~ as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by all parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the slated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including and event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Hays-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Hays-U-1A (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I");
10. Utility Joint Use Acknowledgment – ROW-U-JUA (Attachment "E").

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

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Form ROW-U-43B  
Rev. 3/2004  
Page 3 of 3

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

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

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

**UTILITY**

Utility: City of Kyle  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

Harper Wilder  
*Print or Type Name*

Title: Director of Public Works

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

<b>HAYS COUNTY, TEXAS</b>	
Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.	
By: _____	_____
	<i>Authorized Signature</i>
	_____
	<i>Print or Type Name</i>
Title: _____	
Date: _____	

**TxDOT**

Reviewed By: \_\_\_\_\_  
*Authorized Signature*

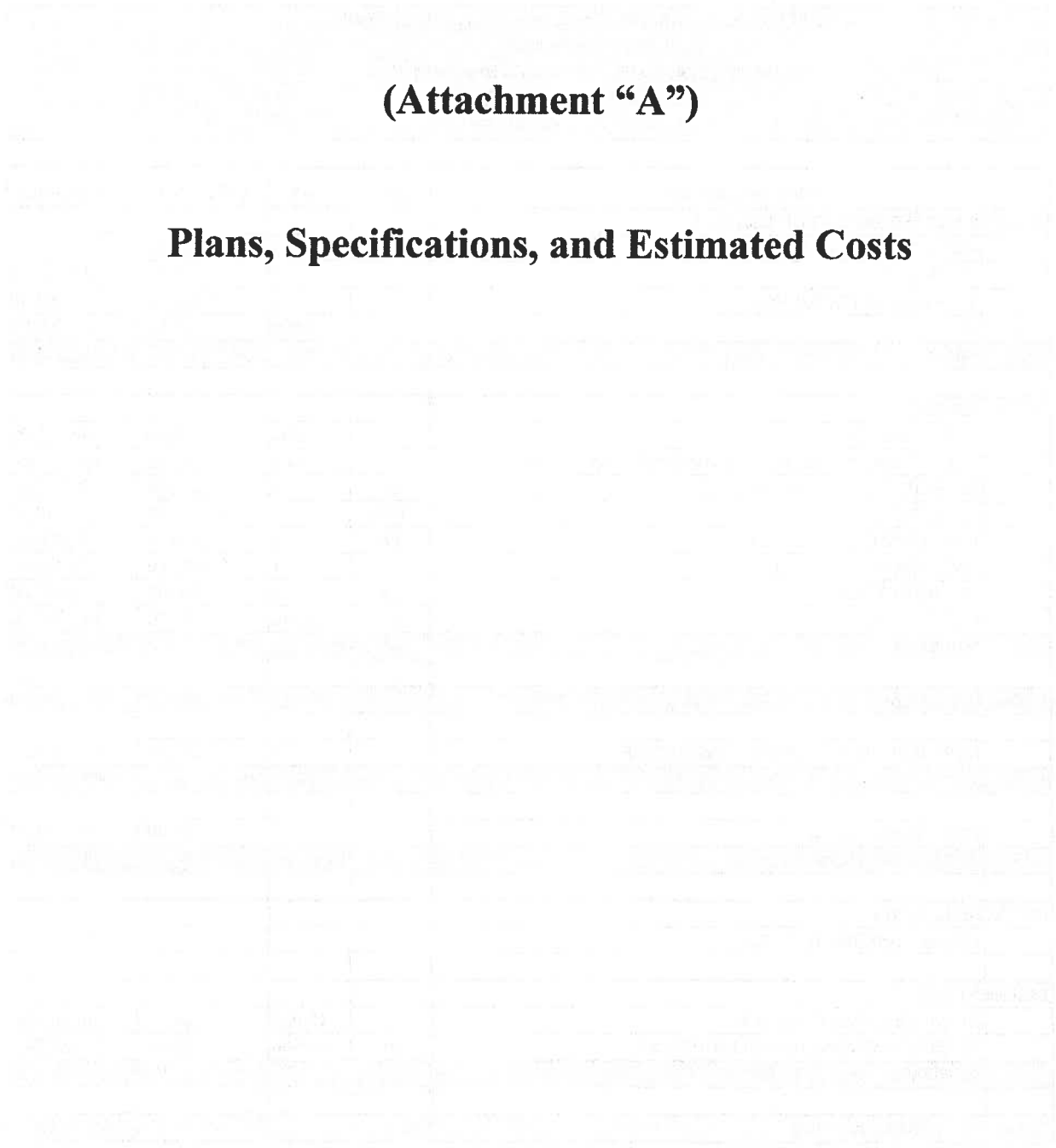
\_\_\_\_\_  
*Print or Type Name*

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

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

**(Attachment "A")**

**Plans, Specifications, and Estimated Costs**





PROJECT: IH 35 AT YARRINGTON RD WATERLINE RELOCATION					
CLIENT: CITY OF KYLE					
ENGINEER: LOCKWOOD, ANDREWS & NEWNAM, INC.					
12-INCH WATERLINE					
FEASIBILITY COST ESTIMATE					
2/22/2013					
ITEM DESCRIPTION		UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>EROSION AND SEDIMENTATION CONTROL</b>					
1	PREPARING RIGHT-OF-WAY	LS	1	\$2,500.00	\$2,500.00
2	CLEARING &	LS	1	\$3,000.00	\$3,000.00
3	STABILIZED CONSTRUCTION	EA	1	\$2,500.00	\$2,500.00
4	SILT FENCE	LF	1,600	\$3.00	\$4,800.00
<b>SUBTOTAL</b>					<b>\$12,800.00</b>
<b>12" WATER LINE</b>					
1	TRENCH SAFETY	LF	1,600	\$5.00	\$8,000.00
2	PIPE, 12" DIA, PVC DR-14, Including Backfill and Excavation	LF	1,600	\$95.00	\$152,000.00
3	12" GATE VALVE, DI AWWA C-515	EA	2	\$2,500.00	\$5,000.00
4	12" DI Fittings	TON	2.7	\$2,500.00	\$6,750.00
5	WET CONNECTION, 12" x 12"	EA	2	\$4,000.00	\$8,000.00
6	FIRE HYDRANT (Flushing)	EA	1	\$3,000.00	\$3,000.00
7	CIP PROJECT SIGN	EA	1	\$500.00	\$500.00
8	REVEGETATION	SY	3,556	\$5.00	\$17,780.00
<b>SUBTOTAL</b>					<b>\$201,030.00</b>
<b>PROJECT SUBTOTAL</b>					<b>\$213,830.00</b>
MOBILIZATION (10%) (PRIME CONTRACTOR)		LS	1	\$21,383.00	\$21,383.00
<b>TOTAL COST</b>					<b>\$235,213.00</b>
CONTINGENCY (20%)				\$47,043.00	\$47,043.00
<b>TOTAL COST &amp; CONTINGENCY</b>					<b>\$282,256.00</b>
<b>ENGINEERING COSTS</b>					
20% OF CONSTRUCTION COST					\$56,451.00
<b>EASEMENT COSTS</b>					
20' WIDE EASEMENT ON IH 35		SF	15,000	\$4.00	\$60,000.00
20' WIDE EASEMENT ON YARRINGTON RD		SF	18,500	\$4.00	\$74,000.00
<b>SUBTOTAL</b>					<b>\$134,000.00</b>
<b>TOTAL COST FOR RELOCATION</b>					<b>\$472,707.00</b>



**(Attachment “B”)**  
**Utility’s Accounting Method**

**Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and

The utility proposes to request reimbursement for actual direct and related indirect costs.

**Lump Sum Method of Accounting**

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

**(Attachment “C”)**

**Utility’s Schedule of Work and  
Estimated Date of Completion**

**Start Date: 8/15/2013**

**Estimated Duration: 60 days**

**Completion Date: 10/15/2013**

**(Attachment "D")**

**Statement Covering Contract Work**

**ROW – U – 48**



Form ROW-U-48  
Rev. 12/2004  
Replaces Form D-15-48  
GSD-EPC  
Page 1 of 1

**STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK**  
(AS APPEARING IN ESTIMATE)

U-No.

District: Austin (14)

County: Hays

Federal Project No.: PTF 2013( )

ROW CSJ No.: 0016-02-114

Highway No.: IH 35

I, Harper Wilder, a duly authorized and qualified representative of City of Kyle, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
- 1.
  - 2.
  - 3.
  - 4.
  - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**(Attachment “E”)**

**Utility Joint Use Acknowledgment  
ROW - U – JUA or TxDOT Permit**



## UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

Form ROW-U-JUAA  
(Rev. 06/12)  
Page 1 of 2

U-Number: \_\_\_\_\_

ROW CSJ: 0016-02-114	County: <u>Hays</u>
District: <u>Austin (14)</u>	Highway: <u>IH 35</u>
Federal Project No.: <u>PTF 2013( )</u>	From: <u>1425 ft North of Yarrington Rd</u>
Projected Highway Letting Date: <u>07/09/13</u>	To: <u>1340 ft South of Yarrington Rd</u>

**WHEREAS**, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

**WHEREAS**, the City of Kyle, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial	Date	Initial	Date
TxDOT		Utility	

\*JUAA\*  
Item # 19

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

**Participation in actual costs incurred by the Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

**Utility** will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

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

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

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

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**UTILITY**

**EXECUTION RECOMMENDED:**

Utility: City of Kyle  
*Name of Utility*

\_\_\_\_\_  
District Engineer, District

By: \_\_\_\_\_  
*Authorized Signature*

**THE STATE OF TEXAS**  
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.  
By: \_\_\_\_\_  
Director, Right of Way Division  
Date: \_\_\_\_\_

Harper Wilder  
*Print or Type Name*

Title: Director of Public Works

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

\_\_\_\_\_  
Initial Date  
TxDOT

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

## **(Attachment “F”)**

### **Eligibility Ratio**

**On state and Local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest. Eligibility is established at 100%.**

#### **Example:**

<b>Existing pipe in private easement</b>	<b>1600 ft</b>
<b>Existing pipe in proposed ROW</b>	<b>0 ft</b>
<b>Eligible for reimbursement</b>	<b>100%</b>



**(Attachment "G")**

**Betterment Calculation and Estimates**

**Betterment does not exist in this agreement.**

**(Attachment “H”)**

**Proof of Property Interest  
ROW-U-1A, ROW-U-1B, or ROW-U-1C**

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible costs.

## ATTACHMENT "I"

(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH 35 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: City of Kyle  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

Harper Wilder  
*Print or Type Name*

Title: Director of Public Works

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

**SIGNATURE AUTHORITY**

U-No.

District: Austin  
Federal Project No.: PTF 2013( )  
ROW CSJ No.: 0016-02-114

County: Hays  
Highway No.: IH 35  
Contract No.: 0016-02-135

**WHEREAS**, City of Kyle, hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the State of Texas, whereby the Texas Department of Transportation will cause the relocation of various facilities operated by City of Kyle Public Works, which are in conflict with the Texas Department of Transportation's proposed improvements on IH 35 from 1425 ft North of Yarrington Rd to 1340 ft South of Yarrington Rd.

**NOW THEREFORE**, be it resolved by the above named **Owner** that Harper Wilder, Director of Public Works or his successor, is hereby authorized and directed to sign the utility agreement or any other necessary documents required to complete the utility relocation on behalf of the above named **Owner**.

Passed, approved, and adopted this        day of        , 20        .

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**ATTEST:**

**Owner:** \_\_\_\_\_  
Utility Name

**By:** \_\_\_\_\_  
Authorized Signature

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

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

---

---

**Acknowledgement**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public's Signature



Form ROW-U-AdjCheck  
Rev. 3/2004  
GSD-EPC  
Page 1 of 4

### UTILITY ADJUSTMENT CHECKLIST

(to be included with submittal)

District: Austin (14)      U-No.:      Date Review Started (in District):      (in Division):

Utility Name: City of Kyle

County: Hays      (Check one:) Actual Cost  Lump Sum

ROW CSJ No.: 0016-02-114      Construction CSJ No.: 0016-02-135

Federal-Aid ROW Project No. (if Federal-aid in ROW): PTF 2013(    )

Contract No. (if applicable):

LPA(s) (if applicable; if multiple LPAs, give % allocation to each, totaling 100%): N/A

Highway No. & Limits (include station numbers): IH 35, N of Yarrington Rd (Sta 1271+71.86) to S of Yarrington Rd (Sta 1299+36.58)

Description of Work: Replace Bridge and Approaches

Estimated Total Adjustment Costs:	\$ 472,707.00	
Estimated Betterment (in dollars and calculated %):	\$ 0.00	0%
Estimated Accrued Depreciation:	\$	
Estimated Salvage (in dollars):	\$	
Recommended Eligibility Ratio (calculated and supported %):	\$ 472,707.00	100.00%%
Estimated Amount of State Cost Participation (total of above):	\$ 472,707.00	
Allocate to FY(s) in which these costs are anticipated:	FY 2013	Amount \$
	FY 2014	Amount \$472,707.00
	FY 2015	Amount \$
	FY 2016	Amount \$

Highway Construction Project Letting Date: July, 2013

ROW Project Release Date OR Early Release for Utilities Date: May 31, 2013

Alternate Procedure Approval Date (if applicable):

Date of Eligibility (if applicable):

Start Date of Adjustment Field Work: August 15, 2013

Duration of Adjustment Field Work (number of days): 60

Submission Type: SUP     FUP     LUP     100% State     PASS

Other: (specify)

Noteworthy Issues/Items:

1. Approved & current ROW Map on file with ROW Division?  
Yes  No  N/A
2. Is utility adjustment within ROW Project limits or DIRECTLY related to work required within ROW Project limits?  
Yes  No  N/A
3. Where necessary for a complete understanding, are there explanations, clarifications included in the transmittal? Yes  No  N/A
4. Correct number of copies for agreement (4) and billing (2) submitted?  
Yes  No  N/A
5. Alternate Procedure approval obtained where there is Federal-Aid in ROW/Utilities?  
Yes  No  N/A
6. Local funding secured from LPA where necessary?  
Yes  No  N/A
7. Utility consultant engineering contract reviewed and approved by District (if applicable)?  
Yes  No  N/A
8. All forms submitted are completed and correct for the situation/circumstance?  
(all entry fields populated, force account or contracted work [open advertise low bid, pre-qualified low bid, existing continuing contract, box D with explanation])  
Yes  No  N/A
9. Signatory authority vested in utility representative signing forms if other than officer level?  
Yes  No  N/A
10. Corporate succession documented for property interest "chain of ownership"?  
Yes  No  N/A
11. Plans folded so as to fit into 8.5" x 11" file?  
Yes  No  N/A
12. Proof of property or compensable interest ownership by utility established where applicable?  
Yes  No  N/A
13. Is the estimate/bill properly and adequately itemized and detailed?  
Yes  No  N/A
14. Replacement utility ROW charges justified and supported?  
Yes  No  N/A
15. Information on plans sufficient and adequate to:
  - a. determine necessity and justification of proposed work?  
Yes  No  N/A
  - b. demonstrate Utility Accommodation Policy compliance?  
Yes  No  N/A
  - c. indicate highway stationing and affected parcels, offsets from centerline, edge of pavement or ROW lines?  
Yes  No  N/A
  - d. provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?  
Yes  No  N/A
16. Project or vicinity plat provided where needed to understand aspects pertinent to proposed work?  
Yes  No  N/A
17. Backfill requirements met?  
Yes  No  N/A
18. Schedule of work provided by/required of utility company if large, complex adjustment?  
Yes  No  N/A
19. Estimate compared and reconciled to plans and statement of work in agreement?  
Yes  No  N/A

20. Eligibility ratio calculated and recommended?  
Yes  No  N/A
21. Betterment credit applicable?  
Yes  No  N/A   
If yes, is credit calculated and applied properly?  
Yes  No  N/A
22. Accrued Depreciation credit applicable?  
Yes  No  N/A   
If yes, is credit calculated and applied properly?  
Yes  No  N/A
23. Salvage credit applicable?  
Yes  No  N/A   
If yes, is credit applied properly?  
Yes  No  N/A
24. Adequate unencumbered ROW project funds available?  
Yes  No  N/A
25. Overheads and loadings checked for reasonableness?  
Yes  No  N/A
26. Estimate extensions checked?  
Yes  No  N/A
27. Bill extensions checked?  
Yes  No  N/A
28. Correct & recorded Quitclaim submitted if required?  
Yes  No  N/A
29. Beginning and ending dates of work included with final billing?  
Yes  No  N/A
30. Costs incurred after:
- ROW project release date?  
Yes  No  N/A
  - Alternate Procedure approval date?  
Yes  No  N/A
  - Date of eligibility?  
Yes  No  N/A
  - Date of Agreement Assembly approval?  
Yes  No  N/A
  - County Judge/County Commissioners Work Order date?  
Yes  No  N/A
31. Bill compared and reconciled to approved agreement, estimate and plans?  
Yes  No  N/A
32. Conditions applied to agreement assembly at time of approval have been addressed by time of final billing?  
Yes  No  N/A
33. Inspectors diary used to verify charges on bill?  
Yes  No  N/A
34. Utility contractor's continuing contract with rate schedule used to verify charges on bill?  
Yes  No  N/A
35. Correct payee number and mail code used on Form 132?  
Yes  No  N/A
36. Amount of Form 132 agrees with utility invoice and supporting data?  
Yes  No  N/A

37. Name on Form 132 agrees with name on approved agreement assembly?  
Yes  No  N/A
38. "Final" or "Partial" wording appears on Form 132?  
Yes  No  N/A
39. Location of records for auditing and mailing purposes shown?  
Yes  No  N/A
40. Database entries made (ROW Division only)?  
Yes  No  N/A
41. Significant/major changes to approved scope of work explained and justified by time of final billing?  
Yes  No  N/A
42. DETAILED & ITEMIZED estimate and matching plans provided if using Lump Sum method?  
Yes  No  N/A
43. ROW map noted/annotated (ROW Division only)?  
Yes  No  N/A

Comments:

**ATTESTED TO BY:**

\_\_\_\_\_  
Lorena Echeverria de Misi, P.E., Director of TP&D

\_\_\_\_\_  
Date



City of Kyle, Texas  
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 7, 2013  
CONTACT CITY DEPARTMENT: Financial Services  
CONTACT CITY STAFF: Perwez A. Moheet, CPA  
Director of Finance

SUBJECT: Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

Item # 19

CURRENT YEAR FISCAL IMPACT:

The Standard Utility Agreement between the City of Kyle and the Hays County also being considered during the May 7, 2013 City Council meeting, if approved by City Council and the Hays County Commissioners' Court, requires that the City of Kyle incur all costs associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington improvement project.

Per the agreement, after satisfactory completion of the project, the City would receive reimbursement from the County for relocation costs that may be eligible for County participation. The County will reimburse up to 90 percent of eligible costs and the remaining 10 percent of eligible costs after an audit to be completed by the County Auditor.

Under this agreement, the City will be required to incur all cash outlay for project specific expenditures including engineering, design, easement acquisition services, and construction estimated not to exceed \$472,707.00. The City Engineer anticipates receiving reimbursement from Hays County to recoup all cash outlay made by the City of Kyle for expenditures associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

- |                           |   |
|---------------------------|---|
| 1. City Department:       | Engineering   |
| 2. Project Name:          | Water Utility Relocation for the IH-35 at Yarrington Road Improvement Project |
| 3. Funding Source:        | Water & Wastewater Utility Fund   |
| 4. Fund Balance:          | \$ 2,600,196.00 As of 3/31/2013 (Unaudited)                                   |
| 5. Amount of This Action: | <u>\$ (472,707.00)</u>  |
| 6. Remaining Balance:     | <u>\$ 2,127,489.00</u>  |

7. Budget/Accounting Code(s):	310-820-58117	Transfer-Out to CIP
	331-462-42621	Revenue Water CIP Fund
	331-841-57313	Eng Svcs Water CIP Fund
	331-841-57211	Construction Water CIP Fund

**FUNDING SOURCE OF THIS ACTION:**


The source of funds for this budget amendment is from the Fund Balance of the City's Water and Wastewater Utility Fund 310.

It is important to note that should the interlocal agreement with Hays County, which is planned for City Council's authorization in the future, fails to provide for the City to be reimbursed 100 percent for all funds advanced for this project or should the City fail to fully comply with the terms and conditions of the interlocal agreement with Hays County, the City will be responsible for paying for all of the expenditures incurred to the extent not reimbursed by the County.

Under such circumstances, all project expenditures that is not reimbursed by Hays County will cause for an immediate water utility rate increase. As an alternative, the City Council could direct that all non reimbursed amounts be paid from the City's General Fund in which case, an adverse impact on the City's property tax rate will result.

**ADDITIONAL INFORMATION/COUNCIL ACTION:**

On December 20, 2012, in a special meeting the City Council approved a professional services agreement with Lockwood, Andrews, & Newman, Inc., for a not to exceed amount of \$300,000.00 to perform engineering services, including acquisition of easement rights, associated with the relocation of the City of Kyle utilities impacted by the IH-35 at Yarrington Road improvements project (TxDOT CSJ 00116-02-135).

 4/24/2013  
 \_\_\_\_\_  
 Pervez A. Moheet, CPA                      -                      Date  
 Director of Finance

Item # 19



# CITY OF KYLE, TEXAS

## Adoption of Budget Timeline for FY 2014

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

**Subject/Recommendation:** Consider approval of the timeline for the development and adoption of the City's annual operating and capital budgets for Fiscal Year 2013-14 including special called City Council meetings for budget workshops and public hearings ~ *Perwez A. Moheet, CPA, Director of Finance*

**Other Information:** Attached is a detailed timeline for the development and adoption of the City's annual operating and capital budgets for Fiscal Year 2013-14 including dates for special called City Council meetings to be held for public hearings and budget workshops.

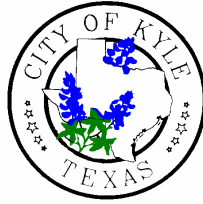
**Budget Information:** A Fiscal Note is not required.

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Attachments / click to download

 [Budget Development Timeline](#)



City of Kyle, Texas  
FY 2013-14 Budget Development Timeline

**JANUARY 2013**

Tuesday, January 15, 2013	Strategic Planning & Finance Committee Meeting - Road Bonds
Wednesday, January 16, 2013	Mobility Committee - Road Bonds
Saturday, January 19, 2013	Town Hall Meeting - Road Bonds
Thursday, January 24, 2013	TIRZ Board Meeting - Approval of 2013 GO Refunding Bond Repayment Agreements
Saturday, January 26, 2013	Town Hall Meeting - Road Bonds

**FEBRUARY 2013**

Tuesday, February 05, 2013	1st Quarter Financial Performance Report - City Council Meeting
Tuesday, February 05, 2013	City's Bond Ratings Review by Standard & Poor's
Friday, February 08, 2013	Town Hall Meeting - Road Bonds
Tuesday, February 19, 2013	Ordinance Approved to Issue 2013 GO Refunding Bonds
Tuesday, February 19, 2013	City's 1st Comprehensive Annual Financial Report (CAFR) Issued for FY 2012
Tuesday, February 19, 2013	Independent Auditor's Report Issued for FY 2012
Thursday, February 21, 2013	Distribution of Instructions to Departments for the Development of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2014 -2018

**MARCH 2013**

Friday, March 15, 2013	Deadline for Departments to Submit Requested Information for the Development of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2014 - 2018
Tuesday, March 19, 2013	Begin Compilation of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2014 - 2018

<b>APRIL 2013</b>
-------------------

Tuesday, April 16, 2013	2nd Quarter Financial Performance Report - City Council Meeting
Monday, April 22, 2013	Complete Compilation of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2014 - 2018
Monday, April 29, 2013	Begin Development & Compilation of Current Year Estimates as of March 31, 2013 for FY 2013 to Determine if Budget Amendment is Necessary and to Estimate Beginning Fund Balances for FY 2014

<b>MAY 2013</b>
-----------------

Wednesday, May 01, 2013	Distribution of FY 2013 CYEs, Fee Schedules, and Instructions to Departments for the Development of FY 2013-14 Operating & Capital Budgets
Tuesday, May 07, 2013	Review & Adoption of Budget Development Timeline by City Council
Tuesday, May 07, 2013	City Manager Presents City's 5-Year CIP, Equipment, & Personnel Plan for FY 2014 - 2018 to City Council
Saturday, May 11, 2013	Elections for City Council and Road Bonds
Friday, May 24, 2013	Deadline for Departments to Submit Proposed Budgets for FY 2013-14 to Financial Services Department for Review & Compilation
Monday, May 27, 2013	City Holiday - Memorial Day
Tuesday, May 28, 2013	Begin Compilation and Review of Departmental Proposed Operating & Capital Budgets and Fee Schedules for FY 2013-14 by Financial Services Department staff

<b>JUNE 2013</b>
------------------

Friday, June 14, 2013	Completion of Compilation and Review of Departmental Proposed Budgets & Fee Schedules by Financial Services Department staff
Monday, June 17, 2013	Proposed Budget Review by City Manager (Group #1) <ul style="list-style-type: none"> <li>- Administration</li> <li>- Communications</li> <li>- Human Resources</li> <li>- Parks and Recreation</li> </ul>
Tuesday, June 18, 2013	Proposed Budget Review by City Manager (Group #2) <ul style="list-style-type: none"> <li>- Economic Development</li> <li>- Public Library</li> <li>- Municipal Court</li> <li>- Police Department</li> </ul>

Wednesday, June 19, 2013 Proposed Budget Review by City Manager (Group #3)

- Building Inspection
- Planning
- Financial Services
- Information Technology
- Engineering
- Public Works

Thursday, June 20, 2013 Proposed Budget Review by City Manager (Group #4)

- Revenue Estimates
- Personnel Support Costs
- Capital Improvement Projects by Fund
- Debt Service
- Property Tax Rates

Saturday, June 22, 2013 City Council Retreat

<b>JULY 2013</b>
------------------

Thursday, July 04, 2013 City Holiday - Independence Day

Thursday, July 18, 2013 City Manager's Review & Discussion on Proposed Budget With Staff

Thursday, July 25, 2013 Last Day for Chief Appraiser to Certify Tax Roll to Taxing Units

Friday, July 26, 2013 City Manager's Final Review of Proposed Budget

Wednesday, July 31, 2013 Publish Budget Notice #1: Public Hearing Dates on Budget, Rates, & Fees to be Held by City Council

<b>AUGUST 2013</b>
--------------------

Thursday, August 01, 2013 City Council Budget Work Session #1

(Special Called Meeting) City Manager Presents FY 2014 Budget to City Council as Required by City Charter (No later than 60 days prior to October 1st)

- Public Hearing #1 - Proposed Budget
- Public Hearing #2 - Proposed Fees & Charges
- Public Hearing #3 - Proposed Water/Wastewater Rates
- Public Hearing #4 - Proposed Property Tax Rates

Council Vote on Proposal to Consider Tax Increase

Wednesday, August 07, 2013 Publish Budget Notice #2: Effective and Rollback Tax Rates, Unencumbered Fund Balances, Debt Obligation Schedule, and Other Applicable Items.

Wednesday, August 07, 2013 **Publish Budget Notice #3: Two Required Public Hearings on Tax Increase**

Wednesday, August 07, 2013  
(Special Called Meeting)

City Council Budget Work Session #2

Public Hearing #5 - Proposed Budget  
Public Hearing #6 - Proposed Fees & Charges  
Public Hearing #7 - Proposed Water/Wastewater Rates  
Public Hearing #8 - Proposed Property Tax Rates

Discussion/Action on Proposed Budget:

- Revenue Estimates & Fund Balances
- Mayor & Council
- Administration
- Communications
- Human Resources
- Information Technology
- Parks and Recreation
- Police Department

Wednesday, August 14, 2013  
(Special Called Meeting)

City Council Budget Work Session #3

Public Hearing #9 - Proposed Budget  
Public Hearing #10 - Proposed Fees & Charges  
Public Hearing #11 - Proposed Water/Wastewater Rates  
Public Hearing #12 - Proposed Property Tax Rates

Discussion/Action on Proposed Budget:

- Building Inspection
- Planning
- Economic Development
- Engineering
- Financial Services
- Municipal Court
- Public Library
- Public Library
- Public Works

Wednesday, August 21, 2013  
(Special Called Meeting)

City Council Budget Work Session #4

Public Hearing #13 - Proposed Budget  
Public Hearing #14 - Proposed Fees & Charges  
Public Hearing #15 - Proposed Water/Wastewater Rates  
**Public Hearing #16 - Proposed Property Tax Rates**

Discussion/Action on Proposed Budget:

- Capital Improvement Projects by Fund
- Debt Service
- Property Tax Rates

Tuesday, August 27, 2013  
(Special Called Meeting)

City Council Budget Work Session #5

Public Hearing #17 - Proposed Budget  
Public Hearing #18 - Proposed Fees & Charges  
Public Hearing #19 - Proposed Water/Wastewater Rates  
**Public Hearing #20 - Proposed Property Tax Rates**

Discussion/Action on Proposed Budget:  
- Discussion/Action on All Remaining Budget Items

Wednesday, August 28, 2013

**Publish Budget Notice #4: Tax Revenue Increase**

<b>SEPTEMBER 2013</b>
-----------------------

Tuesday, September 03, 2013  
(Regular Meeting)

City Council Budget Work Session #6

**1st Reading - Budget Adoption Ordinance (Including Fees & Charges, and Water/Wastewater Rates)**

**1st Reading - Property Tax Rate Adoption Ordinance**

Wednesday, September 04, 2013  
(Special Called Meeting)

City Council Budget Work Session #7

**2nd Reading - Budget Adoption Ordinance (Including Fees & Charges, and Water/Wastewater Rates)**

**2nd Reading - Property Tax Rate Adoption Ordinance**

Thursday, September 19, 2013

Charter Deadline for City Council to Adopt Budget by Ordinance. (No later than 3rd Thursday of September)

Monday, September 23, 2013

Last Day for Taxing Units to Adopt 2013 Property Tax Rate or No Later Than 60th Day After the Chief Appraiser Certifies Appraisal Roll to the Taxing Unit.

Tuesday, October 01, 2013

1st Day of Fiscal Year 2013-14





# CITY OF KYLE, TEXAS

## Comp Master Plan Public Forums

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

**Subject/Recommendation:** General Discussion and Possible Action regarding the City Sponsored Public Forums to Discuss the Comprehensive Master Plan ~ *Sofia Nelson, Director of Planning*

**Other Information:** Please see attachment

**Budget Information:** N/A

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[Comp Plan Workshop Dates](#)

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## MEMO

To: City Council

From: Sofia Nelson, Director of Planning

Date: April 30, 2013

**Re: Comprehensive Plan Amendment Workshop Dates**

---

### **Background**

At the April 16<sup>th</sup> City Council meeting the City Council directed staff to schedule 2 public meetings to discuss the proposed comprehensive master plan amendments with the public. The Council directed staff to present a formal presentation on the proposed amendment and allow for one on one discussion between City Council, Planning and Zoning Commissioners, and the Long Range Planning Committee Members and the public.

### **Location**

Unfortunately, Lehman High School will require we pay a high school staff member overtime to use the cafeteria. As a result of the payment requirement I am recommending we use the public works building-training room for the meeting space on eastside of the highway and the library meeting space for the meeting to be held on the Westside.

### **Dates**

Both spaces are available both the first and third weeks of June.



# CITY OF KYLE, TEXAS

## City Managers Report

Meeting Date: 5/7/2013  
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*

1. Discussion of increased water conservation (Drought Contingency Stage 2)
2. Discussion on improving citizen communication through Citizens Comments
3. May 21, 2013 City Council Meeting has been changed to May 14, 2013
4. Police Department Open House, May 16, 2013, 11:00 a.m.
5. Discuss City Council Retreat scheduled for June 22, 2013

**Other Information:**

**Budget Information:**

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Attachments / click to download

- [Stage 2 water restriction summary](#)
  - [DRAFT City Council Retreat Agenda, 6-22-13](#)
  - [KPD Grand Opening - Invitation Final](#)
- 

Cover Memo

Item # 22

## Stage 2 Drought Management – Summary

As outlined in ordinance 569, Section 5.

### **Customers may water (irrigate):**

1. By handheld hose, or handheld bucket at any time during the day or night.
2. By a hose and sprinkler, a soaker hose or drip irrigation from 8pm to 10 am on their designated outdoor water use day.
3. By permanently installed automatic irrigation system from 12 Midnight to 10 am on their designated outdoor water use day.

### **Washing automobiles, trucks, trailers, boats, or other vehicle or mobile equipment:**

1. Only on customer's designated water use day.
2. Only from 12 midnight to 10 am and again from 7 pm to 12 midnight on designated day(s).
3. Washing must be done with a handheld bucket or handheld hose equipped with a positive shutoff nozzle.

### **Items and actions, which are prohibited during this stage of drought management:**

1. Using automatic fill valve to add water to an outdoor swimming or wading pool or pond.
2. Charity car washes.
3. Washing sidewalks, driveways, parking areas, streets, patios or other paved areas, except to alleviate an immediate health or safety hazard.

At all times our drought management plan requires customers to repair broken lines, watering fixtures, and to insure that irrigation systems are operated in a manner which reduces waste.

Run-off from the property line to a distance of 50 feet or more is always prohibited.

Allowing water to pond in a street or parking lot to a depth in excess of 0.25" is always prohibited.

Watering or irrigating landscape between the hours of 10 am and 8 pm is always prohibited.

Complete ordinance is available on the city website, public works department.

### **Irrigation Schedule:**

**Residential Odd-Numbered Addresses: Wednesday and / or Saturday**

**Residential Even-Numbered Addresses: Thursday and / or Sunday**

**Commercial & Multi-Family: Tuesday and / or Friday**

Thursday, May 16, 2013

Time: 11:00 am

# Grand Opening!



**Kyle Police Department  
(next to City Hall)**

**111 North Front Street**

**Kyle, TX 78640**

**(512) 268-0859**

**New Police Headquarters  
Grand Opening &  
Ribbon Cutting Ceremony!**

**Guests will enjoy a tour of the  
department and desserts.**

**Open House  
11:30 am to 1:00 p.m.**



**KYLE CITY COUNCIL RETREAT  
June 22, 2013**

**Texas Disposal Systems Exotic Game Ranch  
1220 Carl Road  
Creedmoor, TX 78610**

**DRAFT AGENDA**

9:00 a.m. - 10:30 a.m.	Mayor/Council/City Manager Role
10:30 a.m. - 11:00 a.m.	Departments: Problems & Goals of the City
11:00 a.m. - 11:30 a.m.	Streets
11:30 a.m. - 12:00 p.m.	Communications
12:00 p.m. - 1:00 p.m.	Finance
1:00 p.m. - 1:30 p.m.	Planning
1:30 p.m. - 2:00 p.m.	Economic Development
2:00 p.m. - 2:30 p.m.	Police
2:30 p.m. - 3:00 p.m.	Parks & Recreation
3:00 p.m. - 4:00 p.m.	Public Works/Building
4:00 p.m. - 4:30 p.m.	Human Resources/City Secretary
4:30 p.m. - 5:00 p.m.	Library/Information Technology



# CITY OF KYLE, TEXAS

## 5-Year CIP, Equipment, & Personnel Plan FY 2014-2018

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

**Subject/Recommendation:** Presentation of the City's draft 5-Year CIP, Equipment, & Personnel Plan totaling \$98.8 million for Fiscal Years 2014 through 2018. ~  
*Perwez A. Moheet, CPA, Director Finance*

**Other Information:** A copy of the City Manager's transmittal memorandum to City Council is attached.

In addition, a complete copy of the draft 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 through 2018 will be made available for review at Kyle City Hall, Kyle Public Library, and will also be posted on the City's webpage beginning May 8, 2013.

**Budget Information:** Summary schedules of draft 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 through 2018 are attached.

---

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[Transmittal and Summary of 5-Year CIP, Equipment, & Personnel Plan for FY 2014-2018](#)

Cover Memo

Item # 23



## City of Kyle, Texas

# 5-Year CIP, Equipment, & Personnel Plan For Fiscal Years 2014 -18







City of Kyle, Texas  
5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 -18

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## MEMORANDUM

TO: Mayor and City Council

FROM: Lanny S. Lambert, City Manager

DATE: April 22, 2013

SUBJECT: 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 - 2018

---

I am pleased to submit for your consideration the City's 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2013-14 through 2017-18.

This 5-year plan is different than a typical CIP plan in that it is comprised of the three primary cost drivers that will affect the City's financial requirements for future budgets, property tax rates, and utility rates. These cost drivers include new positions, non CIP capital, and capital improvement projects.

Based on business needs of City departments for service demands, service delivery, service backlog, equipment condition, etc., the department directors submitted their annual projections for new positions, non CIP capital, and capital improvement projects over the next five years.

The City's 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 through 2018 totals \$98.8 million and is presented in five distinct sections to ensure user-friendly layout of information and ease of understanding. The five sections are as follows:

1. City-wide Summary: Includes projected funding requirements for General Fund and the Utility Fund for new positions, non CIP capital, and capital improvement projects.

2. New Personnel Requirements: Includes summary of funding requirements for personnel by department, summary of new positions by departments, and detail position requirements by departments.
3. Non CIP Capital Requirements: Includes summary of funding requirements and detail itemized list of new and or replacement non CIP capital by departments.
4. Capital Improvements Projects: Includes summary of funding requirements for CIP by departments and detail capital improvement projects listing.
5. Department Submittals: includes projected requirements prepared and submitted by the respective departments.

While we understand the current limitations of financial resource availability, it is critical for City department directors to complete an annual business needs assessment and provide funding requirement projections over a 5-year period. The 5-Year CIP, Equipment, & Personnel Plan information is intended to assist the policy-making body, City Council; and the citizens of Kyle to have an overall understanding of the funding needs for various City services, assist in the prioritization of funding allocations in future budgets, and to keep them fully informed of the City's unfunded service requirements.

I have requested the City's Planning Director to work with the Planning & Zoning Commission to review and to provide their recommendations on the capital improvements projects identified in the 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 through 2018. The City Charter states that the Planning & Zoning Commission may submit annually to the City Manager, a list of recommended capital improvements, which in the opinion of the Commission, are necessary to implement the adopted comprehensive plan or element or portion thereof during the forthcoming five-year period.

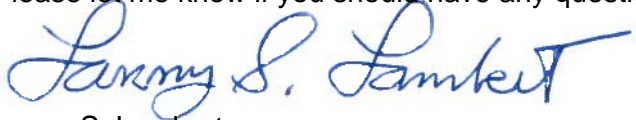
In addition, I am directing staff liaisons to the various City Committees to provide a copy of the 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 through 2018 for their review and recommendations to City Council.

As part of the upcoming budget deliberations for FY 2013-14, I will be requesting the City Council to dedicate an entire Budget Work Session to review and set priorities for items identified in the 5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 through 2018.

I want to acknowledge the time and effort dedicated by all the Department Directors in completing their needs assessment and submitting their 5-year projections for CIP, equipment, and personnel. I also want to recognize Andy Alejandro, Staff Accountant, in the Financial Services Department who took the lead in compiling and organizing the information provided by the departments into a comprehensive plan document for the City of Kyle.

Memorandum: Mayor and City Council  
5-Year CIP, Equipment, & Personnel Plan for Fiscal Years 2014 - 2018  
April 22, 2013

Please let me know if you should have any questions.



Lanny S. Lambert  
City Manager

cc: James Earp, CPM, Assistant City Manager  
Jerry Hendrix, Director of Community Development  
Amelia Sanchez, City Secretary  
All City Department Directors  
Copy Available for the Public at City Hall and Kyle Public Library  
Copy Posted on City's Website



City of Kyle, Texas

5-Year CIP, Equipment, & Personnel Plan  
For Fiscal Years 2014 -18

Section 1:

Summary of 5 Year CIP, Equipment, & Personnel Plan

City of Kyle, Texas  
 5-Year CIP, Equipment, & Personnel Plan Summary  
 Fiscal Years 2014 through 2018

Funding Category	Year 1 FY 2013-14	Year 2 FY 2014-15	Year 3 FY 2015-16	Year 4 FY 2016-17	Year 5 FY 2017-18	5-Year Total
Personnel Requirements - New FTE's	\$ 1,878,198	\$ 1,678,383	\$ 1,928,128	\$ 1,550,694	\$ 1,218,739	\$ 8,254,142
Non-CIP Capital Outlay Requirements	1,906,700	2,013,498	2,082,000	1,665,000	1,726,400	9,393,598
Capital Improvement Program Requirements	12,400,497	13,167,530	13,765,350	12,792,000	28,981,000	81,106,377
<b>Total:</b>	<b><u>\$ 16,185,395</u></b>	<b><u>\$ 16,859,411</u></b>	<b><u>\$ 17,775,478</u></b>	<b><u>\$ 16,007,694</u></b>	<b><u>\$ 31,926,139</u></b>	<b><u>\$ 98,754,117</u></b>

City of Kyle, Texas  
 Citywide Summary Personnel Requirements - New FTE's  
 Fiscal Years 2014 Through 2018

Department	Year 1 FY 2013-14	Year 2 FY 2014-15	Year 3 FY 2015-16	Year 4 FY 2016-17	Year 5 FY 2017-18	5-Year Total
Administration - City Manager	-	-	-	-	-	-
Building Department	-	-	-	-	-	-
Communications	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-
Engineering	3.00	1.00	1.00	-	-	5.00
Financial Services	3.00	2.00	3.00	-	-	8.00
Human Resources	1.00	1.00	-	-	-	2.00
Information Technology	1.00	1.00	1.00	-	-	3.00
Library	2.00	1.00	1.00	1.00	2.00	7.00
Parks & Recreation	3.00	-	-	-	-	3.00
Planning	-	1.00	-	-	-	1.00
Police Department	13.00	18.00	19.00	17.00	15.00	82.00
Public Works	6.00	4.00	4.00	3.00	3.00	20.00
<b>TOTAL:</b>	<b>32.00</b>	<b>29.00</b>	<b>29.00</b>	<b>21.00</b>	<b>20.00</b>	<b>131.00</b>

City of Kyle, Texas  
5-Year CIP, Equipment, & Personnel Plan Summary  
Fiscal Years 2014 through 2018

Funding Category	Year 1 FY 2013-14	Year 2 FY 2014-15	Year 3 FY 2015-16	Year 4 FY 2016-17	Year 5 FY 2017-18	5-Year Total
<b><u>GENERAL FUND:</u></b>						
Personnel Requirements - New FTE's	\$ 1,736,329	\$ 1,593,828	\$ 1,874,531	\$ 1,550,694	\$ 1,159,976	\$ 7,915,358
Non-CIP Capital Outlay Requirements	1,667,700	1,744,666	1,982,000	1,574,500	1,581,400	8,550,266
Capital Improvement Program Requirements	5,700,500	4,032,000	6,915,000	7,740,000	28,850,000	53,237,500
General Fund Total:	<u>\$ 9,104,529</u>	<u>\$ 7,370,494</u>	<u>\$ 10,771,531</u>	<u>\$ 10,865,194</u>	<u>\$ 31,591,376</u>	<u>\$ 69,703,124</u>
<b><u>UTILITY FUND:</u></b>						
Personnel Requirements	\$ 141,869	\$ 84,555	\$ 53,597	\$ -	\$ 58,763	\$ 338,784
Non-CIP Capital Outlay Requirements	239,000	268,832	100,000	90,500	145,000	843,332
Capital Improvement Program Requirements	6,699,997	9,135,530	6,850,350	5,052,000	131,000	27,868,877
Utility Fund Total:	<u>\$ 7,080,866</u>	<u>\$ 9,488,917</u>	<u>\$ 7,003,947</u>	<u>\$ 5,142,500</u>	<u>\$ 334,763</u>	<u>\$ 29,050,993</u>
<b>Total All Funds:</b>	<b><u>\$ 16,185,395</u></b>	<b><u>\$ 16,859,411</u></b>	<b><u>\$ 17,775,478</u></b>	<b><u>\$ 16,007,694</u></b>	<b><u>\$ 31,926,139</u></b>	<b><u>\$ 98,754,117</u></b>