

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 9/3/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 29th day of August, 2013 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Special Called Meeting - August 13, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

2. City Council Special Called Meeting - August 14, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

3. City Council Regular Meeting - August 20, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

4. City Council Special Called Meeting - August 21, 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

5. Presentation of Employee of the Month for the Month of August ~ *Lanny Lambert, City Manager*

- *Victoria Vargas, Administrative Assistant, Economic Development*

 [Attachments](#)

V. Proclamations

6. Proclamation of the City of Kyle, Texas Proclaiming the week of September 17th through September 23rd as "Constitution Week" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

 [Attachments](#)

VI. Consent Agenda

7. Authorize execution of an amendment to the professional services agreement with CARLSON, BRIGANCE & DOERING, INC., of Austin, Texas in an amount not to exceed \$12,500.00 for survey services associated with the parcels under consideration in the 2013 annexation plan. **Related to Agenda Item No. 8** ~ *Sofia Nelson, Director of Planning & Zoning*

 [Attachments](#)

8. *(First Reading)* Consider approving an Ordinance to amend the City's approved Budget for Fiscal Year ending September 30, 2013 by increasing total appropriations in the General Fund by \$12,500.00 for survey of various parcels being considered in the 2013 annexation plan. **Related to Agenda Item No. 7** ~ *Pervez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

9. Authorize award of a construction contract for "2013 Manhole Rehabilitation" to LEWIS CONCRETE RESTORATION of Buda, Texas based upon Bids received and opened on August 15, 2013, in an amount not to exceed \$103,180.00 to repair selected manholes in the City Wastewater Collection System. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

10. Authorize award and execution of a Purchase Order to T.F. HARPER & ASSOCIATES, L.P. in Austin, Texas, in an amount not to exceed \$7,000.00 for the purchase, delivery and installation of picnic tables for Kyle Pool at Gregg-Clarke Park. ~ *Kerry Urbanowicz, C.P.S.M., Director for Kyle Parks, Recreation & Facilities*

 [Attachments](#)

11. Authorize execution of a service agreement with AT&T of Austin, Texas to provide cell phone service coverage for all City of Kyle owned cell phones and authorize award and execution of a Purchase Order in an amount not to exceed \$1,250.00 for the purchase of one hundred and nine (109) cell phone devices for the City of Kyle. This authorization will change the City's current cell phone service provider from Sprint to AT&T ~ *Mark Shellard, Director of Information Technology*

 [Attachments](#)

12. *(Second Reading)* AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II-CODE OF ORDINANCES/CHAPTER 53-ZONING/ARTICLE III-OVERLAY DISTRICTS/DIVISION 4- CONDITIONAL USE OVERLAY DISTRICTS TO AMEND THE APPROVAL AUTHORITY OF CONDITIONAL USE PERMITS FROM THE CITY COUNCIL TO THE PLANNING AND ZONING COMMISSION ; 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*

Planning and Zoning Commission voted 7-0 to approve the Code Amendment

 [Attachments](#)

13. *(Second Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS REQUIRING PUBLIC UTILITIES TO PROVIDE MINIMUM FIRE FLOW FROM FIRE HYDRANTS AND TO PAINT ALL HYDRANTS RED; ENCOURAGING EMERGENCY SERVICE DISTRICTS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUCH UTILITIES; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT AND PROVIDING FOR A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE ~ *Jerry Hendrix, Director of Community Development*

 [Attachments](#)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE BUNTON CREEK WASTEWATER INTERCEPTOR PHASE 3A WASTEWATER 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 Widacki, P.E., City Engineer*

 [Attachments](#)

VII. Consider and Possible Action

15. Consider approving the inclusion of rates for solid waste collection and disposal services in the City's Fees & Charges Schedule for Fiscal Year 2013-14 as provided for in the contract agreement with TEXAS DISPOSAL SYSTEMS in effect until March 31, 2021. ~ *Lanny S. Lambert, City Manager*

 [Attachments](#)

16. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING

OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATE INCREASES, IMPLEMENTATION OF NEW CITY FEES, OTHER FEE INCREASES AS SPECIFIED IN THE FEE SCHEDULE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. ~
Lanny Lambert, City Manager

 [Attachments](#)

17. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS FIXING THE AD VALOREM TAX RATE, AND PROVIDING FOR THE LEVYING OF AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND TERMINATING SEPTEMBER 30, 2014; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID. ~ *Lanny Lambert, City Manager*

 [Attachments](#)

18. Consider Approval of Municipal Judge Selection Process ~ *Lanny Lambert, City Manager*

 [Attachments](#)

19. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH CHARLES L. LaCAZE JR. FOR APPROXIMATELY 20.207 ACRES GENERALLY LOCATED WEST OF HEIDENRICH LANE AND NORTH OF E. RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

20. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH DONALD, GENE, LYNETTE, MARK, AND SHARON HOFMAN FOR APPROXIMATELY 84.936 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

21. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH ERNESTINE WHITE HOFMAN FOR APPROXIMATELY 82.416 ACRES GENERALLY LOCATED SOUTH OF E. RR 150 AND WEST

OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

22. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH GARY AND NANCY HUTZLER, FOR APPROXIMATELY 52.913 ACRES GENERALLY LOCATED NORTH OF EAST RR 150, EAST OF HEIDENRICH LANE AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

23. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HARVEY AND GLORIA EVANS FOR APPROXIMATELY 102.167 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 21 AND EAST RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

24. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH KENNETH JOE O'BRYANT FOR APPROXIMATELY 14.007 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF HEIDENRICH LANE; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

25. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH SHARON HOFMAN WILKINSON FOR APPROXIMATELY 20.699 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

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

THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH KY-TEX PROPERTIES, FOR APPROXIMATELY 133.925 ACRES GENERALLY LOCATED WEST OF N.OLD STAGECOACH ROAD AND NORTH OF CYPRESS ROAD; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

27. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AMENDING THE CITY OF KYLE RULES OF CITY COUNCIL, PROVIDING FOR MEETINGS, AGENDA, COUNCIL PROCEEDINGS, PARLIAMENTARY PROCEDURE, DEBATE, DECORUM, CITIZEN PARTICIPATION AT MEETINGS, AND MISCELLANEOUS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS ~ *Lanny Lambert, City Manager*

 [Attachments](#)

28. Authorize the Execution of Amendment Number 1 to the Professional Services Agreement with RPS ESPEY, D.B.A. as RPS (RPS) to perform the Design Services associated with the Southside Wastewater Improvements (WW Impact Fee Project) in an amount Not to Exceed \$53,442.00, revising the total contract amount to \$374,419.00. ~ *Steven Widacki, P.E., City Engineer*

 [Attachments](#)

29. Reconsider Approval of Roundabout recommendation to TXDOT regarding Intersection of FM 1626 and Kohler's Crossing ~ *Samantha LeMense, Mayor Pro Tem; Diane Hervol, Council Member District 1; Ray Bryant, Council Member District 6*

 [Attachments](#)

30. Authorize the Mayor to sign a letter in response to a letter from Charles Profilet, President of Monarch Water Corp., dated August 19th, 2013, and sent to Kyle Mayor Lucy Johnson, regarding the proposed ordinance requiring fire hydrants owned by investor owned utilities within the Kyle city limits provide minimum fire flows and be painted red. ~ *Lucy Johnson, Mayor*

 [Attachments](#)

31. Consideration and Possible Action regarding the Nomination of Appraisal District Directors ~ *Lanny Lambert, City Manager*

 [Attachments](#)

VIII. City Managers Report

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

1. Discuss City Council Retreat document
2. Discuss Annexation Schedule
 - 9-10-13, Special Called Council Meeting: 1st Public Hearing & Present Service Plan
 - 9-17-13, Regular Council Meeting: 2nd Public Hearing & Present Service Plan
 - 10-08-13, Special Called Council Meeting: 1st Reading of Ordinance
 - 10-15-13, Regular Council Meeting: 2nd-Final Reading of Ordinance

 [Attachments](#)

IX. Executive Session

33. Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the lawsuit pending in the Austin Court of Appeals, Save Our Springs Alliance, Inc. v. City of Kyle, Jack Goodman, Barton Springs/Edwards Aquifer Conservation District, et al., Cause No. 03-13-00271-CV, and Appellant Save Our Springs Alliance's settlement offer.

 [Attachments](#)

34. Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.071, Consultation with City Attorney regarding settlement negotiations between the City of Kyle and Aqua Operations, Inc.

 [Attachments](#)

35. Convene into Executive Session pursuant to Section 551.074, Tex. Gov't Code to discuss the appointment and position of City Attorney.

 [Attachments](#)

36. Reconvene into open session to take any and all actions as deemed appropriate in the City Council's discretion regarding the Save Our Springs Alliance, Inc.'s settlement offer.

 [Attachments](#)

37. Reconvene into Open Session pursuant to Take Action as Deemed Appropriate in the City Council's Discretion regarding settlement negotiations between the City of Kyle and Aqua Operations, Inc.

 [Attachments](#)

38. Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding the appointment and position of City Attorney.

 [Attachments](#)

X. 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 Special Called Meeting - August 13, 2013

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Special Called Meeting - August 13, 2013 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the August 13th Special Called Meeting of the City Council, a copy of which is included with the meeting packet.

Budget Information: N/A

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

Attachments / click to download

- [City Council Special Called Meeting Minutes - August 13, 2013](#)
 - [PGI Investment - PUD Request](#)
 - [pud_submitted8613](#)
-

CITY OF KYLE**CITY COUNCIL WORKSHOP**

The governing body of the City of Kyle, Texas held a Joint Workshop Meeting with P&Z at 7:30 PM on August 13, 2013, at Kyle City Hall, 100 West Center, Kyle, Texas for the purpose of discussing the following agenda with the following persons present:

Mayor Lucy Johnson
Mayor Pro Tem Hervol
Council Member LeMense
Council Member Selbera
Council Member Bryant
Council Member Benninghoff
Council Member Wilson
Lanny Lambert, City Manager
Jerry Hendrix, Director of Communications
Sophia Nelson, Director of Planning & Zoning
Diana Blank, Director of Economic Development
Robert Olvera, IT
Jeff Barnett, Police Chief

CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 7:30 P.M.

ROLL CALL:

Present were Mayor Johnson, Mayor Pro Tem LeMense , Council Member Hervol, Council Member Selbera, Council Member Bryant, Council Member Benninghoff and Council Member Wilson.

CONSIDER AND POSSIBLE ACTION

1. Presentation and General Discussion of Any and All Issues regarding submitted Yarrington Road Planned Unit Development

Sofia Nelson, Planning Director provided a presentation that included the PUD Request, Current Zoning and Future Land Use Designation, Comprehensive Plan Guidance and information on what a PUD is along with PUD rules (Presentation attached) and a brief presentation by Hugo Elizondo on behalf of the property owner.

Discussion only. No action taken.

ADJOURN

CITY COUNCIL P&ZWORKSHOP
August 13, 2013 ~ Page 2
Kyle City Hall

With no further business to discuss

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

The City Council Workshop meeting adjourned at 8:49 P.M.

Lucy Johnson, Mayor

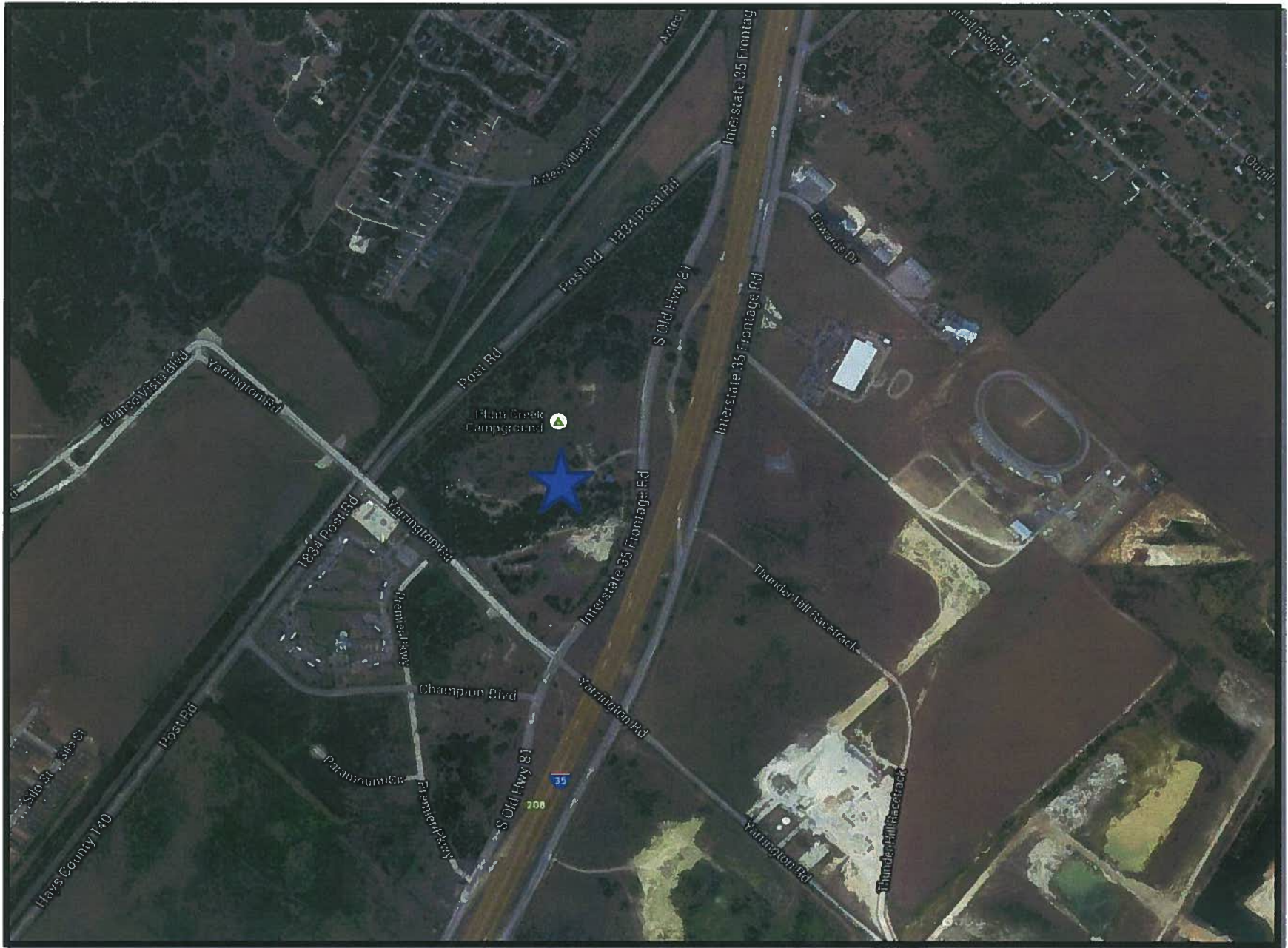
Amelia Sanchez, City Secretary

PGI Investment- PUD request

Presentation and Public Hearing

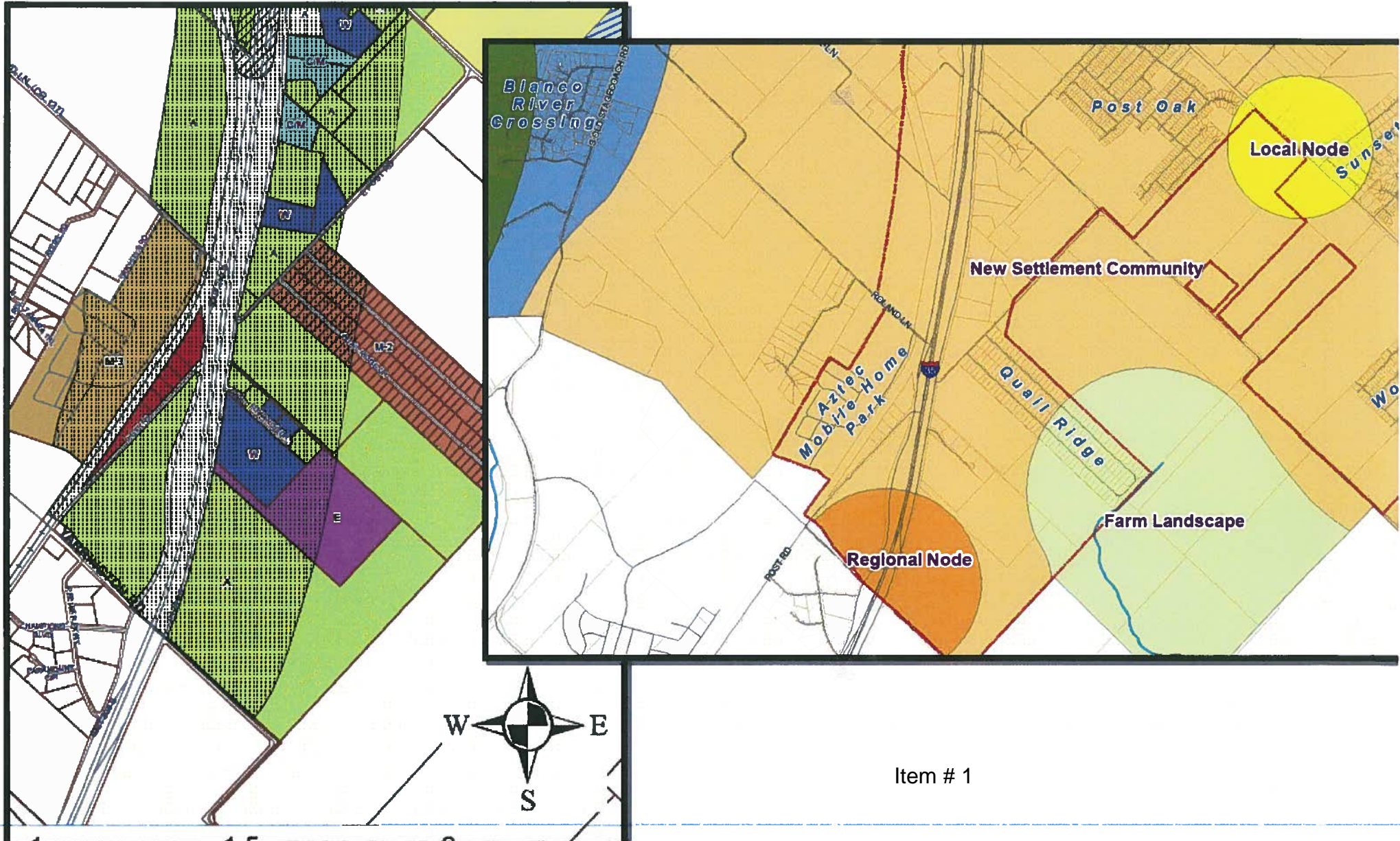
July 23, 2013

Location



Item # 1

Current Zoning and Future Land Use Designation



Comprehensive Plan Guidance

REGIONAL NODE

CHARACTER

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

INTENT

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

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

JURISDICTION

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



Illustrative Photograph



Illustrative Photograph

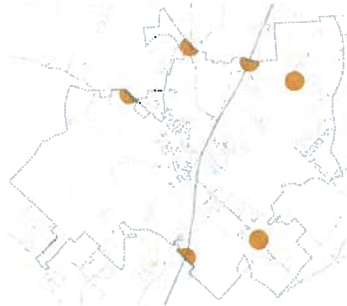


Figure 19: Regional Node Key Map

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Item #51

What is a Planned Unit Development District (PUD)?

A PUD district is a zoning overlay tool that is intended to provide a flexible, alternative procedure to encourage imaginative and innovative designs for the unified development of property in the city consistent with city code zoning chapter and accepted urban planning, with overall mixed-use regulations as set forth below and in accordance with the city's comprehensive plan

What is a PUD?

The planned unit development rules are designed to:

- (1) Allow development which is harmonious with nearby areas;
- (2) Enhance and preserve areas which are unique or have outstanding scenic, environmental, cultural or historic significance;
- (3) Provide an alternative for more efficient use of land, resulting in smaller utility networks, safer streets, more open space, and lower construction and maintenance costs;
- (4) Encourage harmonious and coordinated development, considering natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
- (5) Facilitate the analysis of the effect of development upon the tax base, the local economy, population, public facilities and the environment;
- (6) Provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
- (7) Require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.

What is meant by flexible planning?

- Sec. 53-703.
- (a) When considering a planned unit development (PUD), the unique nature of each proposal for a PUD may require, under proper circumstances, the departure from the strict enforcement of certain present codes and ordinances, e.g., without limitation, the width and surfacing of streets and highways, lot size, parking standards, set backs, alleyways for public utilities, signage requirements, curbs, gutters, sidewalks and streetlights, public parks and playgrounds, drainage, school sites, storm drainage, water supply and distribution, sanitary sewers, sewage collection and treatment, single use districts, etc.
- (b) Final approval of a PUD by the city council shall constitute authority and approval for such flexible planning to the extent that the PUD as approved, departs from existing codes and ordinances.
- (c) The flexibility permitted for a PUD does not imply that any standard or requirement will be varied or decreased.

PUD Rules

Sec. 53-704.

The city council, after public hearing and proper notice to all parties affected and after recommendation from the planning and zoning commission, may attach a planned unit development district designation to any tract of land equal to or greater than three buildable acres. Under the planned development designation the following rules apply:

- (1) The approval of any proposed PUD or combination of uses proposed therein shall be subject to the discretion of the city council, and no such approval will be inferred or implied.
- (2) Permitted uses are those listed under the applicable zoning districts for the base zoning to be applied to the PUD (for example, the permitted uses in a PUD proposed to be developed as CBD-2, RS, W, CM districts). In addition, a planned unit development district may be established where the principal purpose is to serve as a transitional district, or as an extension of an existing district whereby the provision of off-street parking, screening walls, fences, open space and/or planting would create a protective transition between a lesser and more restrictive district. In approving a planned unit development, additional uses may be permitted, and specific permitted uses may be prohibited from the base district.

PUD Rules cont.

(3) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development; provided that the plan is consistent with sound urban planning and good engineering practices.

- a. Front, side and rear setbacks.
- b. Maximum height.
- c. Maximum lot coverage.
- d. Floor area ratio.
- e. Off-street parking requirements.
- f. Special district requirements pertaining to the base zoning.
- g. Number of dwelling units per buildable acre.
- h. Accessory building regulations.
- i. Sign standards.

PUD Rules cont.

- (4) In approving a planned unit development, no standards may be modified unless such modification is expressly permitted by this chapter, and in no case may standards be modified when such modifications are prohibited by this chapter.
- (5) In approving a planned unit development, the city council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, light and air, orientation, type and manner of construction, setbacks, lighting, landscaping, management associations, open space, and screening.
- (6) The planning and zoning commission and city council, in approving modifications to standards and regulations, shall be guided by the purpose intended by the base zoning and general intent of this chapter.

Project Timeline

- ❑ 8/21/12 Council denied request for RS zoning
- ❑ 11/7/12 Council approved waiver from 1 year waiting period to request rezoning
- ❑ 3/18/13- Meeting with Eng./Applicant and Councilmember Selbera to submit application for PUD
- ❑ 3/22- City of San Marcos emailed utility service letter for site.

Project Timeline

- ❑ 3/27- TIA review starts (fee was submitted)

- ❑ 4/25- Meeting with Eng./Applicant, Property Owner, Councilmember Selbera to review staff comments

- ❑ 5/2- Staff emailed comments to applicant

- ❑ 5/28- meeting with Eng./Applicant and property owner to discuss signage

Project Timeline

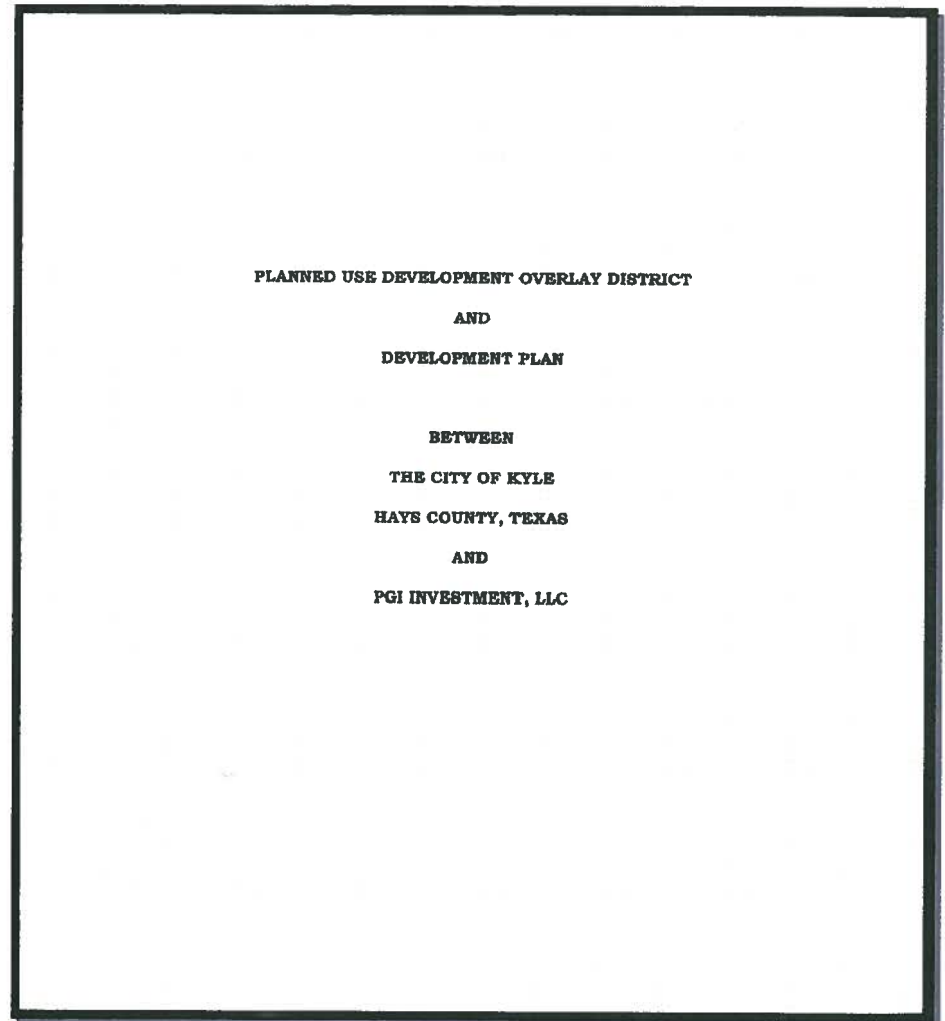
- ❑ 6/21- Eng./Applicant submitted revised plan set per comments discussed at 4/25 meeting and emailed 5/2

- ❑ 7/10- Staff emailed comments to Eng./Applicant

- ❑ 7/15- Meeting with Eng./applicant and Councilmember Selbera

Submitted PUD

- Planned Use Development Overlay District and Development Plan
 - Definitions
 - Governing Regulations
 - Utilities
 - General Provisions



Submitted PUD

- Exhibit A- Legal Description

EXHIBIT "A"

FIELD NOTES DESCRIBING 47.74 ACRES OF LAND OUT OF THE JAMES W. WILLIAM SURVEY NO. 11, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 49.61 ACRES TRACT DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT 774740 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION CONVEYED FOR RIGHT-OF-WAY DESCRIBED IN VOLUME 3051, PAGE 277, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY LINES AND BOUNDS AS FOLLOWS:

BEGINDING at a 1/4 inch iron rod found at the intersection in the west e.s.w. line of the Interstate Highway 35 and the northerly e.s.w. line of Yarrington Road for the most southerly corner hereof;

THENCE along the northerly e.s.w. line of Yarrington Road, North 45°16'08" West, 83.29 feet to cap iron rod set for the beginning of a curve to the right;

THENCE along said curve with a radius of 6000.63 feet and whose chord bearing distance bears North 42°17'18" West, 366.50 feet to a cotton spherule set for the beginning of a curve to the left;

THENCE along said curve with a radius of 6108.64 feet and whose chord bearing distance bears North 47°34'36" West, 254.41 feet to a fence post found for the end of said curve;

THENCE continuing along the north e.s.w. line of Yarrington Road North 29°21'22" West, 486.62 feet to a cap iron rod found for angle point and North 53°01'29" West, 172.81 feet to a cap iron rod set in the southerly e.s.w. line of Post Road for the most westerly corner hereof;

THENCE along the southerly e.s.w. line of Post Road the following corners:

1. North 57°13'34" East, 85.88 feet to a 1/4 inch iron rod found;
2. North 40°20'37" East, 63.89 feet to a 1/4 inch iron rod found;
3. North 49°21'19" East, 355.83 feet to a cap iron rod set;
4. North 44°03'43" East, 445.78 feet to a cap iron rod set;
5. North 44°03'17" East, 381.62 feet to a cap iron rod set;
6. North 44°34'12" East, 603.88 feet to a 1/4 inch iron rod found;
7. North 62°43'56" East, 484.50 feet to a concrete monument found for the most southerly corner hereof;



THENCE South 78°22'17" East, 50.24 feet to a concrete monument found in the westerly e.s.w. line of IH 35 for the most easterly corner hereof;

THENCE along the westerly e.s.w. line of IH 35 the following corners:

1. South 10°46'35" West, 149.63 feet to a concrete monument found;
2. South 19°46'31" West, 204.19 feet to a cap iron rod set;
3. South 23°23'07" West, 348.50 feet to a cap iron rod set;
4. South 29°26'10" West, 258.20 feet to a concrete monument found;
5. South 22°13'17" West, 290.20 feet to a cap iron rod set;
6. South 09°03'28" West, 291.79 feet to a concrete monument found;
7. South 04°48'39" West, 200.31 feet to a 1/4 inch iron rod found;
8. South 04°15'29" West, 201.31 feet to a concrete monument found;
9. South 18°22'34" West, 294.77 feet to a 1/4 inch iron rod found;
10. South 23°16'49" West, 206.47 feet to a 6/16 inch rod found;
11. South 44°59'04" West, 314.31 feet to the PLACE OF BEGINNING and containing 47.74 acres of land more or less.

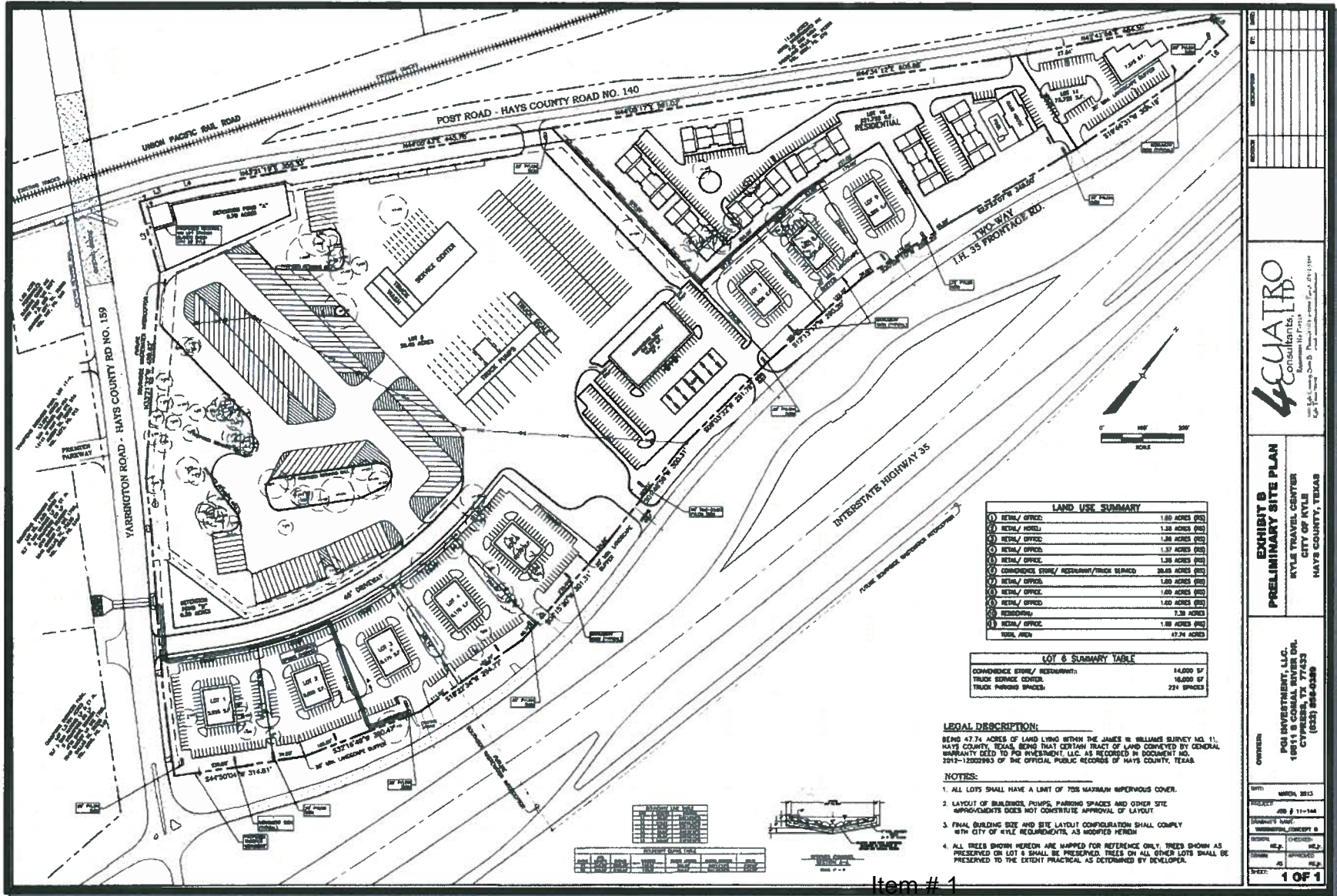
FIELD NOTES TO BE USED WITH THE ATTACHED PLAT.

RODOLFOE
2/9/08



- Exhibit B-
Preliminary
Site Plan

Submitted PUD



4 CUATRO
 CONSULTANTS
 10000 N. LOOP WEST, SUITE 1000
 DALLAS, TEXAS 75243
 (972) 412-1000

**EXHIBIT B
 PRELIMINARY SITE PLAN
 KYLE TRAVEL CENTER
 CITY OF KYLE
 HAYS COUNTY, TEXAS**

**PG INVESTMENT, L.L.C.
 19014 S COMAL RIVER DR.
 CYPRESS, TX 77433
 (832) 566-0389**

DATE: APRIL 2013
PROJECT: JOB # 11-144
DESIGNED BY: CHEN
CHECKED BY: CHEN
DATE: AS APPLICABLE
SHEET: 1 OF 1

Submitted PUD

- Exhibit C- Project Approvals, Variances, and Exceptions

EXHIBIT C:
PROJECT APPROVALS, INCLUDING VARIANCES AND EXCEPTIONS

	CODE SECTION OR STANDARD	CODE	IH 35 OVERLAY	PUD
A	Front, side and rear setbacks	RS: 25', 10' and 15', R-3-3: 25', 7' and 15'	Same as Code	Propose 30 foot minimum landscape buffer along IH 35 and Yarrington Road.
B	Maximum Height	RS and R-3-3: 45'	Same as Code	45' Maximum or as Governed by local airport requirements.
C	Maximum Lot Coverage	80 percent driven by 20 percent landscaping requirement	Same as Code	75 percent of Lot area
D	Floor Area Ratio:	1.8 to 1	Same as Code	2 to 1
E	Off Street Parking Requirements	RS: 1 space required per 250 square feet of gross floor area. R-3-3: Two spaces minimum for each living unit and 1/2 space per each bedroom above	Same as Code	RS: 1 space required per 275 square feet of gross floor area, or as agreed to with Staff based on hours of use and reciprocal parking agreements. R-3-3: One space per living unit minimum and 1/2 space per each bedroom above. Truck Parking: Numbers of spaces shall be determined by site specific Parking Study proposed for Lot 6.
F	Special District Requirements pertaining to base zoning	NA	100 percent masonry, no verbiage regarding trade dressing, 30 percent glazing minimum, massing and form requirement of 5 design features for buildings less than 50,000 square feet	Allow trade dressing on corporate brands, 90 percent masonry including front façade and sides limit, glazing on front of buildings to 25 percent, reduce building massing and form requirements to 5 for same.
G	Number of dwelling units per acre	RS: Not applicable, MF: 28 units/acre	Same as Code	28/acre
H	Accessory Building Regulations	N/A	Item # N/A	N/A

Submitted PUD

- Exhibit D- Additional Development Standards

EXHIBIT "D"

DEVELOPMENT STANDARDS KYLE TRAVEL CENTER KYLE, TEXAS

GENERAL DESIGN STANDARDS

The buildings and other improvements constructed for the project shall be consistent with the design concepts used in the construction of Kyle City Hall. Buildings shall be designed with an overall Architectural theme and materials consistent with the Kyle City Hall. The project shall include several building front facade designs that will carry the theme throughout the site. The buildings constructed within the Kyle Travel Center shall have a minimum of ninety (90%) percent masonry walls as defined below, exclusive of storefronts and other openings. Red brick shall be used throughout the Kyle Travel Center as a design element on building facades facing a public street and shall be similar in color. Landscaping, hardscape features, site furnishings and signage will employ similar materials and compatible designs to further the perception of the Kyle City Hall.

Any design standard not specially addressed in this Exhibit, shall comply with the City's IH 35 Overlay Ordinance and Zoning Ordinance.

MATERIAL SELECTIONS

A. Masonry

1. For this project "Masonry" shall be defined to include the following:

Brick
Natural Stone
Concrete Masonry Units
Stucco/Plaster/Synthetic Stucco to be used in detail applications only
Concrete either exposed, sandblasted or texture and painted

2. All brick used throughout the site shall be red in color and be compatible with any indigenous stone used.
3. Natural stone will come from sources within the regional proximity and may be used in varying sizes and shapes throughout the Project.
4. Stucco/Plaster/Synthetic Stucco in general will be integrally colored in hues and tones pulled from and compatible with the red brick and natural colors of the stone. However, other colors may be introduced in specific small areas when necessary to accomplish the design.

Item # 1

Submitted PUD

- Exhibit E- Elevations

EXHIBIT E

EAST (FRONT) ELEVATION 3/16" = 1'-0"

ARCHITECTURAL DESIGN SCHEMATICS MUST COMPLY WITH THE REQUIREMENTS STATED IN "H-88 OVERLAY DISTRICT DEVELOPMENT STANDS" SEC. 88-889 OF CITY OF KYLE ORDINANCE. THE USE OF MASONRY MATERIAL, GLASS, AND THE "FOUR SIDED" DESIGN MUST BE IN COMPLIANCE WITH SAID ORDINANCE.

FRONTAGE: GROUND UP TO 10FT AD. AREA = 15'x150' = 1500 S.F.
 30% REQUIRED GLAZING AREA = 450 S.F.
 PROVIDED: 618 S.F.(WINDOWS) + 74 S.F.(DOORS) = 692 S.F. > 450 SF. OK

MAX. SIGN ALLOWANCE: 15' X 150' X 10% = 225 S.F. OF SIGNAGE ON BUILDING.
 PROPOSED SIGN BOARD: 120 S.F. + 2X32.5 S.F. = 229 S.F. OK

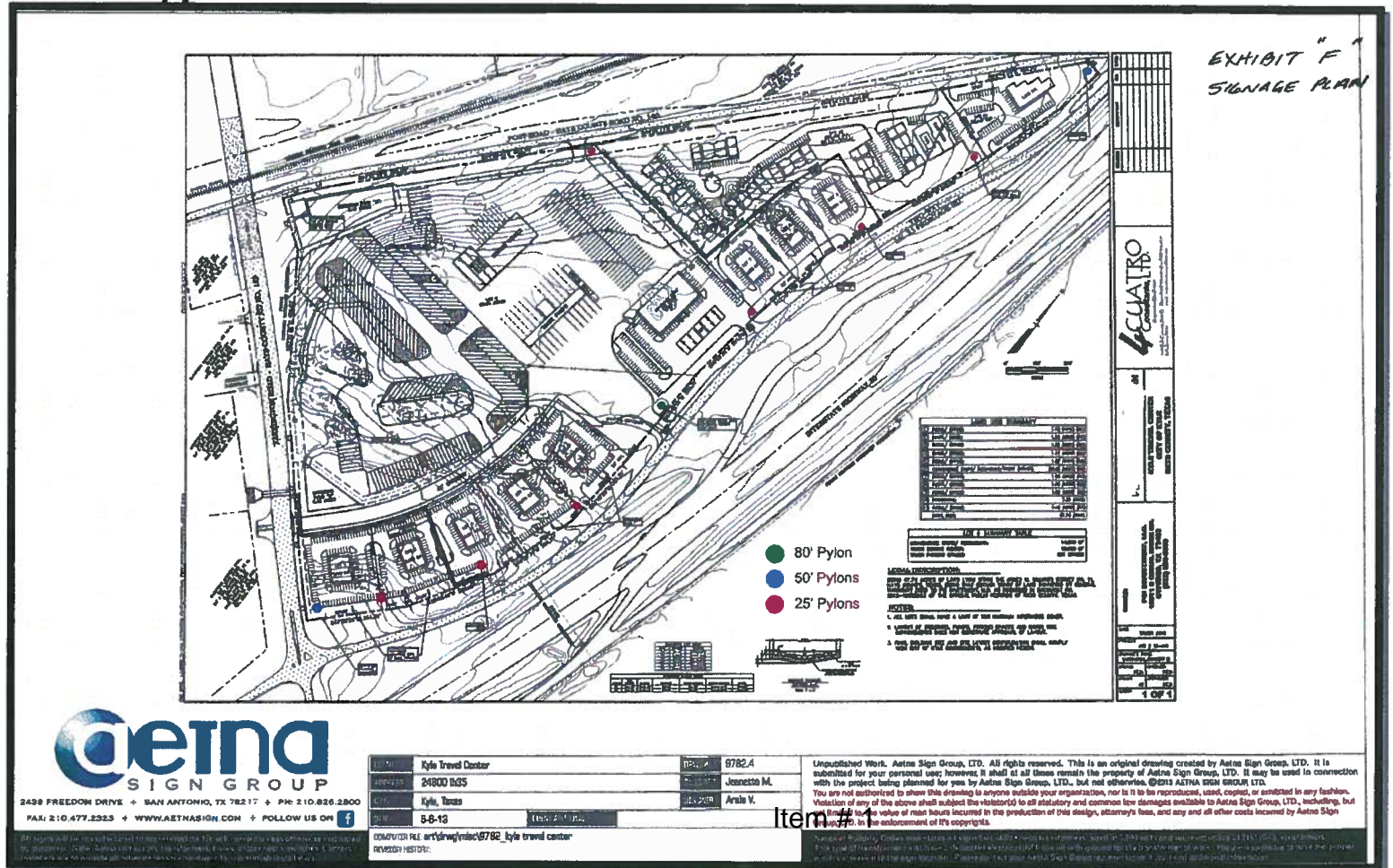
MAX. PYLON SIGN ALLOWANCE: 180 S.F. @ MAX. HEIGHT OF 35FT. (SEC. 25-17)

Tichen Architects
 21450 H-35
 KYLE, TEXAS 75840
 ELEVATIONS
 A-2.0

Item # 1

Submitted PUD

- Exhibit F- Signage Plan
 - Locations
 - Sign Renderings



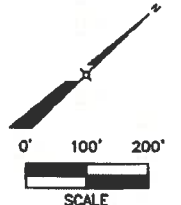
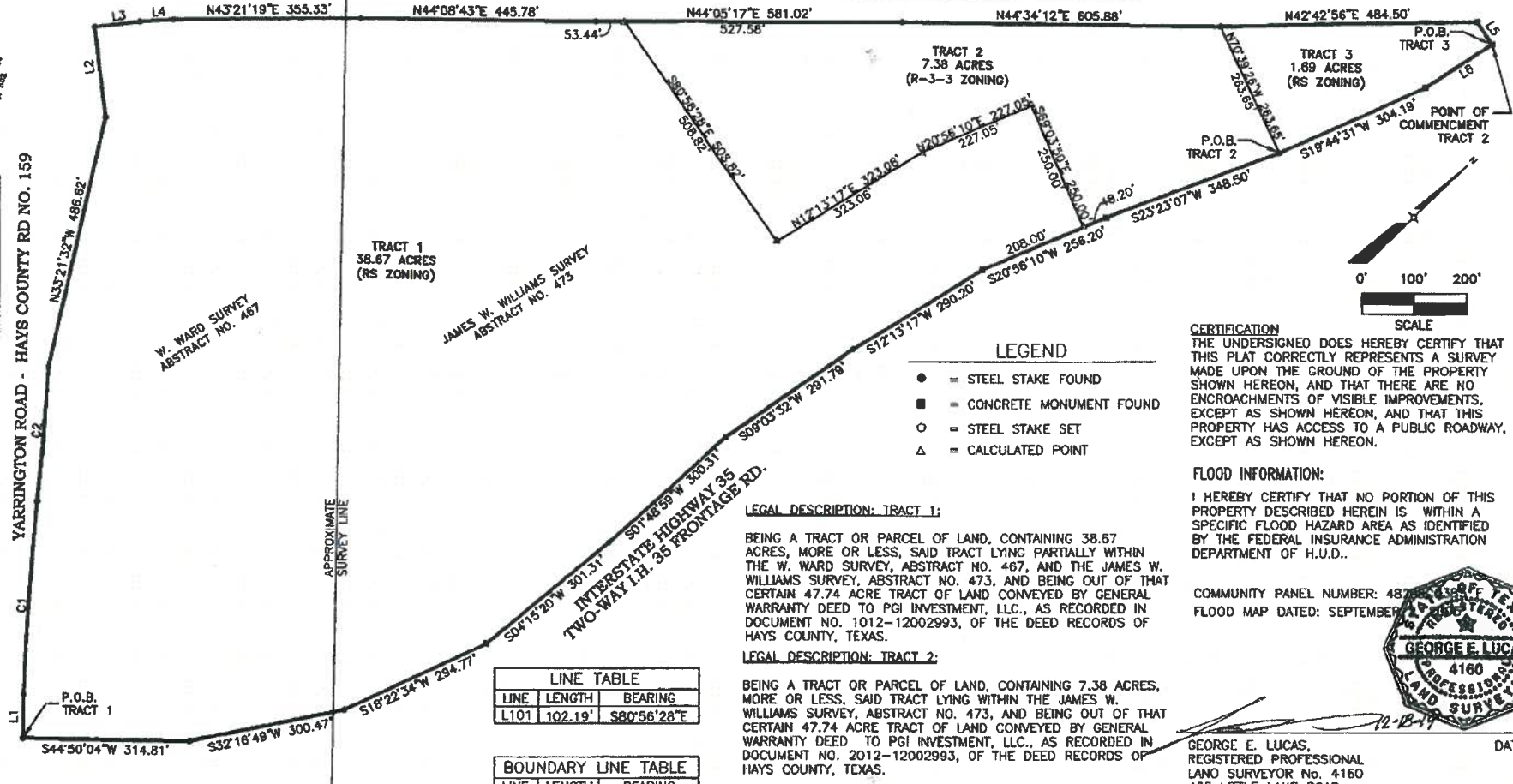
Development Proposal

SURVEY PLAT

11.03 ACRES INC
HOTEL INVESTMENTS INC
P.O. BOX 6304
WOODLAND HILLS, CA 91368
TEL. 351, PG. 370

POST ROAD - HAYS COUNTY ROAD NO. 140

YARRINGTON ROAD - HAYS COUNTY RD NO. 159

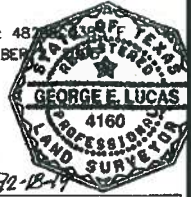


- LEGEND**
- = STEEL STAKE FOUND
 - = CONCRETE MONUMENT FOUND
 - = STEEL STAKE SET
 - △ = CALCULATED POINT

CERTIFICATION
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

FLOOD INFORMATION:
I HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY DESCRIBED HEREIN IS WITHIN A SPECIFIC FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF H.U.D..

COMMUNITY PANEL NUMBER: 487
FLOOD MAP DATED: SEPTEMBER 1987



12-15-17
DATE
GEORGE E. LUCAS,
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4160
435 LITTLE LAKE ROAD
HUTTO, TEXAS 78634
(512) 365-4857

LEGAL DESCRIPTION: TRACT 1:
BEING A TRACT OR PARCEL OF LAND, CONTAINING 38.67 ACRES, MORE OR LESS, SAID TRACT LYING PARTIALLY WITHIN THE W. WARD SURVEY, ABSTRACT NO. 467, AND THE JAMES W. WILLIAMS SURVEY, ABSTRACT NO. 473, AND BEING OUT OF THAT CERTAIN 47.74 ACRE TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO PGI INVESTMENT, L.L.C., AS RECORDED IN DOCUMENT NO. 1012-12002993, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

LEGAL DESCRIPTION: TRACT 2:
BEING A TRACT OR PARCEL OF LAND, CONTAINING 7.38 ACRES, MORE OR LESS, SAID TRACT LYING WITHIN THE JAMES W. WILLIAMS SURVEY, ABSTRACT NO. 473, AND BEING OUT OF THAT CERTAIN 47.74 ACRE TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO PGI INVESTMENT, L.L.C., AS RECORDED IN DOCUMENT NO. 2012-12002993, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

LEGAL DESCRIPTION: TRACT 3:
BEING A TRACT OR PARCEL OF LAND, CONTAINING 1.69 ACRES, MORE OR LESS, SAID TRACT LYING WITHIN THE JAMES W. WILLIAMS SURVEY, ABSTRACT NO. 473, AND BEING OUT OF THAT CERTAIN 47.74 ACRE TRACT OF LAND CONVEYED BY GENERAL WARRANTY DEED TO PGI INVESTMENT, L.L.C., AS RECORDED IN DOCUMENT NO. 2012-12002993, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

LINE TABLE

LINE	LENGTH	BEARING
L101	102.19'	S80°56'28"E

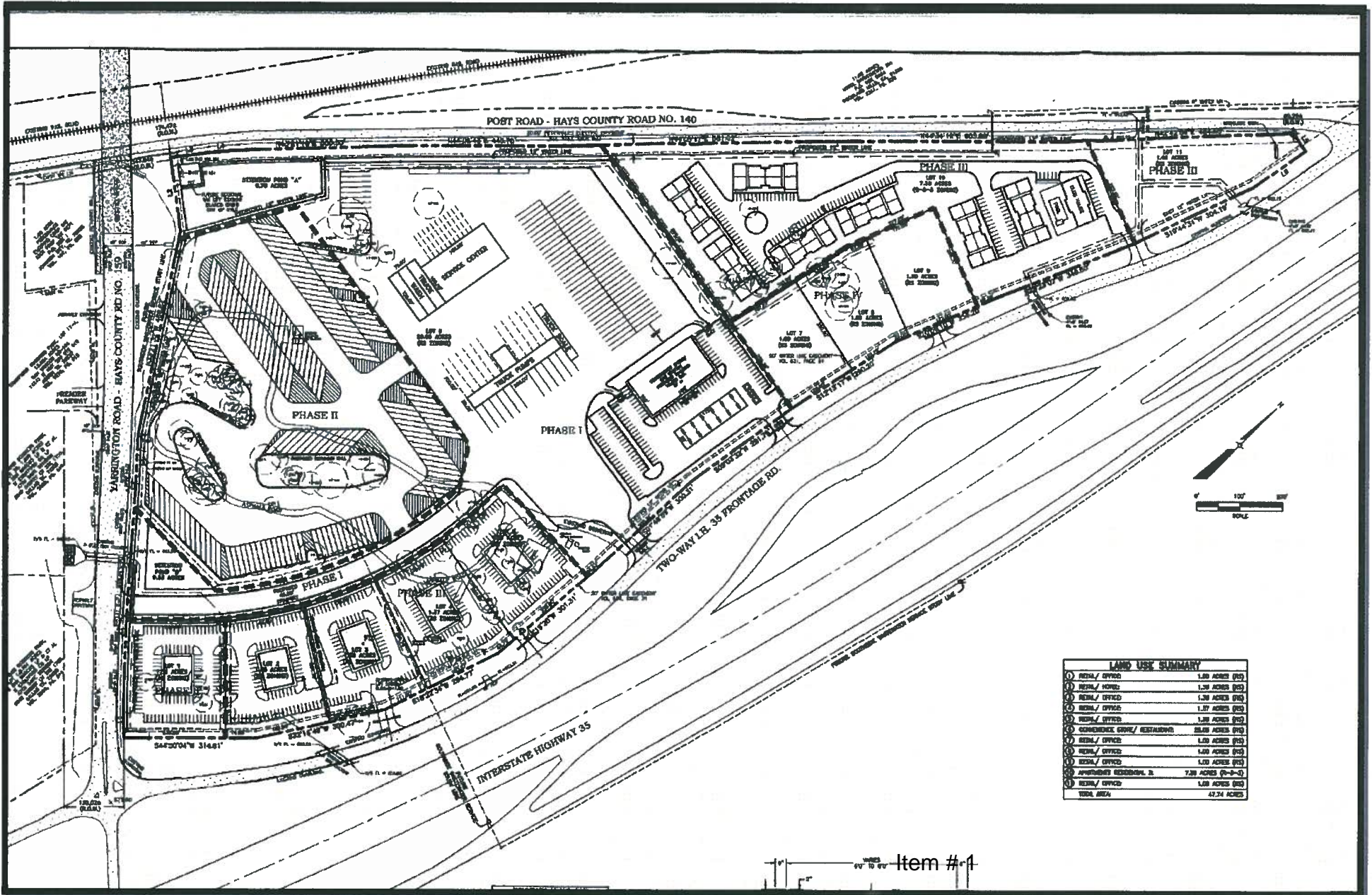
BOUNDARY LINE TABLE

LINE	LENGTH	BEARING
L1	83.29'	N45°18'08"W
L2	172.81'	N53°01'29"W
L3	85.38'	N37°13'25"E
L4	63.93'	N40°30'37"E
L5	50.24'	S78°52'17"E
L6	149.65'	S10°10'35"W

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	TANGENT	CHORD LENGTH	CHORD BEARING	DELTA
C1	366.36'	6000.63'	183.24	366.30'	N42°11'18"W	3°29'53"
C2	256.59'	6100.64'	128.31	256.57'	N41°38'30"W	2°24'35"

4 CUATRO
Consultants, LTD.
Registration No. T-2522
3801 Kalk Creek, Suite D, P.O. Box 112, 21020 FM 1512, 75114-2297
High Tower 75060



LAND USE SUMMARY		
①	RETAIL / OFFICE	1.80 ACRES (85)
②	RETAIL / HOTEL	1.30 ACRES (65)
③	RETAIL / OFFICE	1.30 ACRES (65)
④	RETAIL / OFFICE	1.87 ACRES (95)
⑤	RETAIL / OFFICE	1.80 ACRES (90)
⑥	CONVENIENCE STORE / RESTAURANT	0.80 ACRES (40)
⑦	RETAIL / OFFICE	1.80 ACRES (90)
⑧	RETAIL / OFFICE	1.80 ACRES (90)
⑨	APARTMENT RESIDENTIAL 2	1.00 ACRES (50)
⑩	RETAIL / OFFICE	7.20 ACRES (360)
⑪	RETAIL / OFFICE	1.80 ACRES (90)
TOTAL AREA:		43.24 ACRES

Development Details cont.

- 11 total proposed lots
 - 10 commercial
 - 1 multifamily (28 units per acre)
- Commercial Center Anchor
 - 14,000 sf. Convenience store/restaurant
 - 18,000 sf. Truck Service Center
 - 221 Truck Parking Spaces

Development Details cont.

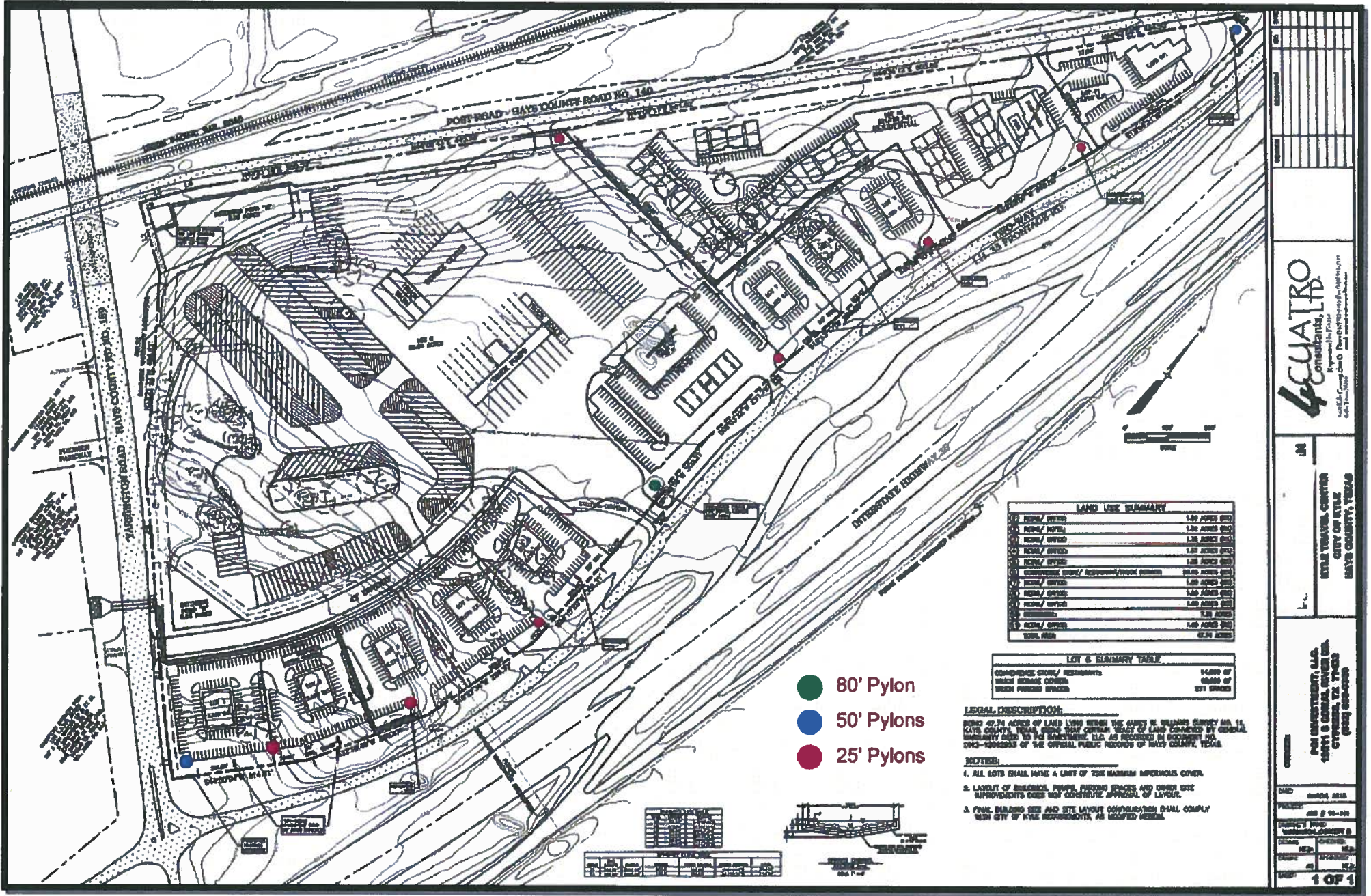
- No change to setbacks
- Impervious cover for every lot shall be 75% instead of 80%
- 90% masonry on front and sides of building
 - Standards must be consistent throughout the documents and exhibits (i.e. renderings indicate masonry on 4 sides but chart indicates front and side).
- 30' landscape buffer provided
 - Specifics on landscaping materials, size and amounts still need to be locked down

Development Details cont.

- Trees have been inventoried but trees to be preserved have not been identified on a plan
- Rock lined channel to convey spring flow
- Parking Standards
 - Reduced parking standards for Retail Services and Multi-family
 - Truck Parking will be in excess of 150% of minimum parking standard

Development Details cont.

- Signage Plan
 - 5 monument signs
 - 10 double sided freestanding pylon signs
 - 9 on IH-35
 - 1 on Post Road
 - 1- 80' Pylon
 - 2- 50' Pylons
 - 7- 25' Pylons



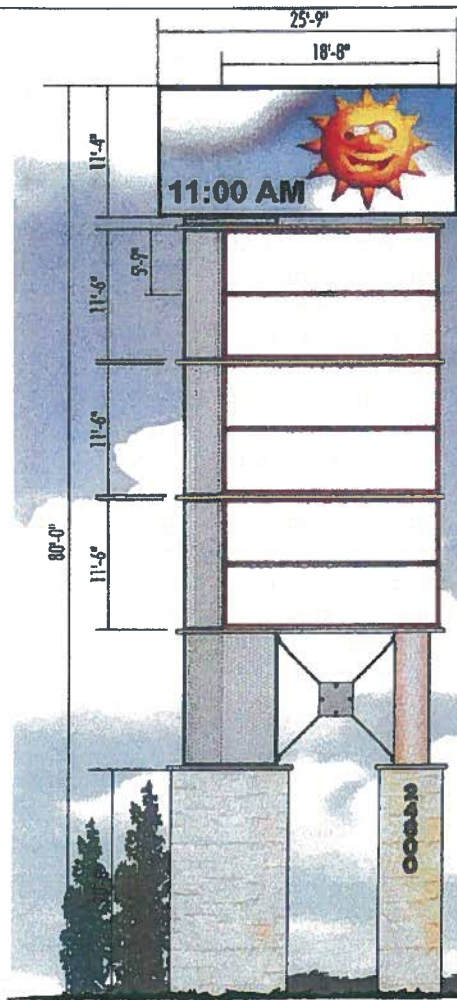
CUATRO
 Consultants,
 Registered Professional Engineers
 1001 W. Loop West, Suite 100
 Houston, Texas 77027
 Phone: (281) 261-1111
 Fax: (281) 261-1112
 www.cuatro.com

KYLE TOWERS CENTER
 CITY OF KYLE
 BAYS COUNTY, TEXAS

FOR SUBMITTAL, I.A.C.
 CITY & COUNTY ENGINEER
 CIVIL ENGINEER
 (SEE SEALS)

DATE: 08/25/11
 PROJECT: 11-01-11
 SHEET: 1 OF 1

Item # 1



Specifications:

Manufacture and install one (1) new D/F pylon sign.

(2) S/F/ Full Color LED Display

Tenant Cabinets - alum. Construction, 4" retainers, White lexan faces, applied vinyl, Inter. Illum. By H-O Lamps

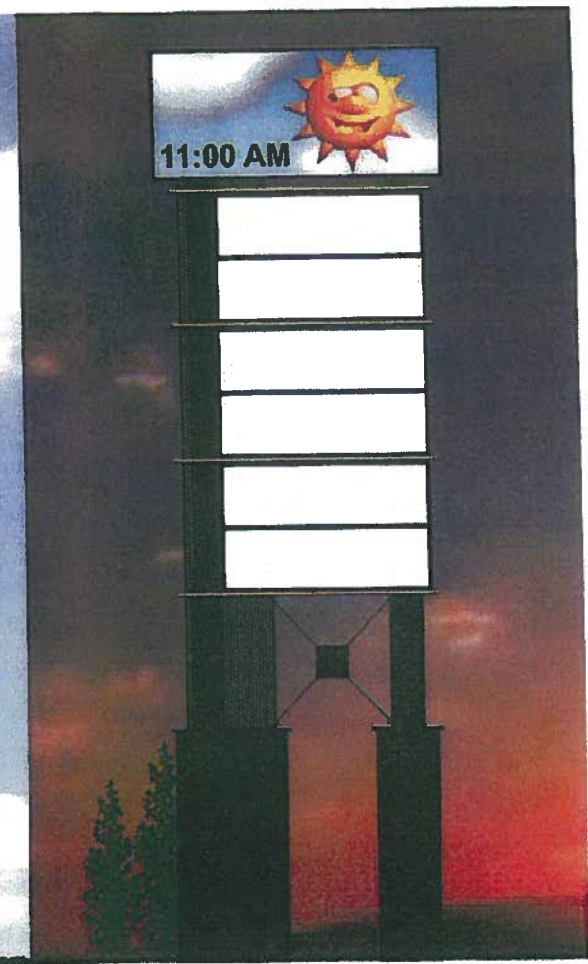
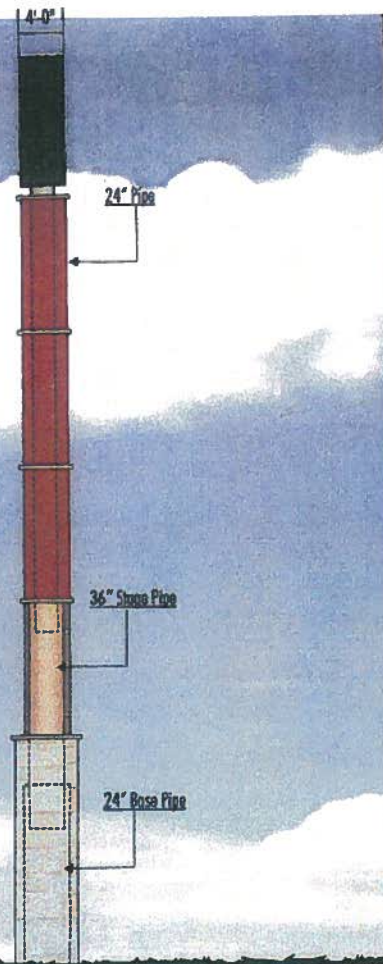
Pole Cover - perforated alum. Construction, ptd brush silver, 4" "C" channel reveals with exposed neon.

Note:
All Color And Specified Materials To Match Shopping Center

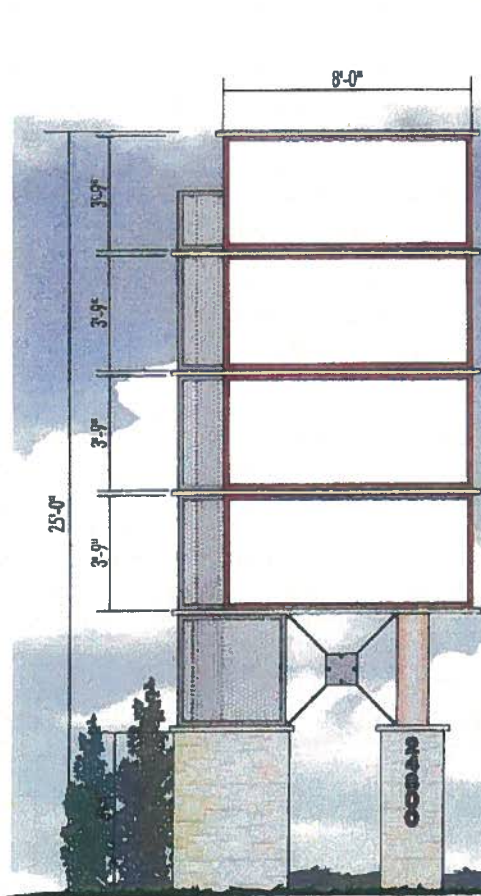
Stone work to match building by others.

Footings required:
6'-0" hole dia.
18'-0" deep.

Front View - Scale: 3/32" = 1'-0"



Night View



Front View - Scale: 1/4" = 1'-0"

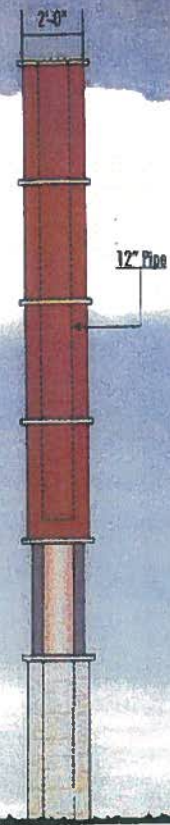
Specifications:
 Manufacture and install one (1) new D/F pylon sign.

Tenant Cabinets - alum. Construction,
 2" retainers, White lexan faces, applied vinyl,
 Inter. illum. By H-O Lamps

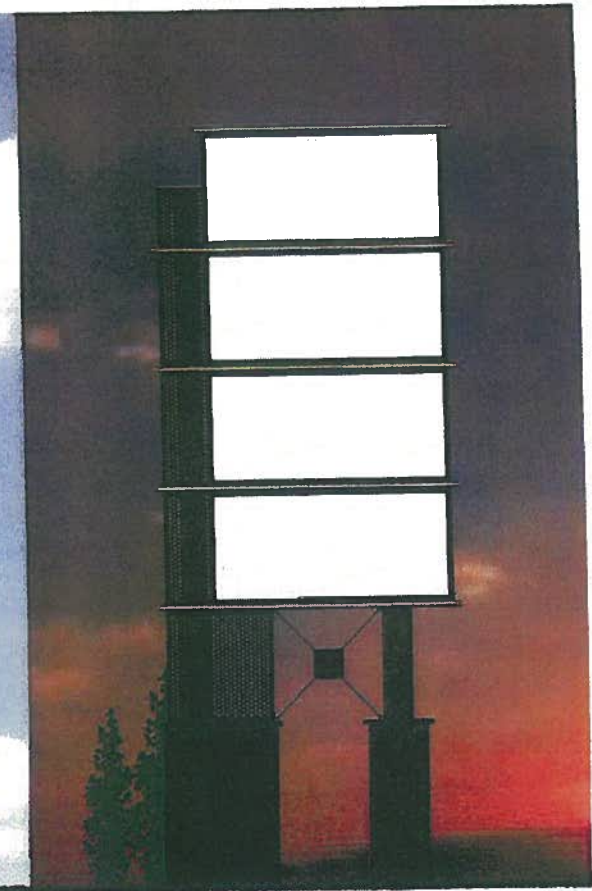
Pole Cover - perforated alum. Construction,
 phd-brush silver, 4" "C" channel reveals with
 exposed neon.

Notes:
 All Color And Specified Materials To
 Match Shopping Center

Stone work to match building by others.



Footings required:
 3'-0" hole dia.
 10'-0" deep.



Night View



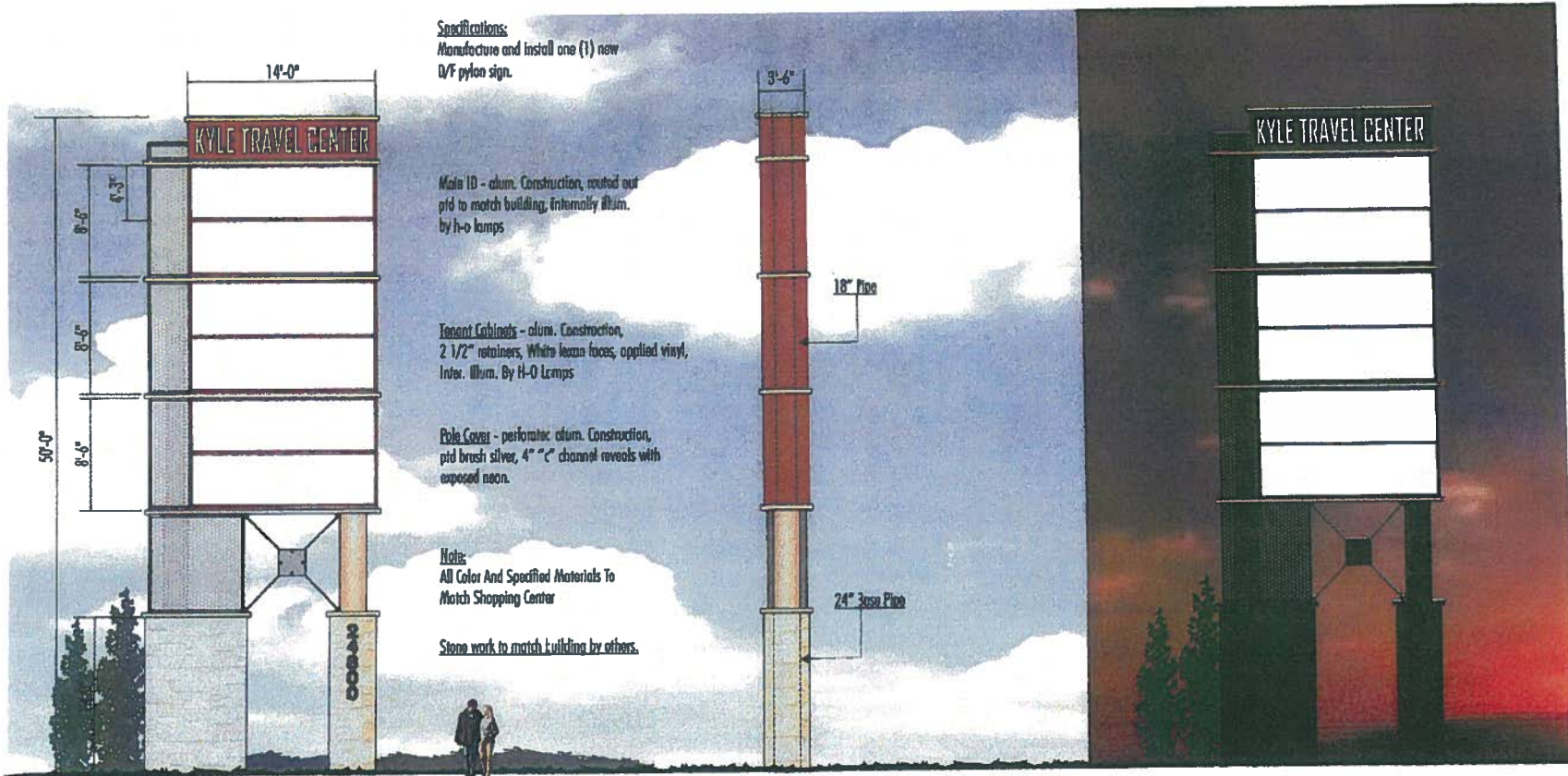
2438 FREEDOM DRIVE + SAN ANTONIO, TX 78217 + PH: 210.828.2800
 FAX: 210.477.2823 + WWW.AETNASIGN.COM + FOLLOW US ON

PROJECT	Kyle Travel Center	DATE	8/28/2012
NUMBER	24800 tk35	DRAWN BY	Juanette M.
LOCATION	Kyle, Texas	DESIGNED BY	Artie V.
DATE	8-8-13	SCALE	AS SHOWN

COMPUTER FILE: artdwg\ymloc\8782_kyle travel center
 REVISION HISTORY:

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Front View - Scale: 1/8" = 1'-0"

Footings required:
4'-0" hole dia,
12'-6" deep.

Night View



2438 FREEDOM DRIVE + SAN ANTONIO, TX 78217 + PH: 210.926.2800
FAX: 210.477.3223 + WWW.AETNASIGN.COM + FOLLOW US ON

PROJECT	Kyle Travel Center	DATE	8/28/11
ADDRESS	24800 IH35	DRAWN BY	Juanette M.
CITY	Kyle, Texas	CHECKED BY	Arvia V.
DATE	8-8-13	SCALE	AS SHOWN

COMPUTER FILE: arvhjw/misc/8782_kyle travel center
REVISION: 1/10/14

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Professional Building Codes, codes, codes, all signs that are not constructed in accordance with the International Building Code and all other applicable codes. This is a copy of specifications that have been prepared for the client's use only. It is not to be used for any other purpose without the written approval of the sign installer. Please contact your local Sign Group representative if you have any questions.

Image Front

ORIGINAL DOCUMENT HAS A SECURITY VOID BACKGROUND PATTERN. MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

CITY OF KYLE
100 W. CENTER ST.
P.O. BOX 40
KYLE, TX 78640
PHONE (512) 282-1010

BROADWAY NATIONAL BANK
800.531.7650
broadwaybank.com
88-2193/1140,
520

080021591 **021591**

Date: 07/25/2013 Amount: \$12,824.10

VOID AFTER 180 DAYS

Pay: TWELVE THOUSAND EIGHT HUNDRED TWENTY-FOUR AND 10/100 Dollars

To the order of:
Half Associates Inc
PO Box 910259
Dallas, TX 75391-0259

Wendy Bates
George Moore

⑈021591⑈ ⑆114021933⑆ ⑆0000920412⑈ ⑆0001282410⑈

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH ON EDGES AND RED IMAGE DISAPPEARS WITH HEAT.

Image Back

JPMORGANCHASE BK-NA CR TO NMD

080113 >074909082< PAYEE ALL

13418887 0910259 RTS RSVD

00853904 010 0000088804217352

PLANNED USE DEVELOPMENT OVERLAY DISTRICT

AND

DEVELOPMENT PLAN

BETWEEN

THE CITY OF KYLE

HAYS COUNTY, TEXAS

AND

PGI INVESTMENT, LLC

PLANNED USE DEVELOPMENT OVERLAY DISTRICT

STATE OF TEXAS §

COUNTY OF HAYS §

This Planned Use Development Overlay District (“PUD”) is between the City of Kyle, Texas (the “City”) and **PGI Investment, LLC** (PGI). In this PUD, the City and PGI are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS:

PGI, directly or through an affiliate or one or more assignees, intends to develop approximately 47.74 acres of land (the “Land”) located within the City of Kyle full purpose annexation area and in Hays County, Texas (the County”). The Land is more fully described on the attached Exhibit A. Owner and City desire that the entire Land be governed by this PUD.

The unique geometry of the Site including its triangular shape, its boundary of Interstate 35 and Post Road/Union Pacific Railroad, and the elevated Yarrington Road. The low lying area and significant tree cover also contributes to the uniqueness of the Project site topography and constraints. This PUD allows this unique site to be developed in compliance with the City of Kyle Comprehensive Plan by allowing flexibility of use, enhanced landscaping, and an enhanced commercial tax base.

PGI intends to develop the Land as a master-planned, mixed-use community that will include commercial and residential uses conforming with Chapter 53 Article III Planned Unit Development District requirements of the City of Kyle Zoning Ordinance. In this PUD, the Land, as it will be developed, is sometimes referred to as the “Project”.

The City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City. The City has adopted a Comprehensive Master Plan with land use districts ("Master Plan") to guide the City in planning for future growth and development. PGI and the City wish to enter into this PUD to provide an alternative to the City's typical regulatory process for development, provide development that is harmonious with the intent of the Plan and PGI's vision for the Project development, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this PUD and provide assurance of a high-quality development that will benefit the present and future residents of the City of Kyle.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PGI agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **Applicable Fees**: The fees and charges to be paid by PGI to the City with respect to the development of the Land.
- 1.2 **Applicable Rules**: The City rules, regulations and official policies in effect as of Vesting Date, which, as modified by the Project Approvals, will be applicable to the development of the Land.
- 1.3 **CCN**: The right to service the property with water pursuant to a Certificate of Convenience and Necessity issued or established by the TCEQ or its predecessors.
- 1.4 **City**: The City of Kyle, Texas, a State of Texas, home rule city.
- 1.5 **City Manager**: The City Manager of the City of Kyle.
- 1.6 **City Council**: The City Council of the City.
- 1.7 **City Engineer**: The Engineer for the City.
- 1.8 **City Rules**: The City's ordinances, regulations and official policies.

- 1.9 Comprehensive Master Plan: The Comprehensive Master Plan currently in effect for the City.
- 1.10 County: Hays County, Texas.
- 1.11 Interstate: Interstate Highway 35 which bounds the Project
- 1.12 Land: Approximately 47.74 acres of land, more or less, in Hays County, Texas, and within the full purpose annexation area of the City of Kyle, as more fully described on the attached Exhibit A.
- 1.13 Planning and Zoning Commission: The Planning and Zoning Commission of the City.
- 1.14 Preliminary Site Plan: The preliminary site or conceptual plan of the entire Project attached as Exhibit B,
- 1.15 Project: The Land as it will be developed under this PUD.
- 1.16 Project Approvals: The approvals, variances, waivers and exceptions to the Applicable Rules approved by the City with respect to other development of the Land, as set forth on the attached Exhibit C.
- 1.17 TCEQ: The Texas Commission of Environmental Quality.

ARTICLE 2 PUBLIC BENEFITS, INFRASTRUCTURE AND AMENITIES

2.1 Orderly Growth. The City desires that development within its City limits occur in an orderly manner in order to protect the health, safety and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base and comply with the City's Comprehensive Plan in the manner prescribed by law. This PUD will benefit the City by facilitating the development of a master-planned community within the City, which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, the provision of required

fire protection services, and the development of a balanced community that includes Interstate-compatible commercial, retail and residential uses.

2.2 Economic Growth. The development of the Project as a master-planned, mixture of uses will benefit the City by providing new employers and an expanded job market for the residents of the City and its extraterritorial jurisdiction, furthering the development of an expanded commercial tax base increasing services available to residents of the City and its extraterritorial jurisdiction.

2.3 Provision of Housing. The development of Land under this PUD is intended to provide multi-family residential housing alternatives for the City's present and future citizens and, as contemplated by the City's Comprehensive Plan to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City and its extraterritorial jurisdiction.

ARTICLE 3 PROPERTY DEVELOPMENT

3.1 Governing Regulations. The PUD Overlay District shall constitute an "Agreement for Construction" as defined by Texas Local Gov't Code Ann. Section 245.001 with the rights attendant thereto. To the extent permitted by law, and subject to the exceptions contained in Chapter 245 Local Government Code, for the term of this agreement, the development and use of the Land will be controlled by the terms of this agreement, the base zoning district, PUD requirements of the City Code, the and the Applicable Rules.

3.2 Project Approval and Entitlements. The City has reviewed and approved certain development matters regarding the Land. The Parties have specifically agreed as follows:

- a. Project Approvals. The City confirms that the Project Approvals set forth in Exhibit C (the "Project Approval") have been reviewed, and to the extent necessary approved, by all required City departments, boards and commissions

and the City Council and are granted by the City with respect to the development of the Land.

- b. Preliminary Site Plan. The City confirms that the Preliminary Site Plan attached as Exhibit B (including all footnotes and definitions thereon or attached thereto) complies with the rules and regulations set forth in this document, as amended, and that the Preliminary Site Plan has been reviewed, and to the extent necessary approved, by all requisite City departments, boards and commissions and the City Council.

A full site plan per the requirements of the City Code will be required as each individual lot is developed.

- c. Density of Development. Anything contained in this PUD or City ordinances to the contrary notwithstanding, PGI will have the right to develop land at a density as set forth on Exhibit C. For purposes of this PUD, there shall be allowed within areas noted as residential areas: R-3-3 or multifamily residential including parks, sports and playground facilities, amenity centers, clubhouses and similar uses. For purposes of this PUD there shall be allowed within areas noted as commercial areas: R.S. or Retail Services.
- d. Phasing of Development. PGI may plat the Land in phases as determined by the Parties.
- e. Replatting. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the Applicable Rules.
- f. Parkland. The total parkland required for the residential area shall be one acre per 100 units or 5 percent of the total site area, whichever is greater. The multi-family element will contain onsite amenities such as swimming pool, playscape area, and clubhouse/amenity center. Developer reserves the right to pay a fee-in-lieu of parkland dedication of \$1,200.00 per LUE. If land is dedicate, the parkland may be located in such location as determined by the City of Kyle.

- g. Land Use. The City acknowledges that the portions of the Land not under active development may remain in use for existing RV Park use or wildlife management or agricultural purposes and must conform to the requirements the City code has established for non-conforming uses, structures, and site.
- h. Prohibited Uses. The following land uses are prohibited.
- o Sale of motor vehicles (to include but not limited to golf carts, boats, motorcycles, jet ski, new and used automobiles)
 - o Car Wash
 - o Bus terminal Facility
 - o Auto Repair
- i. Storage Requirements. Outdoor storage and container storage are permitted as an accessory use as follows:
- o Such storage does not exceed twenty percent (20%) of the gross floor area of the primary building that houses the business storing such materials,
 - o Such storage or container is located no closer to a street frontage than the primary building that houses the business storing such materials,
 - o Such storage or container is screened from view from adjacent properties
 - o Such storage or container is not permitted within required setbacks.
- j. Display Requirements.
- o Outdoor display of merchandise is permitted when such display is of merchandise from a permanent business located in a permanent legal structure on site and such display is limited to not more than thirty percent (30%) of the gross floor area of the building which houses the business displaying such merchandise.
 - o Display is not permitted within required setbacks.

3.3 Further Approvals. The City agrees that, upon the effective date of this PUD, PGI has the vested right to develop the Land consistent with the Project Approvals and

this PUD. Any approved amendments to the Project Approvals, will become a part of the Project, and shall be subject to the City rules, ordinances, state law and regulations then place to the extent permitted by law.

3.4 Standard for and Timing of Review. The Parties agree that they will use reasonable efforts to review and process approvals required by this PUD consistent with City rules and regulations. Final authority for the resolution of any unresolved dispute created by this PUD shall be vested in the Board of Adjustment.

3.5 Amendments. All amendments must comply with the requirements established in Section 53.724 of the City of Kyle Code.

3.6 Terms of Approval. The project is subject to the terms of approval outlined in Section 53.725 of the City of Kyle Code.

ARTICLE 4 UTILITIES/SERVICES

4.1 Wastewater. Wastewater service will be provided by the City of San Marcos until such time as the City of Kyle can provide wastewater service to this development. PGI is responsible for determining if the available wastewater infrastructure has sufficient capacity to serve the development. If the development will exceed the capacity of the City of San Marcos' existing wastewater infrastructure, improvements to the existing infrastructure to provide sufficient capacity will be provided by and at the cost of PGI. The development will also be responsible for meeting and maintaining compliance with all applicable City of San Marcos sewer use ordinance requirements such as the Industrial Waste Discharge Regulations and Sewer Surcharge Fees.

The City of Kyle shall use its best efforts to provide to the Project wastewater capacity as and when reasonably requested by PGI. PGI will at its costs install gravity flow wastewater lines within the Project necessary to service the Project in accordance with ~~Applicable Rules (the "Wastewater Facilities")~~. All wastewater interceptor and offsite improvements and any necessary onsite lift stations, force mains, pumps or similar

facilities for nongravity collection of wastewater will be provided by and at the cost of the City at such location as PGI may reasonably request subject to the City's ability to obtain project financing. The City and PGI will negotiate in good faith the location for the onsite wastewater lift station and route of the planned wastewater interceptor traversing the Land. PGI will provide the land area or site needed for the wastewater lift station to be constructed including construction easements as needed from time to time and maintained by the City. Once the public wastewater onsite improvements are completed in accordance with the Applicable Rules and Project Approvals, the City will accept the same for maintenance and operation.

4.2 Water. The City will provide to the Project, water capacity as and when needed and reasonably requested by PGI. If applicable, once the water onsite improvements are completed in accordance with the Applicable Rules and Project Approvals, the City will accept the same for maintenance and operation.

4.3 Easements. PGI agrees to provide use of all necessary PGI lands, and easements and to provide further required easements or lands as may be necessary for construction of the City's segment of the wastewater Project.

4.4 Signage. Project signage will comply with the requirements set forth in this Section, Exhibit C, Exhibit F: Signage Plan, and Exhibit D. It is the intent of the Project to have less square footage of signage than what is allowed by Code, if these lots were developed individually and not as a master planned development. Sign type and location are shown on Exhibit F. The project shall include one (1) two-sided pylon sign with an 80 foot maximum height and a maximum of six (6) tenant signs and full color LED display; two (2) two-sided pylon signs, with a 50 foot maximum height and a maximum of six (6) tenant signs. In addition, at two of the joint access driveway locations along IH 35 and one driveway entrance along Post Road, three (3) pylon signs with a 25 foot maximum height and a maximum of four (4) tenant signs. One monument sign with an 8 foot maximum height and a maximum of one (1) tenant sign. These signs shall comply with all requirements of the City Sign Ordinance as of

the vested date of this document, save and except any requirements in conflict with the number, sizes and types of signs stated above.

ARTICLE 5 GENERAL PROVISIONS

5.1 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this PUD is governed by the laws of the State of Texas. Exclusive venue for any dispute, interpretation, explanation or application of the PUD will be in a court of appropriate jurisdiction in Hays County, Texas.

5.2 No Third Party Beneficiary. This PUD is not intended, nor will it be construed, to create any third beneficiary rights in any person or entity who is not a Party, unless expressly otherwise proved.

5.3 Certificate of Compliance. Upon the written request by either Party given in accordance with this PUD, the other Party will reasonably execute and deliver to the requesting Party a statement certifying that: (a) this PUD is unmodified and in full force and effect or, if there have been modifications, that this PUD is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this PUD, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. The City Manager will be authorized to execute any requested certificate on the behalf of the City.

5.4 Remedies for Default. If either Party defaults under this PUD and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this PUD or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this PUD or to enforce the defaulting Party's obligations under this PUD by specific performance or writ of mandamus, or to terminate this PUD. The City acknowledges that any refusal of or delay by the City to perform its obligations under

this PUD may have a substantial and material impact on PGI, and its ability to exercise its rights and perform its obligations under this PUD. Accordingly, in the event of a default by the City, PGI will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

5.5 Reservation of Rights. To the extent not inconsistent with this PUD, each Party reserves all available rights, privileges, and immunities under applicable laws. City specifically reserves all rights of sovereign immunity provided by the constitution, state law and the City Charter. Nothing contained herein shall ever be construed as a waiver of sovereign immunity the rights to which are specifically and expressly reserved herein to the fullest extent permitted by law and minimally to the extent then and there existing prior to the execution hereof.

5.6 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this PUD will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this PUD. In order to be effective as to a Party, any waiver of default under this PUD must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provisions of this PUD in the future.

5.7 Entire Agreement. This PUD and the Exhibits hereto contain the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this PUD. This PUD may be amended only by written agreement signed by the Parties.

5.8 Exhibits, Headings, Construction and Counterparts. All Exhibits attached to this PUD are incorporated into and made a part of this PUD for all purposes. The paragraph headings contained in this PUD are for the convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this PUD. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this PUD or its exhibits. This PUD may be executed in any number of counterparts, each of which will be deemed to be an original, all of which will together constitute the same instrument. This PUD will become effective only when one or more counterparts, individually or taken together, bear the signatures of all the Parties.

5.9 Employment of Undocumented Workers. During the term of this PUD, if Developer shall knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall be in default of this PUD. Developer shall assure that any work done on the Project shall be performed by a contractor, subcontractor or other entity that shall observe the conditions provided for in this section.

5.10 Indemnity. **Developer shall indemnify, defend, save and hold harmless the CITY and its officers, agents, contractors, volunteers, employees and assigns from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Developer or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Developer's occupancy and use of the Licensed Premises. It is the specific intention of the**

Parties that the CITY shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by Developer from and against any and all claims. It is agreed that the Developer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Licensed Premises, the Developer agrees to waive all rights of subrogation against the CITY its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Licensed Premises which shall be separate and apart from the required blanket waivers of subrogation contained in the mandatory insurance required by Section 5.12 hereof.

5.11 Insurance. Developer shall procure and maintain during any term of this PUD such typical and ordinary insurance as required to secure the indemnity provisions contained herein. Such insurance shall include comprehensive general liability insurance containing coverage for public liability, bodily injury, property damage and death; automobile liability insurance; workers compensation; and errors omissions insurance. City shall be named as an additional insured on all policies required herein, shall provide certificates of insurance evidencing such coverage, with all required policies obtaining blanket waivers of subrogation.

5.12 Alternative Dispute Resolution(ADR)/Mediation. Prior to the initiation of any suit herein, and except in the case where either party may be entitled to request injunctive relief to avoid imminent and irreparable harm, the Parties shall first engage in good faith negotiations between the upper management of each. The City designates the City Manager as its representative for any negotiations provided for herein. If such negotiations are unsuccessful, the Parties will thereafter engage in mediation under the commercial mediation rules of the American Arbitration Association.

5.13 Notices. Any notices under this PUD may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the address set forth by their signatures, or as such addresses may be changed

from time to time by written notice to the other Parties. Either City or PGI may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is effected. All notices under this PUD will be deemed given on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

5.14 Exhibits. The following exhibits are attached to this PUD, and made part hereof for all purposes:

- Exhibit A - Metes and Bounds Description of the Land
- Exhibit B - Preliminary Site Plan/Land Use Chart
- Exhibit C - Project Approvals, including Variances and Exceptions
- Exhibit D - PDD Development Standards
- Exhibit E - Building Elevations
- Exhibit F - Signage Plan

IN WITNESS WHEREOF, the undersigned Parties have executed this PUD on the dates indicated below, to be effective on the date the last party signs.

PGI INVESTMENT, LLC

By: _____

Name: Kamlesh Shah

Title: _____

Address: 19511 Comal River Drive, Cypress, Texas 77433

CITY OF KYLE

By: _____

Name: _____

Title: _____

Address: 100 W. Center Street, Kyle, TX 78640

EXHIBIT "A"

FIELD NOTES DESCRIBING 47.74 ACRES OF LAND OUT OF THE JAMES W. WILLIAM SURVEY NO. 11, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 49.61 ACRE TRACT DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT 9714749 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION CONVEYED FOR RIGHT-OF-WAY DESCRIBED IN VOLUME 3051, PAGE 217, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¼ inch iron rod found at the intersection in the west r.o.w. line of the Interstate Highway 35 and the northerly r.o.w. line of Yarrington Road for the most southerly corner hereof;

THENCE along the northerly r.o.w. line of Yarrington Road, North 45°16'08" West, 83.29 feet to cap iron rod set for the beginning of a curve to the right;

THENCE along said curve with a radius of 6000.63 feet and whose chord bearing distance bears North 42°11'18" West, 366.30 feet to a cotton spindle set for the beginning of a curve to the left;

THENCE along said curve with a radius of 6100.64 feet and whose chord bearing distance bears North 41°38'36" West, 256.41 feet to a fence post found for the end of said curve;

THENCE continuing along the north r.o.w. line of Yarrington Road North 33°21'32" West, 486.62 feet to a cap iron rod found for angle point and North 53°01'29" West, 172.81 feet to a cap iron rod set in the southerly r.o.w. line of Post Road for the most westerly corner hereof;

THENCE along the southerly r.o.w. line of Post Road the following courses:

1. North 37°13'35" East, 85.38 feet to a ½ inch iron rod found;
2. North 40°30'37" East, 63.93 feet to a ½ inch iron rod found;
3. North 43°21'19" East, 355.33 feet to a cap iron rod set;
4. North 44°08'43" East, 445.78 feet to a cap iron rod set;
5. North 44°05'17" East, 581.02 feet to a cap iron rod set;
6. North 44°34'12" East, 605.83 feet to a ½ inch iron rod found;
7. North 42°42'56" East, 484.50 feet to a concrete monument found for the most northerly corner hereof;

THENCE South 78°52'17" East, 50.24 feet to a concrete monument found in the westerly r.o.w. line of IH 35 for the most easterly corner hereof;

THENCE along the westerly r.o.w. line of IH 35 the following courses:

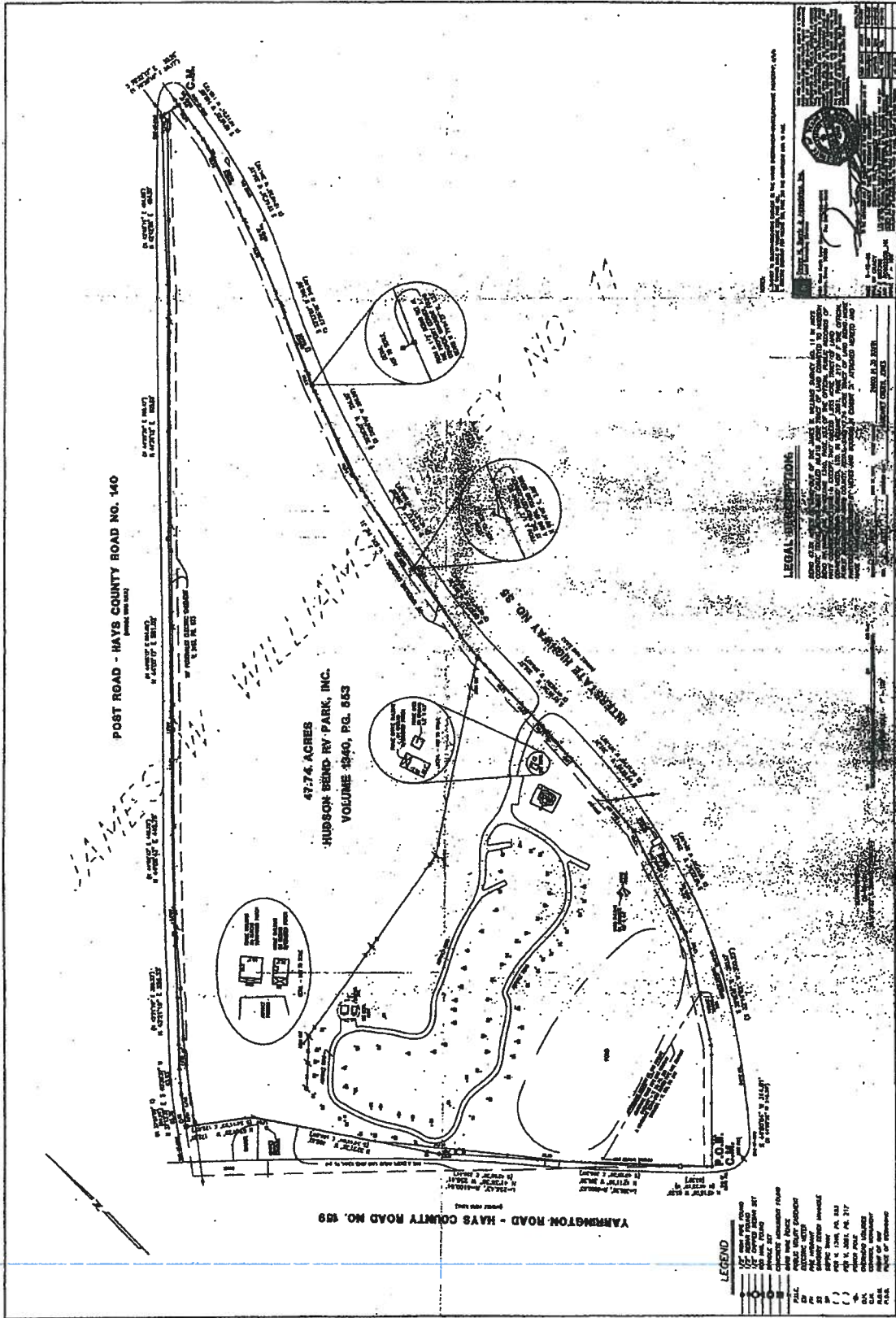
1. South 10°10'35" West, 149.65 feet to a concrete monument found;
2. South 19°44'31" West, 304.19 feet to a cap iron rod set;
3. South 23°23'07" West, 348.50 feet to a cap iron rod set;
4. South 20°56'10" West, 256.20 feet to a concrete monument found;
5. South 12°13'17" West, 290.20 feet to a cap iron rod set;
6. South 09°03'32" West, 291.79 feet to a concrete monument found;
7. South 01°48'59" West, 300.31 feet to a ½ inch iron rod found;
8. South 04°15'20" West, 301.31 feet to a concrete monument found;
9. South 18°22'34" West, 294.77 feet to a ½ inch iron rod found;
10. South 32°18'49" West, 300.47 feet to a 60d nail found;
11. South 44°50'04" West, 314.81 feet to the PLACE OF BEGINNING and containing 47.74 acres of land more or less.

FIELD NOTES TO BE USED WITH THE ATTACHED PLAT.

R0902208
9/9/08




EXHIBIT "A"



**EXHIBIT C:
PROJECT APPROVALS, INCLUDING VARIANCES AND EXCEPTIONS**

	CODE SECTION OR STANDARD	CODE	IH 35 OVERLAY	PUD
A	Front, side and rear setbacks	RS: 25', 10' and 15', R-3-3: 25', 7' and 15'	Same as Code	Propose 30 foot minimum landscape buffer along IH 35 and Yarrington Road.
B	Maximum Height	RS and R-3-3: 45'	Same as Code	45' Maximum or as Governed by local airport requirements.
C	Maximum Lot Coverage	80 percent driven by 20 percent landscaping requirement	Same as Code	75 percent of Lot area
D	Floor Area Ratio:	1.8 to 1	Same as Code	2 to 1
E	Off Street Parking Requirements	RS: 1 space required per 250 square feet of gross floor area. R-3-3: Two spaces minimum for each living unit and 1/2 space per each bedroom above	Same as Code	RS: 1 space required per 275 square feet of gross floor area, Note: Parking reduction from Code may be based on hours of use and reciprocal parking agreements. R-3-3: One space per living unit minimum and 1/2 space per each bedroom above, Note: If unit size mix and historic use data can be used to support said reduction. Truck Parking: Numbers of spaces shall be determined by site specific Parking Study proposed for Lot 6.
F	Special District Requirements pertaining to base zoning	NA	100 percent masonry, no verbiage regarding trade dressing, 30 percent glazing minimum, massing and form requirement of 5 design features for buildings less than 50,000 square feet	Allow trade dressing or corporate brands, 90 percent masonry including front façade and sides limit, glazing on front of buildings to 25 percent, reduce building massing and form requirements to 5 for same.
G	Number of dwelling units per acre	RS: Not applicable, MF: 28 units/acre	Same as Code	28/acre

**EXHIBIT C:
PROJECT APPROVALS, INCLUDING VARIANCES AND EXCEPTIONS**

	CODE SECTION OR STANDARD	CODE	IH 35 OVERLAY	PUD
I	Sign Standards	Per Sign Ordinance	Same as Code	<p>Note: The overall number of signs and sign face area will be less than that allowed by Code if these lots were developed outside a PUD. Install 80 foot high Pylon sign on Lot 6; Install 50' high Pylon sign at IH 35 and Yarrington and at north end of Project. Install 25 foot pylons at two of the proposed joint access driveways and one on Post Road. Install one 8' foot monument on multifamily lot on IH 35 access.</p>
ADDITIONAL NON-CODE ITEMS RESULTING FROM PUBLIC INPUT:				
A	Tree Inventory and Preservation	Not required	Same as Code	<p>Inventoried Live Oaks greater than 18 inch diameter and other hardwoods. Save all trees shown on Exhibit B that are behind retaining walls and curbs. Allow reasonable and practicable planning around existing trees for individual lot layouts.</p>
B	Sidewalks and Sidewalk Trees	5' sidewalk along ROW	5' sidewalk along ROWs and a 2" tree every 40' within a 7' buffer from sidewalk	<p>Provide 20% additional trees and shrubs along the proposed 30 foot buffer along IH-35 and Yarrington Road.</p>
C	Environmental	Per Code	N/A	<p>Construct a 6'-8' wide rock lined channel to convey spring flow. Truck parking reduced to the amount justified by the site specific Parking Study. Lot Impervious Cover to be restricted to 75%. Increase IH35 setbacks (30') with additional landscape trees and understory screening. Increase internal lot perimeter setbacks as shown in Exhibit B for screening.</p>
D	Safety	N/A	N/A	<p>Coordinate with TXDOT to determine safe locations for IH ramps and driveways for the proposed uses. Include truck stop parking safety including perimeter fence and security personnel.</p>
E	Cultural	N/A	N/A	<p>Support Hays County Historical Commission in pursuing a historical marker for the Spring. Add a bench and kiosk as appropriate to enhance the marker designated for the DPS Trooper as currently marked.</p>

EXHIBIT "D"

DEVELOPMENT STANDARDS KYLE TRAVEL CENTER KYLE, TEXAS

GENERAL DESIGN STANDARDS

The buildings and other improvements constructed for the project shall be consistent with the design concepts, architectural theme and materials, used in the construction of Kyle City Hall. The project shall include several building front facade designs that will carry the theme throughout the site. The buildings constructed within the Kyle Travel Center shall have a minimum of ninety (90%) percent masonry walls as defined below, exclusive of storefronts and other openings. Red brick and white limestone shall be used throughout the Kyle Travel Center as a design element on building facades facing a public street and shall be similar in color. Landscaping, hardscape features, site furnishings and signage will employ similar materials and compatible designs to further the perception of the Kyle City Hall.

Any design standard not specially addressed in this Exhibit, shall comply with the City's IH 35 Overlay Ordinance and Zoning Ordinance.

MATERIAL SELECTIONS

A. Masonry

1. For this project "Masonry" shall be defined to include the following:

- Brick
- Natural Stone
- Concrete Masonry Units
- Stucco/Plaster/Synthetic Stucco to be used in detail applications only
- Concrete either exposed, sandblasted or texture and painted

2. All brick used throughout the site shall be red in color and be compatible with any indigenous stone used.
3. Natural stone will come from sources within the regional proximity and may be used in varying sizes and shapes throughout the Project.
4. Stucco/Plaster/Synthetic Stucco in general will be integrally colored in hues and tones pulled from and compatible with the red brick and natural colors of the stone. However, other colors may be introduced in specific small areas when necessary to accomplish the design.

5. Concrete and/or Concrete Masonry Units may be used in any of several finishes ranging from exposed to textured and painted to resemble stucco. Colors for the textured/painted surfaces shall be integrally colored in hues and tones pulled from and compatible with the red brick and natural colors of the stone.

B. Other Wall Materials

The ten (10%) percent of exterior walls not included in the masonry requirements may be covered with a variety of materials that could include but not limited to non-reflective corrugated steel panels, wood, prefinished metal panels, glass block, or other materials that are compatible with the overall design and use for the specific area in which they are placed.

C. Elevations

1. The following shall apply:

- All facades, including back and side elevations of any building generally visible from public view or adjacent to residential areas, shall be architecturally treated and relate. All elevations generally visible from public view shall reflect the overall design, colors and textures used on the front facade.
- Building elevations shall incorporate architectural features and patterns that include pedestrian scale.
- Utilize architectural features, screen walls, landscaping into the overall building design.
- All anchor tenant buildings shall have a clearly defined customer entrance(s) incorporating elements such as:
 - (1) Canopies or Porticos
 - (2) Overhangs
 - (3) Recesses/Projections
 - (4) Raised corniced parapets over the door.
 - (5) Peaked roof forms
 - (6) Arches
 - (7) Entrance framed by outdoor pedestrian features or enhanced landscaping
 - (8) Integral planters or wing walls that incorporate landscaped areas and/or sitting areas
 - (9) Enhanced pedestrian surfaces
- ~~Other canopies, trellis, pergolas, and awnings will also be incorporated into the front façade and sidewalk areas. In some cases these may be no more than minor~~

shading devices, but in other situations they may be large enough to provide shade for outdoor seating. Permitted materials for these include steel, wood and canvas.

D. Roofing

1. Materials for the roof areas include the following:

- Standing Seam Metal Panels in either Preweathered Galvalume or Prefinished Painted Finishes. No reflective finishes are allowed.
- Clay tile may be used on some of the slope roof elements. Color blends will be chosen to be compatible with the other materials present.

E. Storefronts

The majority of the storefronts will be framed with typical prefinished aluminum components. The color of the finishes may vary as the façade materials vary from the stone to red brick, etc. in an attempt to add variety and interest at the pedestrian level. Glass will be clear and or lightly tinted with no reflective type glazing allowed.

F. Sidewalks

Sidewalls may be of typical concrete construction, provided however that ten (10%) percent of the sidewalk area around the buildings will be constructed with red brick or red stained and scored concrete to have the appearance of red brick. These accent areas are to emphasize important interceptions, building entrances and desirable pedestrian routes. All interior sidewalks shall be minimum of five (5) feet in width.

Project seeks no variance from sidewalk requirements of Code or Overlay.

G. Railings

Guardrails, handrails, and any other miscellaneous site related railing that may be required per code or for aesthetic reasons may be constructed of wood, masonry, or metal.

H. Lighting

Site lighting is broken into two components, General and Pedestrian. The General site lighting refers to illumination of large portions of the parking areas, while the Pedestrian site lighting references those areas along building fronts, plaza, outdoor, dining areas, boulevards and areas where similar scale lighting is appropriate. Wall pack lighting shall only be used when the rear of the building does not face an area visible by the general public.

Fixture types used for General Site lighting shall be cut-off so that the source of the illumination is shielded from view to the maximum extent possible. Fixtures shall be mounted no higher than thirty five (35) feet with two (2) foot six (6) inch concrete bases.

I. Equipment

Mechanical equipment mounted on the ground shall be screened by ornamental fences and incorporated landscaping. Mechanical equipment mounted on roofs shall be screened by appropriate building elements such as parapet wall, ornamental tower, or pitched roof to the extent that the mechanical equipment is not readily visible from any street level location inside or immediately adjacent to the Project.

Parapet walls used to screen mechanical equipment mounted on roofs shall be a minimum of three (3) feet six (6) inches above the height of the roof.

J. Vehicle Circulation and Parking

1. Crosswalks shall be required for traffic calming interior to the site to enhance pedestrian safety. Speed humps shall not be permitted.
2. Only ninety (90) degree head in parking shall be allowed along two way drive aisles.

K. Loading Areas

Loading and service areas shall be screened with walls that match the building materials and colors. Screen walls shall be a minimum of eight (8) feet in height.

Berms, used in conjunction with intensive landscaping may be considered to reduce the height of the screen wall.

L. Drive-through Facilities

1. Circulation shall allow adequate length of stacking for drive-through facilities and not interfere with the movement of traffic.
2. A minimum of four (4) queue spaces shall be required per drive-through lane.
3. A twelve (12) foot by-pass lane or a convenient means to by-pass the drive-through activity shall be required to allow vehicles an opportunity to circumvent the drive-through activity and exit the site.
4. Drive-through lanes shall be to the side or rear of the property.
5. A minimum five (5) foot landscape island shall be located between the drive-through lane and the adjacent parking areas or drive aisles.

GENERAL SIGNAGE STANDARDS

The sign improvements constructed for the Project will follow the design concepts illustrated on the attached Exhibit F: Signage Plan. The sign designs will incorporate shapes, forms, scale and materials associated with the building architecture. The signs for the Kyle Travel Center will be constructed with the following materials: red brick, stone, core tin, galvanized steel and painted metal.

Monument and pylon signs shall be illuminated either by (i) ground-mounted fixtures or (ii) with internally illuminated with white lexan faces within aluminum frames.

Except to the extent that this Agreement provides for signage regulation that is in conflict with the City's Sign Ordinance, the signage regulations of the City's Sign Ordinance shall apply to the property.

A. Pylon Signs

For the purpose of directing traffic off the Interstate 35 corridor and into the various entrances of the travel center, six (6) double sided freestanding pylon signs and one monument sign may be installed and maintained by Owners. Signage shall be of the type and installed at the locations shown on Exhibit F: Signage Plan. Signage heights and elevations shall match the Signage Elevations shown in Exhibit F and as further described in Section 4.4 of this PUD Agreement.

Five (5) freestanding signs shall be located along the IH-35 frontage road and one (1) freestanding pylon sign shall be located along Post Road. Each freestanding sign shall have a stone or brick base and be consistent with the masonry and design standards applicable to the Project pursuant to these architectural guidelines. Entrance signs shall incorporate materials and colors that are complementary to the overall design of the shopping center. See Exhibit F for sign elevations to be used on this Project.

B. Monument Sign

One monument sign is proposed for the multifamily residential lot or use. Signage height, material, and theme shall be as shown on Exhibit F: Signage Plan and related elevations.

LANDSCAPE DESIGN STANDARDS

A. General Requirements

In addition to the basic landscape requirements established in the Zoning Ordinance, Section 61. Landscaping and Screening requirements, the Project shall offer the following landscape amenities:

1. Enhanced landscape features at all major road intersections, including but not limited to berming, boulders, water features, towers or a combination thereof.
2. Enhanced landscaping along the perimeter of the property, particularly along IH-35 frontage road and Yarrington Road. A 30 foot wide landscape buffer is designated along IH 35 and along south side of Lot 1 to the proposed driveway. No pavement or impervious cover other than access driveways shall be permitted within this buffer.

Along Yarrington Road, plant Afghan pines as additional screening from proposed driveway west to lift station site. These 4 inch caliper trees will be planted on 15 foot centers.

Along IH 35, the existing 18 inch and greater live oak trees adjacent and along the frontage will be retained as much as practicably possible. These are shown on Exhibit B: Preliminary Site Plan. Loblolly and pinon pines will be used along IH 35. These will be planted at in the gaps that are not needed for sight windows to enhance screening. These trees shall be 4 inch caliper trees at 15 foot spacing.

For required shrubs, minimum size of 1 gallon container. Required shrub plantings will be exceeded by 15 percent along the IH 35 and Yarrington Road frontages.

3. Landscape end islands and medians in and along drives and in the parking areas shall meet or exceed the Ordinance requirements and shall provide for pedestrian traffic so that the landscaping is not compacted or destroyed by pedestrian traffic.
4. Grouping of plant materials.
5. Trees shall be planted to avoid interference with streetlights, signage and fixtures.
6. Trees shall be kept out of street intersection sight triangles at a minimum of thirty five (35) feet as measured from face of curb.
7. When possible trees shall be planted no less than five (5) linear feet (whether horizontal or an angle) from underground utilities and fifteen (15) feet from overhead lines.
8. Trees shall be planted no less than five (5) linear feet (whether horizontal or an angle) from fire hydrant.

B. Perimeter Landscaping

Parking areas and the rear of all buildings shall be screened visually from all roadways by a combination of earthen berms, trees and a continuous shrub or ornamental grass row between thirty (30) and forty (40) inches high(at maturity) measured from final grade or

parking nearest the road. These shrubs and grasses shall be spaced on average four (4) to six (6) feet on center (depending on mature growth habit of plant) utilizing clustering and grouping to provide periodic open views to architectural elements, signs and additional landscape elements. Per Ordinance, all shrubs shall be a minimum of 1 gallon size container. Berms, not to exceed a four to one (4:1) slope, shall also be strategically located to provide maximum screening of parking while providing open views to architectural elements, signs and additional landscape elements.

C. Parking Area Landscaping

1. Landscaped end islands in the parking areas shall be a minimum of ten (10) feet wide. Minor deviations may be allowed due to topographic and other site constraints.
2. Each median island shall have a large or medium tree space on average a minimum of fifty (50) feet on center. Also, each end island shall have a minimum of one (1) large tree.

D. Screening Walls

1. Service areas shall be visually screened from all public right-of-way. Acceptable methods of screening include walled entrances, evergreen landscaping and depressed service areas. Service areas shall meet definition of Screening requirements in the Code, including off street parking, loading spaces and docks, outside storage areas, mechanical equipment, must be screened from view from the street or public right of way.

Per Code, approved screening shall include privacy fencing, evergreen vegetative screens, landscape berms, existing vegetation, or any combination thereof.

2. Landscape buffer and screening requirements shall apply for ground mounted equipment, dumpsters, trash receptacles, refuse storage containers, loading docks, large utility cabinets and similar structures.

E. Streetscape

1. A license agreement from the City and/or TxDOT is required prior to any improvements in the public right-of-way. If license agreement is not secured improvements will be placed within the property boundaries.
2. Streetscapes shall be landscaped in accordance with the Zoning Ordinance.
3. Street trees shall be irrigated by a permanent automatic irrigation system.
4. Any landscaping and irrigation located within the public shall be installed, irrigated and maintained by the property owner's association.

F. Plant Material Palette

The list of plant material considered to be appropriate for the development shall be from the City's Approved Plant Guide. Other plant material may be used, but shall be plants that are chosen for hardiness to climate and utility in the landscape that will foster the Central Texas plant style.

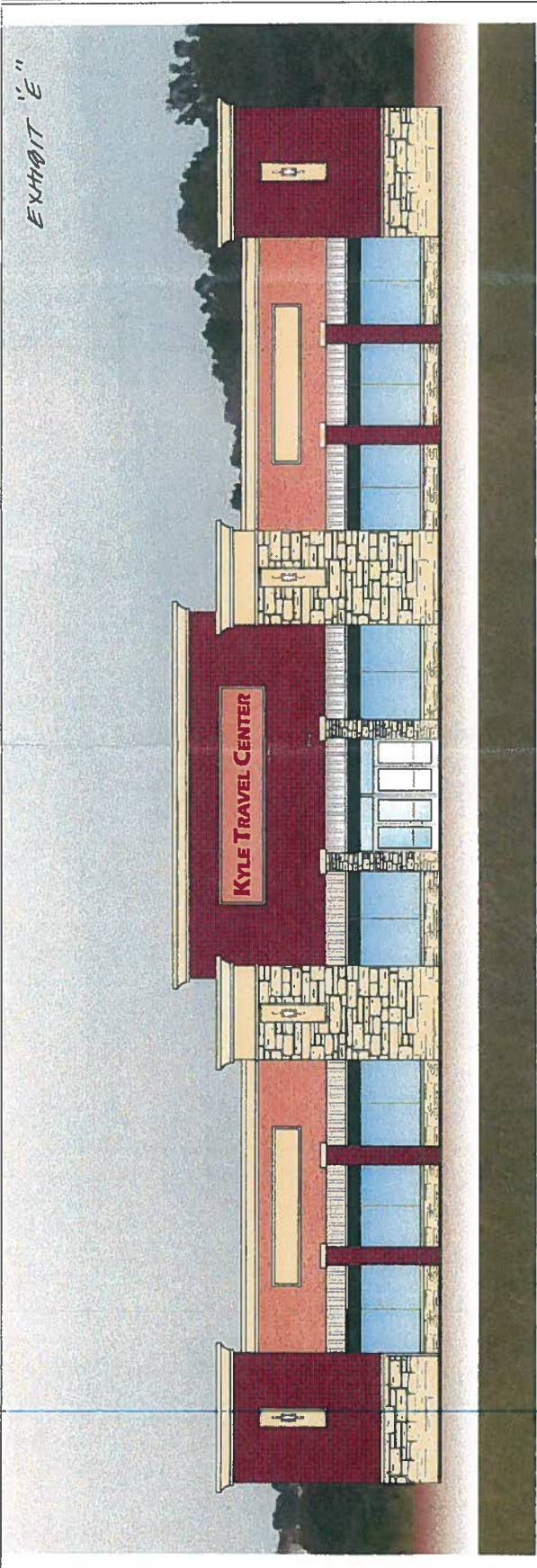
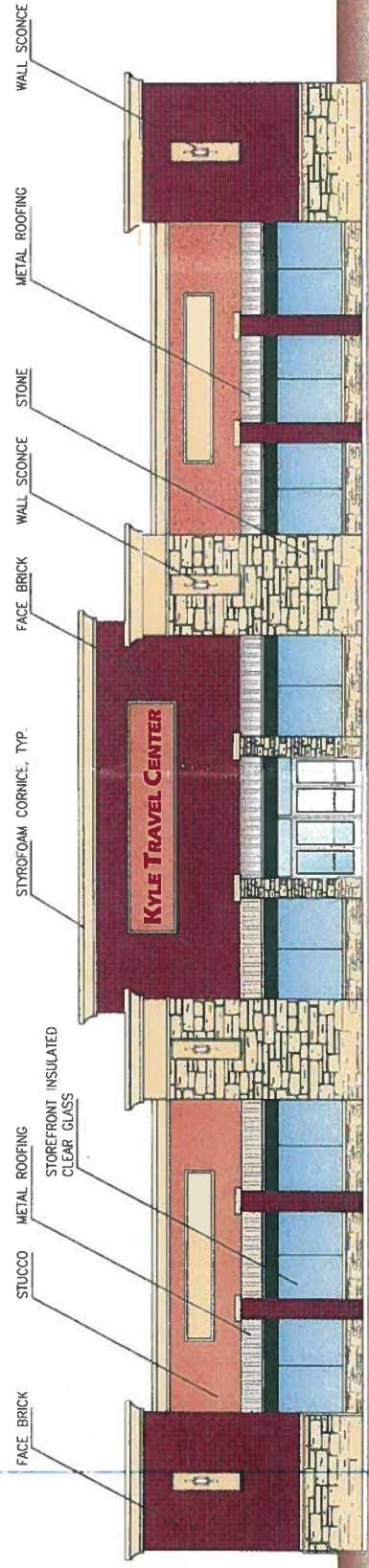


EXHIBIT 'E'



EAST (FRONT) ELEVATION 3/16" = 1'-0"

ARCHITECTURAL DESIGN SCHEMATICS MUST COMPLY WITH THE REQUIREMENTS STATED IN "58 OVERLAY DISTRICT DEVELOPMENT STANDARDS" SEC. 53-899 OF CITY OF KYLE ORDINANCE. THE USE OF MASONRY MATERIAL, GLASS, AND THE "FOUR SIDE" DESIGN MUST BE IN COMPLIANCE WITH SAO ORDINANCE.

FRONTAGE: GROUND UP TO 10FT AG. AREA = 10'x150' = 1500 S.F.
 METAL ROOFING AREA = 450 S.F.
 PROVIDED: 116 S.F. (WINDOWS) + 74 S.F. (DOORS) = 690 S.F. > 450 S.F. OK
 MAX. SIGN ALLOWANCE: 15' X 150' X 10K = 225 S.F. OF SIGNAGE ON BUILDING.
 PROPOSED SIGN BOARD: 120 S.F. = 202.5 S.F. = 225 S.F. OK
 MAX. Pylon SIGN ALLOWANCE: 180 S.F. @ MAX. HEIGHT OF 35FT. (SEC. 29.17)

Tchen Architects
 10000 W. 10th Street
 Suite 100
 Overland Park, KS 66211
 Phone: 913.241.1100
 Fax: 913.241.1101
 www.tchenarchitects.com

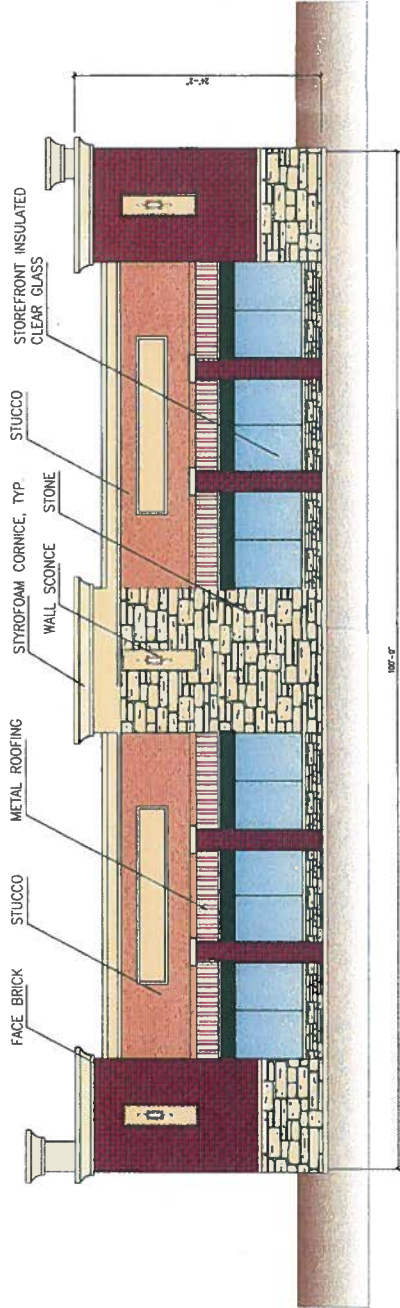
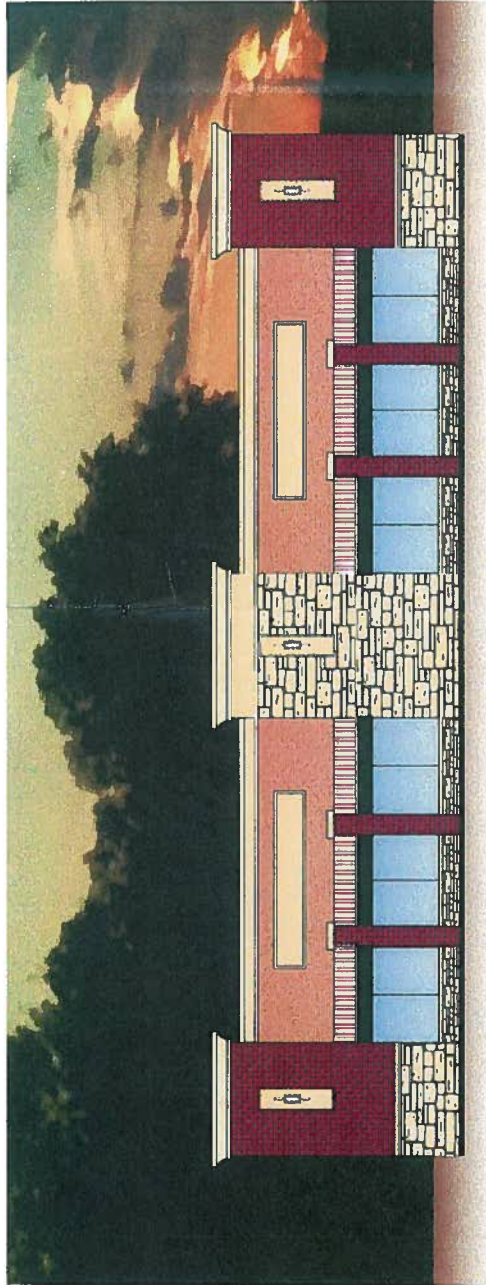
DATE: 02/11/2014
 DRAWN BY: AS SHOWN
 CHECKED BY: AS SHOWN
 REVISIONS:



KYLE TRAVEL CENTER
 24800 IH-35
 KYLE, TEXAS 78640
 ELEVATIONS
 PROJECT NUMBER

A-2.0

EXHIBIT "E"



NORTH ELEVATION 3/16" = 1'-0"

ARCHITECTURAL DESIGN SCHEMATICS MUST COMPLY WITH THE REQUIREMENTS STATED IN T-38 OVERLAY DISTRICT DEVELOPMENT STANDS' SEC. 83-899 OF CITY OF KYLE ORDINANCE. THE USE OF MASONRY MATERIAL, GLASS, AND THE "FOUR SIDE" DESIGN MUST BE IN COMPLIANCE WITH SAID ORDINANCE.


FRONTAGE GROUND UP TO 10FT AGC AREA = 10'x100' = 1000 S.F.
 PROPOSED SIGN BOARD = 458 S.F. > 300 S.F. OK
 MAX. SIGN ALLOWANCE: 15' X 100' X 10K = 150 S.F. OF SIGNAGE ON BUILDING.
 PROPOSED SIGN BOARD = 108 S.F. < 150 S.F. OK
 MAX. Pylon SIGN ALLOWANCE: 160 S.F. @ MAX. HEIGHT OF 35FT. (SEC. 29.17)

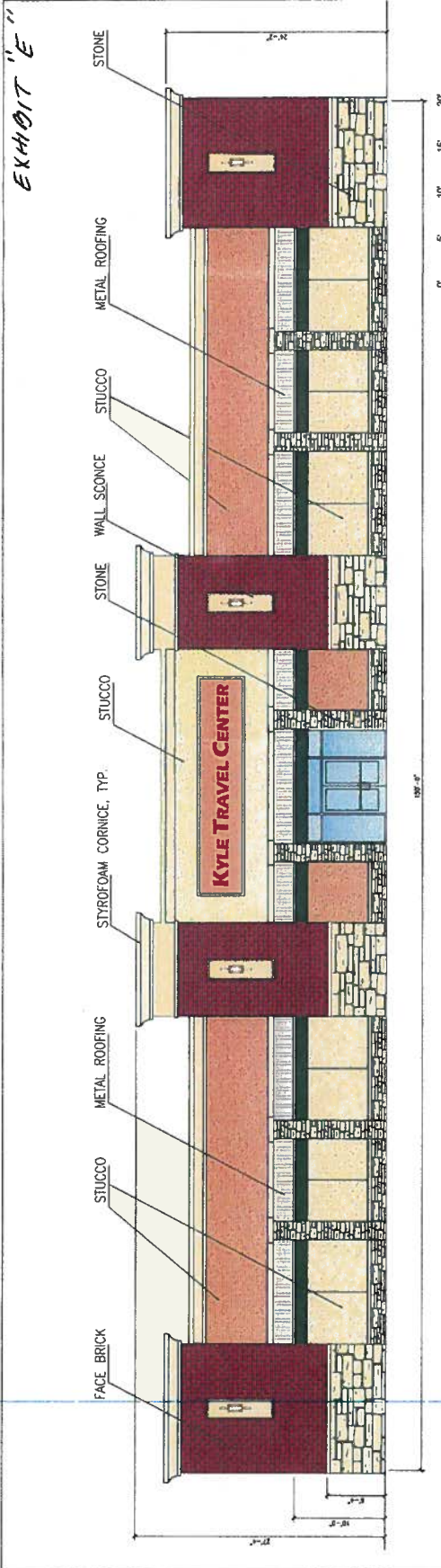
Tchen Architects
 11000 Highway 281, Suite 200
 Kyle, Texas 78640
 512.331.1774
 www.tchenarchitects.com

PROJECT NAME: KYLE TRAVEL CENTER
 PROJECT NUMBER: 24800 IH-35
 LOCATION: KYLE, TEXAS 78640
 SHEET NUMBER: A-2.1
 DATE: 1.31.2014
 DRAWN BY: [Redacted]
 CHECKED BY: AS BROWN
 SCALE: AS SHOWN
 REVISIONS: [Redacted]

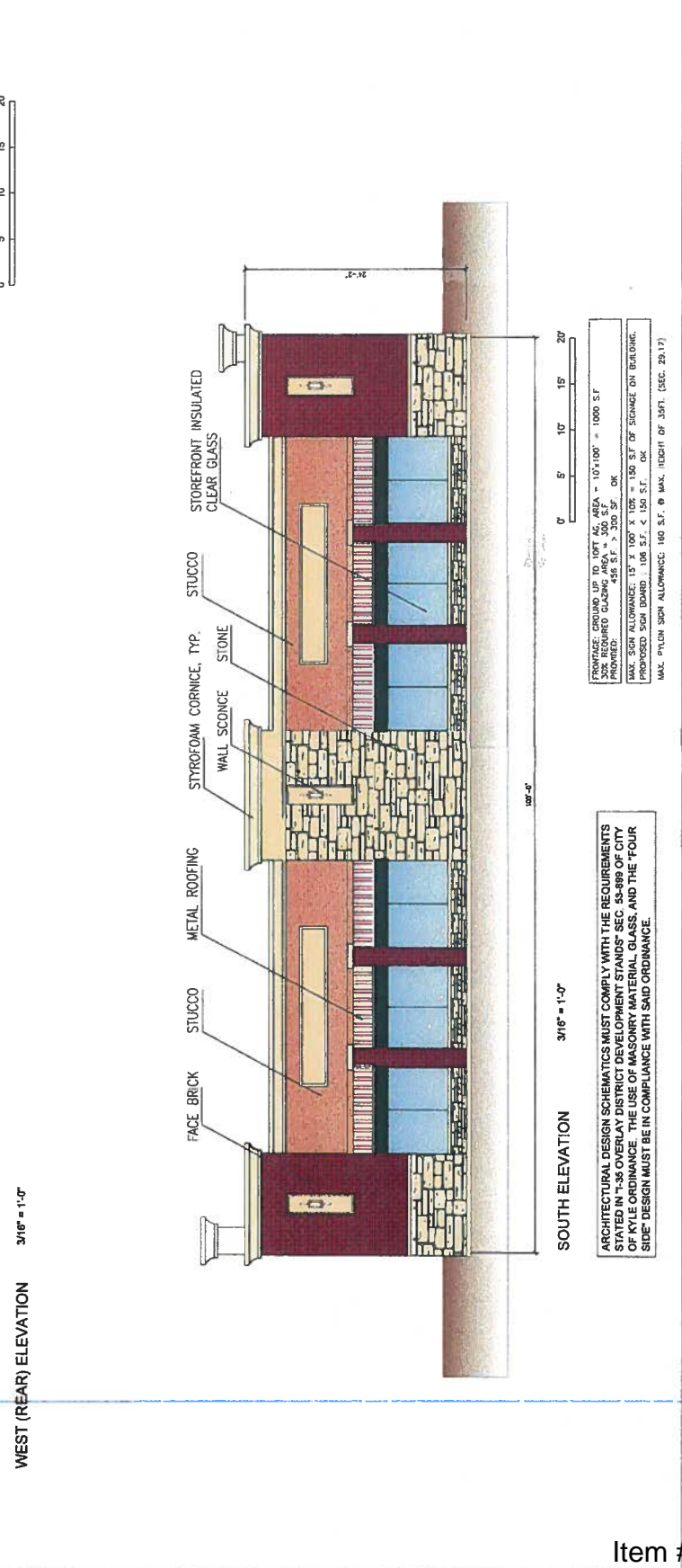


EXHIBIT "E"

Tehen Architects 10000 Katy Road, Suite 100 Houston, Texas 77055 Tel: 281.465.1100 www.tehenarchitects.com		DATE: 02.20.2014 DRAWN BY: [Redacted] CHECKED BY: [Redacted] SCALE: AS SHOWN REVISIONS:			
PROJECT NAME: KYLE TRAVEL CENTER		PROJECT ADDRESS: 24800 IH-35, KYLE, TEXAS 78640		SHEET NUMBER: A-2.2	
DATE: 1.31.2014		CONTRACT NUMBER: 7951		ELEVATIONS	



WEST (REAR) ELEVATION 3/16" = 1'-0"

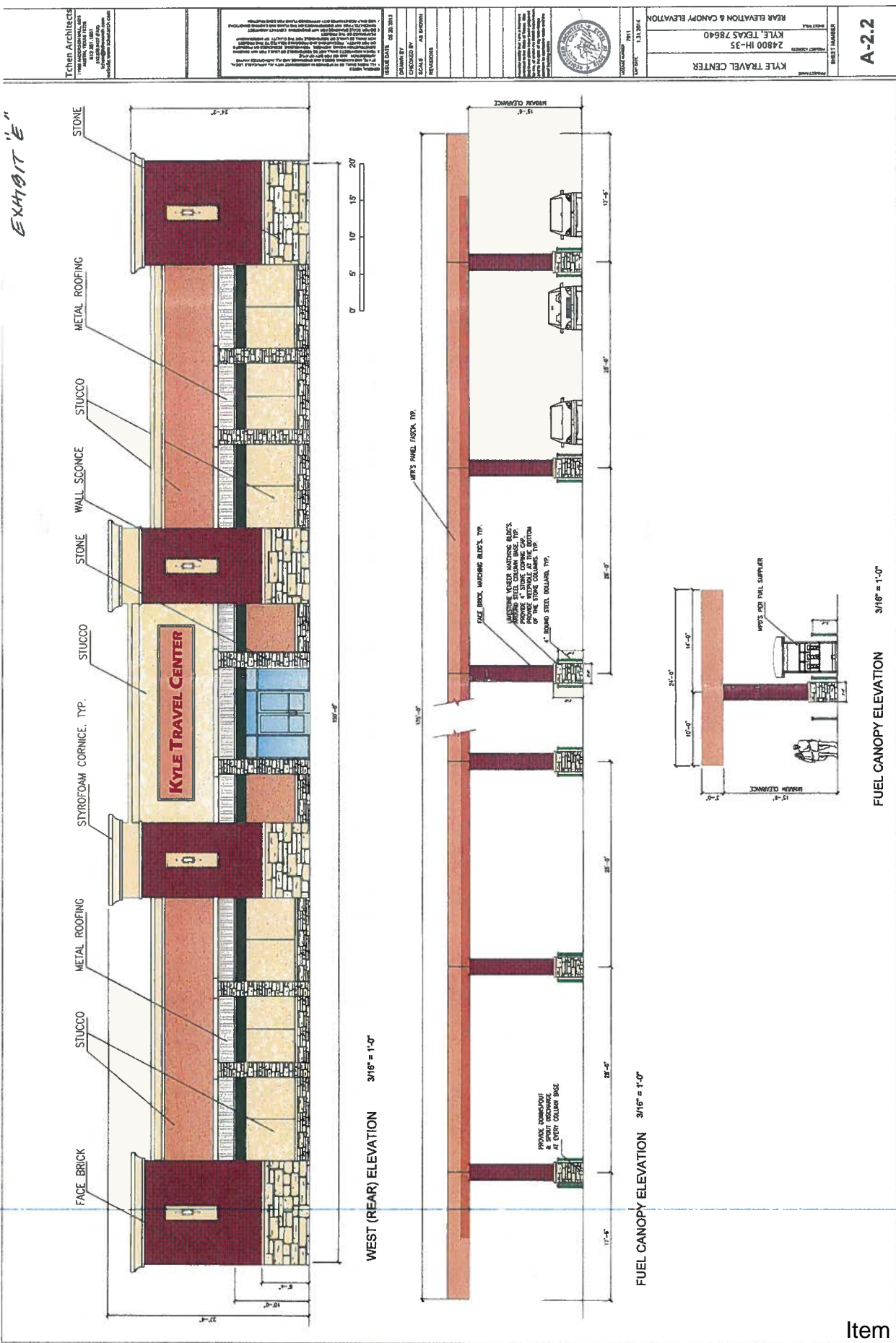


SOUTH ELEVATION 3/16" = 1'-0"

PERFORMANCE: SIGNAGE 15' X 100' X 100% = 1500 S.F.
 MAX. SIGN ALLOWANCE: 15' X 100' X 100% = 1500 S.F.
 PROVIDED: 456 S.F. > 1500 S.F. DK
 MAX. SIGN ALLOWANCE: 15' X 100' X 100% = 1500 S.F. OF SIGNAGE ON BUILDING.
 PROPOSED SIGN BOARD: 106 S.F. < 1500 S.F. OK
 MAX. PYLON SIGN ALLOWANCE: 160 S.F. @ MAX. HEIGHT OF 35FT. (SEC. 29.17)

ARCHITECTURAL DESIGN SCHEMATICS MUST COMPLY WITH THE REQUIREMENTS STATED IN "38 OVERLAY DISTRICT DEVELOPMENT STANDARDS" SEC. 53-899 OF CITY OF KYLE ORDINANCE. THE USE OF MASONRY MATERIAL, GLASS, AND THE "FOUR SIDE" DESIGN MUST BE IN COMPLIANCE WITH SAID ORDINANCE.

EXHIBIT "E"



<p>TECHNICAL ARCHITECTS 1700 W. 10TH STREET AUSTIN, TEXAS 78702 TEL: 512.452.4747 FAX: 512.452.4748 WWW.TECHARCHITECTS.COM</p>	<p>PROJECT NAME REAR ELEVATION & CANOPY ELEVATION</p>
<p>DATE: 02/28/2014</p>	<p>PROJECT NUMBER A-2.2</p>
<p>DRAWN BY: AS SHOWN</p>	<p>PROJECT ADDRESS 24800 IH-35 KYLE, TEXAS 78640</p>
<p>SCALE: AS SHOWN</p>	<p>DATE PLOTTED: 02/28/2014</p>
<p>REVISIONS:</p>	<p>DATE: 02/28/2014</p>

EXHIBIT E

Tchen Architects
11000 WESTERN BLVD
SUITE 100
DALLAS, TEXAS 75240
TEL: 214.343.7777
FAX: 214.343.7778
WWW.TCHENARCHITECTS.COM

PROJECT: KYLE TRAVEL CENTER
24800 IH-35
KYLE, TEXAS 78640
DATE: 1.31.2014

SCALE: AS SHOWN

CHECKED BY: [Signature]

DATE: 01.30.2014

REVISIONS:

DESCRIPTION:

DATE:

BY:

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BY:

DATE:

BY:

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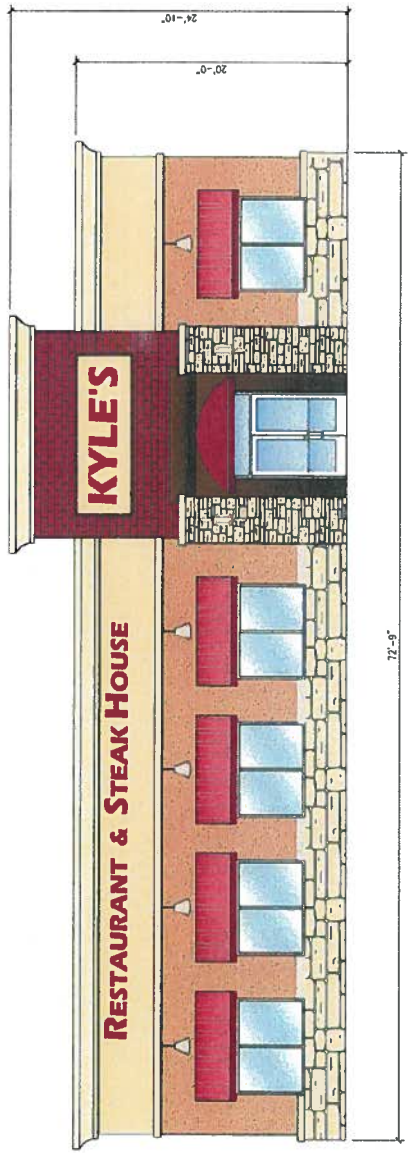
DATE:

BY:

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DATE:

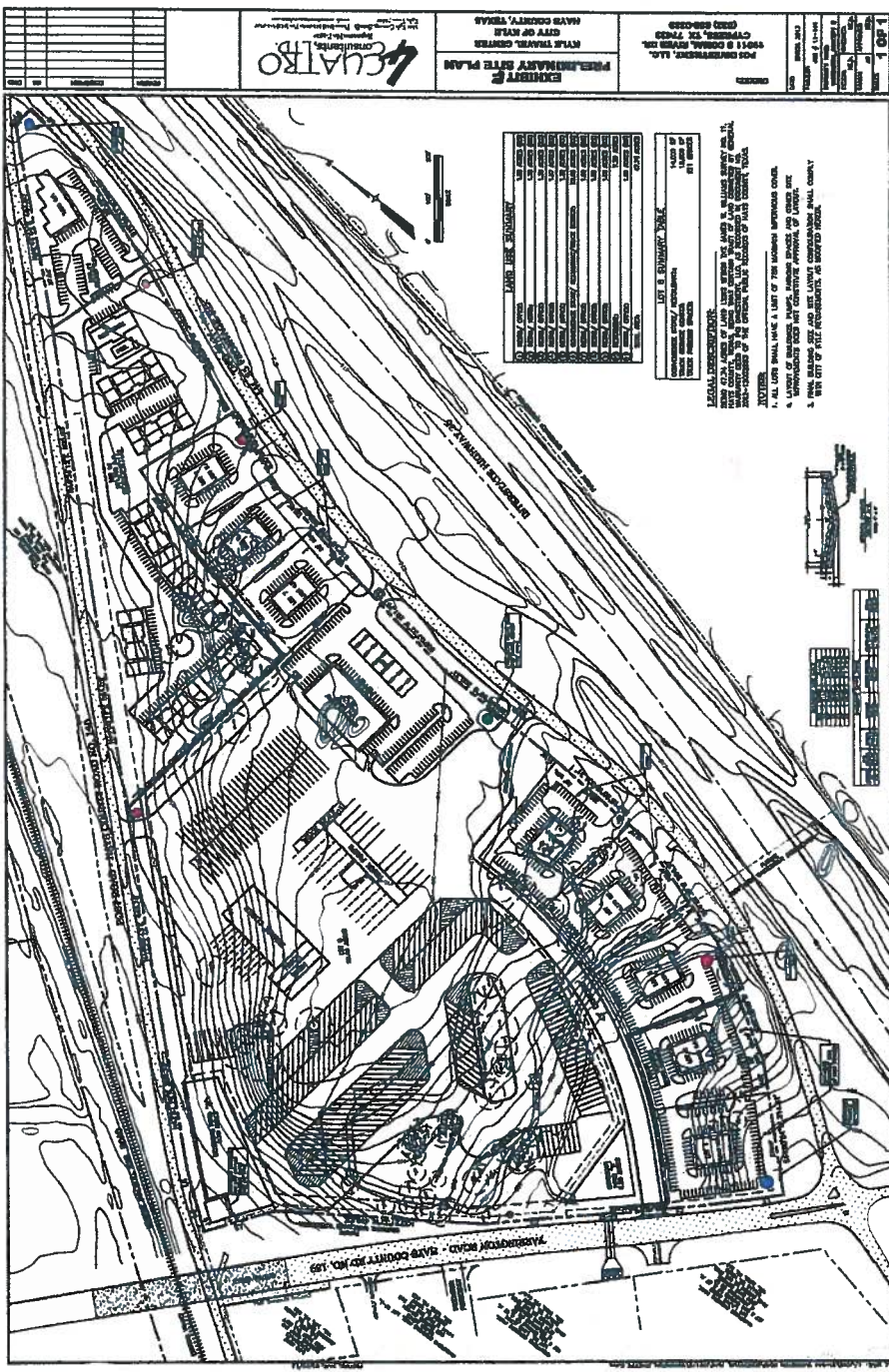


TYPICAL PAD SITE ELEVATION (SAMPLE - RESTAURANT) 1/4" = 1'-0"

PROJECT	KYLE TRAVEL CENTER
ADDRESS	24800 IH-35
CITY	KYLE, TEXAS 78640
DATE	1.31.2014
SHEET NUMBER	A-2.3
TITLE	TYPICAL PAD SITE FRONT ELEVATION

EXHIBIT F

- 80' Pylon
- 50' Pylons
- 25' Pylons
- 8' Entry Monument



PROPOSED SIGN PLAN

4 CUATRO
 CONSULTANTS
 12111 N. LOOP WEST, SUITE 1000
 HOUSTON, TEXAS 77040
 TEL: 281.460.4400
 FAX: 281.460.4401
 WWW.4CUATRO.COM

**EXHIBIT F
 PRELIMINARY SITE PLAN**
 KYLE TRAVEL CENTER
 HAYS COUNTY, TEXAS

FOR SUBMISSION, L.A.S.
 5901 S. DOMINA, SUITE 200
 CYPRESS, TEXAS 77433
 TEL: 281.460.4400
 FAX: 281.460.4401
 WWW.4CUATRO.COM

NO.	TYPE	SIZE	LOCATION	DATE
1	80' Pylon	80' x 80'	Location 1	10/10/13
2	50' Pylon	50' x 50'	Location 2	10/10/13
3	25' Pylon	25' x 25'	Location 3	10/10/13
4	8' Entry Monument	8' x 8'	Location 4	10/10/13
5	8' Entry Monument	8' x 8'	Location 5	10/10/13
6	8' Entry Monument	8' x 8'	Location 6	10/10/13
7	8' Entry Monument	8' x 8'	Location 7	10/10/13
8	8' Entry Monument	8' x 8'	Location 8	10/10/13
9	8' Entry Monument	8' x 8'	Location 9	10/10/13
10	8' Entry Monument	8' x 8'	Location 10	10/10/13
11	8' Entry Monument	8' x 8'	Location 11	10/10/13
12	8' Entry Monument	8' x 8'	Location 12	10/10/13
13	8' Entry Monument	8' x 8'	Location 13	10/10/13
14	8' Entry Monument	8' x 8'	Location 14	10/10/13
15	8' Entry Monument	8' x 8'	Location 15	10/10/13
16	8' Entry Monument	8' x 8'	Location 16	10/10/13
17	8' Entry Monument	8' x 8'	Location 17	10/10/13
18	8' Entry Monument	8' x 8'	Location 18	10/10/13
19	8' Entry Monument	8' x 8'	Location 19	10/10/13
20	8' Entry Monument	8' x 8'	Location 20	10/10/13

LEGAL DESCRIPTION:
 THAT CERTAIN LOTS OF LAND LIES WITHIN THE LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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CITY:	Kyle Travel Center	PROJECT:	9782.5
ADDRESS:	24800 IH35	DESIGNER:	Jeanette M.
COUNTY:	Kyle, Texas	DATE:	8-8-13
DATE:	8-8-13	REVISION:	0

COMPUTER FILE: g:\d\wg\misa\9782_kyle travel center

REVISION HISTORY:

EXHIBIT F

Specifications:
 Manufacture and install one (1) new
 D/F monument sign.

Pole Cover - perforated alum. construction,
 40" brush silver, 2" x 4" channel on top with
 exposed neon.

Tenent Cabinet - alum. construction,
 2" retainers, white lexan faces, applied vinyl,
 inter. illum. by H-O lamps



Front View - Scale: 3/8" = 1'-0"

Stone work to match building by others.

Footings required:
 2'-0" hole dia.
 5'-6" deep.

Night View



2438 FLEETWOOD DRIVE + SAN ANTONIO, TX 78217 + PH: 210.826.2800
 FAX: 210.477.2323 + WWW.AETNASIGN.COM + FOLLOW US ON

All signs must be manufactured to accommodate 130 volt current unless otherwise instructed by customer. Note: Aetna will supply frame, finish, covers, disconnects, switches & lights. Insulation is to be provided by other trades. Hardware to accomplish installation.

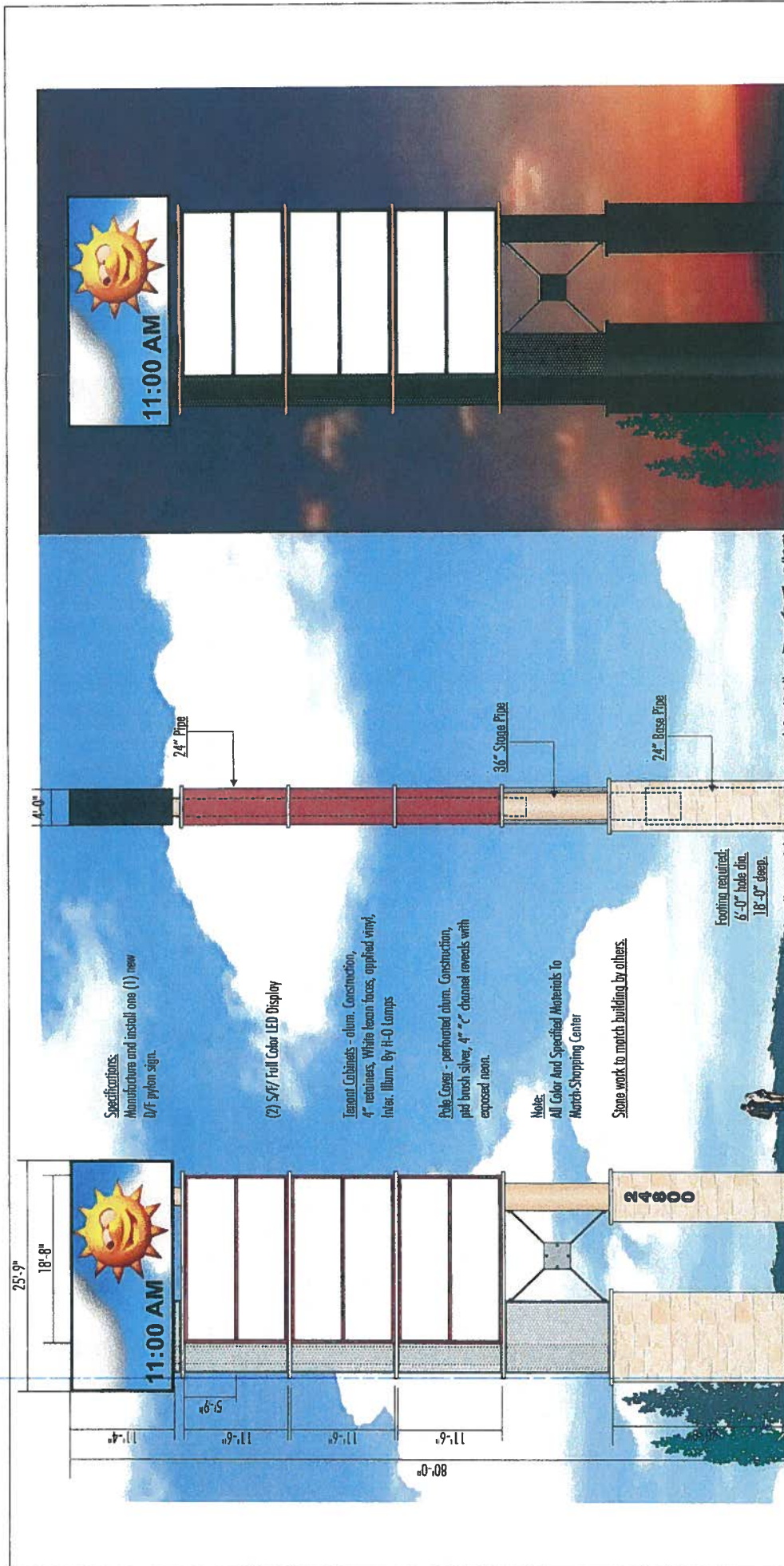
CLIENT:	Kyle Travel Center	DRAWN BY:	9782.4
ADDRESS:	24800 IH35	SCALE:	AS SHOWN
CITY:	Kyle, Texas	DESIGNED BY:	Arnie V.
DATE:	7-26-13	CHECK APPROVAL:	

COMPUTER FILE: arnydvwymc9782_kyle travel center

REVISION HISTORY

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National Building Codes and other codes that apply to the project are incorporated by reference. Aetna Sign Group, LTD. (ETN) represents that the type of transformer used, and the electrical characteristics of the transformer, are those specified in the project. You are responsible to have the proper electrical service to the sign location. Please contact your local Sign Group representative if you need additional information.



Front View - Scale: 3/32" = 1'-0"

Night View

EXHIBIT F

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National Building Codes now states all signs that utilize neon transformers, sized at 200 volts and up must utilize UL-51 (GF) transformers. This type of transformer must have a indicated electrical (GF) circuit rating ground for the transformer, 30 volts, 100 amp, responsible to have the proper electrical service to the sign location. Please contact your Aetna Sign Group representative for more detailed information.

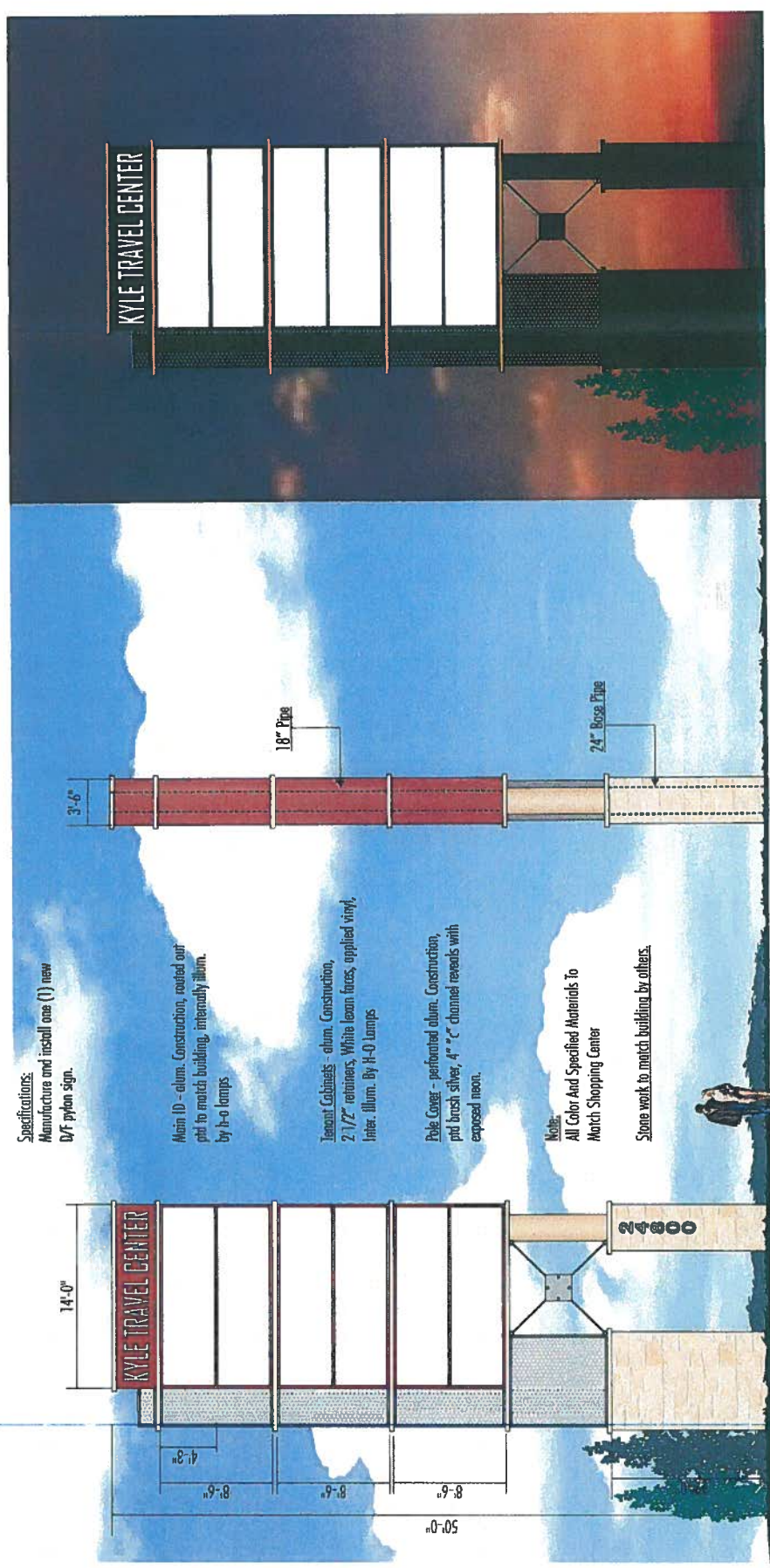
PROJECT:	Kyle Travel Center	PROJECT #:	9782.3
ADDRESS:	24800 IN35	SUBMITTER:	Jeanette M.
CITY:	Kyle, Texas	DESIGNER:	Arnie V.
DATE:	6-6-13	CLIENT/OWNER:	
COMPUTER FILE:	art\vw\vw\9782_kyle travel center		
REVISION:	HISTOR.		

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all signs are manufactured to accommodate 120 volt current; unless otherwise instructed by customer. Home Depot will supply main conduit, 3/4" ea; disconnects, switches & wire. Installers if any, provide all other necessary hardware to establish installation.

EXHIBIT F



Specifications:
 Manufacture and install one (1) new D/F pylon sign.

Main ID - alum. Construction, routed out per to match building, internally illum. by 1-o lamps

Tenant Cabinets - alum. Construction, 2 1/2" retainers, White lean faces, applied vinyl, Inter. illum. By H-O Lamps

Pole Cover - perforated alum. Construction, per finish sheet, 4" x 2" channel reveals with exposed neon.

Note:
 All Color And Specified Materials to Match Shopping Center

Stone work to match building by others.

Footings required:
 4'-0" hole dia,
 12'-6" deep.

Front View - Scale: 1/8" = 1'-0"

Night View

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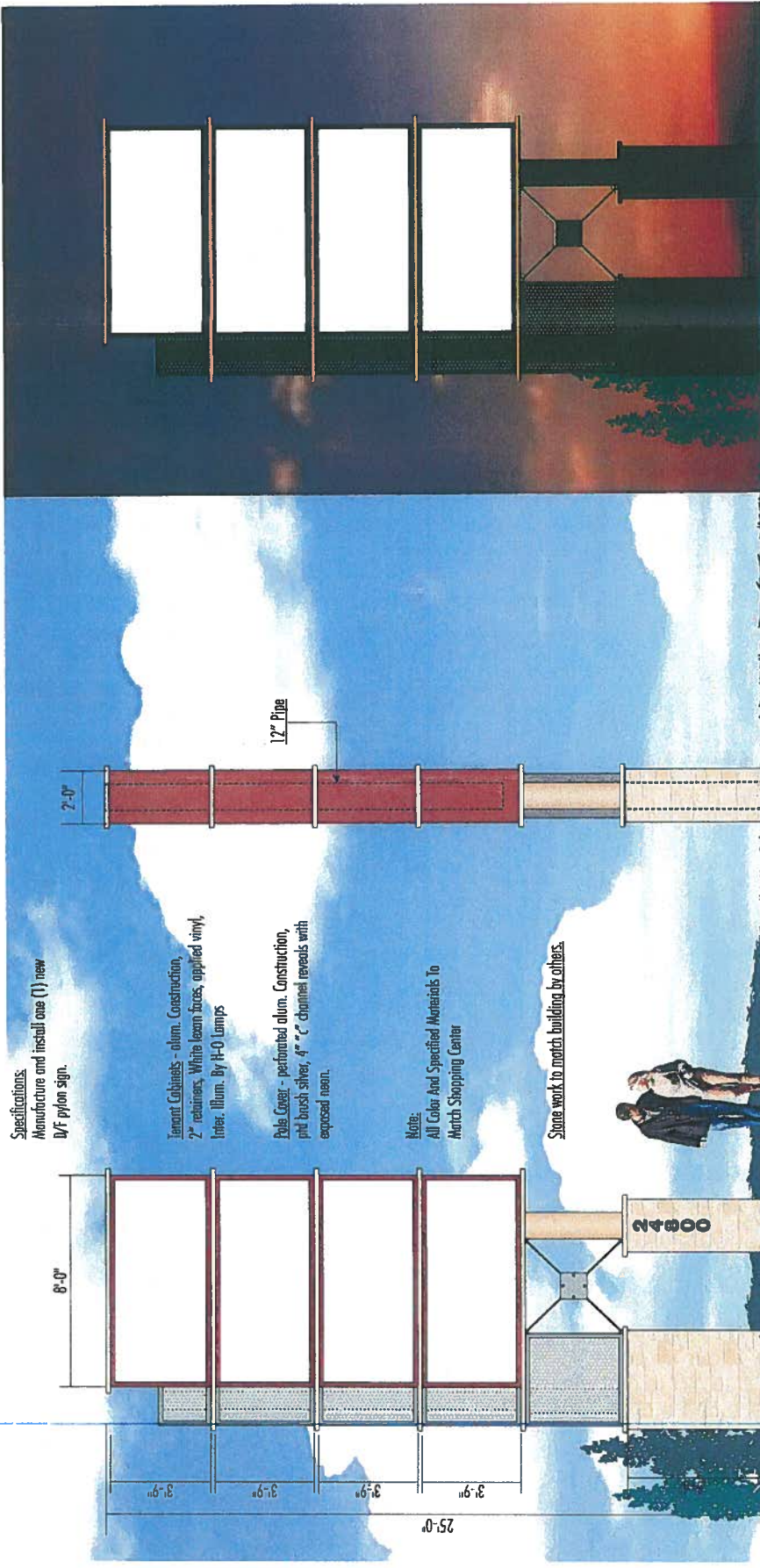
CLIENT	Kyle Travel Center	PROJECT #	9782.1
ADDRESS	24800 1035	SALES REP.	Jeanette M.
CITY	Kyle, Texas	DESIGNER	Amie V.
DATE	6-6-13	DATE REVISION	

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This sign will be installed on a street that utilizes meter transformers sized for 2500 volts and up, must utilize UL-95 (GFN) panelboards. This type of transformer must have a dedicated electrical (GFN) circuit with ground for the panelboard, so you, as the responsible party, must have the proper electrical service to the sign location. Please contact your Aetna Sign Group representative if you need additional information.

COMPUTER FILE: arc\trw\misc\9782_kyle travel center
 PREVIOUS HISTORY:

EXHIBIT F



Specifications:
 Manufacture and install one (1) new D/F pylon sign.
 Element Cabinets - olum. Construction, 2" retainers, White team faces, applied vinyl, Inter. Illum. By H-O Lamps

Pole Cover - perforated olum. Construction, pit brush silver, 4" C channel reveals with exposed nean.

Note:
 All Color And Specified Materials to Match Shopping Center

Stone work to match building by others.

Footings required:
 3'-0" hole dia.
 10'-0" deep.

Night View

Front View - Scale: 1/4" = 1'-0"

oeina
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All signs will be manufactured to accommodate 20' x 20' sign elements unless otherwise instructed by customer. Oeina will supply, manufacture, erect, disconnect, relocate, and remove signs. Installers are to provide all other necessary hardware to accomplish installation.

CLIENT:	Kyle Travel Center	PROJECT:	9782.2
ADDRESS:	24800 IN35	SUBS. REP.:	Jeanette M.
CITY:	Kyle, Texas	DESIGNER:	Arnie V.
DATE:	6-6-13	CLIENT APPROVAL:	

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National Building Codes may states all signs that utilize night luminaires, sized to 750' x 750' and/or larger shall use 1/2" (6F) perforated aluminum. This requirement must have a recessed electrical panel on the back of the sign. Your sign installer is responsible to have the proper electrical service to the sign location. Please contact your Aetna Sign Group representative if you need additional information.



CITY OF KYLE, TEXAS

City Council Special Called Meeting - August 14, 2013

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Special Called Meeting - August 14, 2013 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the August 14th Special Called Meeting of the City Council, a copy of which is included with the meeting packet.

Budget Information: N/A

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

Attachments / click to download

- [City Council Special Called Meeting Minutes - August 14, 2013](#)
 - [Budget - Amendments Approved on 8-14-2013](#)
-

SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on August 14, 2013 at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Pro Tem Samantha LeMense	Kathy Ryan
Council Member Diane Hervol	Michelle Lopez
Council Member Becky Selbera	
Council Member Ray Bryant	
Council Member Benninghoff	
Council Member David Wilson	
Lanny Lambert, City Manager	
James Earp, Asst. City Manager	
Jerry Hendrix, Director Community Dev.	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Mario Perez, Building Official	
Diana Blank, Director of Economic Development	
Kerry Urbanowicz, Director Parks & Recreation	
Steven Wadacki, City Engineer	
Connie Brooks, Library Director	
Sophia Nelson, Director of Planning & Zoning	
Harper Wilder, Director of Public Works	
Mark Shellard, IT Director	
Jeff Barnett, Police Chief	

CALL MEETING TO ORDER

Mayor Pro Tem LeMense called the meeting to order at 7:00 P.M.

ROLL CALL

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

Mayor Johnson was absent.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Pro Tem LeMense opened the citizens comment period at 7:01 P.M. and called for comments on items not on the agenda or posted for public hearing. Kathy Ryan spoke and stated there was concern from the Library Board on the outdated collection of books and at risk of losing their accreditation because they are expected to have a certain number of books per capita to remain accredited through the State of Texas. She stated that although they had resources to purchase books, they were running the library with

the same number of staff as the older smaller library and staff did not have time to order, catalog and process them.

CITY COUNCIL SPECIAL MEETING

August 14, 2013 – Page 2

Kyle City Hall

She stated that the library board was respectfully asking council to address the lack of staff and thanked Council for their support. Michelle Lopez, Library Board Member, spoke and stated she wanted to speak on behalf of the budget request submitted by Library Director Connie Brooks to Council for review. She asked Council to consider an addition staff member, increase funding for the book collection, and increasing the hours of operation in the evenings. With no one else wishing to speak Mayor Pro Tem LeMense closed Citizen's Comments at 7:08 P. M.

Mayor Pro Tem LeMense opened up Items 1, 2, 3, and 4 to conduct joint Public Hearings.

CONSIDER AND POSSIBLE ACTION

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TOTALING APPROXIMATELY \$45.1 MILLION IN EXPENDITURES AND TRANSFERS FOR ALL CITY FUNDS AS PROPOSED BY THE CITY MANAGER.

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE MISCELLANEOUS CITY FEES AND CHARGES BY APPROXIMATELY 5 PERCENT AND THE ADDITION OF CERTAIN NEW FEES FOR FISCAL YEAR 2013-14 TO BE EFFECTIVE OCTOBER 1, 2013

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE WATER SERVICE RATES AND CHARGES BY 20 PERCENT AND WASTEWATER SERVICE RATES AND CHARGES BY 10 PERCENT ON A SYSTEM-WIDE BASIS INCLUDING MINIMUM MONTHLY CHARGE AND VOLUMETRIC RATES FOR ALL INSIDE AND OUTSIDE CITY UTILITY CUSTOMERS FOR FISCAL YEAR 2013-14 TO BE EFFECTIVE OCTOBER 1, 2013

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE AD VALOREM TAX RATE FROM \$0.5244 TO \$0.5483 OR AN INCREASE OF \$0.0239 PER \$100.00 OF ASSESSED TAXABLE VALUATION IN ORDER TO COVER INCREASE IN DEBT SERVICE REQUIREMENTS FOR FISCAL YEAR 2013-14.

CITY COUNCIL SPECIAL MEETING

August 14, 2013 – Page 3

Kyle City Hall

Mayor Pro Tem LeMense opened the Public Hearings at 7:10 P.M. to hear comments on Item #1 ~ the Proposed Budget for Fiscal Year 2013-14 totaling approximately \$45.1 million in expenditures and transfers for all City Funds as proposed by the City Manager; Item #2 ~ the City Manager's proposal to increase miscellaneous City fees and charges by approximately 5 percent and the addition of certain new fees for Fiscal Year 2013-14 to be effective October 1, 2013; Item #3 ~ the City Manager's proposal to increase water service rates and charges by 20 percent and wastewater service rates and charges by 10 percent on a system-wide basis including minimum monthly charge and volumetric rates for all inside and outside City utility customers for Fiscal Year 2013-14 to be effective October 1, 2013; and Item #4 ~ the City Manager's proposal to increase ad valorem tax rate from \$0.5244 to \$0.5483 or an increase of \$0.0239 per \$100.00 of assessed taxable valuation in order to cover increase in debt service requirements for Fiscal Year 2013-14. With no one wishing to speak Mayor Pro Tem LeMense closed the Public Hearing at 7:10 P. M.

CONSIDER AMENDING THE PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TO DECREASE TOTAL EXPENDITURES BY \$32,660.00 RESULTING FROM NET INCREASES AND DECREASES IN SPECIFIC BUDGET LINE ITEMS OF VARIOUS CITY FUNDS AS DESCRIBED IN THE ATTACHED LIST OF AMENDMENTS AND DISCUSSED DURING CITY COUNCIL BUDGET WORK SESSION NO. 2 HELD ON AUGUST 7, 2013. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

Council Member Wilson moved to approve amendments to the proposed budget as discussed at the August 7, 2013 workshop (see attached) except for the issues impacting the Police Department and COLA and asked staff to bring back a comparative analysis at the next workshop. Council Member Bryant seconds the motion. All aye. Motion carried.

CONSIDERATION AND POSSIBLE ACTION ON THE CITY'S PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TOTALING APPROXIMATELY \$45.1 MILLION IN EXPENDITURES AND TRANSFERS FOR CITY FUNDS INCLUDING AD VALOREM TAX RATE, WATER AND WASTEWATER RATES, AND OTHER FEES AND CHARGES AS PROPOSED BY THE CITY MANAGER.

1. REVIEW INFORMATION REQUESTED BY CITY COUNCIL 8/7/2013

- a. Total proposed budget for publication of notices
- b. Estimated costs for capital improvements at the Kyle Public Pool

Perwez Moheet stated that attached was the first page of the City Managers budget that included the information for public notices that included Mayor and Council, Planning Department, and the City Managers office, and an attachment with recommendations by

the Parks Board for improvements to the Pool totaling \$147,500.00. He stated that the replastering of the pool repairs totaling \$50,000.00 were already included in the budget.

CITY COUNCIL SPECIAL MEETING

August 14, 2013 – Page 4

Kyle City Hall

Council Member Bryant moved to direct staff for options to find the excess funds over the \$50,000.00 already allotted for the repairs on the pool. Council Member Wilson seconds the motion. All aye. Motion carried.

Mayor Pro Tem LeMense stated that tonight Council would Review Proposed Budgets for the following City Departments:

II. REVIEW OF PROPOSED BUDGET FOR THE FOLLOWING DEPARTMENTS:

a. Police Department, Pages 76 thru 86

Following the Budget presentation by the Police Department Council Member Wilson made a recommendation to add 3 positions to PD (1 Admin. 2 Officers) to be paid for by funds received from business sales tax that will be acquired in the City's annexation being proposed, starting with one Officer at \$60,000.00 and filling positions as sales tax from annexations increase. Mayor Pro Tem LeMense asked for a roll call vote. Council Member Wilson voted aye, Council Member Benninghoff voted aye, Council Member Bryant voted nay, Council Member Selbera voted aye, Mayor Pro Tem LeMense voted aye, and Council Member Hervol voted nay. Motion carried to bring this back at the next meeting

b. Municipal Court, Pages 33 thru 38

c. Communications Department, Pages 19 thru 23

d. Building Inspection Department, Pages 53 thru 60

e. Economic Development Department, Pages 61 thru 66

f. Planning and Zoning Department, Pages 67 thru 71

g. Engineering Department, Pages 24 thru 27

h. Financial Services Department, Pages 28 thru 42

i. Public Library Department, Pages 118 thru 123

j. Public Works Department, Pages 124 thru 147

ADJOURN

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

The City Council meeting adjourned at 9:55 P.M.

CITY COUNCIL SPECIAL MEETING
August 14, 2013 – Page 5
Kyle City Hall

Samantha LeMense, Mayor Pro Tem

Amelia Sanchez, City Secretary

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
1.	Mayor and Council	Increase membership line item budget to include annual membership dues for National League of Cities.	Expenditure	110-100-51183	\$ 6,250	\$ 3,300	\$ 9,550
2.	Mayor and Council	Decrease advertising line item budget to cover increase in the membership line item.	Expenditure	110-100-55243	\$ 5,000	\$ (1,000)	\$ 4,000
3.	Mayor and Council	Eliminate compensation for Mayor's position for 8-months to cover increase in the membership line item.	Expenditure	110-100-51113	\$ 9,600	\$ (1,600)	\$ 8,000
4.	Mayor and Council	Eliminate travel budget for Mayor's position to cover increase in the membership line item.	Expenditure	110-100-51171	\$ 10,500	\$ (1,500)	\$ 9,000
5.	Mayor and Council	Move funds from the City Sponsored Event line item budget to the City Manager's Office to equal \$6,000 for an end of the year employee appreciation event.	Expenditure	110-100-52141	\$ 1,000	\$ (1,000)	\$ -
6.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for Mayor and Council:			<u>\$ 32,350</u>	<u>\$ (1,800)</u>	<u>\$ 30,550</u>
7.	Office of the City Manager	Move funds from the City Sponsored Event line item budget in Mayor and Council's budget to the City Manager's Office to equal \$6,000 for an end of the year employee appreciation event.	Expenditure	110-110-52141	\$ 5,000	\$ 1,000	\$ 6,000
8.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for City Manager's Office:			<u>\$ 5,000</u>	<u>\$ 1,000</u>	<u>\$ 6,000</u>

Item # 2

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
9.	Human Resources Department	Decrease funding requested for Medical Services/Drug Testing line item budget.	Expenditure	110-113-55115	\$ 4,500	\$ (1,000)	\$ 3,500
10.	Human Resources Department	Increase funding for New Hire Screening line item budget.	Expenditure	110-113-55246	\$ 7,500	\$ 1,000	\$ 8,500
11.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for Human Resources Department:			\$ 12,000	\$ -	\$ 12,000
12.	Parks & Recreation Department	Decrease line item budget for Safety Signs & Barricades by 20%.	Expenditure	110-134-52122	\$ 250	\$ (50)	\$ 200
13.	Parks & Recreation Department	Decrease line item budget for Building Materials by 20%.	Expenditure	110-134-52124	\$ 1,250	\$ (250)	\$ 1,000
14.	Parks & Recreation Department	Decrease line item budget for Electrical/Plumbing Supplies by 20%.	Expenditure	110-134-52131	\$ 4,000	\$ (800)	\$ 3,200
15.	Parks & Recreation Department	Decrease line item budget for Misc. Hardware by 20%.	Expenditure	110-134-52133	\$ 200	\$ (40)	\$ 160
16.	Parks & Recreation Department	Decrease line item budget for Medical Supplies by 20%.	Expenditure	110-134-52163	\$ 500	\$ (100)	\$ 400
17.	Parks & Recreation Department	Decrease line item budget for Minor Tools/Instruments by 20%.	Expenditure	110-134-52168	\$ 1,500	\$ (300)	\$ 1,200
18.	Parks & Recreation Department	Decrease line item budget for Food/Meals by 20%.	Expenditure	110-134-52173	\$ 50	\$ (10)	\$ 40
19.	Parks & Recreation Department	Decrease line item budget for Misc. Supplies by 20%.	Expenditure	110-134-52174	\$ 625	\$ (125)	\$ 500
20.	Parks & Recreation Department	Decrease line item budget for Facility Maintenance Tools by 20%.	Expenditure	110-134-52228	\$ 625	\$ (125)	\$ 500

Item # 2

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
21.	Parks & Recreation Department	Decrease line item budget for Other Operational Equipment by 20%.	Expenditure	110-134-52231	\$ 5,000	\$ (1,000)	\$ 4,000
22.	Parks & Recreation Department	Decrease line item budget for Cleaning Supplies by 20%.	Expenditure	110-134-53152	\$ 500	\$ (100)	\$ 400
23.	Parks & Recreation Department	Decrease line item budget for Cleaning Paper Products by 20%.	Expenditure	110-134-53153	\$ 500	\$ (100)	\$ 400
24.	Parks & Recreation Department	Eliminate line item budget for internet services for VFW Building - not needed.	Expenditure	110-252-53125	\$ 1,700	\$ (1,700)	\$ -
25.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for Parks and Recreation:			\$ 16,700	\$ (4,700)	\$ 12,000
26.	Parks & Recreation Department	Decrease funding requested for Light & Power line item budget for Public Works Building.	Expenditure	310-280-53121	\$ 15,000	\$ (3,000)	\$ 12,000
27.	Sub-total:	Net Increase (Decrease) in Utility Fund Expenditures for Parks and Recreation:			\$ 15,000	\$ (3,000)	\$ 12,000
28.	Sub-total:	Net Increase (Decrease) in Expenditures for Parks and Recreation:			\$ 31,700	\$ (7,700)	\$ 24,000
29.	TOTAL GENERAL FUND:	Net Increase (Decrease) in General Fund Expenditures:			\$ 66,050	\$ (5,500)	\$ 60,550
30.	TOTAL UTILITY FUND:	Net Increase (Decrease) in Utility Fund Expenditures:			\$ 15,000	\$ (3,000)	\$ 12,000
31.	COMBINED TOTAL:	Net Increase (Decrease) in For All Fund Expenditures:			\$ 81,050	\$ (8,500)	\$ 72,550

Item # 2



CITY OF KYLE, TEXAS

City Council Regular Meeting - August 20, 2013

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - August 20, 2013 ~ *Amelia Sanchez,*
City Secretary

Other Information: This item is for formal approval of the minutes from the August 20th
Regular Meeting of the City Council, a copy of which is included with
the meeting packet.

Budget Information: N/A

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[City Council Regular Meeting Minutes - August 20, 2013](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on August 20, 2013, at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson	Tracy Vrana
Mayor Pro Tem Samantha LeMense	James Plant
Council Member Diane Hervol	
Council Member Becky Selbera	
Council Member Ray Bryant	
Council Member Chad Benninghoff	
Council Member David Wilson	
Lanny Lambert, City Manager	
James Earp, Asst. City Manager	
Perwez Moheet, Finance Director	
Jerry Hendrix, Director of Communications	
Mario Perez, Building Official	
Diana Blank, Director of Economic Development	
Kerry Urbanowicz, Director Parks and Rec	
Steven Widacki, City Engineer	
Sophia Nelson, Director of Planning	
Sally Kachoris, IT Tech	
Jeff Barnett, Police Chief	
Cody Faulk, City Attorney	

CALL MEETING TO ORDER

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

ROLL CALL

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

Council Member Bryant arrived at 7:05 P.M.

APPROVAL OF MINUTES

CITY COUNCIL SPECIAL CALLED MEETING - AUGUST 1, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL REGULAR MEETING - AUGUST 6, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL REGULAR MEETING

August 20, 2013 – Page 2

Kyle City Hall

CITY COUNCIL SPECIAL CALLED MEETING - AUGUST 7, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Council Member Hervol moved to approve the City Council Special Called Meeting minutes of August 1, 2013, the City Council Regular Meeting - August 6, 2013 and the City Council Special Called Meeting - August 7, 2013. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Johnson opened the citizens comment period at 7:03 P.M. and called for comments on items not on the agenda or posted for public hearing. Tracy Vrana and James Plant of Kyle Police Department and Kyle Police Employee Association spoke about upcoming community events. With no one else wishing to speak Mayor Johnson closed Citizen's Comments at 7:08 P. M.

PRESENTATION

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

Jason Claunch provided the quarterly report from Catalyst Commercial to City Council.

PRESENTATION OF KYLE CHAMBER OF COMMERCE QUARTERLY REPORT FOR REPORTING PERIOD APRIL 2013 THROUGH JUNE 2013 ~ *CALE BAESE, PRESIDENT, KYLE AREA CHAMBER OF COMMERCE & VISITOR'S BUREAU*

Cale Baese, President of the Chamber of Commerce provided a presentation of the Kyle Chamber of Commerce Quarterly Report for Reporting Period April 2013 through June 2013.

RECOGNITION OF ACCOMPLISHMENTS MADE BY THE KYLE KUDA SWIM TEAM FOR 2013 ~ *KERRY URBANOWICZ, C.P.S.M., DIRECTOR OF PARKS AND RECREATION*

Richelle Harvey, Swim Team Manager introduced the Kyle Kuda Swim Team.

RECOGNITION FROM THE KYLE PARKS AND RECREATION DEPARTMENT AND THANKING LARRY SIMONE FOR THE VOLUNTEER WORK PERFORMED AT THE PARD MAINTENANCE SHOP ~ *KERRY URBANOWICZ, C.P.S.M., DIRECTOR OF PARKS AND RECREATION*

CITY COUNCIL REGULAR MEETING

August 20, 2013 – Page 3

Kyle City Hall

Kerry Urbanowicz, Parks Director informed Council that Mr. Simone was out of town and would not be present to be recognized for his volunteer work at the PARD Maintenance Shop. Council Member Hervol moved to table this item to the September 3rd meeting. Council Member Bryant seconds the motion. All aye. Motion carried.

APPOINTMENTS

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

- *Gail Miester*
- *Ivana Flowers*

Mayor Pro Tem LeMense stated that Ms. Flowers had moved to another city and would not be able to serve on the committee and wanted to recommend Gail Miester.

Mayor Johnson moved to appoint Gail Miester to the Pie Committee. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CONSENT AGENDA

(Second Reading) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II-CODE OF ORDINANCES/CHAPTER 53-ZONING/ ARTICLE IX- ADMINISTRATION TO AMEND TO REQUIRE POSTED NOTICE FOR ALL REZONING REQUESTS; 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 WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ *Sofia Nelson, Director of Planning*

(Second Reading) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II-CODE OF ORDINANCES/CHAPTER 32-SITE DEVELOPMENT/ARTICLE II-PLAN AND PROCEDURES/DIVISION 2-PLAN TO AMEND TO THE APPROVAL AUTHORITY OF A SITE DEVELOPMENT APPLICATION FROM THE PLANNING AND ZONING COMMISSION TO THE PLANNING DIRECTOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR; AMEND 32-47 AND SECTION 32-48 OF THE SITE DEVELOPMENT ORDINANCE TO REMOVE THE NOTIFICATION REQUIREMENTS FOR SITE DEVELOPMENT REQUESTS NOT SEEKING A VARIANCE; AUTHORIZING THE CITY SECRETARY TO AMEND ORDINANCE 676 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 WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ *Sofia Nelson, Director of Planning*

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(Second Reading) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II-CODE OF ORDINANCES/CHAPTER 41-SUBDIVISION/ARTICLE II-PROCESSING OF PROPOSED SUBDIVISIONS TO AMEND THE REQUIREMENTS FOR SHORT-FORM PLATS, TO AMEND THE APPROVAL AUTHORITY OF CONCEPT, PRELIMINARY, AND FINAL PLATS TO ALLOW THE PLANNING AND ZONING COMMISSION TO BE THE FINAL DECISION MAKER, TO AMEND THE REQUIREMENTS FOR WHEN A CONCEPT PLAN IS REQUIRED, TO ALLOW PRELIMINARY PLATS NOT TO BE REQUIRED WHEN THE SUBDIVIDER ELECTS TO SUBMIT ONLY A FINAL SUBDIVISION PLAT, ACCOMPANIED BY CONSTRUCTION PLANS; AUTHORIZING THE CITY SECRETARY TO AMEND ORDINANCE 439 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 WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ *Sofia Nelson, Director of Planning*

PLUM CREEK PHASE 1 SECTION 6E-3 – PRELIMINARY PLAN (PP-13-006 4.689 ACRES; 28 LOTS LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF FAIRWAY AND SANDERS; OWNER: PLUM CREEK DEVELOPMENT PARTNERS, LTD. AGENT: SCOTT BAUER, BIGELOW DEVELOPMENT, LLC.

~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 7-0 to Statutorily Disapprove the Preliminary Plan

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

PLUM CREEK PHASE 1 SECTION 6E-3 – FINAL PLAT (FP-13-013) 4.689 ACRES; 28 LOTS LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF FAIRWAY AND SANDERS OWNER: PLUM CREEK DEVELOPMENT PARTNERS, LTD. AGENT: SCOTT BAUER, BIGELOW DEVELOPMENT, LLC.

~ *Sofia Nelson, Director of Planning*

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

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

MEADOWS AT KYLE PHASE 3 (FP-13-012) 11.483 ACRES; 61 LOTS & RIGHT-OF-WAY LOCATED ON THE NORTH SIDE OF WINDY HILL ROAD APPROXIMATELY 1 MILE EAST OF IH-35; OWNER: CONTINENTAL HOMES OF TEXAS

AGENT: JOHN D. HINES, P.E., GRAY ENGINEERING, INC.
 ~ Sofia Nelson, Director of Planning

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

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

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO PROVANTAGE SUPERSTORE, OF NORTH CANTON, OHIO, IN AN AMOUNT NOT TO EXCEED \$1,164.00 FOR THE PURCHASE OF MONITOR STANDS AND CORDLESS HEADSET ADAPTERS, AND OTHER RELATED ACCESSORIES FOR THE KYLE POLICE DEPARTMENT. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE FINAL PAYMENT REQUEST AND CHANGE ORDERS TO SPAWGLASS CONTRACTORS, INC., OF AUSTIN, TEXAS FOR POLICE HEADQUARTERS REMODEL PROJECT IN THE AMOUNT OF \$10,139.00 FOR A TOTAL PROJECT COST OF \$82,949.00. ~ JAMES EARP, ASSISTANT CITY MANAGER

A RESOLUTION OF THE CITY OF KYLE, TEXAS DECLARING GOALS FOR THE LEGISLATIVE SESSION TO INCLUDE PRIORITIES DETERMINED BY THE CITY COUNCIL THAT RANGE FROM SUPPORT OF SJR 1 WATER UTILITY REGULATION AND FIRE CONTROLS WITHIN CITY LIMITS, CERTIFICATE OF CONVENIENCE AND NECESSITY AUTHORITY OF CITIES, STATE FUNDING FOR LIBRARY SERVICES, EXTRATERRITORIAL JURISDICTION (ETJ) ISSUES

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AND ANNEXATION POWERS INCLUDING RIGHTS FOR LAND OWNERS THAT ARE ADJACENT TO ANOTHER CITY'S ETJ, AUTHORITY TO INCLUDE A CITY'S ABILITY TO COLLECT SALES TAX ON NEW CAR SALES TO THAT OF THE STATE, AND TO ADDRESS REASONABLE MUNICIPAL COURT FINES AND THE SHARE OF SUCH FINES WITH THE STATE OF TEXAS ~ *Lanny Lambert, City Manager*

Council Member Hervol moved to approve Consent Agenda **Item #9** ~ (*Second Reading*) An Ordinance of the City of Kyle, Amending Part II-Code of Ordinances Chapter 53-Zoning Article IX-Administration to Amend to Require Posted Notice for all Re-Zoning Requests; 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 was open to the public as required by law; **Item #10** ~ (*Second Reading*) An Ordinance of the City Council of the City of Kyle, Texas amending Part II-Code of Ordinances/Chapter 32-Site Development/Article II-Plan and Procedures/Division 2-Plan to Amend to the Approval Authority of a Site Development Application from the Planning and Zoning Commission to the Planning Director, City Engineer, and Public Works Director; Amend 32-47 and Section 32-48 of the Site Development Ordinance to remove the notification requirements for Site Development requests not seeking a variance; Authorizing the City Secretary to amend Ordinance 676 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 was open to the public as required by law; **Item #11** (*Second Reading*) An Ordinance of the City Council of the City of Kyle, Texas amending Part II-Code of Ordinances/Chapter 41-Subdivision/Article II-Processing of Proposed Subdivisions to Amend the Requirements for Short-Form Plats, to Amend the Approval Authority of Concept, Preliminary, and Final Plats to allow the Planning and Zoning Commission to be the final decision maker, to Amend the requirements for when a Concept Plan is required, to allow Preliminary Plats not to be required when the Sub divider elects to submit only a Final Subdivision Plat, accompanied by Construction Plans; Authorizing the City Secretary to amend Ordinance 439 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 was open to the public as required by law; **Item #12** ~ Plum Creek Phase 1 Section 6E-3 – Preliminary Plan (PP-13-006); 4.689 acres; 28 Lots Located immediately north of the intersection of Fairway and Sanders; Owner: Plum Creek Development Partners, Ltd.; **Item #13** ~ Plum Creek Phase 1 Section 6E-3 – Final Plat (FP-13-013) 4.689 acres; 28 Lots Located immediately north of the intersection of Fairway and Sanders; Owner: Plum Creek Development Partners, Ltd; **Item #14** ~ Meadows at Kyle Phase 3 (FP-13-012) 11.483 acres; 61 Lots & Right-of-way Located on the north side of Windy Hill Road approximately 1 mile east of IH-35; Owner: Continental Homes of Texas; **Item #15** ~ Authorize award and execution of a Purchase Order to PROVANTAGE SUPERSTORE, of North Canton, Ohio, in an

amount not to exceed \$1,164.00 for the purchase of monitor stands and cordless headset adapters, and other related accessories for the Kyle Police Department;

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Item #16 ~ Authorize final payment request and Change Orders to SPAWGLASS CONTRACTORS, INC., of Austin, Texas for Police Headquarters Remodel Project in the amount of \$10,139.00 for a total project cost of \$82,949.00; **Item #17** ~ A Resolution of the City of Kyle, Texas declaring goals for the Legislative Session to include priorities determined by the City Council that range from support of SJR 1 Water Utility Regulation and Fire Controls within City Limits, Certificate of Convenience and Necessity, Authority of Cities, State Funding for Library Services, Extraterritorial Jurisdiction (ETJ) Issues and Annexation Powers including rights for land owners that are adjacent to another City's ETJ Authority and to include a City's ability to collect sales tax on new car sales to that of the State, and to address reasonable Municipal Court Fines and the share of such fines with the State of Texas. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CONSIDER AND POSSIBLE ACTION

(First & Final Reading) AN ORDINANCE AUTHORIZING THE ISSUANCE OF APPROXIMATELY \$5,520,000 "CITY OF KYLE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2013"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY TO PAY THE INTEREST ON SAID BONDS AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND AUTHORIZING THE SALE THEREOF, AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID BONDS ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE & CHRIS ALLEN, CITY'S FINANCIAL ADVISOR, FIRST SOUTHWEST COMPANY

Council Member Hervol moved to approve *(First & Final Reading)* An Ordinance authorizing the issuance of approximately \$5,520,000 "City of Kyle, Texas General Obligation Bonds, Series 2013"; levying a continuing direct annual ad valorem tax on all taxable property within the City to pay the interest on said Bonds and to create a sinking fund for the redemption thereof and authorizing the sale thereof, and Enacting provisions incident and related to the issuance of said bonds. Council Member Bryant seconds the motion. All aye. Motion carried.

(FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II-CODE OF ORDINANCES/CHAPTER 53-ZONING/ARTICLE III-OVERLAY DISTRICTS/DIVISION 4- CONDITIONAL USE OVERLAY DISTRICTS TO AMEND THE APPROVAL AUTHORITY OF CONDITIONAL USE PERMITS FROM THE CITY COUNCIL TO THE PLANNING

CITY COUNCIL REGULAR MEETING

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AND ZONING COMMISSION; 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

Planning and Zoning Commission voted 7-0 to approve the Code Amendment

PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 7:41 to hear comments on (*First Reading*) An Ordinance of the City Council of the City of Kyle, Texas amending Part II-Code of Ordinances/Chapter 53-Zoning/Article III-Overlay districts/Division 4- Conditional Use Overlay Districts to amend the Approval Authority of Conditional Use Permits from the City of Kyle so as to reflect this change. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:41 P.M.

Mayor Pro Tem LeMense moved to Approve (*First Reading*) An Ordinance of the City Council of the City of Kyle, Texas amending Part II-Code of Ordinances/Chapter 53-Zoning/Article III-Overlay districts/Division 4- Conditional Use Overlay Districts to amend the Approval Authority of Conditional Use Permits from 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 and Open to the Public as Required by Law. Council Member Hervol seconds the motion. All aye. Motion carried.

CONSIDER A REQUEST BY KYLE AREA CHAMBER OF COMMERCE ON BEHALF OF EDWARD R. COLEMAN FOR A CONDITIONAL USE PERMIT AND A WAIVER OF THE MASS GATHERING PERMIT TO HOLD A KYLE FAIR & MUSIC FESTIVAL ON PROPERTY LOCATED AT 24801 IH-35 (THUNDERHILL RACEWAY). ~ *SOFIA NELSON, DIRECTOR OF PLANNING & JEFF BARNETT, CHIEF OF POLICE*

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

PUBLIC HEARING

Mayor Johnson Opened the Public Hearing at 7:42 P.M. to hear comments on a request by Kyle Area Chamber of Commerce on behalf of Edward R. Coleman for a Conditional Use Permit and a waiver of the Mass Gathering Permit to hold a Kyle Fair & Music

Festival on property located at 24801 IH-35 (Thunderhill Raceway). With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:42 P.M.

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Council Member Wilson moved to approve a request by Kyle Area Chamber of Commerce on behalf of Edward R. Coleman for a Conditional Use Permit and a waiver of the Mass Gathering Permit to hold a Kyle Fair & Music Festival on property located at 24801 IH-35 (Thunderhill Raceway) to include the waiver of the Mass Gathering permit. Council Member Hervol seconds the motion. Mayor Johnson asked for a roll call vote. Council Member Wilson votes aye, Council Member Benninghoff votes aye, Council Member Bryant votes nay, Mayor Johnson votes aye, Council Member Selbera votes aye, Mayor Pro Tem LeMense votes nay, Council Member Hervol votes aye. Motion carried 5-2.

CONSIDER A REQUEST BY TEXAS CINEMA ON BEHALF OF STERLING/BABCOCK & BROWN, LP (TEXAS CINEMA ENTERTAINMENT CENTER - LOCATED ON THE EAST SIDE OF KYLE CROSSING JUST NORTH OF KOHLER'S CROSSING IN KYLE TOWNE CENTER) FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A 75,000 SQUARE FOOT BUILDING LOCATED WITHIN THE IH-35 ZONING OVERLAY DISTRICT. ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

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

PUBLIC HEARING

Mayor Johnson Opened the Public Hearing at 7:46 P.M. to hear comments on a request by Texas Cinema on behalf of Sterling/Babcock & Brown, LP (Texas Cinema Entertainment Center - Located on the east side of Kyle Crossing just north of Kohler's Crossing in Kyle Towne Center) for a Conditional Use Permit to construct a 75,000 square foot building located within the IH-35 Zoning Overlay District. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:46 P.M.

Mayor Pro Tem LeMense moved to approve a request by Texas Cinema on behalf of Sterling/Babcock & Brown, LP (Texas Cinema Entertainment Center - Located on the east side of Kyle Crossing just north of Kohler's Crossing in Kyle Towne Center) for a Conditional Use Permit to construct a 75,000 square foot building located within the IH-35 Zoning Overlay District. Council Member Bryant seconds the motion. All aye. Motion carried.

RECEIVE A PRESENTATION ON A REQUEST BY PGI INVESTMENT, LLC TO REZONE APPROXIMATELY 47.74 ACRES FROM AGRICULTURE 'AG' TO A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT 'PUD' WITH A BASE

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ZONING DESIGNATION OF RETAIL SERVICES ‘RS’ AND MULTIFAMILY RESIDENTIAL ‘R-3-3’ ON PROPERTY LOCATED AT 24800 S. IH-35 (THE PROPERTY IS BOUNDED BY YARRINGTON ROAD ON THE SOUTH, I-35 ACCESS ROAD ON THE EAST AND POST ROAD ON THE WEST). (Z-13-003) ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

This item will be postponed until the Planning and Zoning Commission takes action on the case.

PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 7:51 P.M. to hear comments on a presentation on a request by PGI Investment, LLC to rezone approximately 47.74 acres from Agriculture ‘AG’ to a Planned Unit Development Overlay District ‘PUD’ with a base zoning designation of Retail Services ‘RS’ and Multifamily Residential ‘R-3-3’ on property located at 24800 S. IH-35 (the property is bounded by Yarrington Road on the south, I-35 access road on the east and Post Road on the west). With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:51 P.M.

Mayor Johnson moved to table this item until the first meeting in October. Council Member Bryant seconds the motion. All aye. Motion carried.

CONSIDER A VARIANCE REQUEST BY GUILLERMO RODRIGUEZ TO ALLOW A VARIANCE TO SECTION 41-136 - LOTS (B) ACCESS. EACH LOT SHALL FRONT UPON A PUBLIC STREET TO ALLOW TWO LOTS TO BE PLATTED WITHOUT FRONTAGE ON A PUBLIC STREET AT 2205 BEBEE ROAD. ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

Planning and Zoning Commission voted 7-0 to Deny the variance request

Council Member Benninghoff moved to approve a variance request by Guillermo Rodriguez to allow a variance to Section 41-136 - Lots (b) Access. Each Lot shall front upon a public street to allow two lots to be platted without frontage on a public street at 2205 Bebee Road. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO AUSTIN AUTOMATIC DOOR SOLUTIONS OF CEDAR PARK, TEXAS, IN AN AMOUNT NOT TO EXCEED \$5,000.00 FOR THE PURCHASE, DELIVERY AND INSTALLATION OF TWO (2) POWER-ASSIST DOORS AT KYLE CITY HALL AND TO AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO ALL TRADES REPAIR SERVICE OF KYLE, TEXAS, IN AN AMOUNT NOT TO

EXCEED \$900.00 FOR THE PURCHASE, DELIVERY AND INSTALLATION ELECTRICAL SERVICE FOR TWO (2) POWER-ASSIST DOORS AT KYLE CITY HALL. **Related to Agenda Item No. 26** ~ Kerry Urbanowicz, C.P.S.M., Director for Kyle Parks, Recreation & Facilities

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Mayor Pro Tem LeMense moved to approve Authorize award and execution of a Purchase Order to AUSTIN AUTOMATIC DOOR SOLUTIONS of Cedar Park, Texas, in an amount not to exceed \$5,000.00 for the purchase, delivery and installation of two (2) power-assist doors at Kyle City Hall **and** to authorize award and execution of a Purchase Order to ALL TRADES REPAIR SERVICE of Kyle, Texas, in an amount not to exceed \$900.00 for the purchase, delivery and installation electrical service for two (2) power-assist doors at Kyle City Hall. **Related to Agenda Item No. 26**. Council Member Hevol seconds the motion. All aye. Motion carried.

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO RICHARD'S ELECTRIC, L.P., OF CEDAR PARK, TEXAS, IN AN AMOUNT NOT TO EXCEED \$44,000.00 FOR THE PURCHASE, DELIVERY AND INSTALLATION OF FIFTY-SIX (56) STREET LIGHT LAMPS AS FURTHER DESCRIBED IN RFP-2013-04-PARD. **RELATED TO AGENDA ITEM NO. 26** ~ KERRY URBANOWICZ, C.P.S.M., DIRECTOR FOR KYLE PARKS, RECREATION & FACILITIES

Council Member Wilson moved to approve to Authorize award and execution of a Purchase Order to All Trades Electric in an amount not to exceed \$44,000.00 for the purchase, delivery and installation of fifty-six (56) street light lamps as further described in RFP-2013-04-PARD. **Related to Agenda Item No. 26**. Council Member Selbera seconds the motion. All aye. Motion carried.

(Second Reading) AN ORDINANCE TO AMEND THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2012-13 BY INCREASING TOTAL APPROPRIATIONS IN THE GENERAL FUND BY \$49,900.00 FOR (1) THE INSTALLATION OF AUTOMATIC DOORS AT KYLE CITY HALL WITH AN ESTIMATED COST OF \$5,900.00 AND (2) FOR THE REPAIR AND OR REPLACEMENT OF STREET LIGHT FIXTURES ON KYLE PARKWAY BY SETON HOSPITAL WITH AN ESTIMATED COST OF \$44,000.00. **RELATED TO AGENDA ITEM NOS. 24 AND 25**. ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

Council Member Hervol moved to approve *(Second Reading)* An Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing total appropriations in the General Fund by \$49,900.00 for (1) the installation of automatic doors at Kyle City Hall with an estimated cost of \$5,900.00 and (2) for the repair and or replacement of street light fixtures on Kyle Parkway by Seton Hospital with an estimated cost of

\$44,000.00. **Related to Agenda Item Nos. 24 and 25.** Council Member Bryant seconds the motion. All votes aye. Motion carried.

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Kyle City Hall

(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS REQUIRING PUBLIC UTILITIES TO PROVIDE MINIMUM FIRE FLOW FROM FIRE HYDRANTS AND TO PAINT ALL HYDRANTS RED; ENCOURAGING EMERGENCY SERVICE DISTRICTS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUCH UTILITIES; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT AND PROVIDING FOR A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE ~ *Jerry Hendrix, Director of Community Development*

Mayor Johnson moved to approve *(First Reading)* An Ordinance of the City of Kyle, Texas requiring Public Utilities to provide minimum Fire Flow from Fire Hydrants and to paint all Hydrants red; Encouraging Emergency Service Districts to enter into a Memorandum of Understanding with such utilities; Providing for Public Notice pursuant to the Texas Public Information Act and Providing for a Severability Clause; And an Effective Date. Council Member Wilson seconds the motion. All votes aye. Motion carried.

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AMENDING THE CITY OF KYLE RULES OF CITY COUNCIL, PROVIDING FOR MEETINGS, AGENDA, COUNCIL PROCEEDINGS, PARLIAMENTARY PROCEDURE, DEBATE, DECORUM, CITIZEN PARTICIPATION AT MEETINGS, AND MISCELLANEOUS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS ~ *Lanny Lambert, City Manager*

City Manager Lanny Lambert stated that he was providing a draft, his attempt at modifying the Council Rules of Procedure based on Council's request and recommendation at the last retreat. On Page 1 he stated that he added the comment under Regular Meetings the last sentence with a goal to conclude at 10:00 P.M. Under item #3; The 4th Tuesday of the month reserved for meetings if needed. Removal of Section G which was updated by the Committee Ordinance on Committee Appointment and Procedure. On page 7 he stated he removed the maximum time allotted for all citizen comments at any one meeting shall not exceed 15 minutes.

Mayor Johnson moved to Approve a Resolution of the City of Kyle, Texas, Amending the City of Kyle Rules of City Council, Providing for Meetings, Agenda, Council Proceedings, Parliamentary Procedure, Debate, Decorum, Citizen Participation at meetings, and Miscellaneous with 2 changes; Making Findings of Fact; And Providing for Related Matters. 1)Page 1 under B, Agenda, instead of 7 days prior to meeting for agenda items to 5 days before 5:00 P.M., #2. Page 3 under D Parliamentary Procedure,

Item #2, Handling a motion stating somewhere in the second paragraph that the Mayor must not withhold stating a motion to block legislation or debate before Council.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Mayor Pro Tem LeMense seconds the motion. Mayor Johnson amends to not approve the Resolution but instead direct staff to make the changes as requested and bring this back at the next Council meeting. Mayor Pro Tem LeMense seconds the amendment. All aye. Motion carried.

CITY MANAGERS REPORT

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

- Special Called City Council Meeting, 9-10-13, 7:00 p.m., RR 150 Annexation
- Discuss Billboard Ordinance Workshop
- Discuss Public Hearing for Roundabout
- Discuss City Council Workshop for Plum Creek PID

Mr. Lambert reminded Council about the September 10, 2013 Special Called City Council meeting on the RR 150 Annexation, and asked if they had dates in mind for the workshop on the Billboard Ordinance Council requested, but Council stated they would like to wait to schedule any workshops until after the Budget was approved. Council did not feel that a Public Hearing for the Roundabout was needed as TXDOT was conducting public information sessions.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.074, TEX. GOV'T CODE TO DISCUSS THE APPOINTMENT AND POSITION OF CITY ATTORNEY

Mayor Johnson moved to Convene into Executive Session at 8:41 P.M. pursuant to Section 551.074, Tex. Gov't Code to discuss the appointment and position of City Attorney. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

RECONVENE INTO OPEN SESSION TO TAKE ACTION AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING THE APPOINTMENT AND POSITION OF CITY ATTORNEY

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Mayor Johnson moved to Reconvene into Open Session at 9:39 P.M. to take action as deemed appropriate in the City Council's discretion regarding the appointment and position of City Attorney.

Mayor Johnson stated that No Action was taken during Executive Session.

ADJOURN

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

The City Council meeting adjourned at 9:39 P M.

Lucy Johnson, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

City Council Special Called Meeting - August 21, 2013

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Special Called Meeting - August 21, 2013 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the August 21st Special Called Meeting of the City Council, a copy of which is included with the meeting packet.

Budget Information: N/A

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

Attachments / click to download

- [City Council Special Called Meeting Minutes - August 21, 2013](#)
 - [Attachment 1 for 8-21-2013](#)
 - [Attachment 2 for 8-21-2013](#)
 - [Attachment 3 for 8-21-2013](#)
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SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on August 21, 2013 at 7:00 pm at Kyle City Hall, with the following persons present:

<p>Mayor Lucy Johnson Mayor Pro Tem Samantha LeMense Council Member Diane Hervol Council Member Becky Selbera Council Member Ray Bryant Council Member Benninghoff Council Member David Wilson Lanny Lambert, City Manager James Earp, Asst. City Manager Jerry Hendrix, Director Community Dev. Perwez Moheet, Finance Director Sandra Duran, HR Director Mario Perez, Building Official Diana Blank, Director of Economic Development Kerry Urbanowicz, Director Parks & Recreation Steven Wadacki, City Engineer Connie Brooks, Library Director Sophia Nelson, Director of Planning & Zoning Harper Wilder, Director of Public Works Robert Olvera, IT Jeff Barnett, Police Chief</p>	<p>Jerry Kolacny Pauline Villegas</p>
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CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 7:00 P.M.

ROLL CALL

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

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Johnson opened the citizens comment period at 7:01 P.M. and called for comments on items not on the agenda or posted for public hearing. Jerry Kolacny spoke and stated that he lived in Council District 2 that had the highest number of minorities and the poorest income of all districts. He stated that the City needed to be compassionate to some of these people and incorporate some kind of relief to the elderly and disabled with property taxes and water bills. Pauline Villegas spoke and stated that

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Kyle City Hall

with the tax and water rate increases in the past and more increases proposed again this year it was becoming unaffordable to live in Kyle. She stated that the private sector did not get cost of living increases as did the city employees and did not agree with pay raises for the employees. With no one else wishing to speak Mayor Johnson closed Citizen's Comments at 7:08 P.M.

Mayor Johnson opened up Items 1, 2, and 3, to conduct joint Public Hearings.

CONSIDER AND POSSIBLE ACTION

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TOTALING APPROXIMATELY \$45.1 MILLION IN EXPENDITURES AND TRANSFERS FOR ALL CITY FUNDS AS PROPOSED BY THE CITY MANAGER.

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE MISCELLANEOUS CITY FEES AND CHARGES BY APPROXIMATELY 5 PERCENT AND THE ADDITION OF CERTAIN NEW FEES FOR FISCAL YEAR 2013-14 TO BE EFFECTIVE OCTOBER 1, 2013

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE WATER SERVICE RATES AND CHARGES BY 20 PERCENT AND WASTEWATER SERVICE RATES AND CHARGES BY 10 PERCENT ON A SYSTEM-WIDE BASIS INCLUDING MINIMUM MONTHLY CHARGE AND VOLUMETRIC RATES FOR ALL INSIDE AND OUTSIDE CITY UTILITY CUSTOMERS FOR FISCAL YEAR 2013-14 TO BE EFFECTIVE OCTOBER 1, 2013

PUBLIC HEARINGS

Mayor Johnson opened the Public Hearings at 7:09 P.M. to hear comments on Item #1 ~ the Proposed Budget for Fiscal Year 2013-14 totaling approximately \$45.1 million in expenditures and transfers for all City Funds as proposed by the City Manager; Item #2 ~ the City Manager's proposal to increase miscellaneous City fees and charges by approximately 5 percent and the addition of certain new fees for Fiscal Year 2013-14 to be effective October 1, 2013; Item #3 ~ the City Manager's proposal to increase water service rates and charges by 20 percent and wastewater service rates and charges by 10 percent on a system-wide basis including minimum monthly charge and volumetric rates for all inside and outside City utility customers for Fiscal Year 2013-14 to be effective October 1, 2013. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:09 P. M.

CITY COUNCIL SPECIAL MEETING

August 21, 2013 – Page 3

Kyle City Hall

CONDUCT PUBLIC HEARING TO OBTAIN COMMENTS ON THE CITY MANAGER'S PROPOSAL TO INCREASE AD VALOREM TAX RATE FROM \$0.5244 TO \$0.5483 OR AN INCREASE OF \$0.0239 PER \$100.00 OF ASSESSED TAXABLE VALUATION IN ORDER TO COVER INCREASE IN DEBT SERVICE REQUIREMENTS FOR FISCAL YEAR 2013-14.

Mayor Johnson stated that before she opened the Public Hearing she was required to read the following message:

The City Manager's proposed budget for fiscal year 2013-2014 includes a proposal to increase total tax revenue of the City of Kyle from properties on the tax roll in the preceding year by 5.15 percent.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.5483 for each \$100.00 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$8,002,200.

The Kyle City Council is schedule to vote on the property tax rate at public meetings to be held at 7:00 p.m. on September 3, 2013(1st Reading of City Ordinance and at 7:00 p.m. on September 4, 2013 (2nd Reading of City Ordinance) at Kyle City Hall, 100 W. Center Street, Kyle, Texas 78640.

Members of the public are encouraged to attend the Public Hearings and City Council meetings to express their views.

PUBLIC HEARING

Mayor Johnson opened the Public Hearings at 7:11 P.M. to hear comments on the City Manager's proposal to increase ad valorem tax rate from \$0.5244 to \$0.5483 or an increase of \$0.0239 per \$100.00 of assessed taxable valuation in order to cover increase in debt service requirements for Fiscal Year 2013-14. Jerry Kolacny stated he had just spoken on the hardships the increases were causing the people in Kyle and that this particular item was to cover debt payments and with all the businesses coming to Kyle the City was still struggling with debt payments. He stated the City needed to tighten their belt and figure out a way to not increase taxes for debt payments. Pauline Villegas asked when the City would begin to see the benefit of the businesses that were coming to Kyle and that she did not understand why residents taxes increase if there are so many new businesses and tax revenue being collected from these businesses. With no one else wishing to speak Mayor Johnson closed the Public Hearing at 7:13 P. M.

CONSIDER AMENDING THE PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TO DECREASE TOTAL EXPENDITURES BY \$9,160.00 RESULTING FROM NET INCREASES AND DECREASES IN SPECIFIC BUDGET LINE ITEMS OF VARIOUS

CITY FUNDS AS DESCRIBED IN THE ATTACHED LIST OF AMENDMENTS AND DISCUSSED DURING CITY COUNCIL BUDGET WORK SESSION NO. 3 HELD ON AUGUST 14, 2013. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

CITY COUNCIL SPECIAL MEETING

August 21, 2013 – Page 4

Kyle City Hall

Perwez Moheet, Finance Director provided Council with a list of amendments requested by City Council at the August 14th meeting and stated he would go over each one. (Amendment list attached).

After discussion, Perwez Moheet stated he also had reports requested at the previous meeting under item # 6 so with Council's permission items 1-9 could wait until that item came up.

Mayor Johnson agreed and stated that on agenda item number 5 she would hear a motion to take action on amending the proposed budget specifically items # 10 (Add funding for website changes, navigation improvements, and compatibility for mobile devices for the General Fund Balance) and 11 (Funding from General Fund Balance for developing, publishing, and distribution of City of Kyle annual report for FY 1012-13) on the amendment list provided by staff.

Mayor Pro Tem LeMense moved to approve item #10. Council Member Hervol seconds the motion. Mayor Johnson asked for a roll call vote. Council Member Wilson votes nay, Council Member Benninghoff votes nay, Council Member Bryant votes nay, Mayor Johnson votes nay, Council Member Selbera votes nay, Mayor Pro Tem LeMense votes aye, Council Member Hervol votes aye. Motion failed 5-2.

No motion on item 11.

CONSIDERATION AND POSSIBLE ACTION ON THE CITY'S PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TOTALING APPROXIMATELY \$45.1 MILLION IN EXPENDITURES AND TRANSFERS FOR CITY FUNDS INCLUDING AD VALOREM TAX RATE, WATER AND WASTEWATER RATES, AND OTHER FEES AND CHARGES AS PROPOSED BY THE CITY MANAGER.

Perwez Moheet, Finance Director stated that there was a sub-agenda (see attached) with information Council requested at the last meeting that staff bring back

I. REVIEW INFORMATION REQUESTED BY CITY COUNCIL 8/14/2013

- a. Consumer price index
- b. Survey of proposed COLA and other salary increases
- c. Survey of salary comparison of Kyle employees versus other cities
- d. Impact of COLA and merit pay for all civil service employees
- e. Preliminary estimate of sales tax within areas identified for annexation
- f. Funding options for capital improvements totaling \$147,500. at the Kyle Public Swimming Pool and associated facilities

Mayor Johnson suggested they go over **a** thru **d** since all included COLA.

CITY COUNCIL SPECIAL MEETING

August 21, 2013 – Page 5

Kyle City Hall

After discussion on different COLA and merit options Mayor Johnson stated there were 4 votes for the original proposal of a 1.7 COLA and a large singular pool for merit.

Mayor Johnson stated she would re-open item #5 for the record.

CONSIDER AMENDING THE PROPOSED BUDGET FOR FISCAL YEAR 2013-14 TO DECREASE TOTAL EXPENDITURES BY \$9,160.00 RESULTING FROM NET INCREASES AND DECREASES IN SPECIFIC BUDGET LINE ITEMS OF VARIOUS CITY FUNDS AS DESCRIBED IN THE ATTACHED LIST OF AMENDMENTS AND DISCUSSED DURING CITY COUNCIL BUDGET WORK SESSION NO. 3 HELD ON AUGUST 14, 2013.

Mayor Johnson moves to approve the proposed amendments on items 1 thru 8. Council Member Hervol. All votes aye. Motion carried.

Perwez Moheet stated that on pages 9 and 10 listed were the Preliminary Estimates of Sales and Property Tax for Proposed Annexation, and on page 11 were the Funding Plan Options for Public Swimming Pool Improvements (see attached) Council had requested.

Council Member Hervol moved to approve to add option 1 (in the Pool Improvements Funding Plan handout) to amendments for a vote at the next workshop. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

Mayor Johnson stated that tonight Council would Review Proposed Budgets for the following City Departments:

II. REVIEW OF PROPOSED BUDGET FOR THE FOLLOWING DEPARTMENTS AND OTHER ITEMS:

- a. Economic Development Department, pages 61 thru 66
- b. Planning and Zoning Department, Pages 67 thru 71
- c. Engineering Department, Pages 24 thru 27
- d. Financial Services Department, Pages 28 thru 42
- e. Public Library Department, Pages 118 thru 123
- f. Public Works Department, Pages 124 thru 147
- g. Tourism Program Services, Page 161 and handouts
- h. Emergency Medical Services, Pages 72 and 73
- i. Fire Department, Pages 74 and 75
- j. Review and prioritization of \$2,392,408 in non-CIP capital items proposed for Tax Note funding, Page 197
- k. Review of Capital Improvement Program (CIP) projects by Fund, pages 198 thru 200

1. Review of Non Departmental Budget Items, pages 150 thru 153

CITY COUNCIL SPECIAL MEETING

August 21, 2013 – Page 6

Kyle City Hall

ADJOURN

With no further business to discuss Council Member Hervol moved to adjourn. Council Member LeMense seconds the motion. All votes aye. Motion carried.

The City Council meeting adjourned at 10:33 P.M.

Lucy Johnson , Mayor

Amelia Sanchez, City Secretary

City of Kyle, Texas
Preliminary Estimates of Sales and Property Tax for Proposed Annexations
Information as of 8/19/13

Preliminary Estimates
Subject to Change

Item # 4

Type	Parcel #	Assessed Value	Estimated Property Tax	Estimated Sales Tax	Business Type	Owner Name	Address
Annex	R12687	116,080.00	608.72	-	Single Family Home	MARTINEZ ALFONSO & HOPE	1201 BEBEE RD
Annex	R16748	393,800.00	2,065.09	-	Self Storage Business	DAVILA GILBERT E & FLORINDA	PO BOX 753
Annex	R136929	482,100.00	2,528.13	5,000.00	Gas station/Landscaping supplies	PARK PLACE FOODS	9701 RAINLILLY LN
Annex	R136930	792,330.00	4,154.98	-	Self Storage Business	EIGIN GROCERY INCORPORATED	2101 BEBEE RD
Annex	R44085	163,910.00	859.54	1,200.00	Bakery	MONTVOYA, JOSE	P O BOX 668
Annex	R44086	EXEMPT	-	-	Right-of-Way	HAYS COUNTY TRUST PROPERTIES CONVEYANCE	102 N LBJ DR
Annex	R44087	46,170.00	242.12	-	Single Family Home	ZEZULKA ALAN G & CYNTHIA E	2051 BEBEE RD
Annex	R44090	106,920.00	560.69	-	Single Family Home	OBREGON JUAN & AULICIA	2231 BEBEE RD
Annex	R44091	126,950.00	665.73	-	Single Family Home	FLORES, JANET EVE	416 CRESTHILL CSWY
Annex	R44092	51,900.00	272.16	-	Mobile Home	RODRIGUEZ, GUILLELMO	P O BOX 1466
Annex	R72080	EXEMPT	-	-	Right-of-Way	HAYS COUNTY AUDITORS OFFICE (ROADWAY EASEMENT)	712 S STAGECOACH TRAIL
Annex	R114148	EXEMPT	-	-	School	HAYS CISD	21003 N IH 35
Dev Agreement	R133010	33,580.00	176.09	-	Single Family Home	SHARON WILKINSON	4699 E FM 150
Annex	R88978	20,090.00	105.35	-	Vacant Parcel	SAC N PAC	1405 UNITED DR STE 115
Dev Agreement	R135865	1,234,650.00	6,474.50	14,400.00	Gas Station/Convenience Store	WALTON TEXAS LP	4800 N SCOTTSDALE RD #4000
Annex	R14895	11,210.00	58.79	-	Vacant Parcel		
Annex	R14896	25,640.00	134.46	-	Vacant Parcel		
Annex	R14897	90,430.00	474.21	-	Vacant Parcel		
Annex	R14898	104,890.00	550.04	-	Vacant Parcel		
Annex	R17249	35,340.00	185.32	-	Vacant Parcel		
Dev Agreement	R17250	4,840.00	25.38	-	Vacant Parcel	ERNESTINE WHITE HOFMANN	4700 E FM 150
Dev Agreement	R14899,	12,730.00	66.76	-	Vacant Parcel		
Dev Agreement	R14900	141,680.00	742.97	-	Single Family Home	KENNETH JOE O'BRYANT	P O BOX 1569
Dev Agreement	R14913	110,890.00	581.51	-	Mobile Home	NANCY HOPSON	1392 PAGE ST, APR 3
Dev Agreement	R14917	14,090.00	42.27	-	Vacant Parcel		
Dev Agreement	R14930,	16,140.00	73.89	-	Vacant Parcel	HARVEY & GLORIA EVANS TRUSTEE	5203 DOE VALLEY LN
Dev Agreement	R14931	16,120.00	84.53	-	Vacant Parcel		
Dev Agreement	R14934,	14,350.00	75.25	-	Vacant Parcel	DONALD & GENE HOFMANN	440 S GUADALUPE ST
Dev Agreement	R14935	68,200.00	357.64	-	Single Family Home		
Dev Agreement	R14952,	6,210.00	32.57	-	Vacant Parcel	CHARLES L LACAZE, Jr.	2606 E FM 150
Dev Agreement	R14967	2,160.00	11.33	-	Vacant Parcel		
Dev Agreement	R14960,	2,090.00	10.96	-	Vacant Parcel	GARY R & NANCY HUTZLER	P O BOX 386
Annex	R17240,	1,030.00	5.40	-	Vacant Parcel		
Annex	R70253	1,080.00	5.66	-	Vacant Parcel		
Annex	R14961	94,310.00	494.56	-	School	HAYS CISD	21003 N IH 35
Dev Agreement	R17268	1,900.00	9.96	-	Vacant Parcel	FRANCES ANN PENDLETON	1067 FAR PADDOCK RD
Dev Agreement	R70254	44,200.00	231.78	-	Vacant Parcel	GARY MCMURREY	PO BOX 690309
Annex	R116130	EXEMPT	-	-	Vacant Parcel		
Annex	R12722	EXEMPT	-	-	Vacant Parcel		
Annex	R12734	EXEMPT	-	-	Vacant Parcel		
Annex	R12735	EXEMPT	-	-	Vacant Parcel		
Annex	R13400	EXEMPT	-	-	Vacant Parcel		
Annex	R13845	EXEMPT	-	-	Vacant Parcel		
Annex	R16896	EXEMPT	-	-	Vacant Parcel		
Annex	R16897	EXEMPT	-	-	Vacant Parcel		
Annex	R16898	EXEMPT	-	-	Vacant Parcel		
Annex	R16899	EXEMPT	-	-	Vacant Parcel		
Annex	R16955	EXEMPT	-	-	Vacant Parcel		

Type	Parcel #	Assessed Value	Estimated Property Tax	Estimated Sales Tax	Business Type	Owner Name	Address
Dev Agreement	R16956	32,240.00	169.07	-	Vacant Parcel	KY-TEX PROPERTIES	1259 N OLD STAGECOACH RD
Annex	R17719	EXEMPT	-	-	Vacant Parcel	STATE OF TEXAS	1700 N CONGRESS AVE #720
Annex	R107234	202,080.00	1,059.71	-	Single Family Home	ODELL, THOMAS D	2252 BEBEE RD
Annex	R108170	41,140.00	215.74	-	Mobile Home	ODELL & SONS LP	P O BOX 127
Annex	R114275	6,590.00	34.56	-	Vacant Parcel	LIRA, BARBARITAS	P O BOX 2021
Annex	R115110	67,550.00	354.23	-	Mobile Home	ODELL THOMAS D & MARCELLA A & MICHAELS & KAREN I. & R P O BOX 127	
Annex	K42565	52,410.00	274.84	-	Single Family Home	URQUIZO, DELPHINA	2425 GOFORTH RD
Annex	R42566	28,750.00	150.77	-	Mobile Home	DORCHESTER, ROSEBELLE % FELIPE & ANTONIO DE LIRA	P O BOX 2021
Annex	R42567	5,930.00	31.10	-	Mobile Home	LIRA CONRADO R & MARIA G	P O BOX 653
Annex	R42568	47,710.00	250.19	-	Single Family Home	JIMENEZ JOSE LUIS & GREGORIA V	2300 BEBEE RD
Annex	R42569	120,200.00	630.33	-	Single Family Home	RIOAS JOSE J & GRACIELA	2301 GOFORTH RD
Annex	R42571	24,110.00	126.43	-	Mobile Home	VALLE, MIGUEL C	2330 BEBEE RD
Annex	R42572	24,300.00	127.43	-	Vacant Parcel	VALLE, MIGUEL C	2330 BEBEE RD
Annex	R71898	EXEMPT	-	-	Right-of-Way	HAYS COUNTY AUDITORS OFFICE (ROADWAY EASEMENT)	712 S STAGECOACH TRAIL
Annex	R71900	15,800.00	82.86	-	Vacant Parcel	CASTILLO, DEBBIE A	2501 GOFORTH RD
Annex	R71901	15,790.00	82.80	-	Vacant Parcel	CASTILLO, DEBBIE A	2511 GOFORTH RD
Annex	R71902	EXEMPT	-	-	Right-of-Way	HAYS COUNTY AUDITORS OFFICE (ROADWAY EASEMENT)	712 S STAGECOACH TRAIL
Annex	R71903	19,550.00	102.52	-	Mobile Home	CASTILLO, DEBBIE A	2501 GOFORTH RD
Annex	R94126	24,520.00	128.58	-	Mobile Home	SANCHEZ, ELIAS	2511 GOFORTH RD
Annex	R98873	30,730.00	161.15	-	Vacant Parcel	SANCHEZ, ELIAS	2254 BEBEE RD
Annex	R11421	177,370.00	930.13	-	Single Family Home	ODELL, MICHAEL S	2400 GOFORTH RD
Annex	R11422	164,640.00	863.37	-	Single Family Home	GONZALEZ ECTOR & ESTATE OF MARYLOU	2400 GOFORTH RD
Annex	R11556	50,540.00	265.03	-	Mobile Home	TORRES MARIO V & JUANA	509 W LOCKHART ST
Annex	R11557	49,760.00	260.94	-	Mobile Home	REYES, ROSA MARIA	2700 GOFORTH RD
Annex	R11558	25,000.00	131.10	-	Mobile Home	RAMIREZ, CHARLIE	2680 GOFORTH RD
Annex	R11559	98,550.00	516.80	-	Auto Body Shop	MORALES, ISIDRO	257 KRISTEN DR
Annex	R11623	33,360.00	174.94	-	Mobile Home	MERCADO PAUL & REBECCA	P O BOX 51
Annex	R11637	819,470.00	4,297.30	12,960.00	Meat Market/Restaurant	ESPINOZA BALDEMAR & FLOR S & HERNANDEZ ADAN & MARIA	2790 GOFORTH RD
Annex	R11640	146,620.00	768.88	-	Vacant Parcel	MORALES ISIDRO & MARIA G	257 KRISTEN DR
Annex	R133765	12,500.00	65.55	-	Vacant Parcel	HERNANDEZ RENE	14950 95TH ST
Annex	R136773	252,810.00	1,325.74	-	Mobile Home Park	ESPIONZA BALDFMAR & FLOR & HERNANDEZ ADAN & MARIA	2798 GOFORTH RD
Annex	R136776	465,300.00	2,440.03	-	Auto Tech & Body Shop	ARC DGKYLTX001 LLC	405 PARK AVE FL #15
Annex	R97785	33,010.00	173.10	-	Mobile Home	MARTINEZ GERARDO & FLORINDA	P O BOX 521
Annex	R97786	58,890.00	308.82	-	Single Family Home	MONTROYA, JOSE	P O BOX 668
Annex	R97787	69,530.00	364.62	-	Mobile Home	MARTINEZ, FABIAN	2452 GOFORTH RD
Annex	R98856	10.00	0.05	-	Vacant Parcel	MONTROYA, JOSE	P O BOX 668
Annex	R98858	10,520.00	55.17	-	Mobile Home	REYES, FRANCISCO J	2700 GOFORTH RD
Annex	R14715	123,390.00	647.06	-	Montessor School	VAUGHAN, GENEVIEVF	P O BOX 2285
Annex	K70247	49,200.00	258.00	-	Vacant Parcel	LD ENTERPRISES LLC	13105 LAKE VIEW DR
Annex	R108165	246,360.00	1,291.91	-	Single Family Home	WHITTEN, DICK S % OCTAVIANO GARZA & YOLANDA	3040 DACY IN
Annex	R108166	57,030.00	299.07	-	Single Family Home	TOLER, VIRGILE	317 MIDDLE GROUND CV
Annex	R108168	109,930.00	576.47	-	Vacant Parcel	KAROWALIA ASIF	1095 WINDY HILL RD
Annex	R131651	1,245,580.00	6,531.82	12,960.00	Convenience Store/Meat Market	NABI LLC	1095 WINDY HILL RD
Annex	R131652	25,460.00	133.51	-	Single Family Home	GONZALEZ, OSCAR M	808 GEORGIA ST
Annex	R17614	50,020.00	262.30	-	Single Family Home	WHITTEN, DICK	P O BOX 755
Annex	R71757	26,150.00	137.13	-	Vacant Parcel	KAROWALIA ASIF	1095 WINDY HILL RD

Total Assessed Value with \$ 9,556,470.00 \$ 50,114.13 \$ 46,520.00

Using the current rate of \$0.5244 per \$100 \$ 50,114.13

Using the proposed tax rate of \$0.5483 per \$100 \$ 52,398.13

Item # 4

FUNDING PLAN OPTIONS FOR PUBLIC SWIMMING POOL IMPROVEMENTS
 City Council Consideration: August 21, 2013, Agenda Item No. 6

PRELIMINARY DRAFT
 SUBJECT TO CHANGE

Item # 4

Option	Funding Option Description	Estimated Cost	Financing Cost	Total Cost	Notes/Comments
1	a. Proposed budget includes \$50,000 in the Park Development Fund to replaster public swimming pool.	\$ 50,000	\$ -	\$ 50,000	No further action required.
	b. Reprogram unspent funds in the 2009 Tax Notes.	\$ 87,045	\$ 5,734	\$ 92,779	Will require an amendment to the proposed budget for FY 2013-14 and an opinion from the Bond Counsel.
	c. Allocate the balance needed from projected ending General Fund Balance.	\$ 10,458	\$ -	\$ 10,455	Will require amendment to the proposed budget for FY 2013-14 and will reduce projected fund balance in the City's General Fund for next fiscal year.
Total for Option 1:		\$ 147,500	\$ 5,734	\$ 153,234	
2	a. Proposed budget includes \$50,000 in the Park Development Fund to replaster public swimming pool.	\$ 50,000	\$ -	\$ 50,000	No further action required.
	b. Include the balance required to be funded from new Tax Notes under consideration.	\$ 97,500	\$ 17,657	\$ 115,157	Will have a debt service impact beginning in FY 2015.
	Total for Option 2:		\$ 147,500	\$ 17,657	\$ 165,157
3	a. Proposed budget includes \$50,000 in the Park Development Fund to replaster public swimming pool.	\$ 50,000	\$ -	\$ 50,000	No further action required.
	b. Allocate the balance needed from projected ending General Fund Balance.	\$ 97,500	\$ -	\$ 97,500	Will require amendment to the proposed budget for FY 2013-14 and will reduce projected fund balance in the City's General Fund for next fiscal year.
	Total for Option 3:		\$ 147,500	\$ -	\$ 147,500
4	a. Proposed budget includes \$50,000 in the Park Development Fund to replaster public swimming pool.	\$ 50,000	\$ -	\$ 50,000	No further action required.
	b. Reprogram operating costs of aquatics program included in the proposed budget by closing the public pool for the entire fiscal year to complete all renovations and improvements.	\$ 129,154	\$ -	\$ 129,154	Will require amendment to the proposed budget for FY 2013-14.
	c. Reduce aquatics program revenue estimated in the proposed budget.	\$ (50,050)	\$ -	\$ (50,050)	Will require amendment to the proposed budget for FY 2013-14.
	d. Allocate the balance needed from projected ending General Fund Balance.	\$ 18,396	\$ -	\$ 18,396	Will require amendment to the proposed budget for FY 2013-14 and will reduce projected fund balance in the City's General Fund for next fiscal year.
Total for Option 4:		\$ 147,500	\$ -	\$ 147,500	



City of Kyle, Texas
City Council Budget Work Session No. 4
August 21, 2013, 7:00 P.M.

Proposed Budget for Fiscal Year 2013-14

Agenda Item No. 6

Consideration and possible action on the City's Proposed Budget for Fiscal Year 2013-14 totaling \$45.1 million in expenditures and transfers for City Funds including ad valorem tax rate, water and wastewater rates, and other fees and charges as proposed by the City Manager.

- I. Review Information Requested by City Council on 8/14/2013:
 - a. Consumer price index
 - b. Survey of proposed COLA and other salary increases
 - c. Survey of salary comparison of Kyle employees versus other cities
 - d. Impact of COLA and merit pay for all civil service employees
 - e. Preliminary estimate of sales tax within areas identified for annexation
 - f. Funding options for capital improvements totaling \$147,500 at the Kyle Public Swimming Pool and associated facilities

- II. Review of Proposed Budgets for the Following City Departments & Other Items:
 - a. Economic Development Department, pages 61 thru 66
 - b. Planning & Zoning Department, pages 67 thru 71
 - c. Engineering Department, Pages 24 thru 27
 - d. Financial Services Department, pages 28 thru 42
 - e. Public Library Department, pages 118 thru 123
 - f. Public Works Department, pages 124 thru 147
 - g. Tourism Program Services, page 161 and handouts
 - h. Emergency Medical Services, pages 72 and 73
 - i. Fire Department, pages 74 and 75
 - j. Review and prioritization of \$2,392,408 in non-CIP capital items proposed for Tax Note funding, page 197
 - k. Review of Capital Improvement Program (CIP) projects by Fund, pages 198 thru 200
 - l. Review of Non Departmental Budget Items, pages 150 thru 153

- m. Review of Debt Service Requirements for FY 2013-14, pages 255 thru 268
- n. Review of Property Tax Rates (Handout)
- o. Review of Water and Wastewater Service Rates (Handout)
- p. Review of Fee Schedule, pages 201 thru 221
- q. Review of Solid Waste Service Rates (Handout)
- r. Review of Re-Appropriations for Encumbrances Rolled Forward (Handout)
- s. Review of Financial Policies, pages 233 thru 250

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 3 Held on August 14, 2013
 City Council Approval Date: August 21, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
1.	All City Departments - Gen. Fund	Reduce funding for COLA from 3.5% to 1.8%	Expenditure		\$ 158,136	\$ (84,745)	\$ 73,391
2.	All City Departments - Gen. Fund	Increase funding for performance based pay adjustments (merit increase) for non civil service City employees from 0.0% to 1.7%	Expenditure		\$ -	\$ 61,079	\$ 61,079
3.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for COLA & Merit Pay:			\$ 158,136	\$ (23,666)	\$ 134,470
4.	All City Departments - Utility Fund	Reduce funding for COLA from 3.5% to 1.8%	Expenditure		\$ 51,337	\$ (24,935)	\$ 26,402
5.	All City Departments - Utility Fund	Increase funding for performance based pay adjustments (merit increase) for non civil service City employees from 0.0% to 1.7%	Expenditure		\$ -	\$ 24,935	\$ 24,935
6.	Sub-total:	Net Increase (Decrease) in Utility Fund Expenditures for COLA & Merit Pay:			\$ 51,337	\$ -	\$ 51,337
7.	All City Departments - Grant Funds	Reduce funding for COLA from 3.5% to 1.8%	Expenditure		\$ 1,731	\$ (1,095)	\$ 636
8.	All City Departments - Grant Funds	Increase funding for performance based pay adjustments (merit increase) for non civil service City employees from 0.0% to 1.7%	Expenditure		\$ -	\$ 601	\$ 601
9.	Sub-total:	Net Increase (Decrease) in Grant Funds Expenditures for COLA & Merit Pay:			\$ 1,731	\$ (494)	\$ 1,237
10.	Communications Department	Add funding from the estimated General Fund Balance for website changes, navigation improvements, and compatibility for mobile devices.	Expenditure	110-116-55332	\$ -	\$ 5,000	\$ 5,000
11.	Communications Department	Add funding from the estimated General Fund Balance for developing, publishing, and distribution of City of Kyle Annual Report for FY 2012-13.	Expenditure	110-116-55241	\$ 18,000	\$ 10,000	\$ 28,000
12.	Sub-total:	Net Increase (Decrease) in G/F expenditures for Communications Department:			\$ 18,000	\$ 15,000	\$ 33,000

Item # 5

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 3 Held on August 14, 2013
 City Council Approval Date: August 21, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
13.		TOTAL GENERAL FUND:					
		Net Increase (Decrease) In General Fund Expenditures:			\$ 176,136	\$ (8,666)	\$ 167,470
14.		TOTAL UTILITY FUND:					
		Net Increase (Decrease) In Utility Fund Expenditures:			\$ 51,337	\$ -	\$ 51,337
15.		TOTAL GRANT FUNDS:					
		Net Increase (Decrease) In Grant Fund Expenditures:			\$ 1,731	\$ (494)	\$ 1,237
16.		COMBINED TOTAL:					
		Net Increase (Decrease) In For All Fund Expenditures:			<u>\$ 229,204</u>	<u>\$ (9,160)</u>	<u>\$ 220,044</u>

Item # 4

Item # 5



CITY OF KYLE, TEXAS

Employee of the Month

Meeting Date: 9/3/2013
Date time: 7:00 PM

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

- *Victoria Vargas, Administrative Assistant, Economic Development*

Other Information:

Budget Information:

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

Attachments / click to download

 [Victoria Vargas](#)



Item # 5



CITY OF KYLE, TEXAS

Constitution Week

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Proclamation of the City of Kyle, Texas Proclaiming the week of September 17th through September 23rd as "Constitution Week" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

Other Information:

Budget Information:

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

Attachments / click to download

[Constitution Week Proclamation](#)

City of Kyle



City Council Proclamation

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to the rule by law; and

WHEREAS, September 17, 2013, marks the two hundred twenty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE I, Lucy Johnson, by virtue of the authority vested in me as Mayor of the City of Kyle, in Hays County, Texas, do hereby proclaim the week of September 17th through 23rd as:

“Constitution Week”

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

SIGNED AND ENTERED THIS 3RD DAY OF SEPTEMBER, 2013

Lucy Johnson, Mayor

Diane Hervol, Council District 1

Samantha LeMense, Mayor Pro Tem

Becky Selbera, Council District 2

Chad Benninghoff, Council District 3

David Wilson, Council District 4

Ray Bryant, Council District 6



CITY OF KYLE, TEXAS

Authorization to Amend Professional Services Agreement for Survey Services Related to 2013 Annexation

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize execution of an amendment to the professional services agreement with CARLSON, BRIGANCE & DOERING, INC., of Austin, Texas in an amount not to exceed \$12,500.00 for survey services associated with the parcels under consideration in the 2013 annexation plan. **Related to Agenda Item No. 8** ~ *Sofia Nelson, Director of Planning & Zoning*

Other Information: A copy of the price quotation for survey services associated with the 2013 annexation plan is attached.

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Price Quotation](#)
- [Fiscal Note](#)
- [CBD Bid](#)
- [All Annex Areas](#)



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

CBD Project Number 4576-079

Date 8-1-2013

Debbie Guerra
City of Kyle
 100 W Center St.
 Kyle, Texas 78640
 Email: dguerra@cityofkyle.com

RE: Annexation of Multiple Properties
Surveying Proposal

Please find the below proposal to prepare field notes and sketch for annexation of multiple tracts of land for the City of Kyle, Texas.

Preparation of Field Notes and Sketch

\$200.00/ Tract

Your signature below will serve as acceptance of this proposal and authorization to proceed. If you should have any questions, please feel free to contact me.

Sincerely,

CARLSON, BRIGANCE & DOERING, INC.

 Douglas R. Rummel, Jr., P.E., R.P.L.S.
 Vice President

Acknowledgement:

 City of Kyle

 Date

Item # 7



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

CBD Project Number 4576-079

Date 8-1-2013

Debbie Guerra
City of Kyle
 100 W Center St.
 Kyle, Texas 78640
 Email: dguerra@cityofkyle.com

RE: Annexation of Multiple Properties
Surveying Proposal

Please find the below proposal to prepare field notes and sketch for annexation of multiple tracts of land for the City of Kyle, Texas.

Preparation of Field Notes and Sketch

\$200.00/ Tract

Your signature below will serve as acceptance of this proposal and authorization to proceed. If you should have any questions, please feel free to contact me.

Sincerely,

CARLSON, BRIGANCE & DOERING, INC.

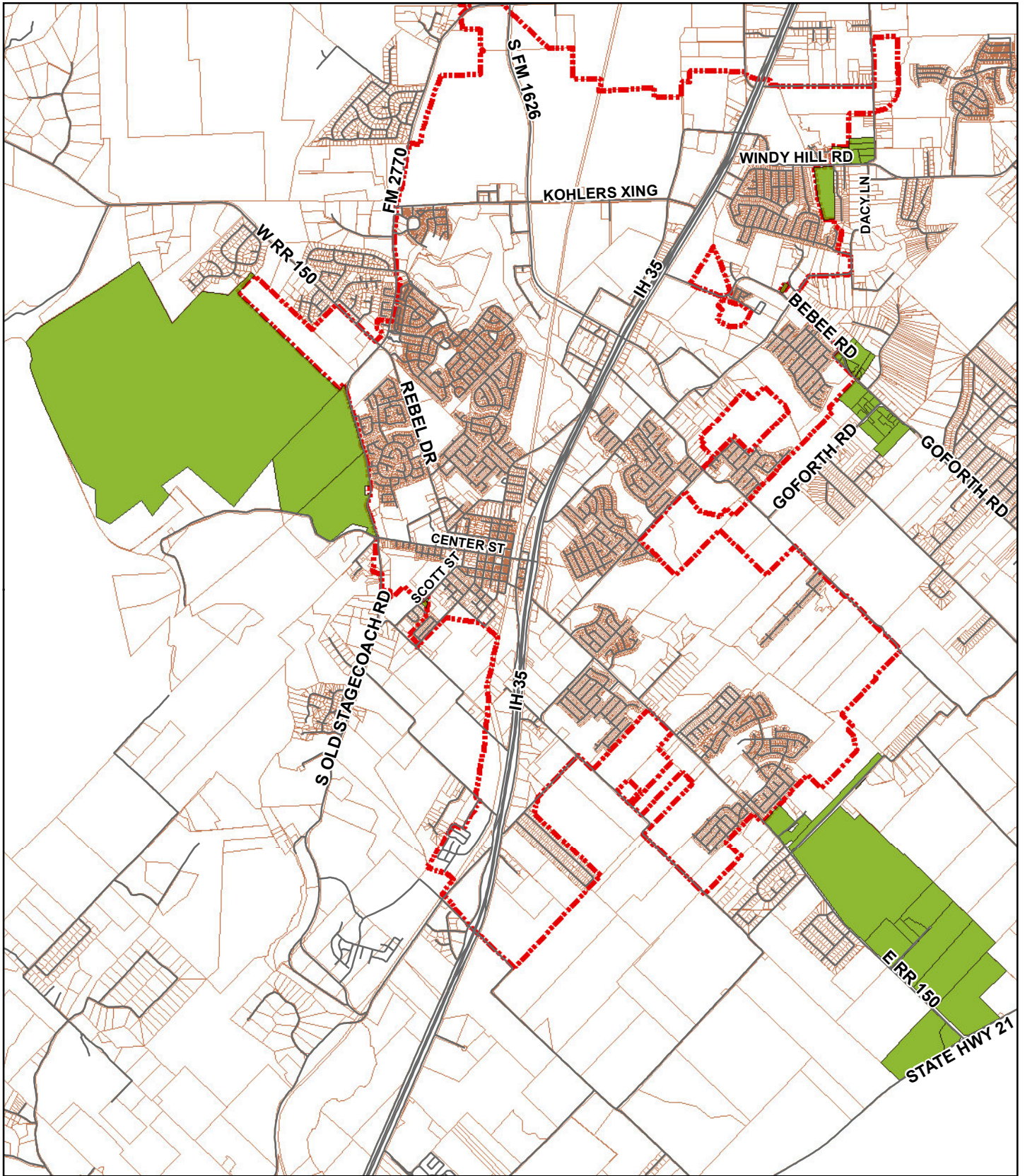
 Douglas R. Rummel, Jr., P.E., R.P.L.S.
 Vice President




Acknowledgement:

 City of Kyle



 Date


Item # 7



	Proposed Annexations
	Current Kyle City Limits
	Parcel Lines

Proposed Annexations


0 0.5 1

Miles


Item #27

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: September 3, 2013
CONTACT CITY DEPARTMENT: Planning Department
CONTACT CITY STAFF: Sofia Nelson, Director

SUBJECT: Authorize execution of an amendment to the professional services agreement with CARLSON, BRIGANCE & DOERING, INC., of Austin, Texas, in an amount not to exceed \$12,500.00 for surveying services associated with the parcels under consideration in the 2013 annexation plan.

CURRENT YEAR FISCAL IMPACT:

The payment for survey services by CARLSON, BRIGANCE & DOERING, INC., under this professional services agreement will be paid and accounted for as follows:


1. City Department:	Planning Department
2. Project Name:	Survey Services
3. Budget/Accounting Code(s):	110-118-55113 (Engineering Services)
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 2,000.00
6. Unencumbered Balance:	\$ 0.00
7. Budget Amendment:	\$ 12,500.00 (9/3/2013)
8. Amount of This Action:	<u>\$ (12,500.00)</u>
9. Remaining Balance:	<u>\$ 0.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this professional services agreement will be provided from the FY 2012-13 amended budget of the Planning & Zoning Department (General Fund). The City Council is also being requested under a related agenda item to amend the current budget by appropriating \$12,500.00 from the General Fund ending balance.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 8/28/2013
Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Ordinance to Amend FY 2012-13 Budget to Provide Funding for Survey Services Associated With 2013 Annexation Plan

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* Consider approving an Ordinance to amend the City's approved Budget for Fiscal Year ending September 30, 2013 by increasing total appropriations in the General Fund by \$12,500.00 for survey of various parcels being considered in the 2013 annexation plan. **Related to Agenda Item No. 7** ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Ordinance - Budget Amendment](#)
- [Fiscal Note](#)

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 PLANNING & ZONING DEPARTMENT BY APPROPRIATING \$12,500.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR SURVEY OF VARIOUS PARCELS BEING CONSIDERED IN THE 2013 ANNEXATION PLAN.

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 Planning & Zoning Department by \$12,500.00 from the Fund Balance of the City's General Fund to provide adequate funding for the payment of expenditures associated with survey services of various parcels being considered in the 2013 annexation plan.

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 _____, 2013.

FINALLY PASSED AND APPROVED on this the _____ day of _____, 2013.

THE CITY OF KYLE, TEXAS

Lucy Johnson, Mayor

ATTEST: _____
Amelia Sanchez, City Secretary

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: September 3, 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 total appropriations in the City's General Fund for the Planning & Zoning Department by \$12,500.00 and decreasing fund balance in the General Fund by the same amount for survey services associated with the 2013 annexation plan.

CURRENT YEAR FISCAL IMPACT:

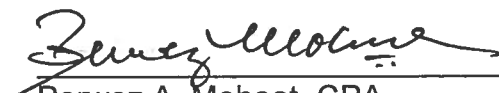
1. City Department:	Planning & Zoning Department
2. Project Name:	Survey Services - 2013 Annexation Plan
3. Budget/Accounting Code(s):	
4. Funding Source:	General Fund
5. Fund Balance:	\$ 6,894,974.00 (As of 8-29-2013, Unaudited)
6. Amount of This Action:	\$ (12,500.00)
7. Remaining Balance:	<u>\$ 6,882,474.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment in the amount of \$12,500.00 will be provided from the fund balance of the City's General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 8/29/2013
Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 9/3/2013
Date time: 7:00 PM

2013 Manhole Rehabilitation

Subject/Recommendation: Authorize award of a construction contract for "2013 Manhole Rehabilitation" to LEWIS CONCRETE RESTORATION of Buda, Texas based upon Bids received and opened on August 15, 2013, in an amount not to exceed \$103,180.00 to repair selected manholes in the City Wastewater Collection System. ~ *Harper Wilder, Director of Public Works*

Other Information: The City advertised for bids for to be opened at 2:00 p.m. on Thursday, August 15, 2013, at the Public Works Building for "construction work required for 2013 MANHOLE REHABILITATION consisting of the repair, lining with cementitious material and coating with polymer of up to 40 (forty) manholes on the City wastewater collection system." A total of 4 bids were received and evaluated by Neptune-Wilkinson Associates, Inc. (NWA). Based upon the received bids, tabulation of same and evaluation by NWA, they are recommending award of contract to Lewis Concrete Restoration of Buda, TX in the amount of \$103,180.00. Construction is to be completed in ninety (90) calendar days.

A copy of NWA's 'recommendation of award' and the attendant tabulation of the bids received is attached. City Staff concurs with NWA's 'recommendation of award'.

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Bid Tab 2013](#)
- [Letter regarding low bid](#)
- [Fiscal Note](#)

NEPTUNE - WILKINSON ASSOCIATES, INC.
Consulting Engineers
TBPE Firm# F-359

4010 Manchaca Road
Austin, Texas 78704

(512) 462-3373
(FAX) 462-3469

August 16, 2013

Harper Wilder, Director of Public Works
City of Kyle
P.O. Box 40
Kyle, Texas 78640

Re: 2013 Manhole Rehabilitation
NWA# 1190-554

Dear Harper:

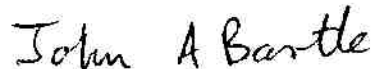
Public bids were received August 15, 2013 for the referenced project. Four bids were received and have been verified as arithmetically correct. A tabulation of the bids received is enclosed.

The low bid is from Lewis Concrete Restoration of Buda, Texas which has been in the business of speciality coating for wastewater and water systems for four years. The principals have a further fourteen years similar work experience as F & L Concrete Services. Lewis Concrete Restoration has previously successfully completed manhole rehabilitation work for the City of Kyle and is qualified to perform this work.

Award of this contract is recommended to the low bidder in the amount of \$103,180.00 for the Base Bid Schedule (\$79,508.00) and the Supplemental Bid Schedule (\$23,672.00) for the rehabilitation of thirty-nine manholes with condition the required performance and payment bonds and proof of insurance be provided.

Please contact our office with questions or if additional information is needed regarding award of this project.

Sincerely,



John A. Bartle, P.E.

Enclosures
JAB:jm

BID TABULATION

CITY OF KYLE
 2013 MANHOLE REHABILITATION

DATE: August 15, 2013
 TIME: 2:00 P.M.

Lewis Concrete Restoration
 335 Commercial Drive
 Buda, TX 78610

National Works, Inc.
 1018 San Marcos Highway
 Luling, TX 78648

Standard Cement Materials
 5710 West 34th Street
 Houston, TX 77092

Fuguay, Inc.
 4861 Old Highway 81
 New Braunfels, TX 78132

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
SUPPLEMENTAL BID SCHEDULE										
S1. Repair and Rehabilitate Condition "A" Manhole including 125 mil thickness of polymer coating										
4' Diameter	VF	15.5	105.00		115.00		264.00		116.00	
5' Diameter	VF	19.0	131.00		145.00		330.00		163.00	
S2. Repair and Rehabilitate Condition "B" Manhole including 125 mil thickness of polymer coating										
4' Diameter	VF	59.0	105.00		280.00		263.00		130.00	
5' Diameter	VF	5.0	131.00		325.00		330.00		183.00	
S3. Repair and Rehabilitate Condition "D" Manhole including 80 mil thickness of polymer coating										
4' Diameter	VF	32.5	155.00		285.00		264.00		408.00	
5' Diameter	VF	20.0	193.00		320.00		330.00		450.00	
S4. Repair and Rehabilitate Condition "E" Manhole including 80 mil thickness of polymer coating										
4' Diameter	VF	0.0					330.00		471.00	
5' Diameter	VF	8.0	226.00		425.00		1,800.00		587.00	
S5. 8" PVC Internal Drop Pipe, any length, new parts	EA	2.0	1,000.00		3,900.00				1,075.00	
TOTAL AMOUNT OF SUPPLEMENTAL BID				\$ 23,672.00		\$ 49,545.00		\$ 48,949.00		\$ 42,586.00
(Sum of Items S1 thru S5)										

I, John A. Bartle, P. E. do hereby certify the above tabulation of bids is a true and correct listing of each bid received on the named project.
 TBPE Firm# F-359



8-15-13

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: September 3, 2013
CONTACT CITY DEPARTMENT: Public Works
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT:

Authorize award of a construction contract for "2013 Manhole Rehabilitation" to LEWIS CONCRETE RESTORATION of Buda, Texas based upon Bids received and opened on August 15, 2013, in an amount not to exceed \$103,180.00 to repair selected manholes in the City Wastewater Collection System.

CURRENT YEAR FISCAL IMPACT:

This construction contract with LEWIS CONCRETE RESTORATION will require expenditure of funds from the Fiscal Year 2012-13 approved budget of the Public Works Department as follows:


1. City Department:	Public Works
2. Project Name:	2013 Manhole Rehabilitation
3. Budget/Accounting Code(s):	310-825-53144
4. Funding Source:	Water and Wastewater Utility Fund
5. Current Appropriation:	\$ 164,280.79
6. Unencumbered Balance:	\$ 141,795.86
7. Amount of This Action:	<u>\$(103,180.00)</u>
8. Remaining Balance:	<u>\$ 38,615.86</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this construction contract in the amount of \$103,180.00 will be provided from the approved operating budget of the Public Works Department for Fiscal Year 2012-13.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 8/29/2013
Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Award and Execution of Purchase Order to T.F.. Harper for Picnic Tables for Kyle Pool

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to T.F. HARPER & ASSOCIATES, L.P. in Austin, Texas, in an amount not to exceed \$7,000.00 for the purchase, delivery and installation of picnic tables for Kyle Pool at Gregg-Clarke Park. ~ *Kerry Urbanowicz, C.P.S.M., Director for Kyle Parks, Recreation & Facilities*

Other Information: This quote is through the Buy-Board State Purchasing Co-op. Kyle Pool is ending its 11th summer season and the 11 year-old tables under the pavilion have exceeded their usefulness. This quote includes 1 ADA compliant table to meet accessibilities standards.

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Pool Tables Quote](#)
- [Pool Table Image](#)
- [Fiscal Note](#)



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of Kyle
Attn: Kerry Urbanowicz
Address: P.O. Box 40
Kyle, Texas 78640
Phone: 512-262-3939
Fax: 512-262-3933
Email: kerryu@cityofkyle.com

DATE: August 15, 2013
QUOTE #: 081513-101-tfh

Ship To
Kyle City Pool

BUY BOARD CONTRACT #346-10

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST
	Webcoat		
7	T46LRACS - 46" Round Table, 1 1/2" #9 Expanded Metal, 4 Concave Seats, 2" Legs, Portable (250 lbs.)	\$658.00	\$4,606.00
1	T46LRACS-3 - 46" Round Table, 1 1/2" #9 Expanded Metal, 3 Concave Seats, 2" Legs, Portable (250 lbs.)	\$636.00	\$636.00
	Installation/Assembly Of above Items		\$1,596.00
	Freight		\$745.00
	Buy Board Discount		(\$584.00)
	TOTAL		\$6,999.00

PLEASE PROVIDE CONTACT NAME & PHONE NUMBER WITH SIGNED QUOTE
THIS QUOTE IS VALID FOR 30 DAYS FROM DATE LISTED ON QUOTE

NOT INCLUDED: Sales Tax, Permits (if required) & bond (if required).

Payment Terms: 100% due upon delivery of material and receipt of invoice
ESTIMATED DELIVERY: 4 to 5 weeks after receipt of order

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper, Partner

Commercial Play and Recreational Equipment

Item # 10

L Series



T46LRACS



T6L



T46L



Tables

L Series

Webcoat's L series is the next product line in our economy products. The L series is a limited collection of tables and benches that match the UltraLeisure line, the only difference is that the tops and seats are made from 1 1/2" expanded metal versus the traditional 3/4" expanded metal.

Item # 10

Pricing

Item #	Description	Weight	Price
T6L	6Ft. Table, 2 Attached 8Ft. Seats, Rounded Corners, 1 1/2" #9 Expanded Metal, Two 2 3/8" Legs, Portable	212	\$567
T46L	46" Square Table, 4 Attached Seats, Rounded Corners, 1 1/2" #9 Expanded Metal, 2" Legs, Portable	238	\$610
T46LRACS	46" Round Table, 1 1/2" #9 Expanded Metal, 4 Concave Seats, 2" Legs, Portable	250	\$658

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: September 3, 2013
 CONTACT CITY DEPARTMENT: Parks and Recreation
 CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Authorize award and execution of a Purchase Order to T.F. HARPER & ASSOCIATES, LP, of Austin, Texas in an amount not to exceed \$7,000.00 for the purchase, delivery, and installation of picnic tables for Kyle Pool at Gregg-Clark Park.

CURRENT YEAR FISCAL IMPACT:


1. City Department:	Parks and Recreation
2. Project Name:	Picnic Tables at Kyle Pool
3. Budget/Accounting Code(s):	110-132-52141 (\$2,500) & 110-132-52231 (\$4,500)
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 10,000.00
6. Unencumbered Balance:	\$ 8,018.91
7. Amount of This Action:	<u>\$ (7,000.00)</u>
8. Remaining Balance:	<u>\$ 1,018.91</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to T.F. HARPER & ASSOCIATES, LP in the amount of \$7,000.00 will be provided from the approved budget of the Parks and recreation Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 8/28/2013

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Authorization to Execute Service Agreement with AT&T for Cell Phone Services

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation:

Authorize execution of a service agreement with AT&T of Austin, Texas to provide cell phone service coverage for all City of Kyle owned cell phones and authorize award and execution of a Purchase Order in an amount not to exceed \$1,250.00 for the purchase of one hundred and nine (109) cell phone devices for the City of Kyle. This authorization will change the City's current cell phone service provider from Sprint to AT&T ~ *Mark Shellard, Director of Information Technology*

Other Information:

The City of Kyle has used Sprint as it's cell phone provider for approximately three (3) years, during the past two years, Nextel (our original provider) has gone away as Sprint has slowly eliminated the towers. Since then service with Sprint has been very spotty for we have no service at all.

In our testing of cell phone providers we tested both AT&T and Verizon.

It is the IT Director's recommendation that we choose AT&T as the new cell phone provider for the City of Kyle.

Recently, Harper Wilder, Director of Public Works, conducted a Code Orange Drill that was held on Monday, July 22nd (attached). The drill which simulates a trench cave-in took exactly 37 minutes. Detailed in the report is the length of time it took using Sprint cell phones via both alerting staff through the Group Direct Connect feature and then resorting to making an actual cell phone call to alert next available staff.

In testing the AT&T phones, we were able to set up and contact a group without any problems. We also had the various departments use the test cell phones provided by both AT&T and Verizon. The Utility Billing department was especially impressed as they travelled to known Sprint outage areas and were successful in reaching City Hall for assistance with utility customer issues (connecting/disconnecting/leaks) etc...

The IT department drove around with test cell phones as well and successfully direct connected with other members using both the group feature and one-on-one Push to Talk that is used by Public Works.

Cover Memo

Item # 11

Parks and Utility Building staff .

The departments also tested a Verizon Casio Ravine II but found that his flip phone may not be rugged enough for Public Works, Parks, Utility Billing, and Police Department staff in their normal everyday job duties.

The average current Sprint cell phone bill is approximately \$3,800.00 monthly.

Verizon can provide this same service for approximately \$3,598.00.

AT&T can provide this same service for approximately \$3,765.00 monthly.

Budget Information:

A Fiscal Note is attached.

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

Attachments / click to download

- [Code Orange Drill](#)
 - [City of Kyle Cell Phone Devices](#)
 - [Fiscal Note](#)
-

Kyocera DuarXT	Sonim XP1520 Bolt SL	\$0.99
Kyocera DuarXT	Sonim XP1520 Bolt SL	\$0.99
Kyocera DuarXT	Sonim XP1520 Bolt SL	\$0.99
Kyocera DuarXT	Sonim XP1520 Bolt SL	\$0.99
Kyocera DuarXT	Sonim XP1520 Bolt SL	\$0.99
Subtotal = 54		\$54.45
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
LG Optimus S	Rugby Pro	\$0.99
Subtotal = 11		\$10.89
Motorola Admiral	Rugby Pro	\$0.99
Subtotal = 1		\$0.99
Kyocera Torque	Rugby Pro	\$0.99
Kyocera Torque	Rugby Pro	\$0.99
Kyocera Torque	Rugby Pro	\$0.99
Kyocera Torque	Rugby Pro	\$0.99
Kyocera Torque	Rugby Pro	\$0.99
Kyocera Torque	Rugby Pro	\$0.99
Subtotal = 6		\$5.94
Motorola PHOTON 4G	not being replaced	
HTC One	Rugby Pro	\$0.99
Subtotal = 2		\$0.99

Code Orange Drill held on Monday, July 22, 2013

Definition:

A “Code Orange” is a Public Works terminology that identifies a trench cave-in involving a buried or partially buried person(s). The Public Works Code Orange S.O.P. is initiated immediately upon receiving a “Code Orange” alert.

Event:

Monday, July 22, 2013 A fire department training dummy was buried approximately four feet underground. A backhoe was purposely left at the site to simulate a trench cave-in. A single backhoe operator was placed at the site to alert responding staff as to what had occurred

Timeline:

- 1) 2:38pm - I attempted to alert all Public Works staff (via my Nextel) of a “Code Orange Drill” occurring at the City of Kyle Wastewater Plant. My Nextel would not work, so I had to phone Warren to alert staff.
- 2) 2:45pm (seven minutes in) - Warren was finally able to get his Nextel to work / call went out to staff
- 3) 2:52pm (14 minutes in) - First responder arrived. Upon arrival of additional staff, hand shoveling began and was executed continuously until the termination of the drill. Following S.O.P. guidelines, buckets were used to remove all dirt from the trench.
- 4) 3:04pm (26 minutes in) - A single boot was uncovered
- 5) 3:14pm (36 minutes in) – Chest and face were uncovered
- 6) 3:15pm (37 minutes in) – training dummy was clear to remove

- From the initial failed attempt to call out the Code Orange, till the training dummy was able to receive medical first aid, was a total of 36 minutes.

Key factors:

- Nextel radios did not function properly
- Many staff members did not get the call at all (had to be notified by the ones who did)
- Three staff members were in one vehicle and the radios distorted due to close proximity in same vehicle. Message was not understood
- Nextel radios are not currently capable of putting **all** staff members in a single group call
- Nextel would “lock up” during the initial call out and staff would have to wait precious time for it to release and function properly

Overall Evaluation

Staff worked very effectively and communicated well during the actual excavation process. Staff continually took turns trading out while shoveling or dumping buckets for dirt removal. With continued training, I believe that we can reduce our time even further. The main complaint and concern from staff as a whole, was the initial lack of effective communication due to our current Nextel radios.

The lack of proper communication is a safety concern that places our staff in jeopardy. It is my intent to work with IT and PD to see if we can get on the PD's radio system (a back channel possibly). I would suggest base radios for the Public Works Office, vehicle mount radios for all vehicles, dump trucks, patch truck, sweeper, etc. and approximately ten hand-held units for special circumstances. All vehicle mount radios would require an external speaker, in which staff could easily hear, while they are working outside of the truck. Jason is attempting to

get me the exact amount/type of radios needed and the associated costs along with them. We will need IT and the PD's assistance to see if this proposed solution is indeed possible. If it is possible, I would think that Public Works, Parks and Building Department could all benefit in utilizing this one designated channel. I have already spoken with Chief in the past, in regards to Dispatch possibly monitoring our radio traffic. In the city that I came from, we had this same set up. Many times, dispatch would get on the Public Works channel to advise of certain issues/situations. This would allow PD the ability to greatly multiply the set of eyes it has on the streets, at any one given time. Please let me know if you have any questions, suggestions or concerns.

Thank you,

Harper

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: September 3, 2013
 CONTACT CITY DEPARTMENT: Information Technology
 CONTACT CITY STAFF: Mark Shellard, Director

SUBJECT:

Authorize execution of a service agreement with AT&T of Austin, Texas to provide cell phone service coverage for all City of Kyle owned cell phones and authorize award and execution of a Purchase Order in an amount not to exceed \$1,250.00 for the purchase of one hundred and nine (109) cell phone devices for the City of Kyle. This authorization will change the City's current cell phone service provider from Sprint to AT&T.

CURRENT YEAR FISCAL IMPACT:


1. City Department:	Information Technology
2. Project Name:	Cell Phone Service to AT&T
3. Budget/Accounting Code(s):	110-115-53124
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 4,500.00
6. Unencumbered Balance:	\$ 2,869.10
7. Amount of This Action:	<u>\$ (1,250.00)</u>
8. Remaining Balance:	<u>\$ 1,619.10</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to AT&T in the amount of \$1,250.00 will be provided from the approved budget of the Information Technology Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 8/28/2013
 Pervez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Code Revision - CUP

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II-CODE OF ORDINANCES/CHAPTER 53-ZONING/ARTICLE III-OVERLAY DISTRICTS/DIVISION 4- CONDITIONAL USE OVERLAY DISTRICTS TO AMEND THE APPROVAL AUTHORITY OF CONDITIONAL USE PERMITS FROM THE CITY COUNCIL TO THE PLANNING AND ZONING COMMISSION ; 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*

Planning and Zoning Commission voted 7-0 to approve the Code Amendment

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

- [Conditional Use Overlay District Redline](#)
- [Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING PART II- CODE OF ORDINANCES/CHAPTER 53-ZONING/ ARTICLE III- OVERLAY DISTRICTS/ DIVISION 4- CONDITIONAL USE OVERLAY DISTRICTS TO AMEND THE APPROVAL AUTHORITY OF CONDITIONAL USE PERMITS FROM THE CITY COUNCIL TO THE PLANNING AND ZONING COMISSION; 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 Ordinance 439- Part II- code of ordinances /chapter 53 -zoning/ article III-Overlay districts/ Division 4- Conditional Use Overlay Districts. The City of Kyle Subdivision Ordinance is hereby modified and amended 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

PART II - CODE OF ORDINANCES
Chapter 53 - ZONING
ARTICLE III. - OVERLAY DISTRICTS

DIVISION 4. - CONDITIONAL USE OVERLAY DISTRICTS

[Sec. 53-892. - Districts and boundaries.](#)

[Sec. 53-893. - Conditional use permit required.](#)

[Sec. 53-894. - Jurisdiction and procedure.](#)

[Sec. 53-895. - Application and fees.](#)

[Sec. 53-896. - Standards for review.](#)

[Sec. 53-897. - Repair or maintenance exception.](#)

[Sec. 53-898. - Scheduling and action.](#)

[Secs. 53-899—53-929. - Reserved.](#)

- (a) The purpose of this division is to establish four conditional use overlay districts to maintain a high character and quality of community development, to promote compatible uses and standards, to preserve and enhance property values, to promote economic growth, to provide for orderly development, to provide for proper movement of traffic, and to secure the general safety of citizens by regulating the exterior architectural characteristics of structures and the characteristics of the property as a whole throughout each of the conditional use overlay districts as defined in [section 53-892](#)
- (b) The conditional use overlay districts will assist the community to recognize and preserve the distinctive architectural character of this community, which has been greatly influenced by the architecture of an earlier period in this community's history. This purpose shall be served by the regulation of exterior design, use of materials, the finish grade line, ingress and egress, and landscaping and orientation of all structures hereinafter altered, constructed, reconstructed, reacted, enlarged, remodeled, removed, or demolished in the conditional use overlay districts defined in [section 53-892](#)
- (c) It is the further intent of this division that, in order to coordinate and expedite the permits, review and time required for compliance with this division and all other applicable city, state, and federal ordinances, codes, laws, rules, and regulations, the applicant for a conditional use permit under this division may combine such application with the application for site plan approval so that both applications may be considered and acted upon on substantially the same schedule.

(Ord. No. 438, § 66(a), 11-24-2003)

- (a) *Established.* Four conditional use overlay districts are established as follows:

- (1) *The I-35 overlay district.* The Interstate Highway 35 corridor conditional use overlay district (the I-35 overlay district) extends from the northernmost city limit boundary at I-35 to the southernmost city limit boundary at I-35, and includes all real property within 1,500 feet of the outer most edge of the highway right-of-way of I-35;
- (2) *The Old Highway 81 overlay district.* The Old Highway 81 corridor conditional use overlay district (the Old Highway 81 overlay district) extends from the intersection of Burleson Street and Old Highway 81 on the north to the intersection of Opal Lane and Old Highway 81 on the south, and includes all real property within 200 feet from the outer most edge of the highway right-of-way of Old Highway 81;
- (3) *The Center Street overlay district.* The Center Street conditional use overlay district (the Center Street overlay district), Center Street is also known as Farm-to-Market Road No. 150, extends

PART II - CODE OF ORDINANCES
Chapter 53 - ZONING
ARTICLE III. - OVERLAY DISTRICTS

DIVISION 4. - CONDITIONAL USE OVERLAY DISTRICTS

from the intersection of Center Street and I-35 on the east to the intersection of Center Street and Rebel Drive on the west, and includes all real property within 200 feet from the centerline of Center Street; and all real property within all central business district-1 (CBD-1) and central business district-2 (CBD-2) zoning districts; and

- (4) *The Rebel Drive overlay district.* The Rebel Drive conditional use overlay district (the Rebel Drive overlay district), Rebel Drive is also known as Farm-to-Market Road No. 150, extends from the intersection of Rebel Drive and Center Street on the south to the northernmost city limit boundary at Rebel Drive on the north, and includes all real property within 400 feet of the outer most edge of the street right-of-way of Rebel Drive.
- (b) *Map.* The boundaries of the conditional use overlay districts are additionally set forth on the city map which is attached to the ordinance from which this article is derived and made part hereof. The I-35 overlay district, the Old Highway 81 overlay district, Center Street overlay district, and the Rebel Drive overlay district are hereinafter collectively sometimes referred to as the overlay districts.

(Ord. No. 438, § 66(b), 11-24-2003; Ord. No. 438-37, § 2, 9-20-2005)

- (a) A conditional use permit shall be required prior to the construction or erection of any new structure for a commercial, retail, or business use within one of the overlay districts. A conditional use permit shall also be required:
- (1) Prior to any existing structure within one of the overlay districts being altered, reconstructed, enlarged, or remodeled for a commercial, retail, or business use, which altering or remodeling would increase or decrease the total gross building area by 50 percent or more; and
 - (2) If such work requires any additional curb cut, or the reconstruction, enlargement, remodeling, or alteration of the exterior design, material, material, finish grade line, landscaping, or orientation of the structure.
- (b) The conditional use permit shall be in addition to and not in lieu of the required site plan and the appropriate underlying zoning required for the proposed use.

(Ord. No. 438, § 66(c), 11-24-2003)

The planning and zoning commission shall receive, consider and act upon all applications for a conditional use permit. ~~The planning and zoning commission shall recommend that the city council approve or disapprove the issuance of conditional use permits within the overlay districts. The issuance of a conditional use permits zoning, and the planning and zoning commission shall comply with the notice, hearing, and procedure requirements required for zoning and rezoning property.~~

(Ord. No. 438, § 66(d), 11-24-2003)

- (a) ~~Applications for conditional use permits under this division shall be made in the same manner as are applications for rezoning.~~ The fee for a conditional use permit shall be as provided in appendix A of this Code, per acre or part thereof. ~~The administrative staff shall follow the same procedure as is followed for a rezoning application.~~ Such fee shall be in addition to any other applicable fees or charges.
- (b) Applications for conditional use permits in one of the overlay districts shall be accompanied by a site plan and building elevations drawn to scale showing at a minimum:
- (1) The lot dimensions, size, shape, and dimensions of the proposed and/or existing structures;
 - (2) The location and orientation of the structures on the lot and the actual or proposed building setback lines; and
 - (3) All points of ingress and egress.

PART II - CODE OF ORDINANCES
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DIVISION 4. - CONDITIONAL USE OVERLAY DISTRICTS

- (c) Applications for structures to be constructed or remodeled, which remodeling would increase or decrease the total gross building area by 50 percent or more, shall be accompanied by appropriate, relevant colored elevations showing at a minimum:
- (1) The design;
 - (2) Use of materials;
 - (3) Finish grade line;
 - (4) Landscaping;
 - (5) Orientation of the buildings; and
 - (6) Any significant architectural features.

In addition, the planning and zoning commission may require the submission of colored perspectives or architectural renderings in applications where the planning and zoning commission finds it useful.

(Ord. No. 438, § 66(e), 11-24-2003)

- (a) The planning and zoning commission shall determine whether the application and project is consistent and compliant with the terms and intent of this division, this chapter, [chapter 32](#), article II, pertaining to the site development plan, and all other codes and ordinances of the city. ~~before making its recommendation to the city council.~~ The planning and zoning commission will determine if the proposed use, occupancy and structure will promote, preserve, and enhance, and will not damage or detract from the distinctive character of the community; will preserve and protect property values and taxable values; will not be detrimental or inconsistent with neighboring uses and occupancies; will not be detrimental to the general interests of the citizens; and will not be detrimental to the public health, safety and welfare. In conducting its review, the planning and zoning commission shall make examination of and give consideration to the traffic flow, development density, neighboring historical designs, neighboring uses, and elements of the application including, but not limited to:
- (1) Height, which shall conform to the requirements of this chapter;
 - (2) Building mass, which shall include the relationship of the building width to its height and depth, and its relationship to the visual perception;
 - (3) Exterior detail and relationships, which shall include all projecting and receding elements of the exterior, including, but not limited to, porches and overhangs and the horizontal or vertical expression which is conveyed by these elements;
 - (4) Roof shape, which shall include type, form, and materials;
 - (5) Materials, texture, and color, which shall include a consideration of material compatibility among various elements of the structure;
 - (6) Compatibility of design and materials, which shall include the appropriateness of the use of exterior design details;
 - (7) Landscape design and plantings, which shall include lighting and the use of landscape details to highlight architectural features or screen or soften undesirable views;
 - (8) Vehicular and pedestrian access, which shall include location, width, and type of surface for all points of ingress and egress;
 - (9) Signage, which shall include, in addition to the requirements [chapter 29](#), pertaining to signs, the appropriateness of signage to the building in relation location, historical significance of the

PART II - CODE OF ORDINANCES
Chapter 53 - ZONING
ARTICLE III. - OVERLAY DISTRICTS

DIVISION 4. - CONDITIONAL USE OVERLAY DISTRICTS

structure and neighboring structures, traffic visibility; obstruction of views from neighboring property;

- (10) Exterior lighting, which shall included location, type, and/or design of lighting and/or lighting fixtures to be used.
- (b) The planning and zoning commission may request from the applicant such additional information, sketches, and data as it shall reasonably require. It may call upon experts and specialists for testimony and opinion regarding matters under examination. It may recommend to the applicant changes in the plans it considers desirable and may accept a voluntary amendment to the application to include or reflect such changes. The planning and zoning commission shall keep a record of its proceedings and shall attach to the application copies of information, sketches, and data needed to clearly describe any amendment to the application. ~~If the planning and zoning commission request additional information such will automatically extend the time which the commission is required to make a recommendation to the city council. The extension of time shall equal the time taken by the applicant to file requested materials with the city manager, plus ten days for review, consideration and a public meeting by the planning and zoning commission.~~
- (c) ~~When its review is concluded, the planning and zoning commission will determine by a vote of its members, whether it will recommend the city council approve or disapprove the conditional use permit. Subsequently, if the conditional use permit is granted by the Planning and Zoning Comimssioncity council, the applicant shall be required to obtain a building permit and/or a development permit if required provided all other requirements for a building permit and/or a development permit are met. The building permit and/or a development proposal as approved shall be valid from one year from the date of approval. The planning and zoning commission may grant an extension of the one year limitation if sufficient documentation can be provided to warrant such an extension. If the city council does not approve the conditional use permit, the city manager shall notify the applicant via certified mail that the conditional use permit is denied. The applicant may thereafter modify and amend the development and site plan and make application for the conditional use permit based on the modified and amended plan.~~

(Ord. No. 438, § 66(f), 11-24-2003)

This division shall not be construed to prevent any ordinary repair or maintenance of an exterior architectural feature or any ordinary planting or landscaping.

(Ord. No. 438, § 66(g), 11-24-2003)

~~Provided that an administratively complete application is timely made, and all applicable fees are paid, the planning and zoning commission shall decide all applications for a conditional use permit under this division no later that 30 days after the public hearing. Upon the planning and zoning commission majority vote making a recommendation to the city council, and upon the planning and zoning commission failing to make its recommendation to the city council within the required time period from the date of the public hearing on an administratively complete application, unless extended as provided herein or requested in writing otherwise by the applicant, the city manager shall cause proper notices to be given and the matter to be placed on the agenda of the city council for public hearing and final action by the city council, as on any other zoning application.~~

(Ord. No. 438, § 66(h), 11-24-2003)



CITY OF KYLE, TEXAS

Kyle Black Hydrant Ordinance

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS REQUIRING PUBLIC UTILITIES TO PROVIDE MINIMUM FIRE FLOW FROM FIRE HYDRANTS AND TO PAINT ALL HYDRANTS RED; ENCOURAGING EMERGENCY SERVICE DISTRICTS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUCH UTILITIES; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT AND PROVIDING FOR A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE ~ *Jerry Hendrix, Director of Community Development*

Other Information: This ordinance will allow the city to enforce the provisions in SB 1086 requiring that all fire hydrants installed by a private utility within the city limits meet minimum fire flow requirements and be painted appropriately to signify their use for fire fighting.

Budget Information:

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

Attachments / click to download

[Kyle Black Hydrant Ordinance 13.08.20](#)

[SB 1086](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS REQUIRING PUBLIC UTILITIES TO PROVIDE MINIMUM FIRE FLOW FROM FIRE HYDRANTS AND TO PAINT ALL HYDRANTS RED; ENCOURAGING EMERGENCY SERVICE DISTRICTS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUCH UTILITIES; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS PUBLIC INFORMATION ACT AND PROVIDING FOR A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the City of Kyle, Texas (“City”) has a number of public utilities providing water service within the City or within its extraterritorial jurisdiction; and

WHEREAS, one investor owned water utility providing service within the City and its extraterritorial jurisdiction (ETJ) has painted all of its fire hydrants black; and

WHEREAS, painting fire hydrants black indicates that the hydrants are inoperable and not available for fighting fires; and

WHEREAS, black hydrants are of major concern to residents and businesses who want assurance that hydrants are available for fighting fires; and

WHEREAS, black hydrants have a negative impact on the sale of homes and on the development of areas dedicated to commercial and industrial businesses; and

WHEREAS, it is commonly understood that hydrants that are painted black may cause residents to pay higher rates for homeowners’ insurance; and

WHEREAS, , SB 1086 added Section 341.03585 to the Texas Health and Safety Code requiring the City to maintain water flow from a hydrant of 250 gallons per minute for at least two hours and water pressure of 20 pounds per square inch so long as the City was meeting or exceeding these requirements; and

WHEREAS, the City believes that all fire hydrants of the water utility with black hydrants, as well as the City, far exceed the fire flow standards set forth in the legislation; and

WHEREAS, SB 1086 provides for an effective date of September 1, 2013 and it provides that all fire hydrants installed by a public utility after the effective date of this Ordinance must meet the minimum fire flow requirements set forth in this Ordinance; and

WHEREAS, SB 1086 provides that any fire hydrants that are part of a water system acquired by a public utility after the effective date of this Ordinance must meet the requirements set forth herein, so long as the hydrants met the such requirements at the time they were acquired by the public utility; and

WHEREAS, SB 1086 stipulates that the City encourage responsible emergency services districts to enter into a memorandum of understanding with public utilities subject to this Ordinance; and

WHEREAS, this Ordinance is not intended to lessen or diminish any requirements set forth in the Water Code or in a rule promulgated by the Texas Commission on Environmental Quality, or any successor agency, for providing water or sewer service to customers of a public utility.

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

Section 1. The facts contained in the Preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The term “public utility” is defined by Section 13.002 of the Texas Water Code (2013) and the term “industrial district” is defined by Section 42.044 of the Local Government Code (2013).

Section 3. All fire hydrants of a public utility located in residential area or an industrial district within the City or its ETJ must provide fire flow from its fire hydrants of at least 250 gallons per minute for at least two hours and water pressure of 20 pounds per square inch so long as the fire flow from City-owned fire hydrants meet or exceed these requirements and provided that existing fire hydrants of the public utility meet these requirements as of the effective date of this Ordinance.

Section 4. All fire hydrants installed by a public utility after the effective date herein must meet the fire flow requirements of this Ordinance.

Section 5. All fire hydrants acquired by a public utility as part of the acquisition of all or a portion of a public water system must meet the fire flow requirements of this Ordinance provided that the requirements were satisfied at the time of the hydrants were acquired.

Section 6. All fire hydrants of a public utility subject to this Ordinance as of the effective date shall be painted red no later than December 1, 2013.

Section 7. The City Manager is instructed, on behalf of the City, to encourage Emergency Services District No.5 of Hays County, Texas to enter into a memorandum of understanding with any public utility affected by this Ordinance. The focus of the memorandum will be on working out protocols for the testing of meters for compliance with this Ordinance and for the reporting of water usage during testing or responding to fire emergencies.

Section 8. SEVERABILITY. If any section or part of any section, paragraph, or clause of this Ordinance is declared invalid or unconstitutional for any reason, such declaration shall not be held to invalidate or impair the validity, force, or effect of any other section or sections, part of a section, paragraph, or clause of this Ordinance.

Section 9. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. The City Secretary is hereby directed to send a true and copy of this Ordinance to Mr. George Freitag, Rate and Regulation Manager for Monarch Utilities I, L.P., 12535 Reed Road, Sugar Land, Texas 77478 and to Mr. Jim Boyle, Herrera & Boyle, PLLC, Suite 1250, 816 Congress, Austin, Texas 78701.

Section 11. EFFECTIVE DATE. The effective date of this Ordinance is upon the passage on second and final reading.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2013, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the ___ day of _____ 2013, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary

S.B. No. 1086

1 AN ACT

2 relating to the regulation of certain water and sewage utilities to
3 ensure public safety in and around certain municipalities.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Subsection (a), Section 341.0358, Health and
6 Safety Code, is amended by amending Subdivision (1) and adding
7 Subdivision (1-a) to read as follows:

8 (1) "Industrial district" has the meaning assigned by
9 Section 42.044, Local Government Code, and includes an area that is
10 designated by the governing body of a municipality as a zoned
11 industrial area.

12 (1-a) "Public utility" has the meaning assigned by
13 Section 13.002, Water Code.

14 SECTION 2. Subsection (g), Section 341.0358, Health and
15 Safety Code, is amended to read as follows:

16 (g) This section also applies to:

17 (1) a municipality with a population of more than
18 36,000 and less than 41,000 located in two counties, one of which is
19 a county with a population of more than 1.8 million;

20 (2) a municipality, including any industrial district
21 within the municipality or its extraterritorial jurisdiction, with
22 a population of more than 7,000 and less than 30,000 located in a
23 county with a population of more than 155,000 and less than 180,000;
24 and

1 (3) a municipality, including any industrial district
2 within the municipality or its extraterritorial jurisdiction, with
3 a population of more than 11,000 and less than 18,000 located in a
4 county with a population of more than 125,000 and less than 230,000.

5 SECTION 3. Subchapter C, Chapter 341, Health and Safety
6 Code, is amended by adding Section 341.03585 to read as follows:

7 Sec. 341.03585. FIRE HYDRANT FLOW AND PRESSURE STANDARDS IN
8 CERTAIN MUNICIPALITIES. (a) In this section:

9 (1) "Industrial district" has the meaning assigned by
10 Section 42.044, Local Government Code, and includes an area that is
11 designated by the governing body of a municipality as a zoned
12 industrial area.

13 (2) "Municipal utility" means a retail public utility,
14 as defined by Section 13.002, Water Code, that is owned by a
15 municipality.

16 (3) "Residential area" has the meaning assigned by
17 Section 341.0358.

18 (4) "Utility" includes a "public utility" and "water
19 supply or sewer service corporation" as defined by Section 13.002,
20 Water Code.

21 (b) This section applies only to:

22 (1) a municipality, including any industrial district
23 within the municipality or its extraterritorial jurisdiction, with
24 a population of more than 7,000 and less than 30,000 located in a
25 county with a population of more than 155,000 and less than 180,000;
26 and

27 (2) a municipality, including any industrial district

1 within the municipality or its extraterritorial jurisdiction, with
2 a population of more than 11,000 and less than 18,000 located in a
3 county with a population of more than 125,000 and less than 230,000.

4 (c) The governing body of a municipality by ordinance shall
5 adopt standards requiring a utility to maintain a sufficient water
6 flow and pressure to fire hydrants in a residential area or an
7 industrial district located in the municipality or the
8 municipality's extraterritorial jurisdiction. The standards:

9 (1) in addition to a utility's maximum daily demand,
10 must provide, for purposes of emergency fire suppression, for:

11 (A) a sufficient water flow not in excess of 250
12 gallons per minute for at least two hours; and

13 (B) a sufficient water pressure not in excess of
14 20 pounds per square inch;

15 (2) must require a utility to maintain at least the
16 sufficient water flow and pressure described by Subdivision (1) in
17 fire hydrants in a residential area or an industrial district
18 located within the municipality or the municipality's
19 extraterritorial jurisdiction; and

20 (3) notwithstanding Subdivisions (1) and (2), if the
21 municipality owns a municipal utility, may not require another
22 utility located in the municipality or the municipality's
23 extraterritorial jurisdiction to provide water flow and pressure in
24 a fire hydrant greater than that provided by the municipal utility.

25 (d) Except as provided by this subsection, an ordinance
26 under Subsection (c) may not require a utility to build, retrofit,
27 or improve fire hydrants and related infrastructure in existence at

1 the time the ordinance is adopted. An ordinance under Subsection
2 (c) may apply to a utility's fire hydrants and related
3 infrastructure that the utility:

4 (1) installs after the effective date of the
5 ordinance; or

6 (2) acquires after the effective date of the ordinance
7 if the hydrants and infrastructure comply with the standards
8 adopted by the ordinance at the time the hydrants and
9 infrastructure are acquired.

10 (e) After adoption of an ordinance under Subsection (c), the
11 municipality shall encourage any responsible emergency services
12 district, as described by Chapter 775, to enter into a written
13 memorandum of understanding with the utility to provide for:

14 (1) the necessary testing of fire hydrants; and

15 (2) other relevant issues pertaining to the use of the
16 water and maintenance of the fire hydrants to ensure compliance
17 with this section.

18 (f) After adoption of an ordinance under Subsection (c), the
19 utility shall paint all fire hydrants in accordance with the
20 ordinance or a memorandum of understanding under Subsection (e)
21 that are located in a residential area or an industrial district
22 within the municipality or the municipality's extraterritorial
23 jurisdiction.

24 (g) Notwithstanding any provision of Chapter 101, Civil
25 Practice and Remedies Code, to the contrary, a utility is not liable
26 for a hydrant's or metal flush valve's inability to provide adequate
27 water supply in a fire emergency. This subsection does not waive a

1 municipality's immunity under Subchapter I, Chapter 271, Local
2 Government Code, or any other law and does not create any liability
3 on the part of a municipality or utility under a joint enterprise
4 theory of liability.

5 SECTION 4. This Act takes effect September 1, 2013.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1086 passed the Senate on April 25, 2013, by the following vote: Yeas 30, Nays 0; and that the Senate concurred in House amendment on May 23, 2013, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1086 passed the House, with amendment, on May 20, 2013, by the following vote: Yeas 147, Nays 0, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor



CITY OF KYLE, TEXAS

Accepting Bunton Creek WW Interceptor Ph 3A WW Improvements

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE BUNTON CREEK WASTEWATER INTERCEPTOR PHASE 3A WASTEWATER 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 Widacki, P.E., City Engineer*

Other Information:

Budget Information:

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

Attachments / click to download

- [Resolution Acceptance](#)
 - [Acceptance Ltr BCPh3A Smith 2013 08 26](#)
 - [Maintenance Bond #58S204944-001 BCWWIntPh3A Smith 2013 08 29](#)
 - [Concurrence Letter BCPh3A HPE](#)
-

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING BUNTON CREEK WASTEWATER INTERCEPTOR PHASE 3A 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 contractor has completed construction of the capital improvements in general accordance with plans approved by the City of Kyle; and

WHEREAS, the capital improvements are defined as wastewater systems installed within public rights-of-way and any dedicated or public utility easements; 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 capital improvements called Bunton Creek Wastewater Interceptor Phase 3A. The current maintenance surety is hereby \$272,675.55 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the capital improvements called Bunton Creek Wastewater Interceptor Phase 3A 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



CITY OF KYLE

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

August 29, 2013

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

**RE: Bunton Creek WW Interceptor Phase 3A Improvements
FINAL ACCEPTANCE**

The referenced capital improvements are recommended for acceptance by the City of Kyle.

A final walkthrough was completed on May 20, 2013, and the documented punch list items have been completed for the project. The wastewater lines have been constructed in substantial accordance with the City's standards and technical specifications. Additionally, record drawings have been provided to the City.

A Maintenance Bond (No. 58S204944-01) has been provided for a period of two (2) years in the amount of \$272,675.55, or 35% of the total cost of the project.

Sincerely,

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

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



MAINTENANCE BOND

Bond 58S204944-001

KNOW ALL BY THESE PRESENTS, That we, Smith Contracting Co., Inc.

as Principal, and West American Insurance Company,

a corporation organized under the laws of the State of Indiana and duly authorized to do business in

the State of Texas, as Surety, are held and firmly bound unto City of Kyle, Texas

as Obligee, in the penal sum of Two Hundred Seventy-two Thousand Six Hundred Seventy-five Dollars And Fifty-five Cents
(\$272,675.55)

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

WHEREAS, the said Principal entered into a Contract with the

City of Kyle, Texas dated January 22nd, 2013

for Bunton Creek Waste Water Phase 3A

WHEREAS, said Contract has been completed, and was approved on _____ day of _____,

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

Signed and sealed this 29th day of August, 2013.

Smith Contracting Co., Inc.

Handin Coy II VP (Seal)

(Seal)

(Seal)

West American Insurance Company

By Kenneth Nitsche
Kenneth Nitsche

Attorney-in-Fact
Item # 14



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 5613819

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of October, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 15th day of October, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Item # 14

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Home Office Surety at
1-610-832-8240

3 You may call (company)'s toll-free telephone
number for information or to make a complaint
at:

(800) 472-5357 Surety Option #7

4 You may also write to Liberty Mutual Surety
at:

175 Berkeley Street
Boston, MA 02116

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

(800) 252-3439

6 You may write the Texas Department of
Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

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

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para someter
una queja:

Usted puede contactar a servicio de la
oficina principal de Surety al: 1-610-832-8240

Usted puede llamar al número de teléfono
gratis de (company)'s para información o
para someter una queja al:

(800) 472-5357 Surety Opción De #7

Usted también puede escribir a Liberty
Mutual Surety

175 Berkeley Street
Boston, MA 02116

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

(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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

Este aviso

Hanrahan • Pritchard Engineering, Inc.8333 Cross Park Drive
Austin, Texas 78754**HPE**Phone: (512) 459-4734
Fax: (512) 459-4752
TX PE Firm Reg. No. 416**ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE**PROJECT: Bunton Creek Wastewater Interceptor Phase 3A

Owner's Name and Address

City of Kyle100 W. Center St.Kyle, Texas 78640

Consultant's Name and Address

Hanrahan Pritchard Engineering, Inc.8333 Cross Park DriveAustin, Texas 78754

On this day, I, the undersigned professional engineer, or my representative, made a visual inspection on the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by the City of Kyle.

NOTE:Revegetation needed in some areas (expected to occur after rainfall events).

Signature
58474

Texas Registration Number



CITY OF KYLE, TEXAS

Executive Session-Convene-Save Our Springs

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the lawsuit pending in the Austin Court of Appeals, Save Our Springs Alliance, Inc. v. City of Kyle, Jack Goodman, Barton Springs/Edwards Aquifer Conservation District, et al., Cause No. 03-13-00271-CV, and Appellant Save Our Springs Alliance's settlement offer.

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Convene-Aqua Operations

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.071, Consultation with City Attorney regarding settlement negotiations between the City of Kyle and Aqua Operations, Inc.

Other Information:

Budget Information:

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Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Convene, City Attorney

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Section 551.074, Tex. Gov't Code to discuss the appointment and position of City Attorney.

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

Executive Session-Reconvene-Save Our Springs

Meeting Date: 9/3/2013
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 Save Our Springs Alliance, Inc.'s settlement offer.

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

Executive Session-Reconvene-Aqua Operations

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Reconvene into Open Session pursuant to Take Action as Deemed Appropriate in the City Council's Discretion regarding settlement negotiations between the City of Kyle and Aqua Operations, Inc.

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

Executive Session-Reconvene, City Attorney

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding the appointment and position of City Attorney.

Other Information:

Budget Information:

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Attachments / click to download



CITY OF KYLE, TEXAS

Approval of TDS Rates for FY 2014 Budget

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Consider approving the inclusion of rates for solid waste collection and disposal services in the City's Fees & Charges Schedule for Fiscal Year 2013-14 as provided for in the contract agreement with TEXAS DISPOSAL SYSTEMS in effect until March 31, 2021. ~ *Lanny S. Lambert, City Manager*

Other Information: On January 27, 2011, the City of Kyle entered into an agreement with Texas Disposal Systems to provide solid waste collection and disposal services within the City limits of Kyle, Texas through March 31, 2021. This agreement provides for annual increase in service rates to go into on April 1st of each year.

This City Council action approves the inclusion of the rates for solid waste collection and disposal services in the City's Fees & Charges Schedule for Fiscal Year 2013-14 as provided for in the contract agreement with Texas Disposal Systems.

A complete copy of the City's agreement with Texas Disposal Systems is attached.

Budget Information: A Fiscal Note is not required. Detail rate schedule for solid waste collection and disposal services is provided in the budget documents for Fiscal Year 2013-14.

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

Attachments / click to download

- [TDS Contract](#)
- [2014 Fees & Charges Schedule](#)

ORDINANCE NO. 641

AN ORDINANCE GRANTING A FRANCHISE TO TEXAS DISPOSAL SYSTEMS, INC. TO PROVIDE RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF KYLE; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING A PROCEDURE FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR THE ESTABLISHMENT AND ADJUSTMENT OF CHARGES; REQUIRING INDEMNITY AND INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY THE FRANCHISEE; PROHIBITING ASSIGNMENT AND SUBLETTING OF THE FRANCHISE WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS

WHEREAS, Texas Disposal Systems, Inc. ("Company") operates a recycling, solid waste collection and disposal service;

WHEREAS, the Company has provided solid waste collection and disposal services to all residences and businesses within the City of Kyle ("City") since October 1997; and

WHEREAS, it is in the public interest of the for the City to grant the Company a franchise to use and occupy the public streets, alleys and right-of-way easements to provide recycling, solid waste collection and disposal services within the City on such terms and conditions as will provide the City with sufficient controls and options necessary to provide for the public good;

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

SECTION 1. Definitions.

1.0 For the purposes of this ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 or otherwise in this ordinance shall be given their common and ordinary meaning.

1.1 The following words, terms, phrases and their derivations shall, in this ordinance, have the meaning given in this section.

1.1.1 "Agreement" means the "Agreement for Solid Waste and Refuse Collection and Disposal Services" made and entered into by and between the City of Kyle and Texas Disposal Systems, Inc.

1.1.2 "City Secretary" shall mean the City Secretary of the City.

1.1.3 "City Manager" shall mean the City Manager of the City or his/her authorized designate.

1.1.4 "City Council" or "Council" shall mean the governing body of the City.

1.1.5 "Commercial Account" means any Customer that is not a Residential Unit, and includes all retail, commercial and industrial uses and businesses, mobile home parks, and any apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling consisting of more than three single-family dwelling units.

1.1.6 "Customer" means any firm, person, entity, corporation or organization that is provided recycling, Refuse and Waste collection or disposal services within the City. Customers includes all persons and entities that contract with the Company, or receive service from the Company, for the collection of Refuse and Waste from a business, retail, commercial, industrial or other non-Residential Unit, whether such service is used by said firm, person, entity, corporation, organization or others, and the occupant of each Residential Unit within the City.

1.1.7 "Franchise" shall mean this Ordinance, and all the rights and obligations established herein.

1.1.8 "Gross receipts" shall mean the total amount collected by Company from any and all Customers for services rendered under authority of this Franchise.

1.1.9 "Hazardous Waste" shall mean waste in any amount which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount which is regulated under Federal or State law. For purposes of this agreement, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans and solvents. The term includes any definition thereof provided in the Agreement.

1.1.10 "Refuse and Waste" shall mean any refuse, rubbish, garbage or solid waste material that is not Hazardous Waste and that Company is authorized and required to collect and dispose of pursuant to the Agreement.

1.1.11 "Residential Refuse" shall mean all household and domestic garbage, trash and rubbish, excluding rubbish and used materials resulting from construction or remodeling work, generated by a person or persons dwelling in a Residential Unit.

1.1.12 "Residential Unit" shall mean a dwelling unit designed for, or, in the normal course of use, occupied by, a person or one family, e.g. a single family house, duplex apartment unit or triplex apartment unit, that is situated in a building having three or less such separate residential units. For the purposes of this Franchise, a "Residential Unit" shall not include any mobile home park, or any apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling, whether of single or multi-level construction, consisting of more than three single-family dwelling units.

1.1.13 "Street" or "alley" shall mean all publicly dedicated or maintained streets, alleys, easements and rights-of-way, a portion of which is open to use by the public or vehicular travel.

Section 2. Grant of Franchise. The City hereby grants the Company a non-exclusive franchise to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of providing recycling services and collecting and disposing of Refuse and Waste from Commercial Accounts and Residential Units within the City; including, but not limited to, service to all Customers and contracting with Commercial Accounts and providing service pursuant to contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

Section 3. Term. The term of this Franchise shall be for a period of ten (10) years beginning on March 1, 2011 and terminating on the tenth anniversary of said date; provided this Franchise shall automatically terminate upon the termination of the Agreement.

Section 4. Scope and Nature of Operation.

4.0 The Company may collect and deliver for disposal all Refuse and Waste accumulated within the corporate limits of the City by the Customers and the words "refuse", "garbage", "trash" and "waste" when used in this Franchise are used for convenience and, unless the context shows otherwise, refer to and are limited to Refuse and Waste. The Company will furnish the personnel and equipment to collect refuse, provide the services described herein, and as contracted for with the Commercial Accounts, in an efficient and businesslike manner as provided in the Agreement. All recycling, collection and disposal services will be provided in strict compliance with the Agreement.

4.1 **Service Provided** - (a) Commercial Accounts. Company shall provide container, bin and other collection service for the collection of all Commercial Accounts within the City, according to the individual Customer agreements and applicable City regulations and shall make provision for the special collection of Refuse and Waste upon request. The Company shall cause or require its equipment, containers and bins to be kept and maintained in a manner to not cause or create a threat to the public health and shall keep the same in a good state of repair.

(b) Residential Units. Company shall provide service to all Residential Units within the City.

(c) Recycling and Disposal. Company shall provide recycling and disposal services as provided in the Agreement.

4.2 Collection Operation - (a) Save and except as provided in this Section, collection shall not start before 7:00 a.m. or continue after 7:00 p.m. at any location; provided that collections made in a manner that does not cause or result in loud noise, or that are made at a location which will not cause the disturbance of persons occupying the premises or neighboring property, may be made at anytime. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. The frequency of collection shall be as provided in the Agreement and Customer Account contracts.

4.3 Holidays - The Company shall observe holidays as provided in the Agreement.

4.4 Complaints - Requirements for receiving and responding to complaints shall be as provided in the Agreement.

Section 5. Vehicles To Be Covered and Identified. All vehicles used by Company for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Company's name in letters not less than two (2) inches in height.

Section 6. Regulation of Containers. The Company may rent or lease containers to any Customer within the corporate limits of the City for refuse storage and collection purposes subject to the following requirements:

- (1) All containers shall be constructed and maintained according to good industry practice;
- (2) All containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (3) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering of refuse and access to the container by animals while the container is at the site designated by the Customer;

- (4) All containers shall be periodically cleaned, maintained, serviced and kept in a reasonably good state of repair: to prevent the unreasonable accumulation of refuse residues; to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers; and
- (5) All containers shall be clearly marked with Company's name and telephone number in letters not less than two (2) inches in height. It is further understood and agreed that Company will lease or rent such containers at terms which are fair, reasonable and within the terms and rates authorized from time to time by the City Council.

Section 7. Disposal of Refuse. The Company will deliver all Refuse and Waste collected by it within the City, except for materials which the Company may select for recovery and recycling, to such location as may be designated by Company in the Agreement. No other location may be used for the disposal of such refuse without the written approval and consent of City. All rules and regulations governing hours of operation, disposal practices and materials at the disposal site will be observed and followed by the Company while engaged in the disposal of refuse.

Section 8. Franchise and Rental Fees.

8.1 **Franchise Fee** - The streets, rights-of-way, and public easements to be used by the Company in the operation of its business within the boundaries of the City as such boundaries now exist and exist from time to time during the term of this Franchise, are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and the City will incur costs to regulate and administer this Franchise. In consideration of such benefits, costs and expenses, the Company shall through the term of this Franchise pay to the City ten percent (10%) of the Company's total gross revenues received from Customers pursuant to this Franchise (exclusive of Sales Tax).

8.1.1 **Fees Paid Monthly** - The franchise fee for all services other than monthly curbside service to Residential Units shall be payable by the Company monthly to the City. Such franchise fee shall be delivered to the City Secretary or successor in function together with a statement indicating the derivation and calculation of such payment. Each such monthly payment shall be due on the 15th day of the month following the calendar month in which the revenues are received by the Company and shall be based upon the Company's gross receipts during that calendar month. As an example, the May 15 payment shall be based upon the Company's gross receipts during the month of April. For purposes of verifying the amount of such fee, the books of the Company shall at all reasonable times be subject to inspection by the duly authorized representatives of the City. Additionally, the Company shall file annually with the City Secretary, no later than four (4) months after the end of the Company's fiscal year, a statement of revenues attributable to the operations of the Company within the City. This statement shall present, in a form prescribed or approved by the Council, a detailed breakdown of gross revenues. This annual statement shall be subject to audit by the City.

The City will bill Residential Units for monthly curbside service and will deduct the ten percent (10%) franchise fee from the rates charged by the Company and collected by the City for monthly curbside service to Residential Units.

8.1.2 No Other Rental Fees - The franchise fee shall be in lieu of any and all other city imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, franchise, installations and systems, fixtures, and other facilities of the Company and all other property of the Company and its activities, or any part thereof, in the City which relate to the operations of the Company pursuant to this Franchise.

8.1.3 Credit for Fees Paid - Should the City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such licenses, charges, fees, rentals, easement or franchise taxes or charges.

Section 9. Collection and Disposal Rates.

9.1 Council May Set Rates - The City Council may, from time to time in its discretion, establish the rates and charges, or the maximum rates and charges, for the collection and disposal of Refuse and Waste, whether regular or special collection, within the City.

9.1.1 Contract Rates - The rates charged by the Company for services provided pursuant to this Franchise shall be determined by contract with the Customer and such rates and charges shall not be greater than the rates approved by the City Council from time to time. Such rates are subject to periodic adjustment.

9.1.2 Residential Units. The Residential Unit rate shall be established by the Agreement.

9.1.3 Recycling. The rates for recycling shall be established by the Agreement.

9.2 Special Collection Rates - The charges for special collection and services provided to a Customer pursuant to this Franchise shall be established by contract between the Company and

the Customer, save and except to the extent, if any, provided otherwise in the Agreement. Such rates shall not exceed the maximum rates authorized by the City Council.

9.3 Disposal Costs - The refuse collection charges provided by Sections 9.1 and 9.2 above shall include all disposal costs.

Section 10. Adjustment of Rates. The Company may, at any time and from time to time during the term of this Franchise, submit a written request for an adjustment of the rates, or maximum rates, if any, established by the City for collection and disposal services performed under this Franchise. The City, upon consideration of the circumstances surrounding any such written request, may approve or disapprove the same, and shall provide written notice of such determination to Company.

Section 11. Compliance With Law. The Company shall conduct its operations under this Franchise in compliance with the material provisions of all applicable local, state and federal laws, rules and regulations, this Franchise and the Agreement.

Section 12. Insurance Provided by Company. The Company shall maintain throughout the term of the Franchise property damage coverage, general liability insurance, automobile liability insurance for any vehicles owned or operated by Company, worker compensation and such other insurance as is required by and provided in the Agreement.

12.1.1 Additional Insured - The City shall be an additional insured and the term "owner" and "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the City;

12.1.2 No City Liability - Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Company and the City and shall be primary coverage for all losses covered by the policies;

12.1.3 Other Insurance Clause - The policy clause "Other Insurance" shall not apply to the City where the City is an insured on the policy;

12.1.4 No Recourse - Companies issuing the insurance policies shall not have recourse against the City for payment of any premium or assessment.

Section 13. Indemnification and Hold Harmless. The Company agrees to indemnify, defend, and save harmless the city, its agents officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, arising from the Company's operations and services, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and all claims arising from any breach or default on the part of the Company in the

performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Franchise. The City shall promptly notify the Company of any claim or cause of action which may be asserted against the City relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. The Company by and through the City Attorney, may be granted the right to take, in the event the Company and the City are Co-Defendants in a suit, upon express written approval of the City Attorney of the City, total or partial lead responsibility for the defense of any claim or cause of action. In the event that the City is in control, either totally or partially, of such defense, the Company shall pay all expenses incurred by the City in providing the defense. It is understood that it is not the intention of either the City or the Company to create any liability, right, or claim for the benefit of third parties and this Franchise is intended and shall be construed for the sole benefit of the City and the Company.

Section 14. Forfeiture and Termination of Franchise.

14.1 Material Breach - In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a material breach of the terms and conditions hereof. A material breach by Company shall include, but shall not be limited to, the following:

14.1.1 Fees - Failure to pay the fees set out in Section 8.0;

14.1.2 Telephone Listing - Failure to keep and maintain a telephone listing and office or answering service that is available by telephone without long distance charge as provided in the Agreement.

14.1.3 Failure to Provide Services - Failure to materially provide the services provided for in this Franchise;

14.1.4 Misrepresentation - Material misrepresentation of fact in the application for or negotiation of this Franchise; or

14.1.5 Conviction - Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the award of this Franchise.

14.2 Operation Information - Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Franchise.

14.3 Economic Hardship - Company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

14.4 Forfeiture and Proceedings - Any unwarranted and intentional neglect, failure or refusal of the Company to comply with any material provision of this Franchise within thirty (30) days after written notice from City setting forth the specific provision and noncompliance, said notice to be mailed to Company at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Franchise, and the City Council, upon notice to Company and hearing, may, for good cause declare this Franchise forfeited and exclude Company from further use of the streets of the City under this Franchise, and the Company shall thereupon surrender all rights in and under this Franchise.

14.4.1 Proceedings - In order for the City to declare a forfeiture pursuant to Sections 14.1.1, 14.1.2, or 14.3, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If such violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the Franchise. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Council is to consider.

14.4.2 Hearing - The Council shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Company has occurred.

14.4.3 Forfeiture - If the Council shall determine that the violation by the Company was the fault of Company and within its control, the Council may declare the Franchise forfeited and terminated, or the Council may grant to Company a period of time for compliance.

Section 15. Transfer, Sale or Conveyance by Company. The Company shall not transfer, assign, sell or convey this Franchise without the prior approval of the Council expressed by ordinance; provided that this section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by Company for the purpose of maintaining and continuing its operation within the City. Company shall not contract for another to perform any material part of the services Company is authorized to provide pursuant to this Franchise without the express written approval of the City Council.

Section 16. Foreclosure. Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Company used for and dedicated to providing service pursuant to this Franchise, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place and the

provision of this Franchise governing the consent of the Council to such change in control of the Company shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part, of the property and assets of the Company dedicated to and used for the purposes of providing service pursuant to this Franchise, without the prior approval of Council, the Council may, upon hearing and notice, terminate this Franchise.

Section 17. Receivership and Bankruptcy.

17.1 Cancellation Option - The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

17.1.1 Trustee Compliance - Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; or

17.1.2 Trustee Agreement - Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company.

Section 18. Retention of City Police Powers. The City retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to regulate, patrol and police the streets and public ways within the City, and the granting of this Franchise shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the City to use said streets, alleys and public ways.

Section 19. Amendments Of City Ordinances and Regulations. The City reserves the right and power, pursuant to its police power, after due notice to Company, to modify, amend, alter, change or eliminate any rules, regulations, fees, charges and rates of the City, and to impose such additional conditions, that are not inconsistent with the rights granted by this Franchise, upon the Company and all persons, firms or entities of the same class as the Company, as may be reasonably necessary in the discretion of the City Council to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

Section 20. Taxes. The Company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the Company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment shall be a breach of this Franchise.

Section 21. Acceptance By Company. Within thirty (30) days after the passage of this Franchise, the Company shall file with the City its acceptance of the terms and provisions of this

Franchise. The acceptance shall be in writing on the Company's letterhead and provide as follows:

City of Kyle
100 W. Center St.
P.O. Box 40
Kyle, Texas 78640-0040

ATTENTION: City Secretary

Texas Disposal Systems, Inc. (the "Company"), acting by and through the undersigned officer who is acting within his official capacity and authority, hereby accepts the franchise to operate and provide recycling, refuse and waste collection and disposal services within the City as said franchise is set forth and provided in Ordinance No. 641 (the "Ordinance"). The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Franchise.

Texas Disposal Systems, Inc.

By: 

Name: Rick Fraumann

Title: Director of Sales & Customer Care

Section 22. Public Necessity. The Council hereby finds and declares that the public welfare, convenience and necessity require the service which is to be furnished by the Company.

Section 23. Affirmative Action by Company.

23.1 Applicable Law - Company shall adhere to affirmative action practices within the City and Company shall adhere to all federal, state and local rules and laws pertaining to discrimination, equal employment and affirmative action.

23.1.1 Equal Employment - Company shall provide equal employment opportunity to minorities, women and the disabled at all levels and in all phases of operation. In addition, the Company shall promulgate an affirmative action policy which shall cover, in addition to employment, training, purchasing, and the employment of subcontractors. Company shall establish affirmative action goals and timetables to achieve its affirmative action policies. These goals shall reflect the percentage of minorities, women and disabled within the City.

23.1.2 **Plan and Policy** - Company shall at all times provide the City with a copy of its current affirmative action policy and its affirmative action goals and timetables.

23.1.3 **Compliance** - Company shall make all reasonable efforts to comply with its affirmative action commitments.

Section 24. Severability. If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid or unconstitutional the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

Section 25. Captions and Headings. The use of captions or headings for the various sections of this Ordinance are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to resolve ambiguities in a contract against the party drafting such contract shall not apply to this Franchise.

Section 26. No Suspension of Laws. All provisions of the ordinances of the City as now existing or as may be amended from time to time and all provisions of the statutes of the State of Texas applicable to general law cities shall be a part of this Franchise as fully as if the same had been expressly stated herein, and said City retains and may exercise all of the governmental and police powers and all other rights and powers not directly inconsistent with the terms, conditions and provisions of this Franchise.

Section 27. Peaceful Enjoyment. From and after the effective date of this ordinance, the City and the Company shall be and are hereby authorized and entitled to act in reliance upon the terms, conditions and provisions of this Franchise and, subject thereto, the Company shall collect rates for service, operate and conduct its business and work within the City, and enjoy the benefits and privileges of this Franchise during the term hereof; provided that Company shall fully comply with the terms, provisions and conditions of the Agreement and the City shall provide oversight and supervision of such contract performance..

Section 28. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was held after a public hearing on the subject of this Franchise, and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.


Section 29. Conflict with Agreement. In the event of a conflict between any term, provision or condition of Section 4 or Section 9 of this Franchise and the Agreement, the terms, provisions and conditions of the Agreement shall govern and control to the fullest extent the same are not inconsistent with applicable law. The grant of this non-exclusive Franchise shall not be deemed to conflict with the provisions of the Agreement providing the Agreement is an exclusive contract for services. State law authorizes the Agreement to be an exclusive contract for services. Save and except as provided above in this Section 29, this Franchise and the

Agreement shall be read in a manner to give effect to both if the conflict is not clear, and if the conflict is clear the terms, provisions and conditions of this Franchise shall govern and control.

Section 30. Endorsements and Records. The City Secretary is directed to make endorsements as appropriate over her/his official hand and the seal of the City on the form provided at the conclusion of this Franchise, for the public record and convenience of the citizens, of the date upon which this Franchise is finally passed and adopted and, if the Company accepts the Franchise, the date of such acceptance.

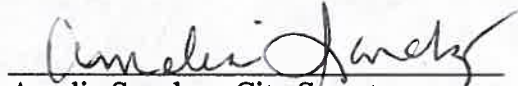
PASSED AND APPROVED on the 4th day of January, 2011.

City of Kyle



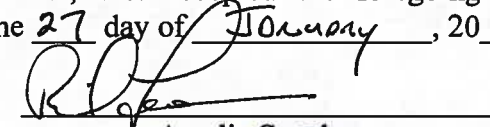
Lucy Johnson, Mayor

ATTEST:



Amelia Sanchez, City Secretary

Texas Disposal Systems, Inc. accepted the foregoing Franchise by written instrument filed on the 27 day of January, 2011.



Amelia Sanchez
City Secretary

Rick Froumann
Director of TDCS

**Agreement for Solid Waste and Refuse
Collection and Disposal Services**

This Agreement for Solid Waste and Refuse Collection and Disposal Services ("Agreement") is made, entered into, and effective as of the 27 day of January, 2011 ("Effective Date"), by and between the City of Kyle, a Texas home-rule municipal corporation ("City"), and Texas Disposal Systems, Inc, ("Contractor").

WITNESSETH:

Whereas, Contractor has provided good solid waste and refuse collection and disposal services within the City since 1997 at competitive prices and rates;

Whereas, Contractor desires to renew and extend the franchise and contract for services, and to continue providing solid waste and refuse collection and disposal service within the City under the franchise and pursuant to this Agreement;

Whereas, the Council finds this Agreement is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs; and

Whereas, the award, grant and renewal of this Agreement is authorized by State law, and by the franchise granted to Contractor in compliance with the City Charter;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor has been granted a non-exclusive franchise and license to use the City streets and public right-of-ways to provide refuse and waste collection and disposal services authorized pursuant to this Agreement. The Contractor is also granted a contract to provide recycling and disposal services.
2. The Contractor is hereby granted the sole and exclusive contract by the

- City for the collection and disposal of solid waste and refuse within the territorial jurisdiction of the City, and the Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide refuse collection, removal and disposal services for all residential and commercial customers as specified, and to perform all of the work called for and described in the Contract Documents.
3. The Contract Documents shall consist of and include the following documents, and this Contract does hereby expressly incorporate the same herein as if set forth verbatim in this Contract:
 - a. The General Specifications, Terms, Conditions and Requirements for Solid Waste Collection and Disposal Services, attached hereto and incorporated herein for all purposes as Exhibit "A";
 - b. Attachment 1, Attachment 2 and Attachment 3 to Exhibit "A";
 - c. The Resolution authorizing and approving this Agreement;
 - d. Certificates of Insurance; and
 - e. Written addenda and amendments to the foregoing documents agreed to by the Contractor and approved by the City Council.
 4. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
 5. This Agreement is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect

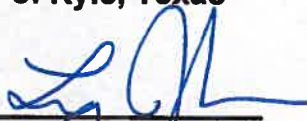
throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

- b. The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Contractor; provided that Contractor shall act in a prompt and timely manner to cure any such impediment or failure to perform .
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then, such provisions or portion shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion thereof within the Contract Document; provided that, if Contractor seeks to invalidate or void any term or provision of this Agreement, this Agreement shall, at the sole discretion of the City, be terminated and become null and void.
- d. The Contractor shall pay a license, permit and franchise fee to the City equal to ten percent (10%) of its gross revenues within the City, during the initial and any extended term of this Contract as provided in the Franchise.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents,
hereto affix our signatures and seals at Kyle, Texas, to be effective as of the 27 day of
January, 2011.

City of Kyle, Texas

By: 
Name: Lucy Johnson
Title: Mayor

Texas Disposal Systems, Inc.

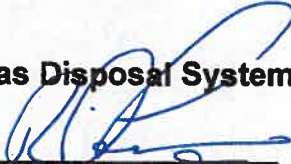
By: 
Name: Rick Johnson
Title: Director of SPII

EXHIBIT "A"

General Specifications, Terms, Conditions and Requirements for Solid Waste Collection and Disposal Services

GRANT. The Contractor is hereby granted the sole and exclusive right and privilege to use the public streets, alleys and thoroughfares within the territorial jurisdiction of the City to collect and dispose of solid waste and refuse, and Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Residential and Commercial refuse collection, removal and disposal, as specified, and to perform all work called for and described in the Contract Documents. Contractor is further authorized to provide recycling and composting services.

This Exhibit "A" includes the following sections:

- 1.0 Background
- 2.0 Definitions
- 3.0 Effective Date
- 4.0 Term and Termination
 - 4.01 Term
 - 4.02 Commencement of Service
- 5.0 Scope and Nature of Services
 - 5.01 Acceptable Waste Collection
 - 5.01.1 Mandatory Pickup
 - 5.01.2 Service Provided
 - 5.01.3 Accessibility
 - 5.02 Bulky Waste Collection
 - 5.02.1 Service
 - 5.03 Recycling
 - 5.03.1 Curbside Pick-up Authorization
- 5.04 Residential and Multi-Family Single Stream Collection
 - 5.04.1 Compost Services
- 5.05 Other Service
 - 5.05.1 Bin-annual City Clean-Ups
 - 5.05.3 Municipal Facilities
- 6.0 Collection Operations
 - 6.01 Hours of Operation
 - 6.02 Routes of Collection
 - 6.03 Holidays
 - 6.04 Contractor's Office
 - 6.05 Complaint Procedures and Missed Pick-Ups
 - 6.05.1 Complaint Handling By Contractor
 - 6.05.2 Missed Collections
 - 6.05.3 Penalties
 - 6.05.4 Non-Compliance Penalties
 - 6.06 Responsibility for Costs
 - 6.07 Ownership of Equipment

- 6.08 Vehicles & Equipment
- 6.09 Loading and Transportation
- 6.10 Employee's Conduct
- 6.11 Permits
- 6.12 Agreement Management/Administration
- 6.13 Point of Contact
- 6.14 Disposal
- 7.0 Employee Relations
- 7.01 Equal Opportunity
- 7.02 Personnel
- 8.0 Indemnification
- 9.0 Insurance
- 9.01 Insurance Requirements
- 10.0 License and Taxes
- 11.0 Compliance with the Law
- 12.0 Ownership
- 13.0 Records & Reporting
- 14.0 Basis and Method of Payment
- 14.01 Contractor's Compensation
- 14.01.1 Initial Rate
- 14.01.2 Adjustments to Compensation
- 14.02 Billing & Payment Process
- 14.03 New Accounts
- 14.04 Delinquent and Closed Accounts
- 15.0 Default
- 15.01 Termination on Default
- 15.02 Franchise Termination
- 16.0 Transferability of Contract
- 16.01 Assignment
- 17.0 Expansion of Agreement Area
- 18.0 Force Majeure: Emergency Service Provisions
- 19.0 Severability
- 20.0 Modification; Waiver
- 21.0 Miscellaneous
- 21.01 Governing Law
- 21.02 Notices
- 21.03 Subject to Franchise
- 21.04 Discretionary Termination

1.0 BACKGROUND

1. City and Contractor have negotiated and agreed on the terms and conditions set out herein, and Contractor will provide City with the scope of services outlined below in Section 5 in compliance with the terms, conditions and provisions provided herein.
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and there will be no amendment to the Agreement except upon the written consent of both parties, which consent shall not be unreasonably withheld.
3. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment document.

4. The Agreement is entered into subject to the following conditions:

- a. The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified herein, and required by the contract documents.
- b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulations, strike, fire, accident, Act of God or other similar event beyond the reasonable control of the Contractor; provided Contractor shall cure such non-performance in a timely and prompt manner upon resolution of such intervening event.
- c. The invalidity or inability to enforce any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the contract documents.
- d. Contractor certifies that it does business as a Corporation, organized under the laws of the State of Texas.
- e. This Agreement shall supersede a Contract between the City and Contractor dated upon the effective date of this Agreement.
- f. Contractor's timely and efficient performance of each of the duties and responsibilities of the Contractor pursuant to the Contract Documents.
- g. Contractor shall pay City the fees provided in the Franchise. Contractor shall pay the franchise fee to the City monthly on all revenues received directly by Contractor in the preceding month; provided the City will withhold the franchise fee from the monthly fee rate established for Residential Units in Attachment 2 as such fees are billed and collected by the City.

2.0 **DEFINITIONS.** When used in this Exhibit "A" the following words, terms and phrases shall have the meaning given in this Section 2.0 unless the context clearly indicates a different meaning. Such words, terms and phrases shall have such meanings regardless of capitalization.

Acceptable Container – Carts or containers provided by Contractor.

Acceptable Waste- Waste produced at a residential or commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps or other wastes prohibited in a municipal solid waste landfill.

Agreement – means the Agreement for Solid Waste and Refuse Collection and Disposal Services.

Agreement Area - The area within the bounds of the City at the date of this Agreement and any other areas that may be incorporated by the City during the term of this Agreement.

Container (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units. No less than two (2) cubic yards nor larger than ten (10) cubic yards.

Building Material - Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

Bulky Waste -Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 50 pounds in weight.

Carts - A rubber-wheeled receptacle with a capacity not to exceed ninety six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting secure lids capable of preventing entrance into the container of small animals. The weight of the cart and its contents shall not exceed one hundred twenty-five (125) pounds. Carts will be provided with ownership retained by Contractor, as required by the Contract.

City - The City of Kyle, Hays County, Texas.

Collection - The practice of picking up municipal solid waste using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

Commercial Refuse - All garbage generated by a producer at a commercial unit.

Commercial Unit - All commercial building or premises, locations or business, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash or Refuse may be generated, having a physical address within the corporate limits of the City, all customers and accounts that are not a Residential Unit.

Commercial Hand Collect Unit - A retail or light commercial type of business which generally generates no more than one (1) cubic yard of Refuse per week.

Commodity - Material that can be sold in a spot or future market for processing and use or refuse.

Complaint - A communication from a customer to Contractor or City concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.

Compost – green waste, yard waste, soiled paper, tree limbs no longer than 4 feet.

Construction Debris Waste - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Construction Site - Any location, lot, site or area in the City upon which building, remodeling or construction is being performed.

Contract Year – Each 365 or 366 day period during the term hereof commencing upon the Effective Date of the agreement and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.

Contractor – Texas Disposal Systems, Inc.

Customer - An occupant of a Residential Unit or Commercial Unit who generates refuse.

Dead Animals - Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this contract.

Disposal Site - A refuse depository licensed and permitted by the State of Texas selected for use by Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush, construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Effective Date – April 1, 2011.

Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Household Waste - Any waste produced at a Residential Unit, such as paper, sweepings, dust rags, bottles, cans or other Garbage, which is usually attendant to housekeeping, but not including Hazardous Waste.

Industrial Refuse - All non-hazardous waste materials that are a by-product or generated from a manufacturing process.

Industrial Unit - All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site, or (ii) processed by dust collection units and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site or (iii) collected for disposal with a frequency or more than one time per week in forty (40) cubic yard containers, having a physical address in the City and not a Residential or Commercial Unit.

Landfill - A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.

Municipal Solid Waste - All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings and Christmas trees), discarded Appliances, Home Furniture and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Multi-Family Dwelling - Any single structure occupied by more than two families. The owners of two or more such dwellings on contiguous lots may, at their one time option, have such dwellings considered residential dwellings with each occupant establishing an account with the City of Kyle and being responsible for payment of the monthly Residential fee or have such dwellings considered Commercial accounts with services provided under terms and conditions of the Commercial Solid Waste Collection and Disposal Ordinance.

Premises - All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.

Producer - An occupant of a Commercial, Industrial or Residential unit that generates Refuse.

Recycling - "Recycle" or Recycling" means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown and clear glass; plastics #1-#7; aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junkmail, magazines, and office paper.

Refuse - This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential, commercial or industrial units, unless the context otherwise requires.

Residential Refuse - All garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit - A dwelling within the agreement area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction whether single family, duplexes, triplexes and fourplexes are included and shall be treated as a Residential Unit, except that each single-family dwelling within such Residential Unit shall be separately billed and provided Residential cart collection service as a Residential Unit.

Roll Off - A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, industrial waste, refuse or yard waste. The unit may or may not be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.

Rubbish - Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance, and any and all other waste materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) or not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

Special Materials Waste - Any waste defined on "Attachment 1" hereto and made a part hereof.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.

Utility - A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of this proposal, a utility as defined above, shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.

White Goods - Appliances: Stoves, water tanks, washing machines, dryers, refrigerators, air conditioners, sinks, toilets, and like items. Refrigerators and air conditioners must

have their Freon removed by a certified technician and be properly tagged before they can be picked-up. The Contractor is not required to pick-up bathtubs, shower stalls and like items. Furniture: Couches, beds, mattresses, loveseats, tables, chairs, TV's, lamps, microwaves, etc.

Yard Waste - Grass clippings, leaves, brush and shrubbery trimmings.

3.0 EFFECTIVE DATE

This Agreement shall be effective upon the Effective Date, and performance of such Agreement shall begin on the 1st day of April, 2011.

4.0 TERMS AND TERMINATION

4.01 Term

The initial term of this agreement begins on April 1, 2011, will terminate on March 31, 2021; provided the term of this Contract shall terminate automatically in the event of, and upon, the termination of the franchise. Further, the termination of this Agreement will automatically terminate the Franchise.

4.02 Commencement of Service Contractor will begin to provide services pursuant to this Contract on April 1, 2011.

5.0 SCOPE AND NATURE OF SERVICE This agreement grants the Contractor herein the exclusive, sole right and contract to provide refuse and solid waste collection and disposal services within the City, to maintain the service of providing collection and to deliver for disposal of all acceptable residential and commercial waste, garbage, trash and any and all other Refuse (as herein defined and as defined by the Municipal Solid Waste Management Regulations, any future amendments thereto or by Municipal Ordinance present or future) accumulated on premises within the corporate limits of agreement area of the City where such collection is or may be required by the City. The Contractor shall, at its own expense, furnish all personnel, property and equipment sufficient to accomplish work hereinafter described. The Contractor shall establish and maintain in an efficient and businesslike manner such routes and special schedules as may be necessary to fulfill the Refuse service requirements contained in the ordinances and regulations of the City, and any future amendments and further provisions of this agreement. The Contractor shall also provide recycling and composting services as provided in this Agreement.

5.01 Acceptable Waste Collection

5.01.1 Mandatory Pickup

1. It is understood the state health and safety code mandates subscription to refuse service under the terms, conditions and special provisions prescribed. Contractor shall provide services pursuant to this Agreement in compliance with that code and this Agreement.
2. The Contractor shall provide not less than acceptable waste collection service to each occupied residential and commercial unit, utilizing acceptable containers, in the agreement area. Each occupied residence and commercial unit within the agreement area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this contract. The City shall, when requested, furnish the Contractor with a list of all City customers located within the agreement area.

Collection of refuse, garbage and trash meeting acceptable waste specifications, which for purposes of this Agreement shall mean that all residential units shall make use of the curbside collection service that is currently in existence within the agreement area.

5.01.2 Service Provided

1. Contractor shall provide curbside collection service for the collection of residential Refuse to each Residential Unit one (1) time per week, with a semi-automated or automated collection system utilizing a ninety-six (96) gallon cart as provided by Contractor, according to this Agreement. Contractor will pick up the contents of the trash cart on each service day. The contents must be contained in the cart. If the residential unit generates additional bags or bundles, there will be an additional charge for each 30-gallon bag or bundle that overflows a closed Cart. The extra bag/bundle charge is listed in Attachment "2". The Contractor will furnish to the City extra bag tags for sale to customers. Bulky waste, bundles and acceptable containers shall be placed at curbside by 7:00 A.M. on the designated collection day, but no earlier than the evening before the regularly scheduled collection. Contractor shall place empty container(s) in the same location it was placed by the resident for collection. Contractor shall further provide the services to Residential Units as provided in "Attachment 2", for and in consideration of the authorized monthly rate.
2. The contractor shall provide for the special collection or hauling from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Excluding services, and bulky waste and materials to be collected by Contractor, pursuant to "Attachment 2", Contractor shall provide special services to Residential Units upon terms, conditions, schedules and rates agreed by the Contractor and the City from time to time. Also, the Contractor may provide for the special collection of Dead Animals over ten (10) pounds at Residential or Commercial Units. When provided, the services described in this Section 5.01.2 shall be billed directly to the Customer by the Contractor.
3. Contractor agrees to collect all municipal solid waste utilizing containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair and a clean appearance. Contractor agrees to provide clearly visible identity and Contractor's telephone number on each vehicle.

5.01.3 Accessibility

1. All Acceptable Containers shall be readily accessible to the Contractor's crew and not blocked. Unless there are unique circumstances approved by the City, Acceptable Containers shall be placed at or within five (5) feet of the curbside, which refers to that portion of a road or right-of-way or in the alley for those areas agreed to by the City and Contractor. Acceptable containers, bulky waste and bundles shall be placed as close to roadway as practicable or within five (5) feet of roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bulky waste and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bulky waste or bundle not so placed. After loading, Contractor shall clean-up spillage caused by Contractor's operations within five (5) feet of the area where the Container was placed.
2. Contractor shall make arrangements to provide special collection for those individuals with demonstrated disabilities requiring "at door collection." To qualify for "door collection" the occupant of the Residential Unit shall present Contractor with medical evidence of his or her

inability to bring the Acceptable Container to the curb. Employees of Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse.

3. Contractor shall provide for the special collection from residential and commercial units, construction debris, stable matter and brush over five (5) cubic yards. Also, the Contractor may from time to time provide for the special collection of dead animals at Residential Units at its sole discretion and upon terms and conditions, as Contractor shall specify.

5.02 Bulky Waste Collection

5.02.1 Service

1. Contractor shall provide for the collection or hauling from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Also, Contractor may provide for the special collection of Dead Animals over (10) pounds at Residential or Commercial Units at its sole discretion and upon such terms as Contractor shall specify.
2. Tires shall not be accepted for collection as a bulky waste without special preparation. All tires must be quartered or shredded prior to being accepted for regular collection or they will not be picked-up.

5.03 Recycling

5.03.1 Curbside Pick-up Authorization

1. Contractor will provide recycling collection services to all residential customers within the City for the following:

green, brown and clear glass; plastics #1-#7; aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junkmail, magazines, and office paper, and other materials for which a recycling market may exist and which the parties hereto agree to include in the recycling program, one (1) time every other week. Contractor shall provide and distribute containers for recyclable materials that are suitable for storage and curbside pickup.

2. The Contractor will schedule and conduct ongoing recycling education programs to inform and educate City residents about the city's recycling program. Contractor will publish annually advertisements or articles in the Kyle Free Press regarding solid waste collection schedule, recycling information, and other educational materials regarding solid waste collection and recycling in a minimum one-fourth page advertisement or article. Contractor will provide to the City an annual recycling and solid waste report for the city put on their website to inform the residents regarding the prior year's collection activities within the city. The Contractor will provide each residential customer within the City with a separate ninety-six 96gallon cart for recyclable items, at no cost to the City or the customers.
3. The Contractor will be responsible for marketing the collection of recyclable materials. The Contractor may discontinue the collection of recyclable materials only with the approval of the City Council.

4. The Contractor will pick up recyclable materials one time every other week unless both parties agree on changes in frequency.

5.04 Residential and Multi-Family Single Stream Collection

The Contractor will have the right to add or delete material types from time to time based upon the commercial markets for the materials; provided ninety (90) days advance written notice is given to the City Manager. Customers will not be required to separate materials by type prior to collection. All Recyclable Materials collected by the Contractor will become its property. Such Recyclable Material shall not be comingled with Municipal Solid Waste by the Contractor. Notwithstanding, the Contractor shall not discard any portion of the collected single stream recyclables unless they make up a de minimus amount included within the non-recyclable residual remaining after being sorted through a recyclables sorting system. Unauthorized disposal of Recyclable Materials, which were collected as Recyclable Materials, is strictly prohibited.

5.04.1 Compost Services

Contractor will provide curbside compost service to all the residential customers within the City for the following: Yard waste, grass clippings, soiled paper, brush and tree limbs no longer than 4 feet and green waste and other materials for which a market may exist and which the parties hereto agree to include in the compost program, once every other week.

5.05 Other Service

Contractor shall provide one (1) curbside bulky or brush waste collection per year to each residential customer upon customer request. Additional collections would be available at a cost of \$25 per pick up for 3 cubic yards. Contractor agrees to pick up mattresses and large appliances such as washers, dryers, refrigerators, and furniture as part of bulky waste pick-up.

1. Service Provider is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.
2. Each collection, whether free or not, will restrict the volume collected to 3 cubic yards per Residential Unit. Construction debris generated from commercial remodel and demolition is excluded.
3. Yard Waste must be bundled and tied and cut into 4' lengths not to exceed 25 pounds per bundle.
4. Scheduled collection will be on the basis of advance customer calls to Contractor. The cost for the free one-time per year collection is included in the cost per month per Residential Unit for basic residential service as listed in "Attachment 2".

5.05.1 Municipal Facilities

Contractor shall provide carts or commercial type dumpster(s) for collection, disposal and recycling of the City's facilities, at no charge, to the City for Refuse generated by the City. The City facilities will be collected on a regular collection schedule and frequency as follows:

City Hall	1 time per week
Library	1 time per week
Train Depot	1 time per week
Police Dept.	1 time per week
Public Works Annex (103 S. Front)	1 time per week
Senior Center	1 time per week
Swimming Pool	1 time per week
City Maintenance Shop/Public Works	1 time per week
All Park Dumpsters	1 time per week
Public Works Building	1 time per week

And other facilities as may be added from time to time.

6.0 COLLECTION OPERATIONS

6.01 Hours of Operation

Residential collection of refuse shall be made between 7:00 A.M. and 7:00 P.M. Commercial collection of refuse shall be made between 5:00 A.M. to 11:00 P.M. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection due to unusual circumstances and notifies and receives approval from the City. No collection shall be made on Sunday.

6.02 Routes of Collection

1. Residential or commercial unit collection routes for municipal solid waste shall be established by the Contractor. Contractor shall submit a map designating the collection routes for municipal solid waste and container locations on an annual basis, unless requested more frequently by the City for their approval, which approval shall not be unreasonably withheld. The Contractor shall publish at its own expense at least once during each calendar year, a map of such collection routes for municipal solid waste in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information.
2. The Contractor may from time to time propose to the City for approval, changes in routes to collection affecting residential and commercial units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly provide written or published notice to the affected residential and commercial units.

6.03 Holidays

The following shall be Holidays for purposes of the Contract.

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential and commercial units where Contractor observes Holidays.

Contractor shall be responsible for notice to the City and customers, through letter or advertisement when Holidays will effect any regular scheduled collection day. Contractor shall be responsible for providing make-up collection for residential or commercial units collection routes that occur on specified Holidays. Make-up days shall be the next business day following the Holiday.

6.04 Contractor's Office

Contractor's office shall be in operation between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, noted herein, and on Saturday between 8:00 am and 12:00 p.m., if collection service is provided on that day. It shall be equipped with sufficient telephones and shall have responsible personnel in charge during regular business hours. The telephone services shall be a local or toll-free call for all customers within the City. The Contractor shall provide a telephone response machine with a recording, which shall be in operation at all times when the telephones are not attended.

6.05 Complaint Procedures and Missed Pick-Ups

6.05.1 Complaint Handling By Contractor

1. The Contractor, at a minimum, shall receive and log all calls or reports from citizens regarding complaints or problems and provide copies of all complaints and logs to the City via facsimile or e-mail by the end of each week. The City shall log all complaints and refer complaints it receives to Contractor via facsimile or e-mail by the end of each business day. Contractor shall investigate and respond to all complaints it receives directly or from the City within twenty-four (24) hours from the time the complaint is received on regular business days (Monday through Friday). Notwithstanding anything stated herein to the contrary, all missed pick-ups of customer's Refuse shall be treated in a manner as hereinafter set out.
2. Contractor shall notify all Producers at residential and commercial units about complaint procedures, rates, regulations, and days scheduled for Refuse collection.
3. Where the owner or occupant of any unit is maintaining improper or inadequate Refuse Containers, according to this agreement, or is otherwise in violation of this agreement with respect to the location of Refuse Containers, or the nature, volume or weight of Refuse

removed from the premises, Contractor shall be entitled to refrain from collecting all or any portion of the refuse in an improper or improperly located Refuse Container provided, however, the Contractor notifies the City and the owner or occupant thereof within twenty-four (24) hours after the Contractor discovers the improper or improperly located Refuse Container and states within the notice the reason for the non-collection. Failure by the Contractor to notify the City or the owner or occupant of the improper or improperly located Refuse Container shall entitle the City to treat Contractor's non-collection in a manner as hereinafter set forth for missed collections. The City, however, shall be entitled, at any time it deems proper in its sole discretion, to order the Contractor to collect the refuse by issuing a collection order to the Contractor to collect refuse from improper or improperly located Refuse Containers.

4. Contractor will replace damaged and unusable carts within five business days after notice.

6.05.2 Missed Collections

Any missed collection shall be picked-up by the Contractor within two (2) business days of the regular pick-up day for such owner or occupant or when ordered by the City, at no cost to the City or the Customer.

6.05.3 Penalties

The City's payment to the Contractor may be reduced as follows:

1. Customer complaints, such as calls for missed pick-ups, will be directed to the Contractor for resolution. Contractor shall resolve those complaints as appropriate with the Customer. If the Contractor is unable to resolve a customer complaint within 2 business days notice from the City Manager, or his designee, the Contractor will be subject to a fee in the amount of one half month's garbage collection charge to the complaining customer as liquidated damages resulting from the contractor's failure to resolve such complaint which will be deducted from the next payment due to the Contractor.
2. Three times the cost incurred by the City to clean up litter or fluids or repair street damage resulting from collection activities.

6.05.4 Non-Compliance Penalties

In the event either party shall fail to perform any of the terms, conditions, or covenants of this Agreement, except for penalties which shall be enforced under the provisions set forth above, the non-defaulting party shall notify the defaulting party in writing of the default, save and except penalties which shall be handled under the provisions above, and the defaulting party shall have no longer than thirty (30) days in which to cure the default. In the event the defaulting party does not cure the default within thirty (30) days, then both parties shall meet in the first regularly scheduled City Council meeting, the defaulting and non-defaulting parties shall examine and discuss the default or non-compliance and causes for failure to cure by the defaulting party or to comply with this agreement by the defaulting party. The parties shall attempt an amicable resolution to the default satisfactory to both parties. In the event the default or non-compliance cannot be resolved between the parties during the City Council meeting, then in such event, the non-defaulting party shall be entitled to furnish notice of termination of this agreement to the defaulting party and this agreement shall terminate sixty (60) days after the termination notice. The non-defaulting party shall further be entitled to enforce this agreement and seek all remedies

in law and equity for the default or non-compliance against the defaulting party which shall be cumulative to the termination.

6.06 Responsibility for Costs

The Contractor shall furnish, at the Contractor's cost, all labor, materials, property, and equipment, including equipment replacement when necessary, to fulfill the scope of services under this Agreement.

6.07 Ownership of Equipment

All vehicles, facilities, equipment and property used in the performance of this Agreement shall be wholly owned, leased or subcontracted by Contractor.

6.08 Vehicles & Equipment

1. Residential units collection service will be provided by using rear or side load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped. Contractor will clean-up leakage and spills within 24 hours.
2. Commercial unit collection service will be provided by using front load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
3. Collection vehicles shall have the Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least two (2) inches high, on each side of each vehicle, and the number painted on the rear. In the event the City shall at any time require, the Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two (2) inches in height. No advertising shall be permitted on vehicles from any third party companies.
4. Contractor shall submit a list of collection equipment to be used to collect solid waste within the corporate limits of the City and all collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventive maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to the City. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.09 Loading and Transportation

1. Care shall be taken in the loading and transportation of waste so that none of the material is left either on private property or on the streets or alleys. All Refuse transported by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented. Each vehicle shall be equipped with a cover to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading

operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse; however, if Refuse is scattered from Contractor's vehicle for any reason, it will be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. Any unauthorized significant amount of material covered by this Agreement left on private property or on street or alleys by the Contractor shall be cleaned up within twenty-four (24) hours, however, in no event later than the following day, upon notice from the City or by the customer. (See Section 6.04.3, Penalties.)

2. The Contractor shall not be responsible and is not required to pick up materials left for collection other than as specified in this Agreement. The Contractor shall not be responsible for scattered Refuse unless the same has been caused by its act or those of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location to the City staff and the residential and commercial units, which continue to set out such materials improperly, so that proper notice can be given to the customer at the premises to properly contain Refuse. Should such spillage continue to occur, City shall require the customer and Contractor to provide for an extra pick-up collection, and the Contractor shall be compensated for such additional services. All drivers utilized by the Contractor for solid waste collection within the City shall be required to observe all safety laws, including, but not limited to, compliance with all speed limit and traffic control signs. All drivers shall observe proper operation of collection vehicles in starting and stopping of such vehicles in order to avoid damage to City streets. (See Section 6.04.3, Penalties.)
3. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection. In any case, where the owner or tenants have animals at large, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.10 Employee's Conduct

The Contractor shall require all employees to be courteous at all times, not to use loud or profane language and to do their work as quietly as possible.

6.11 Permits

The Contractor shall take out and pay for any permits required by competent regulatory authority or any other governmental authority which may be required.

6.12 Agreement Management/Administration

The work included in this Agreement shall be under the administration of the City's designated duly authorized representative. The Contractor shall furnish City's representatives with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Agreement. City may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall admit those persons to make such inspections at any reasonable time and place.

6.13 Point of Contact

All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager's office, or whomever the City designates as the contact and by the City to TDS.

6.14 Disposal

Contractor shall deliver all collected municipal solid waste to the designated Texas Type I permitted disposal facility and/or processing facility designated by Contractor. The charge for disposal shall be included in the rates set forth for the residential and commercial units serviced by the Contractor.

Contractor warrants that all disposal of collected City solid waste in the landfill, granted under the terms of this Agreement, shall be in complete accord with all applicable federal, state and local laws and regulations now in effect or subsequently adopted governing the use of the landfill, including, but not limited to, the Environmental Protection Agency's (EPA) regulations relative to solid waste and waste treatment and disposal.

7.0. EMPLOYEE RELATIONS

7.01 Equal Opportunity

All contracts awarded by the City are subject to provisions of State and Federal laws to include the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, disability or age. The Contractor will ensure that applicants are employed and the employees are treated during employment without regard to their race, color, sex, religion, national origin, disability or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer requirement of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal government setting forth the requirements of these nondiscrimination provisions. Contractor will comply with the ADA and regulations promulgated pursuant thereto regarding qualified individuals with a disability.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age.
3. The Contractor will to the extent practicable, utilize minority-owned and women-owned, businesses in purchases and contracts initiated after the Effective Date of this Agreement in compliance with any Minority Business Enterprise policy adopted by the City.

7.02 Personnel

All personnel shall be competent and skilled in the performance of the work to which they are assigned. Contractor shall establish and maintain criteria for the hiring and performance of its personnel to monitor the competency and skill of its employees.

8.0 INDEMNIFICATION

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

9.0 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect, insurance of such types and in the amounts specified herein as Automobile Liability, General Liability, Worker's Compensation, and Excess Liability Insurance. All insurance shall be maintained with insurers licensed and approved to do business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 each occurrence
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Comp/Op Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit	\$1,000,000 each accident
Worker's Compensation	Statutory Limits
Excess/Umbrella Liability	\$5,000,000 each accident

A Certificate of Insurance from the Contractor to the City will be provided showing the City as an additional insured. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder, the City of Kyle, Texas.

10.0 LICENSE AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permits granted by the contract) and promptly pay all taxes and fees required by the City and by the State for this Agreement.

11.0 COMPLIANCE WITH LAW

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall conduct operations under this Agreement in compliance with all applicable laws, federal, state and local; provided, however, that the general specifications within this Agreement under Section 5.0 through Section 10.0, shall govern the obligations of the Contractor with respect to recycling and the collection and disposal of refuse where there exist conflicting ordinances of the City on the subject. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, and subcontractor, then Contractor shall immediately desist from and correct such violation.

12.0 OWNERSHIP

Title to Acceptable Waste shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever occurs last.

13.0 RECORDS & REPORTING

1. The Contractor agrees and covenants to keep and maintain at its place of business at all times, accurate and complete records and accounts in writing, including complaint logs and route data, relating to the performance of its duties under the provisions of this Agreement and such data and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Such access shall not include Contractor's financial records, other than as provided in the Franchise. The Contractor shall maintain its records for a minimum of five (5) years, and shall provide copies thereof upon request.
2. Quarterly Reports – The Contractor must submit written quarterly reports in the form attached as Attachment 3 to the attention of the City Manager within the first 15 work days of each April, July, October, and January during the term of this agreement. Contractor shall also provide the accounting and reporting required by the Franchise.

14.0 BASIS & METHOD OF PAYMENT

14.01 Contractor's Compensation

14.01.1 Initial Rate

Contractor's rates for recycling, composting, and solid waste collection and disposal shall be the monthly rate per Residential Unit set forth in Attachment 2. The fee rate for commercial units (all Customers that are not Residential Units) shall be the rate provided in Attachment 2. As such fees are collected, the City shall pay Contractor the rates established in Attachment 2 for the Refuse collection service used by Residential Units.

14.01.2 Adjustments to Compensation

1. Notwithstanding any of the terms and conditions provided in the Agreement to the contrary, all rates, prices, cost to the City, and services provided in this Agreement shall remain the same as provided in Attachment 2, subject only to being adjusted as provided in (a)-(e) of this section, for the entire term of this Agreement, unless such rates, prices, and costs shall be reduced and lowered, or unless such services shall be enhanced at no additional cost to the City or a rate increase is authorized by the City Council.
2. (a) The rates and fees provided in Attachment A are approved by the City Council. Any increase in such rates and fees shall be subject to approval by the City Council.

Rates shall be adjusted annually according to "Attachment 2" which is approved.

(b) In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges; an increase in the number of Residential Units as a result of City growth; and for other substantiated reasons.

(c) The rates will be adjusted by the City's proportionate share of any change in expenditures (whether capital or operational) required solely by Federal, State or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government, excluding federal income tax. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

(d) The rates provided under the prior contract between the City and Contractor shall be and remain in effect until March 31, 2011, and the rates, fees and charges established in Attachment 2 shall be and become in full force and effect on April 1, 2011.

(e) See Attachment 2.

14.02 Billing & Payment Process

The basis for Contractor's initial compensation shall be based on a current annual count performed jointly by the Contractor and the City and approved by the City. The count will become effective with the commencement of service and shall be revised at the end of each month thereafter. The foregoing notwithstanding, in the event of major population changes or number of service units increase by operation or unusual events such as annexations or development activities, either the City or the Contractor may request a special count be performed. The City will provide the Contractor with all available information on customer changes. other than as provided herein

- (a) The City or its designee will act as the billing and collection agent for Residential Collection Services provided by Contractor pursuant to this Agreement, including those accounts that are delinquent. At such time a delinquent account is collected by the City,

payment will be made to the Contractor. The Contractor and City will review the customer list prepared by the City monthly or on a quarterly basis to address discrepancies between customers billed and customers collected.

- (b) The Contractor shall be entitled to payment for all curbside services included in the monthly rate for Residential Units as such rates are collected by the City. Contractor shall submit statements to the City within ten (10) days following the end of the month and collect from the City for all services provided pursuant to Section 5.0, Scope and Nature of Service; provided the City shall only collect for monthly curbside services to Residential Units, and Contractor shall be responsible for billing and collecting for all special collections provided to Residential Units. The City shall be responsible for taking reasonable action to collect delinquent Residential Unit accounts.
- (c) Within thirty (30) days after the City receives the monthly statement for services provided to Residential Units by Contractor, the City will send Contractor payment based on the unit count and funds actually collected. . The payment by the City will include only the fees and charges collected by the City (including delinquent payments), fee and less any penalties or collection costs collected by the City. The City will give Contractor notice each month that identifies the Residential Units to which service should be terminated.
- (d) Regularly scheduled service provided directly to the City pursuant to this Agreement, and special services the City requests Contractor to provide to the City, shall be billed by Contractor to the City on a monthly basis. The City shall pay such invoices within thirty (30) days after the City receives the invoice.,
- (e) Contractor shall act as the billing and collection agent for Commercial Collection Services and for special services provided to Residential Units, and all other services excluding regular curbside service to Residential Units. Contractor will pay to City monthly the required franchise fee on all such receivables/revenues. The fee will be based on all receivables/revenues for commercial and special services and, excluding only receivables/revenues from Residential Units for monthly curbside service, all other services provided by Contractor within the City.

14.03 New Accounts (a) The City shall set up all new residential unit accounts for such service that each customer shall elect. The City shall notify Contractor within twenty-four (24) hours, excluding Holidays and weekends, of such new accounts by location of each residential unit so that solid waste collection service may commence on the next regularly scheduled collection day. Contractor shall deliver carts to the Residential Unit within five business days after the date of the notice.

(b) The Contractor shall set up and establish accounts for all service, excluding Residential Units.

14.04 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service to any Unit as set forth in written notice sent by the City by facsimile or electronic email to the Contractor. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of

investigation and attorney's fees) resulting from the Contractor discontinuing service at any location at the direction of the City.

15.0 DEFAULT

15.01 Termination on Default The City may cancel this agreement because of Contractor's default, except as otherwise provided below in this Section, by giving the Contractor no less than thirty (30) days advance written notice, to be served as provided in Section 21.02, Notices, upon the happening of anyone of the following events:

1. The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Contractor, or in the event Contractor makes an assignment for the benefit of creditors, the Contractor shall not assert or list this Agreement as an asset of such action; or
2. By order of decree of a court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within thirty (30) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order to decree of any Court or governmental board, agency or officer having jurisdiction, a service, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of thirty (30) days; or
4. Failure to comply with all local, state and federal laws governing the service provided under this Agreement or failure to obtain and maintain any permits required pursuant to Section 6.11, Agreement Management Administration of this agreement; or
5. The City may, by written notice to Contractor, terminate this Contract without liability to the Contractor, if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, during the bid process, were offered or given by the Contractor, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the Contract. In addition, the Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.
6. (a) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or has wrongfully failed or refused to comply with the instructions of the City, and said default is not cured

within thirty (30) days of receipt of written notice by the City to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the Contractor having the burden of proof to demonstrate): (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

(b) In the event of the aforesaid events and except as otherwise provided in said subsection, City may, after a hearing as described herein, revoke and terminate the permit hereby granted, and the agreement shall be terminated effective upon the City's written notice to the Contractor and upon said date this agreement shall be deemed immediately terminated and upon such termination all liability of the City under this agreement to the Contractor shall cease, and shall be free to negotiate with other contractors for the operation of the herein specified services. The hearing prerequisite to such termination shall not be held until such notice of such hearing has been given to the Contractor at the address shown herein, and a period of not less than thirty (30) days has elapsed since the mailing of such notice. The notice shall specify the time, date and location of such hearing and shall include the reasons for the termination of such permits and agreement. The hearing shall be conducted, in public, by the City Council, and Contractor shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against him in the notice. If, after the hearing is concluded, the City Council shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, they may revoke and terminate this agreement and the permit and agreement shall be null and void.

15.02 Franchise Termination. This Agreement shall automatically terminate if Contractor's franchise is terminated.

16.0 TRANSFERABILITY OF CONTRACT

16.01 Assignment

Other than by operation by law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or part by the Contractor without the express written consent of the City. If this agreement is assigned, the assignee shall assume the liability of the Contractor; provided this Agreement may not be assigned without the City Council's approval.

17.0 EXPANSION OF AGREEMENT AREA

The City may expand the Agreement Area to property annexed or otherwise incorporated by the City, or to units not covered by this Agreement, by giving Contractor thirty (30) days advance notice. The Contractor shall adjust service to the expanded area upon receiving proper notification from the City.

18.0 FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS

Force Majeure Event means Acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, or riots; epidemics or quarantine; landslides, lightning, earthquakes, fires, severe storms (rain, hail, ice, snow or other), hurricanes, tornadoes, floods, droughts, or high water washouts; arrests and restraints of government and people; civil disturbances; explosions or power failures or surges; pest damage; breakage, freezing or accident to machinery or lines of pipe (including utility lines), or failure of gas wells or gas supply; enactment of statutes, laws or regulations; acts of governmental or semi-governmental bodies (including without limitation failure of the parties to agree on the terms of a Force *Majeure* Proposal (as defined herein below) or the other party's default under this Agreement.

Notwithstanding any provision to the contrary herein, upon the commencement of a Force *Majeure* Event notified by one party to the other, Contractor's obligation to provide collection service at the frequency and on the dates otherwise required by this Agreement ("Regular Services") shall be suspended for so long as other or additional services are required and Contractor, either as part of its notice or in prompt response to City's issuance of such notice, will propose to City ("Contractor's Force *Majeure* Proposal"):

- measures to be taken by Contractor through provision of other or additional services to address the Force *Majeure* Event as soon as conditions reasonably permit -including establishment of emergency or temporarily changed service routes and schedules, or alternative methods or collection and disposal to cope with restricted access or increased volumes -in order to restore Regular Services; and
- a good faith estimate of the time required before regular schedules and routes can be resumed, it being understood, however, that following City's notice described below Contractor will use best efforts to mitigate the effects and costs of such suspension and to minimize the period of suspension, and
- the amount, or a method to calculate the amount, to be paid to Contractor for the other or additional services (including without limitation expenses and costs to be incurred by Contractor to mobilize and demobilize for a Force *Majeure* Event, Contractor's added operating expenses (labor, supervision, materials, permitted subcontracts, equipment rentals, additional disposal costs, equipment depreciation, and reasonable profit).

City will review Contractor's Force *Majeure* Proposal and notify Contractor of its approval or comments by the later of twenty-four (24) hours after its submission, or the time proposed by Contractor to commence the other or additional services set out in Contractor's Force *Majeure* Proposal, provided that City shall have no obligation to approve any Contractor's Force *Majeure* Proposal which proposes to suspend Contractor's Regular Services for longer than three (3) months.

Contractor will give notice to City of the date for resumption of regular services, which shall be the earliest possible date consistent with implementing Contractor's Force *Majeure* Proposal as approved by City. If, however, Contractor's performance is delayed further beyond the date proposed in Contractor's Force *Majeure* Proposal, other than due to further Force *Majeure* Event(s) or unless approved by the City, such failure shall be considered an event of default.

If the parties disagree on the price for additional or other services (or any part thereof), Contractor nevertheless may elect to proceed with part or all of the additional or other services on which no agreement has been reached. Whether or not Contractor so elects, either party may submit any disputed claim or issue concerning the price of other or additional services to the binding decision of an agreed upon expert, who will review the Force *Majeure* proposal, and any

City counter proposal available at the time of submission, forthwith and render a decision, acting as an expert and not as an arbitrator, as soon as possible following submission shall select the price proposal of the party that is more reasonable in light of the particular circumstances facing the parties and affecting performance after the Force Majeure Event arises. In light of the need to address the Force *Majeure* Event promptly, in any such proceedings time will be of the essence.

Contractor may not notify a suspension of regular services without reasonable cause, which may be evaluated by comparing the effect of the Force *Majeure* Event on similar services or the reaction to the Force *Majeure* Event of other similarly situated service providers within the City or neighboring municipalities. Contractor will not be penalized for the necessary disruptions of regular services, which may occur during a Force *Majeure* Event.

19.0 SEVERABILITY

In the event any provision or portion thereof of any contract document shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

20.0 MODIFICATION; WAIVER

This Agreement constitutes the entire Agreement by the parties and it may not be altered, revised or modified except by a written modification signed and properly authorized by the parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the Contract. All change orders to the Contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21.0 MISCELLANEOUS

21.01 Governing Law

This agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Hays County, Texas.

21.02 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City at:

City of Kyle
Attn: City Manager

P. O. Box 40, 100 Center Street
 Kyle, Texas 78640

If to the Contractor at:

Texas Disposal Systems, Inc.
 Attn: General Manager
 P. O. Box 17126
 Austin, Texas 78760-7126

Changes of address or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified. The City Manager shall have the authority for such approval on the part of the City as may be required under the terms of this agreement.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile transmission received (i.e., printed) after 4:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

21.03 Subject to Franchise. This agreement is subject to all of the terms, provisions and conditions of the Franchise, but otherwise supersedes any previous or contemporaneous agreement between Contractor and City with respect to the subject matters hereof.

21.04 Discretionary Termination. The City reserves the right to terminate this Contract upon a minimum of 90 days written notice after the sixth year anniversary date of the contract for any reason deemed by City Council to serve the public interest, or resulting from any federal or state law or regulation. No termination for convenience is allowed with the intention of awarding the same or a similar Contract to another private service provider. In the event of such termination the City will pay the Contractor unamortized costs directly related to this Contract prior to termination. Such items shall be designated in writing by the Contractor within 90 days of the written notice to terminate. Provided, however, that no costs will be paid which can be prorated to other contracts or be mitigated through the sale of supplies. In the event City pays for the cost of supplies obtained for use under this Contract, these supplies will become the property of City and will be delivered to the City at the place designated by the City Manager. The City will not be liable for loss of any profits anticipated to be made under this Contract after the termination date.

Should the City invoke this termination clause and should unamortized costs associated with the execution of the contract, which could include carts, vehicles, computer equipment, software, and other costs, still be outstanding with Contractor related to providing service for this contract, the City has the right to audit and verify unamortized costs that are necessary and unique to this contract. The documents available for City audit and verification will be limited to invoices for purchases of assets related to the execution of the contract and amortization tables associated with those costs.

IN WITNESS WHEREOF, the City and Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Agreement on the date hereinafter referred.

Dated this _____ day of January _____, 2011. CITY OF KYLE, TEXAS

CITY OF KYLE, TEXAS
A MUNICIPAL Corporation of Hays County, Texas

By: 
Lanny Lambert, City Manager

Dated: 1-27-11

Witnessed: 

Dated: 1-27-11

SEAL of the City of Kyle, Texas

Texas Disposal S Systems, Inc.

By: 

Its: RICK FREEMAN

Dated 1/27/2011

Witnessed: 

Dated: 1-27-11

ATTACHMENT "1"
CONTRACTOR'S DEFINITION OF
SPECIAL MATERIALS WASTE

"Special Waste" means any discarded material from a non-residential source meeting any of the following descriptions:

- a. Waste from an industrial process (including process sludge).
- b. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c), or (e) through (g). This definition applies to spills of any size.
- e. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (t), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

Type B Special Waste - Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning; wallboard, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special waste unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder. Asbestos bearing industrial process waste is a Type A special waste.
- b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. This category includes containers which once held commercial products or chemicals unless the container is "empty" as defined in this section. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such products is restricted by applicable regulations.
- c. Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
- d. Treated medical waste - Any waste from a bio-medial source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory

which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.

- e. Residue/sludge from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.

2011-12

Effective Date: 4/1/11**Residential Service:**

Trash service - one (1) time per week , w/cart	15.65
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	9.00
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	5.00
Extra 30 gallon bag or bundle, without tag attached	8.00

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week	27
Contents of cart only (no overflow)	

Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	49	65	118				
3	61	82	151	221			
4	67	89	165	240	316		
6	78	104	191	277	364	450	536
8	88	118	215	312	410	507	604
Container Size		<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>	
Extra PU		45	45	50	60	70	

Casters Charge per commercial container	18
Lock bar charge per commercial container	18

Roll-off**Size/Type**

20 Cubic Yard OT Haul	325
30 Cubic Yard OT Haul	365
40 Cubic Yard OT Haul	404
Open Top Delivery	155
Container Rental	5/Day
40 Cubic Yard Compactor Haul (TDS Owned)	460
40 Cubic Yard Compactor Haul (Customer Owned)	516
30 Cubic Yard Compactor Haul	473
34 Cubic Yard Compactor Haul	490
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2012-13

Effective Date: 4/1/12**Residential Service:**

Trash service - one (1) time per week , w/cart	16.40
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	9.43
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	5.24
Extra 30 gallon bag or bundle, without tag attached	8.38

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	28
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	51	68	124				
3	64	86	158	232			
4	70	93	173	252	331		
6	82	109	200	290	381	472	562
8	92	124	225	327	430	531	633

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	47	47	52	63	73

Casters Charge per commercial container	19
Lock bar charge per commercial container	19

Roll-off**Size/Type**

20 Cubic Yard OT Haul	341
30 Cubic Yard OT Haul	383
40 Cubic Yard OT Haul	423
Open Top Delivery	162
Container Rental	5.25/Day
40 Cubic Yard Compactor Haul (TDS Owned)	482
40 Cubic Yard Compactor Haul (Customer Owned)	541
30 Cubic Yard Compactor Haul	496
34 Cubic Yard Compactor Haul	514
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2013-14

Effective Date: 4/1/13

Residential Service:

Trash service - one (1) time per week , w/cart	17.19
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	9.88
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	5.49
Extra 30 gallon bag or bundle, without tag attached	8.79

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	30
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	54	71	130				
3	67	90	166	243			
4	74	98	181	264	347		
6	86	114	210	304	400	494	589
8	97	130	236	343	450	557	663

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	49	49	55	66	77

Casters Charge per commercial container	20
Lock bar charge per commercial container	20

Roll-off**Size/Type**

20 Cubic Yard OT Haul	357
30 Cubic Yard OT Haul	401
40 Cubic Yard OT Haul	444
Open Top Delivery	170
Container Rental	5.50/Day
40 Cubic Yard Compactor Haul (TDS Owned)	505
40 Cubic Yard Compactor Haul (Customer Owned)	567
30 Cubic Yard Compactor Haul	519
34 Cubic Yard Compactor Haul	538
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2014-15

Effective Date: 4/1/14

Residential Service:

Trash service - one (1) time per week , w/cart	18.01
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	10.36
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	5.76
Extra 30 gallon bag or bundle, without tag attached	9.21

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	31
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	56	75	136				
3	70	94	174	254			
4	77	102	190	276	364		
6	90	120	220	319	419	518	617
8	101	136	247	359	472	584	695

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	52	52	58	69	81

Casters Charge per commercial container	21
Lock bar charge per commercial container	21

Roll-off**Size/Type**

20 Cubic Yard OT Haul	374
30 Cubic Yard OT Haul	420
40 Cubic Yard OT Haul	465
Open Top Delivery	178
Container Rental	5.75/Day
40 Cubic Yard Compactor Haul (TDS Owned)	529
40 Cubic Yard Compactor Haul (Customer Owned)	594
30 Cubic Yard Compactor Haul	544
34 Cubic Yard Compactor Haul	564
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2015-16

Effective Date: 4/1/15**Residential Service:**

Trash service - one (1) time per week , w/cart	18.88
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	10.86
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	6.03
Extra 30 gallon bag or bundle, without tag attached	9.65

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	33
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	59	78	142				
3	74	99	182	267			
4	81	107	199	290	381		
6	94	125	230	334	439	543	647
8	106	142	259	376	495	612	729
Container Size		<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>	
Extra PU		54	54	60	72	84	

Casters Charge per commercial container	22
Lock bar charge per commercial container	22

Roll-off**Size/Type**

20 Cubic Yard OT Haul	392
30 Cubic Yard OT Haul	440
40 Cubic Yard OT Haul	487
Open Top Delivery	187
Container Rental	6/Day
40 Cubic Yard Compactor Haul (TDS Owned)	555
40 Cubic Yard Compactor Haul (Customer Owned)	622
30 Cubic Yard Compactor Haul	571
34 Cubic Yard Compactor Haul	591
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2016-17

Effective Date: 4/1/16**Residential Service:**

Trash service - one (1) time per week , w/cart	19.63
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	11.29
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	6.27
Extra 30 gallon bag or bundle, without tag attached	10.04

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	34
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	61	82	148				
3	77	103	189	277			
4	84	112	207	301	396		
6	98	130	240	348	457	565	672
8	110	148	270	391	514	636	758

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	56	56	63	75	88

Casters Charge per commercial container	23
Lock bar charge per commercial container	23

Roll-off**Size/Type**

20 Cubic Yard OT Haul	408
30 Cubic Yard OT Haul	458
40 Cubic Yard OT Haul	507
Open Top Delivery	194
Container Rental	6.25/Day
40 Cubic Yard Compactor Haul (TDS Owned)	577
40 Cubic Yard Compactor Haul (Customer Owned)	647
30 Cubic Yard Compactor Haul	593
34 Cubic Yard Compactor Haul	615
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2017-18

Effective Date: 4/1/17**Residential Service:**

Trash service - one (1) time per week , w/cart	20.42
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	11.74
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	6.52
Extra 30 gallon bag or bundle, without tag attached	10.44

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	35
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	64	85	154				
3	80	107	197	288			
4	87	116	215	313	412		
6	102	136	249	361	475	587	699
8	115	154	281	407	535	661	788

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	59	59	65	78	91

Casters Charge per commercial container	23
Lock bar charge per commercial container	23

Roll-off**Size/Type**

20 Cubic Yard OT Haul	424
30 Cubic Yard OT Haul	476
40 Cubic Yard OT Haul	527
Open Top Delivery	202
Container Rental	6.50/Day
40 Cubic Yard Compactor Haul (TDS Owned)	600
40 Cubic Yard Compactor Haul (Customer Owned)	673
30 Cubic Yard Compactor Haul	617
34 Cubic Yard Compactor Haul	639
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2018-19

Effective Date: 4/1/18**Residential Service:**

Trash service - one (1) time per week , w/cart	21.24
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	12.21
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	6.78
Extra 30 gallon bag or bundle, without tag attached	10.86

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	37
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	66	88	160				
3	83	111	205	300			
4	91	121	224	326	429		
6	106	141	259	376	494	611	727
8	119	160	292	423	556	688	820

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	61	61	68	81	95

Casters Charge per commercial container	24
Lock bar charge per commercial container	24

Roll-off**Size/Type**

20 Cubic Yard OT Haul	441
30 Cubic Yard OT Haul	495
40 Cubic Yard OT Haul	548
Open Top Delivery	210
Container Rental	6.75/Day
40 Cubic Yard Compactor Haul (TDS Owned)	624
40 Cubic Yard Compactor Haul (Customer Owned)	700
30 Cubic Yard Compactor Haul	642
34 Cubic Yard Compactor Haul	665
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2019-20

Effective Date: 4/1/19**Residential Service:**

Trash service - one (1) time per week , w/cart	22.08
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	12.70
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	7.06
Extra 30 gallon bag or bundle, without tag attached	11.29

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	38
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	69	92	167				
3	86	116	213	312			
4	95	126	233	339	446		
6	110	147	270	391	514	635	756
8	124	167	303	440	579	715	852

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	64	64	71	85	99

Casters Charge per commercial container	25
Lock bar charge per commercial container	25

Roll-off**Size/Type**

20 Cubic Yard OT Haul	459
30 Cubic Yard OT Haul	515
40 Cubic Yard OT Haul	570
Open Top Delivery	219
Container Rental	7/Day
40 Cubic Yard Compactor Haul (TDS Owned)	649
40 Cubic Yard Compactor Haul (Customer Owned)	728
30 Cubic Yard Compactor Haul	667
34 Cubic Yard Compactor Haul	691
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

2020-21

Effective Date: 4/1/20**Residential Service:**

Trash service - one (1) time per week , w/cart	22.97
Single stream recycling service - one (1) time every other week, w/cart	
Compost recycling service - one(1) time every other week, w/cart	
Bulky/brush curbside service - one (1) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled	
Extra Residential Container	13.21
Extra 30 gallon bag or bundle, must have tag attached to bag or bundle for service	7.34
Extra 30 gallon bag or bundle, without tag attached	11.74

Commercial Cart:

Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)	40
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Commercial Containers:

Size	Proposed Rates w/ 10% Franchise Fee & Tax						
	EOW	1X	2X	3X	4X	5X	6X
2	72	95	173				
3	90	120	222	324			
4	98	131	242	352	464		
6	114	153	280	407	534	660	787
8	129	173	316	458	602	744	886

Container Size	<u>2 CY</u>	<u>3 CY</u>	<u>4 CY</u>	<u>6 CY</u>	<u>8 CY</u>
Extra PU	66	66	73	88	103

Casters Charge per commercial container	26
Lock bar charge per commercial container	26

Roll-off**Size/Type**

20 Cubic Yard OT Haul	477
30 Cubic Yard OT Haul	536
40 Cubic Yard OT Haul	593
Open Top Delivery	227
Container Rental	7.25/Day
40 Cubic Yard Compactor Haul (TDS Owned)	675
40 Cubic Yard Compactor Haul (Customer Owned)	757
30 Cubic Yard Compactor Haul	694
34 Cubic Yard Compactor Haul	719
Compactor Delivery	N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc	

City of Kyle, Texas
Rates, Fees, and Charges Schedule - As of 8/27/13
Proposed FY 2013-14 Budget

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Admin/General Revenue						
General Administration Fees						
	Admin	Notary Services and Fees				
	Admin	Acknowledgements & Proofs	\$6.00	\$6.00	\$0.00	0.00%
	Admin	Certified Copies	\$6.00	\$6.00	\$0.00	0.00%
	Admin	Oaths and Affirmations	\$6.00	\$6.00	\$0.00	0.00%
	Admin	All other notarial acts not listed	\$6.00	\$6.00	\$0.00	0.00%
	Admin	*Exception to notary fee for PD and Court activity				
	General	Returned Check Fee (per check)	\$36.25	\$38.06	\$1.81	5.00%
	General	Black & White Copies (per side of 8 ½ x 11)	\$0.30	\$0.15	(\$0.15)	-50.00%
	General	Color Copies (per side of 8 ½ x 11)	\$0.60	\$0.65	\$0.05	8.33%
	General	Newspaper Publication Fee	\$181.15	\$190.21	\$9.06	5.00%
	General	Electronic Payment Processing Fee (per transaction)	\$2.50	\$2.50	\$0.00	0.00%
		For all Community Development transactions, an additional fee will be added based on the transaction total	N/A	2%	New	New
Chapter 11. Businesses						
11-99(2)	General	Release of a sealed coin-operated machine	\$15.00	\$15.75	\$0.75	5.00%
11-131(d)	General	Pool halls license (per table)	\$15.00	\$15.75	\$0.75	5.00%
Art. IX - Taxicabs						
11-311(a)	General	Taxicabs - Operating permit (maximum of five years)				
	General	First year	\$60.40	\$63.42	\$3.02	5.00%
	General	Additional years	\$30.20	\$31.71	\$1.51	5.00%
	General	New permit or expansion of number of taxicabs (per year)	\$60.40	\$63.42	\$3.02	5.00%
11-314	General	Taxicabs - Replacement permit	\$25.00	\$26.25	\$1.25	5.00%
Impact Fees						
50-259	General	Impact fee (based on plat filing date and # of LUEs)				
	General	Schedule of water impact fees/LUE*				
	General	* See below table for LUE determination				
	General	From incorporation to 9-17-1984	\$0.00	\$0.00	\$0.00	0.00%
	General	From 9-18-1984 to 4-14-1986	\$0.00	\$0.00	\$0.00	0.00%
	General	From 4-15-1986 to 6-27-1990	\$1,500.00	\$1,500.00	\$0.00	0.00%
	General	From 6-28-1990 to 2-17-1997	\$841.00	\$841.00	\$0.00	0.00%
	General	From 2-18-1997 to 4-02-2001	\$1,320.00	\$1,320.00	\$0.00	0.00%
	General	From 4-3-2001 to 3-03-2008	\$1,100.00	\$1,100.00	\$0.00	0.00%
	General	From 3-4-2008 to present	\$2,115.00	\$2,115.00	\$0.00	0.00%

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change																																																																																
	General	Schedule of sewer impact fees/LUE*																																																																																				
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	General	From 9-18-1984 to 4-14-1986	\$1,000.00	\$1,000.00	\$0.00	0.00%																																																																																
	General	From 4-15-1986 to 6-27-1990	\$1,500.00	\$1,500.00	\$0.00	0.00%																																																																																
	General	From 6-28-1990 to 2-17-1997	\$1,062.00	\$1,062.00	\$0.00	0.00%																																																																																
	General	From 2-18-1997 to 4-2-2001	\$1,132.00	\$1,132.00	\$0.00	0.00%																																																																																
	General	From 4-03-2001 to 3-03-2008	\$1,613.00	\$1,613.00	\$0.00	0.00%																																																																																
	General	From 3-4-2008 to present	\$2,216.00	\$2,216.00	\$0.00	0.00%																																																																																
	General	<table border="1"> <thead> <tr> <th colspan="5">LUE Determination Table</th> </tr> <tr> <th>Estimated Maximum Expected Flow Rate (gpm)</th> <th>Displacement & Multi-jet SRII & PMM</th> <th>Compound C702, Table 1.</th> <th>Turbine C701, Table 2. OMNI C2 & WVR*</th> <th>Living Unit Equivalents (LUEs)</th> </tr> </thead> <tbody> <tr><td>10</td><td>5/8" x 3/4"</td><td></td><td></td><td>1</td></tr> <tr><td>15</td><td>3/4"</td><td></td><td></td><td>1.5</td></tr> <tr><td>25</td><td>1"</td><td></td><td></td><td>2.5</td></tr> <tr><td>50</td><td>1.5"</td><td></td><td></td><td>5</td></tr> <tr><td>80</td><td>2"</td><td>2"</td><td>1.5"</td><td>8</td></tr> <tr><td>100</td><td></td><td></td><td>2"</td><td>10</td></tr> <tr><td>160</td><td></td><td>3"</td><td></td><td>16</td></tr> <tr><td>240</td><td></td><td></td><td>3"</td><td>24</td></tr> <tr><td>250</td><td></td><td>4"</td><td></td><td>25</td></tr> <tr><td>420</td><td></td><td></td><td>4"</td><td>42</td></tr> <tr><td>500</td><td></td><td>6"</td><td></td><td>50</td></tr> <tr><td>800</td><td></td><td>8"</td><td></td><td>80</td></tr> <tr><td>920</td><td></td><td></td><td>6"</td><td>92</td></tr> <tr><td>1600</td><td></td><td></td><td>8" *</td><td>160</td></tr> </tbody> </table>					LUE Determination Table					Estimated Maximum Expected Flow Rate (gpm)	Displacement & Multi-jet SRII & PMM	Compound C702, Table 1.	Turbine C701, Table 2. OMNI C2 & WVR*	Living Unit Equivalents (LUEs)	10	5/8" x 3/4"			1	15	3/4"			1.5	25	1"			2.5	50	1.5"			5	80	2"	2"	1.5"	8	100			2"	10	160		3"		16	240			3"	24	250		4"		25	420			4"	42	500		6"		50	800		8"		80	920			6"	92	1600			8" *	160
LUE Determination Table																																																																																						
Estimated Maximum Expected Flow Rate (gpm)	Displacement & Multi-jet SRII & PMM	Compound C702, Table 1.	Turbine C701, Table 2. OMNI C2 & WVR*	Living Unit Equivalents (LUEs)																																																																																		
10	5/8" x 3/4"			1																																																																																		
15	3/4"			1.5																																																																																		
25	1"			2.5																																																																																		
50	1.5"			5																																																																																		
80	2"	2"	1.5"	8																																																																																		
100			2"	10																																																																																		
160		3"		16																																																																																		
240			3"	24																																																																																		
250		4"		25																																																																																		
420			4"	42																																																																																		
500		6"		50																																																																																		
800		8"		80																																																																																		
920			6"	92																																																																																		
1600			8" *	160																																																																																		
	General	* The WVR turbine meter is for 8" size only and does not have low flow accuracy capability.																																																																																				

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Building Revenue						
Chapter 8. Building Regulations						
Art. IV - Building permit fee components						
8-99	Bldg	Valuation of the work is \$500.00 or less, but one or more inspections are required because work includes structural alterations, mechanical system, etc.	\$48.30	\$50.72	\$2.42	5.00%
	Bldg	Per required inspection	\$54.34	\$57.05	\$2.72	5.00%
8-100	Bldg	Base permit fees				
	Bldg	Single-family residential (in square feet)				
	Bldg	900 or less	\$147.54	\$154.92	\$7.38	5.00%
	Bldg	901--1,200	\$250.83	\$263.38	\$12.54	5.00%
	Bldg	1,201--1,500	\$339.36	\$356.32	\$16.97	5.00%
	Bldg	1,501--2,000	\$427.88	\$449.27	\$21.39	5.00%
	Bldg	2,001--2,500	\$604.93	\$635.18	\$30.25	5.00%
	Bldg	2,501--3,000	\$870.58	\$914.11	\$43.53	5.00%
	Bldg	3,001+	\$959.03	\$1,006.98	\$47.95	5.00%
	Bldg	Per each additional 1,000 square feet or fraction	\$75.47	\$79.24	\$3.77	5.00%
	Bldg	Base permit fees				
	Bldg	Commercial and multifamily (in square feet)				
	Bldg	100 or less	\$141.12	\$148.18	\$7.06	5.00%
	Bldg	100--500	\$208.29	\$218.71	\$10.41	5.00%
	Bldg	1--1,000	\$258.28	\$271.20	\$12.91	5.00%
	Bldg	1,001--1,500	\$357.24	\$375.10	\$17.86	5.00%
	Bldg	1,501--2,000	\$450.97	\$473.51	\$22.55	5.00%
	Bldg	2,001--2,500	\$525.18	\$551.44	\$26.26	5.00%
	Bldg	2,501--3,000	\$583.75	\$612.94	\$29.19	5.00%
	Bldg	3,001--3,500	\$642.34	\$674.46	\$32.12	5.00%
	Bldg	3,501--4,000	\$700.92	\$735.96	\$35.05	5.00%
	Bldg	4,001--4,500	\$759.49	\$797.47	\$37.97	5.00%
	Bldg	4,501--5,000	\$818.07	\$858.97	\$40.90	5.00%
	Bldg	5,001--8,000	\$1,169.58	\$1,228.06	\$58.48	5.00%
	Bldg	8,001--11,000	\$1,781.44	\$1,870.51	\$89.07	5.00%
	Bldg	11,001--14,000	\$2,914.04	\$3,059.74	\$145.70	5.00%
	Bldg	14,001--17,000	\$3,265.53	\$3,428.80	\$163.28	5.00%
	Bldg	17,001--20,000	\$3,617.03	\$3,797.88	\$180.85	5.00%
	Bldg	20,001--25,000	\$4,463.21	\$4,686.37	\$223.16	5.00%
	Bldg	25,001--30,000	\$5,049.04	\$5,301.49	\$252.45	5.00%
	Bldg	30,001--35,000	\$5,633.06	\$5,914.71	\$281.65	5.00%
	Bldg	35,001+	\$5,633.06	\$5,914.71	\$281.65	5.00%
	Bldg	Per each additional 1,000 square feet or fraction	\$144.90	\$152.15	\$7.25	5.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
8-101	Bldg	Cost to review such plans				
	Bldg	Residential percentage of base fee	25%	25%	N/A	N/A
	Bldg	Multifamily & Commercial percentage of base fee plus rate/hour for hours worked	25% plus \$102.64/hour	25% plus \$107.78/hour	\$5.14	5.00%
8-102	Bldg	Inspection fees (multiplied by the minimum number of inspections required pursuant to codes)				
	Bldg	Single-family dwelling	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Multi-family and commercial	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Inspection fee for testing of lead and no direct connection between public drinking water supply and a potential source contamination exists as required by TCEQ	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Reinspections				
	Bldg	Single-family dwellings	\$60.40	\$63.42	\$3.02	5.00%
	Bldg	Multifamily and commercial	\$72.45	\$76.07	\$3.62	5.00%
	Bldg	For each inspection requested out of sequence	\$54.35	\$57.07	\$2.72	5.00%
8-103	Bldg	Other building permit fees				
	Bldg	Moving structures (plus police escort fee)	\$120.75	\$126.79	\$6.04	5.00%
	Bldg	Demolition permits	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	For each required demolition inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Manufactured or mobile home (if not installed by a registered retailer or installer)/Job Trailer	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Per required inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Swimming pools and spas (construction or installation)	\$120.75	\$126.79	\$6.04	5.00%
	Bldg	For each required pool/spa inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Irrigation and backflow prevention assembly	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	For each required inspection	\$48.30	\$50.72	\$2.42	5.00%
	Bldg	Certain structures with roof	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	Per each required inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	(Construction of porches, patios, decks, carports, storage sheds, etc., under roof and not otherwise permitted)				
	Bldg	Remodeling and alterations	\$48.30	\$50.72	\$2.42	5.00%
	Bldg	(Structural alterations, repairs, and remodeling on all structures, including shell buildings and mobile or manufactured homes, for which a permit is not otherwise required if less than 200 sq. ft.)				
	Bldg	Single-family residential per required inspection	\$54.34	\$57.05	\$2.72	5.00%
Bldg	Multifamily and commercial per required inspection	\$66.41	\$69.73	\$3.32	5.00%	

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	Bldg	Certificate of occupancy fee				
	Bldg	(If vacant or unused for one year, an inspection will be performed to determine the requirements to bring the building or other structure into compliance with current city ordinances and life, safety and health codes for the intended occupancy)				
	Bldg	Single-family residential	\$78.49	\$82.41	\$3.92	5.00%
	Bldg	Multifamily, commercial or industrial	\$90.56	\$95.09	\$4.53	5.00%
	Bldg	Required inspection time (per hour; one-hour minimum)	\$78.49	\$82.41	\$3.92	5.00%
8-105	Bldg	Existing buildings and structures				
	Bldg	Single-family	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Multifamily and commercial	\$90.56	\$95.09	\$4.53	5.00%
8-106	Bldg	Construction in extraterritorial jurisdiction (ETJ)				
	Bldg	Residential (minimum)	\$42.26	\$44.38	\$2.11	5.00%
	Bldg	Per inspection required	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Commercial Plumbing	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Multifamily and commercial per inspection	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Food/Beverage Establishment				
	Bldg	(Food Service, retail food, food processing plant or warehouse) Permit valid from Oct 01 to Sept 30				
	Bldg	1 to 5 (\$120.75)	1 to 5 (\$120.75)	1 to 5 (\$126.79)	\$6.04	5.00%
	Bldg	6 to 19 (\$181.15)	6 to 19 (\$181.15)	6 to 19 (\$190.21)	\$9.06	5.00%
	Bldg	20 plus (\$301.90)	20 plus (\$301.90)	20 plus (\$317.00)	\$15.10	5.00%
	Bldg	Expired permit late fee	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	Plan Review fee	50% of permit fee	50% of permit fee	Varies	5.00%
	Bldg	Fire Protection Inspections				
	Bldg	Fire line underground	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Underground hydrostatic test	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Sprinkler pipe visual	\$181.15 minimum	\$190.21 minimum	\$9.06	5.00%
	Bldg	(Less than or equal to 50 heads)	\$0.63/head for ≤ 50	\$0.66/head for ≤ 50	\$0.03	5.00%
	Bldg	(More than 50 heads)	\$60.38 for > 50	\$63.40 for > 50	\$3.02	5.00%
	Bldg	Above ground hydrostatic test	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Kitchen hood	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Sprinkler final	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Alarm System Final	\$120.75 minimum	\$126.79 minimum	\$6.04	5.00%
	Bldg	(Less than or equal to 20 devices)	\$0.63/device for ≤20	\$0.66/device for ≤20	\$0.03	5.00%
	Bldg	(More than 20 devices)	\$60.38 for > 20	\$63.40 for > 20	\$3.02	5.00%
	Bldg	Fire Final	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Access Control Gates	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Underground/above ground storage tank	\$187.16	\$196.52	\$9.36	5.00%
	Bldg	Plan Review (\$50 minimum)	\$0.01/sq.ft.	\$0.01/sq.ft.	\$0.00	0.00%
	Bldg	Building administrative fees	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	Holiday/Weekend Inspection - Commercial Base Fee	\$69.58	\$73.05	\$3.48	5.00%
	Bldg	Holiday/Weekend Inspection - Residential Base Fee	\$56.93	\$59.77	\$2.85	5.00%
	Bldg	Holiday/Weekend Inspection - Hourly Rate for Commercial and Residential (One Hour Minimum)	\$43.38	\$45.55	\$2.17	5.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Art. V - Mobile homes, manufactured homes and parks						
8-151	Bldg	Construction of a permanent residential and/or commercial structure in any mobile home park	\$199.24	\$209.20	\$9.96	5.00%
	Bldg	Plus per space amount	\$12.08	\$12.68	\$0.60	5.00%
8-152	Bldg	Mobile home owner's inspection certificate for initial hookup	\$33.23	\$34.89	\$1.66	5.00%
	Bldg	Reinspection	\$19.95	\$20.95	\$1.00	5.00%
	Bldg	Mobile home park certificate of inspection	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Plus per space amount	\$1.21	\$1.27	\$0.06	5.00%
8-224	Bldg	Reinspection	\$19.95	\$20.95	\$1.00	5.00%
	Bldg	Model home permit (for each application or resubmittal rejected application--to occupy)	\$66.41	\$69.73	\$3.32	5.00%
11-168	Bldg	Itinerant merchant (Solicitor's Permit), itinerant vendor license (per quarter)	\$30.20	\$31.75	\$1.55	5.00%
	Bldg	Mobile Food Vendor (Cold - per quarter)	\$45.30	\$47.50	\$2.20	5.00%
	Bldg	Mobile Food Vendor (Hot - per quarter)	\$52.80	\$55.50	\$2.70	5.00%
	Bldg	Temp Food Vendor (Cold - per month)	\$18.10	\$19.00	\$0.90	5.00%
	Bldg	Temp Food Vendor (Hot - per month)	\$21.15	\$22.25	\$1.10	5.00%
Chapter 29. Signs						
29-70	Bldg	Permit fee (based on gross surface area square footage)				
	Bldg	Up to 40	\$30.19	\$31.70	\$1.51	5.00%
	Bldg	41 to 60	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	61 to 120	\$120.75	\$126.79	\$6.04	5.00%
	Bldg	121 to 200	\$211.31	\$221.88	\$10.57	5.00%
	Bldg	201 and larger	\$392.44	\$412.06	\$19.62	5.00%
	Bldg	Contractor Registration Fee (Annual)	\$12.05	\$12.65	\$0.60	5.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Court Revenue						
Chapter 14. Courts						
14-60	Court	Nonstandardized sheet size, postal charges	Actual costs	Actual costs	Varies	Varies
	Court	All other court fees are established in accordance to C.C.P (Court of Criminal Procedures) Chapter 102, Subchapter C, Article 102.071. http://www.statutes.legis.state.tx.us/Docs/CR/htm/CR.102.htm				

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Library Revenue						
Article V: Ord No: 358 Section 2-465. Library						
	Library	Printing and Photocopying Fees				
	Library	Color Printing (per page)	\$0.60	\$0.65	\$0.05	8.33%
	Library	Black/White Printing (per page)	\$0.15	\$0.15	\$0.00	0.00%
	Library	Photocopying Fee (per page if one-sided)	\$0.15	\$0.15	\$0.00	0.00%
	Library	Photocopying Fee (per page if double-sided)	\$0.30	\$0.30	\$0.00	0.00%
	Library	Overdue Books/DVDs/VHS Fees				
	Library	Overdue Book (per day) + associated postage costs	\$0.15	\$0.15	\$0.00	0.00%
	Library	Overdue DVD or VHS tape (per day) + associated postage costs	\$0.30	\$0.30	\$0.00	\$0.00
	Library	Lost or damaged library item	Cost of item plus any overdue fees	Cost of item plus any overdue fees	N/A	N/A
	Library	Handling fee for lost or damaged library item	N/A	\$5.00	New	New
	Library	Fax Fees				
	Library	Incoming (per page)	\$0.30	\$0.30	\$0.00	0.00%
	Library	Outgoing				
	Library	Up to 5 pages	\$2.40	N/A	N/A	N/A
	Library	6 – 10 pages	\$4.85	N/A	N/A	N/A
	Library	11 – 15 pages	\$7.25	N/A	N/A	N/A
	Library	16 – 20 pages	\$9.65	N/A	N/A	N/A
	Library	21 – 25 pages	\$12.10	N/A	N/A	N/A
	Library	Per Set of 1 - 5 Pages	N/A	\$2.50	\$0.10	4.17%
	Library	International Fax				
	Library	Up to 5 pages	\$4.85	N/A	N/A	N/A
	Library	6 – 10 pages	\$9.65	N/A	N/A	N/A
	Library	11 – 15 pages	\$14.50	N/A	N/A	N/A
	Library	16 - 20 pages	\$19.30	N/A	N/A	N/A
	Library	21 - 25 pages	\$24.15	N/A	N/A	N/A
	Library	Per Set of 1 - 5 Pages	N/A	\$5.00	\$0.15	3.09%
	Library	Inter-Library Lending Fee (per book)	\$2.10	\$2.20	\$0.10	4.76%
	Library	Replacement Library Card	\$2.00	\$2.10	\$0.10	5.00%
	Library	Guest Computer Pass	\$1.00	\$1.00	\$0.00	0.00%
	Library	Community Room				
	Library	\$20/per event (up to 2 hours) for each event occurring after initial event (up to 2 hours at no charge) each month	N/A	\$20.00	New	New
	Library	Clean-up fee for one side of Community Room if food is served	\$75.00	\$79.00	\$4.00	5.33%
	Library	Clean-up fee for both sides of Community Room if food is served	\$150.00	\$158.00	\$8.00	5.33%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
PARD Revenue						
Chapter 26. Parks and Recreation						
26-146(a)(1)	PARD	Community Rooms - Kyle Resident (per hour)	\$35.00	\$37.00	\$2.00	5.71%
	PARD	Community Rooms - Kyle Resident (per day)	\$175.00	\$184.00	\$9.00	5.14%
	PARD	Community Rooms - Non-Kyle Resident (per hour)	\$70.00	\$74.00	\$4.00	5.71%
	PARD	Community Rooms - Non-Kyle Resident (per day)	\$350.00	\$368.00	\$18.00	5.14%
26-146(a)(3)	PARD	Gazebo-City Square Park - Kyle Resident (per hour)	\$15.00	\$16.00	\$1.00	6.67%
26-146(a)(3)	PARD	Gazebo-City Square Park - Non-Kyle Resident (per hour)	\$30.00	\$32.00	\$2.00	6.67%
	PARD	Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per hour)	\$105.00	\$110.00	\$5.00	4.76%
	PARD	Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per day)	\$525.00	\$551.00	\$26.00	4.95%
	PARD	Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per hour)	\$210.00	\$220.00	\$10.00	4.76%
	PARD	Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per day)	\$1,050.00	\$1,102.00	\$52.00	4.95%
26-146(a)(4)	PARD	Sports Field - Kyle Resident				
	PARD	Without lights (per hour)	\$15.00	\$16.00	\$1.00	6.67%
	PARD	With lights (per hour)	\$30.00	\$32.00	\$2.00	6.67%
26-146(a)(4)	PARD	Sports Field - Non-Kyle Resident				
	PARD	Without lights (per hour)	\$30.00	\$31.50	\$1.50	5.00%
	PARD	With lights (per hour)	\$60.00	\$63.00	\$3.00	5.00%
26-146(a)(5)	PARD	Concession Sales – Kyle Resident (per hour)	\$15.00	\$16.00	\$1.00	6.67%
26-146(a)(5)	PARD	Concession Sales – Non Kyle Resident (per hour)	\$30.00	\$32.00	\$2.00	6.67%
	PARD	Food Truck Permit (Per Month)	\$50.00	\$53.00	\$3.00	6.00%
26-146(a)(6)	PARD	Covered Pavilion – Kyle Resident (per hour)	\$25.00	\$27.00	\$2.00	8.00%
26-146(a)(6)	PARD	Covered Pavilion – Non Kyle Resident (per hour)	\$50.00	\$53.00	\$3.00	6.00%
26-146(a)(7)	PARD	Portable Table Rentals in all parks and pool (per day)	\$10.00	\$11.00	\$1.00	10.00%
26-146(a)(8)	PARD	Tournament Rental (Sports Complex at Gregg-Clarke Park Includes Fields # 1 - # 4) (per day)	\$500.00	\$525.00	\$25.00	5.00%
26-146(a)(9)	PARD	Banner Ads at Gregg-Clarke Park (annual per square foot - based on location)	\$5.00 - \$15.00	\$5.00 - \$15.00	\$0.00	0.00%
	PARD	Private Event Rental Clean-Up Deposit (only \$100 is refundable)	\$102.50 plus add'l expenses incurred over deposit	\$102.50 plus add'l expenses incurred over deposit	\$0.00	0.00%
	PARD	Special Event Rental Clean-Up Deposit (only \$500 is refundable)	\$502.50 plus add'l expenses incurred over deposit	\$502.50 plus add'l expenses incurred over deposit	\$0.00	0.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
26-146(a)(8)	PARD	Swimming Pool				
	PARD	Open Swim Fees				
	PARD	Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$1.00	\$1.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$2.00	\$2.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$3.00	\$3.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$1.00	\$1.00	\$0.00	0.00%
PARD	Non-Kyle residents (ages 4 and above)	\$4.00	\$4.00	\$0.00	0.00%	
	PARD	Season Pass				
	PARD	Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$78.00	\$78.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Family of five (additional family member(s) must purchase pass in their age group)	\$160.00	\$160.00	\$0.00	0.00%
	PARD	Non-Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$104.00	\$104.00	\$0.00	0.00%
PARD	Family of five (additional family member must purchase pass in their age group)	\$320.00	\$320.00	\$0.00	0.00%	
	PARD	Punch Card (Equals 15 Visits)				
	PARD	Kyle residents				
	PARD	Ages 4 - 12	\$13.00	\$13.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$39.00	\$39.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$13.00	\$13.00	\$0.00	0.00%
	PARD	Non-Kyle residents				
	PARD	Ages 4 - 12	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$52.00	\$52.00	\$0.00	0.00%
	PARD	BOGO Season Passes & Punch Cards:				
	PARD	October 1 - March 31 (COB)	Buy One Get One-ELV	Buy One Get One-ELV	\$0.00	0.00%
	PARD	Private rental of Kyle Pool, includes lifeguards (two-hour minimum; cost depends on number of guests/swimmers) Kyle Resident or Non-Resident	\$60.00 - \$250.00/Hour	\$60.00 - \$250.00/Hour	\$0.00	0.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	PARD	Swim Lessons (Kyle Resident and Non-Resident)				
	PARD	Group Swim Lessons (per session)	\$53.00	\$56.00	\$3.00	5.66%
	PARD	Preschool Swim Lessons (per session)	\$48.00	\$50.00	\$2.00	4.17%
	PARD	Private Swim Lessons (per session)	\$78.00	\$82.00	\$4.00	5.13%
	PARD	Parent-Tot Swim Lessons (per session)	\$53.00	\$56.00	\$3.00	5.66%
	PARD	Swim Team	N/A	\$160.00	New	New
26-146(b)	PARD	PARD Programs				
	PARD	Polar Bear Swim (per person)	\$25.00	\$26.00	\$1.00	4.00%
	PARD	Sports Leagues (per person)	\$25.00 - \$125.00	\$25.00 - \$125.00	\$0.00	0.00%
	PARD	Hooked on Fishing Programs (per person)	\$25.00 - \$75.00	\$25.00 - \$75.00	\$0.00	0.00%
	PARD	Safety Training Programs	\$10.00 - \$175.00	\$10.00 - \$250.00	Varies	Varies
	PARD	Family Fun Ride	N/A	\$5.00 - \$15.00	New	New
	PARD	Summer Youth Camps - Registration	\$30.00	\$32.00	\$2.00	6.67%
	PARD	Summer Youth Camps - Per week, per child	\$115.00	\$120.00	\$5.00	4.35%
	PARD	Family Campout	\$120.00/family of 4 plus \$25.00 per each additional person	\$126.00/family of 4 plus \$26.00 per each additional person	\$6 and \$1	Varies
	PARD	Recreation Contract Programs	Refer to contract for rates and commission	Refer to contract for rates and commission	N/A	N/A
	PARD	Teen Nights	\$6.50/person	\$2 - \$15/person	Varies	Varies
	PARD	July 4 th Fireworks - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Movies in the Park - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Office Point of Purchase Sales (varies based on product)	\$1.00 - \$50.00	\$1.00 - \$50.00	\$0.00	0.00%
	PARD	Santa's Arrival & School Choirs				
	PARD	Booth Spaces	\$45.00 - \$90.00	\$45.00 - \$90.00	\$0.00	0.00%
	PARD	Sponsorships (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Jubilee				
	PARD	Gate Admission	N/A	\$2/person or \$5/carload	New	New
	PARD	Booth Spaces	N/A	\$45.00 - \$90.00	New	New
	PARD	Sponsorships (depends on donation amount)	N/A	\$1.00 - \$10,000.00	New	New
	PARD	Texas Hunting and Fishing Licenses Rates Vary - Set by State of Texas - please refer to http://www.tpwd.state.tx.us/business/licenses/public/recreational/ for the current amount being charged. The amount listed on the website does include a 5% sales commission to the City.				
Chapter 41. Subdivisions						
41-147(b)	PARD	Parkland dedication fee - Land (per LUE at final plat)	\$600.00/LUE	\$600.00/LUE	\$0.00	0.00%
	PARD	Parkland dedication fee - Improvements/Facilities (per LUE at final plat)	\$600.00/LUE	\$600.00/LUE	\$0.00	0.00%

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
PD Revenue						
Chapter 5. Animals						
5-156(d)	PD	Adoption of animals from shelter	\$90.55	\$95.08	\$4.53	5.00%
5-184	PD	Failure of a dog or cat to wear a vaccination tag	\$24.15	\$25.36	\$1.21	5.00%
5-185	PD	Annual Animal License Fee - Unneutered dog or cat	\$10.00	\$10.50	\$0.50	5.00%
	PD	Annual Animal License Fee - Neutered dog or cat	\$5.00	\$5.25	\$0.25	5.00%
	PD	Annual Animal License Fee - Other animals	\$5.00	\$5.25	\$0.25	5.00%
5-213(a)	PD	Commercial animal enterprises and multiple animal ownership				
	PD	Circus or zoo	\$603.75	\$633.94	\$30.19	5.00%
	PD	Commercial animal enterprise	\$120.75	\$126.79	\$6.04	5.00%
	PD	Multiple animal owner	\$60.38	\$63.39	\$3.02	5.00%
	PD	Guard dog	\$60.38	\$63.39	\$3.02	5.00%
	PD	Annual renewal fee for all	\$60.38	\$63.39	\$3.02	5.00%
5-9 (all fees)	PD	Impoundment Fee (Per Animal Captured) - San Marcos Animal Shelter				
	PD	Unneutered Dog or Cat - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Neutered Dog or Cat - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Fowl or Other Small Animal - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Livestock - First Time	\$60.38	\$60.38	\$0.00	0.00%
	PD	Second Time	\$241.50	\$241.50	\$0.00	0.00%
	PD	Third Time	\$422.63	\$422.63	\$0.00	0.00%
	PD	Zoological and/or Circus Animal - First Time	\$120.75	\$120.75	\$0.00	0.00%
	PD	Second Time	\$241.50	\$241.50	\$0.00	0.00%
	PD	Third Time	\$603.75	\$603.75	\$0.00	0.00%
	PD	More than four violations by any pet or combination thereof owned by the same person in three years or less shall be a flat fee for each impoundment thereafter	\$603.75	\$603.75	\$0.00	0.00%
	PD	Impoundment Fee (Per Animal Captured)				
	PD	Owner/Harbored Animal Surrender Fees				
	PD	Cats	\$30.19	\$0.00	(\$30.19)	-100.00%
	PD	Dogs	\$30.19	\$0.00	(\$30.19)	-100.00%
	PD	Litters dogs or cats	\$54.34	\$0.00	(\$54.34)	-100.00%
	PD	Other small animals	\$12.08	\$0.00	(\$12.08)	-100.00%
PD	Large animals	N/A	N/A	N/A	N/A	

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
11-282	PD	Commercial Towing and Wrecker Service				
	PD	Within City Limits	\$60.38	\$63.39	\$3.02	5.00%
	PD	Outside City Limits	\$60.38	\$63.39	\$3.02	5.00%
	PD	Per Mile	\$1.21	\$1.27	\$0.06	5.00%
	PD	Dolly Required Tow	\$84.53	\$88.75	\$4.23	5.00%
	PD	Exceptional labor (per hour; one hour minimum)	\$30.19	\$31.70	\$1.51	5.00%
	PD	Does not include normal hook-up procedures or routine cleanup when it takes 30 minutes or less				
	PD	Storage for first five days for storage fees (per day)	\$6.04	\$6.34	\$0.30	5.00%
	PD	After first five days (per day)	\$8.45	\$8.88	\$0.42	5.00%
	PD	Separate charge for a trailer				
	PD	Inside storage fees requested by the owner or operator of the vehicle (per day)	\$12.08	\$12.68	\$0.60	5.00%
	PD	If inside storage is requested by police department, the city shall pay the difference between the regular and inside storage fee				
	PD	Waiting at the scene for permission to remove vehicle after first 30 minutes (per hour)	\$24.15	\$25.36	\$1.21	5.00%
	PD	Exceptional labor used to retrieve a vehicle from a river, creek, or any waterway	Actual costs	Actual costs	N/A	N/A
11-283	PD	Administration fee for each nonconsent or motor vehicle accident tow performed	\$6.04	\$6.34	\$0.30	5.00%
11-285	PD	Vehicles released during hours other than normal business	\$24.15	\$25.36	\$1.21	5.00%
23-241(b)	PD	Abandoned motor vehicles (garagekeepers report)	\$12.08	\$12.68	\$0.60	5.00%
	PD	Crash Report Fee - Requested Online (per report)				
	PD	Total Charge	\$6.00	\$6.00	\$0.00	0.00%
	PD	PoliceReports.us Fee	\$2.50	\$2.50	\$0.00	0.00%
	PD	Net Amount Remitted to City	\$3.50	\$3.50	\$0.00	0.00%
	PD	Crash Report Fee - Requested at PD (per report)	\$6.00	\$6.00	\$0.00	0.00%
	PD	PD Certification of Crash Report (per report; in addition to Crash Report Fee)	\$2.00	\$2.00	\$0.00	0.00%
	PD	Local Background / Police Clearance Letter	\$5.00	\$10.00	\$5.00	100.00%
	PD	False Alarm Fee (Per Incident) - Number of violations is calculated over a rolling 12-month period				
		3 or Less	\$0.00	\$0.00	\$0.00	0.00%
		4 - 5	\$50.00	\$52.50	\$2.50	5.00%
		6 - 7	\$75.00	\$78.75	\$3.75	5.00%
		8 or More	\$100.00	\$105.00	\$5.00	5.00%
	PD	Mass Gathering Fees				
		Permit Fee	\$300.00	\$300.00	\$0.00	0.00%
		Inspection Fee	Actual costs	Actual costs	\$0.00	0.00%
	PD	All other police department fees are established in accordance to the AG Charge Schedule authorized by the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule Section 70.3. http://info.sos.state.tx.us/pls/pub/readac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3				

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Planning Revenue						
Subdivision Plats						
8-108	Plan	Concept plan (filing and review) - Base	\$1,058.01	\$1,110.91	\$52.90	5.00%
	Plan	Concept plan (filing and review) - + Per Acre Fee	\$17.25	\$18.11	\$0.86	5.00%
8-109	Plan	Short form plat - Base	\$431.70	\$453.29	\$21.59	5.00%
8-115	Plan	Short form plat - + Per Lot Fee	\$5.75	\$6.04	\$0.29	5.00%
8-110	Plan	Preliminary plan - Base	\$954.84	\$1,002.58	\$47.74	5.00%
	Plan	Preliminary plan - + Per Lot Fee	\$5.75	\$6.04	\$0.29	5.00%
8-111	Plan	Final plat - Base	\$1,088.34	\$1,142.76	\$54.42	5.00%
	Plan	Final plat - + Per Acre Fee	\$17.25	\$18.11	\$0.86	5.00%
8-112	Plan	Site development - Base	\$1,554.08	\$1,631.78	\$77.70	5.00%
	Plan	Site development - + Per Acre Fee	\$86.25	\$90.56	\$4.31	5.00%
8-113	Plan	Engineer review fee (total amount billed to city, plus ten percent)	Varies	Varies	N/A	N/A
8-114	Plan	Plat vacation (plus all estimated county recording fees)	\$295.47	\$310.24	\$14.77	5.00%
8-116	Plan	Subdivision variance request (in advance for each variance requested)	\$537.65	\$564.53	\$26.88	5.00%
8-117	Plan	Construction inspection (total amount deposited prior to start of construction) For construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges	2% of estimated cost	2% of estimated cost	N/A	N/A
8-118	Plan	Zoning change and variances - Base	\$407.68	\$428.06	\$20.38	5.00%
	Plan	Zoning change and variances - + Per Acre Fee	\$3.45	\$3.62	\$0.17	5.00%
	Plan	Plum Creek PUD Substantial Amendment	N/A	\$407.68+\$3.45 per acre + newspaper notification fee	New	New
	Plan	Plum Creek PUD Minor Amendment	N/A	\$200.00	New	New
	Plan	Each applicant requested postponement of zoning request	\$66.40	\$69.72	\$3.32	5.00%
	Plan	Zoning Verification Letter	\$60.40	\$63.42	\$3.02	5.00%
	Plan	Public Improvement Construction Plan Review + 1.5% of value of improvements	\$1,750.97	\$1,838.52	\$87.55	5.00%
	Plan	Small Site Development	\$851.88	\$894.47	\$42.59	5.00%
	Plan	Requested Code Amendment	N/A	\$200 (plus newspaper notification fee)	New	New
	Plan	Voluntary Annexation	N/A	\$850 (plus newspaper notification fee)	New	New
	Plan	Newspaper notification fee	\$181.15	\$190.21	\$9.06	5.00%

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Chapter 53. Zoning						
53-639	Plan	Recreational vehicle park district (annual park license)				
	Plan	First ten lots	\$120.75	\$126.79	\$6.04	5.00%
	Plan	Per each additional lot	\$6.04	\$6.34	\$0.30	5.00%
53-895	Plan	Application for conditional use permit	\$181.15	\$190.21	\$9.06	5.00%
	Plan	Plus per acre	\$3.60	\$3.78	\$0.18	5.00%
	Plan	Maps for sale (fees)				
	Plan	Tabloid size (11" x 17")	\$12.10	\$5.00	(\$7.10)	-58.68%
	Plan	Arch. C-Size (24" x 36")	\$30.20	\$15.00	(\$15.20)	-50.33%
	Plan	Custom (formula: \$25.00 base + \$25.00 per hr)	Variable price	Variable price	\$0.00	0.00%

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Public Works Revenue						
Chapter 38. Streets, Sidewalks and Other Public Places						
38-139	PW	Construction permit (alteration in right-of-way)	\$301.88	\$316.97	\$15.09	5.00%
	PW	Plus any engineering fees incurred				
	PW	Per month of duration of permit	\$60.38	\$63.39	\$3.02	5.00%
38-140	PW	Excavation permit (alteration in right-of-way)	\$301.88	\$316.97	\$15.09	5.00%
	PW	Plus any engineering fees incurred				
	PW	Per month of duration of permit	\$60.38	\$63.39	\$3.02	5.00%
38-144	PW	Certificate of occupation per year and per linear foot (permanent structure in right-of-way)	\$15.00/linear foot	\$15.75/linear foot	\$0.75	5.00%
38-145	PW	Temporary obstruction or occupation of the right-of-way	\$150.00	\$157.50	\$7.50	5.00%
38-153	PW	Appeal from permit revocation or other action	\$150.00	\$157.50	\$7.50	5.00%
Chapter 50. Utilities						
50-20(a)	PW	Water and sewer system tap fees				
	PW	Water tap				
	PW	Inside city	\$207.00 + Cost	\$217.35 + Cost	\$10.35	5.00%
	PW	Outside city	\$261.60 + Cost	\$274.68 + Cost	\$13.08	5.00%
	PW	Sewer tap				
	PW	Inside city	\$207.00 + Cost	\$217.35 + Cost	\$10.35	5.00%
	PW	Outside city	\$261.60 + Cost	\$274.68 + Cost	\$13.08	5.00%
	PW	Water Flow Tests	\$57.50	\$60.38	\$2.88	5.00%
	PW	Water Bac-T (Bacteria) Samples	\$57.50 for first sample + \$16.00 for each add'l sample	\$60.38 for first sample + \$17.00 for each add'l sample	\$2.88	5.00%
Art. V - Industrial Waste						
50-211(d)	PW	Tests for waste of abnormal strength	\$6.05	\$6.35	\$0.30	5.00%

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Utility Billing Revenue						
50-21	UB	Service Connection Fee				
	UB	Water, sewer, and trash customers	\$60.38	\$63.39	\$3.02	5.00%
	UB	Wastewater customers only-service charge	\$30.19	\$31.70	\$1.51	5.00%
	UB	Emergency shut off fee	\$60.38	\$63.39	\$3.02	5.00%
	UB	After hours turn on fee	\$60.38	\$63.39	\$3.02	5.00%
	UB	Meter Test (3rd Party)				
	UB	Residential meter	\$114.71	\$120.45	\$5.74	5.00%
	UB	Commercial meter	\$211.31	\$221.88	\$10.57	5.00%
	UB	Meter tampering fee	\$603.75 + Possible	\$633.94 + Possible	\$30.19	5.00%
UB	Late payment penalty	10% of outstanding balance	10% of outstanding balance	N/A	N/A	
50-22	UB	Deposit for water, sewer and trash collection services (per	\$90.56	\$95.09	\$4.53	5.00%
	UB	Deposit for sewer and trash collection services only (per LUE)	\$60.38	\$63.39	\$3.02	5.00%
	UB	Fire Hydrant Deposit	\$1,380.00	\$1,449.00	\$69.00	5.00%
	UB	Fire Hydrant Minimum Charge (monthly)	\$138.42	\$145.34	\$6.92	5.00%
	UB	Delinquent Billing Fee (Disconnect/Reconnect)				
	UB	Within corporate limits of the city	\$52.50	\$55.13	\$2.63	5.00%
	UB	Outside corporate limits of the city	\$72.45	\$76.07	\$3.62	5.00%
	UB	Additional deposit may be required (calculated)				
	UB	Delinquent Billing Fee (Disconnect List Only)	\$36.23	\$38.04	\$1.81	5.00%
	UB	Transfer of service fee (within the city)	\$36.23	\$38.04	\$1.81	5.00%
	UB	Cost of Meter (initial install of meter - actual City cost plus ten percent)	Varies	Varies	N/A	N/A
	UB	Service Charge for Inspection Turn On	\$69.00	\$72.45	\$3.45	5.00%
50-23	UB	Water Minimum Charge (monthly)				
	UB	Inside city				
	UB	Single-family residential				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%	

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Multifamily residential				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
	UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%
	UB	Commercial				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
	UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%
	UB	Irrigation				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
	UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%
	UB	Outside City				
	UB	Single-family residential				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Multifamily residential				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%
	UB	Commercial				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%
	UB	Irrigation				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%
	UB	Water volume rate monthly use (per 1,000 gallons)				
	UB	Inside city limits				
	UB	Single-family residential				
	UB	0 to 4,000	\$3.67	\$4.40	\$0.73	20.00%
	UB	4,001 to 8,000	\$4.59	\$5.50	\$0.92	20.00%
	UB	8,001 to 12,000	\$5.51	\$6.61	\$1.10	20.00%
	UB	12,001 to 16,000	\$6.41	\$7.69	\$1.28	20.00%
	UB	16,001 to 20,000	\$7.33	\$8.80	\$1.47	20.00%
	UB	20,001 to 30,000	\$8.25	\$9.90	\$1.65	20.00%
	UB	30,001 to 50,000	\$9.17	\$11.01	\$1.83	20.00%
	UB	50,001 or more	\$11.00	\$13.20	\$2.20	20.00%

Item # 21

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Multifamily residential				
	UB	1 to 99,999,999	\$6.61	\$7.94	\$1.32	20.00%
	UB	Commercial				
	UB	1 to 99,999,999	\$6.61	\$7.94	\$1.32	20.00%
	UB	Irrigation				
	UB	1 to 99,999,999	\$7.72	\$9.27	\$1.54	20.00%
	UB	Construction				
	UB	1 to 99,999,999	\$6.61	\$7.94	\$1.32	20.00%
	UB	Outside city limits				
	UB	Single-family residential				
	UB	0 to 4,000	\$4.95	\$5.94	\$0.99	20.00%
	UB	4,001 to 8,000	\$6.18	\$7.41	\$1.24	20.00%
	UB	8,001 to 12,000	\$7.40	\$8.88	\$1.48	20.00%
	UB	12,001 to 16,000	\$8.65	\$10.37	\$1.73	20.00%
	UB	16,001 to 20,000	\$9.87	\$11.84	\$1.97	20.00%
	UB	20,001 to 30,000	\$11.11	\$13.34	\$2.22	20.00%
	UB	30,001 to 50,000	\$12.34	\$14.81	\$2.47	20.00%
	UB	50,001 or more	\$14.81	\$17.77	\$2.96	20.00%
	UB	Multifamily residential				
	UB	1 to 99,999,999	\$8.91	\$10.69	\$1.78	20.00%
	UB	Commercial				
	UB	1 to 99,999,999	\$8.91	\$10.69	\$1.78	20.00%
	UB	Irrigation				
	UB	1 to 99,999,999	\$10.40	\$12.47	\$2.08	20.00%
	UB	Construction				
	UB	1 to 99,999,999	\$7.42	\$8.90	\$1.48	20.00%
	UB	Emergency interconnect wholesale water rate (per 1,000 gallons)	\$4.96	\$5.96	\$0.99	20.00%
50-24	UB	Wastewater Minimum Charge (monthly)				
	UB	Inside city limits				
	UB	Residential	\$16.35	\$17.99	\$1.64	10.00%
	UB	Nonresidential	\$16.35	\$17.99	\$1.64	10.00%
	UB	Commercial Sewer Only	\$16.35	\$17.99	\$1.64	10.00%
	UB	Flat rate customers	\$39.60	\$43.56	\$3.96	10.00%
	UB	Outside city limits				
	UB	Residential	\$22.07	\$24.28	\$2.21	10.00%
	UB	Nonresidential	\$22.07	\$24.28	\$2.21	10.00%
	UB	Commercial Sewer Only	\$22.07	\$24.28	\$2.21	10.00%
	UB	Flat rate customers	\$53.46	\$58.81	\$5.35	10.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Sewer volume rate monthly use (per 1,000 gallons)				
	UB	Inside city limits				
	UB	Residential (based on winter water use average)	\$3.17	\$3.48	\$0.32	10.00%
	UB	Nonresidential (based on monthly water meter reading)	\$3.57	\$3.93	\$0.36	10.00%
	UB	Commercial Sewer Only	\$3.57	\$3.93	\$0.36	10.00%
	UB	Flat rate customers	N/A	N/A	N/A	N/A
	UB	Outside city limits				
	UB	Residential (based on winter water use average)	\$4.27	\$4.70	\$0.43	10.00%
	UB	Nonresidential (based on monthly water meter reading)	\$4.83	\$5.31	\$0.48	10.00%
	UB	Commercial Sewer Only	\$4.83	\$5.31	\$0.48	10.00%
	UB	Flat rate customers	N/A	N/A	N/A	N/A
50-25	UB	Solid waste collection and disposal monthly rates (Per TDS contract with the City of Kyle)				
	UB	Full retail rate - October - March	\$19.53	\$20.47	\$0.94	4.81%
	UB	Full retail rate - April - September	\$20.47	\$21.45	\$0.98	4.79%
	UB	Refuse Extra Cart - October - March	\$11.23	\$11.76	\$0.53	4.72%
	UB	Refuse Extra Cart - April - September	\$11.76	\$12.34	\$0.58	4.93%
	UB	Bag Tag (per each extra 30 gallon bag or bundle) - October - March	\$5.24	\$5.49	\$0.25	4.77%
	UB	Bag Tag (per each extra 30 gallon bag or bundle) - April - September	\$5.49	\$5.76	\$0.27	4.92%
	UB	Senior Rate (10% discount) - October - March	\$17.58	\$18.42	\$0.84	4.78%
	UB	Senior Rate (10% discount) - April - September	\$18.42	\$19.31	\$0.89	4.83%
	UB	Senior Refuse Extra Cart - October - March	\$10.11	\$10.59	\$0.48	4.75%
	UB	Senior Refuse Extra Cart - April - September	\$10.59	\$11.11	\$0.52	4.91%
	UB	Solid Waste Admin Fee (per month per account)	\$2.50	\$2.63	\$0.13	5.00%

Item # 21



CITY OF KYLE, TEXAS

Ordinance for Adoption of Annual Budget for Fiscal Year 2013-14

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATE INCREASES, IMPLEMENTATION OF NEW CITY FEES, OTHER FEE INCREASES AS SPECIFIED IN THE FEE SCHEDULE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. ~ *Lanny Lambert, City Manager*

Other Information:

The Fiscal Year 2013-14 Annual Budget is a financial plan for all City funds, programs, services, operations, and activities for the period covering October 1, 2013 through September 30, 2014. The City's Fiscal Year 2013-14 Annual Budget requires raising more revenue from property taxes than in the previous year. The City's Annual Budget also requires raising more revenue from fees and charges and water and wastewater rates than in the previous year. The Fiscal Year 2013-14 Annual Budget for all City expenditures totals approximately \$45.36 million from all City funds; which includes approximately \$14.72 million for the City's General Fund expenditures.

During the month of August 2013, the City Council held five (5) Budget Work Sessions in public meetings to review revenue estimates for the City's General Fund and the Water and Wastewater Utility Fund, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, miscellaneous fee schedule, implementation of new fees, rate increases for water and wastewater services, and property tax increases.

By September 4, 2013, the scheduled date of the 2nd Reading of the Budget Adoption Ordinance, the City Council held a total of twenty (20) public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's annual budget, property tax rate increases, implementation of new City fees, miscellaneous City fee increases, and increases to the water and wastewater service rates.

Of the twenty (20) public hearings held, five (5) public hearings were specifically dedicated to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons. ^{Cover Memo} Item # 22

City's property tax rates. In compliance with the Truth-in-Taxation requirements, all public notices were published in the Hays Free Press on July 31, 2013, August 7, 2013, August 28, 2013 and the two required public hearings on tax increase were held on August 21, 2013 and August 27, 2013.

All Public Hearings were conducted in open meetings as part of special called Budget Work Sessions of the Kyle City Council on the City's proposed Fiscal Year 2013-14 Annual Budget, Property Tax Rates, Fees & Charges, and Water/Wastewater Rates at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

Budget Information:

The City's Annual Budget as reviewed and amended by the City Council for Fiscal Year 2013-14 totals approximately \$45.36 million in expenditures for all City Funds. Please refer to the budget document for complete details on the City's website at www.cityofkyle.com/finance/budget-fy-2013-14, also available in paper copy at City Hall and the Kyle Public Library.

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

Attachments / click to download

- [Ordinance - Budget Adoption FY 2014](#)
- [Fees & Charges Schedule](#)
- [All Fund Summary As Amended](#)
- [Amendments to Proposed Budget FY 2013-14](#)
- [Non CIP Items for 2014 Tax Notes](#)

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF KYLE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, INCLUDING WATER AND WASTEWATER RATE INCREASES, IMPLEMENTATION OF NEW CITY FEES, OTHER FEE INCREASES AS SPECIFIED IN THE FEE SCHEDULE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**

Whereas, the City Manager of the City of Kyle, Texas has submitted to the Mayor and City Council on August 1, 2013 a proposed Operating Budget for the revenue and expenditures, water and wastewater rates, implementation of new City fees, and other fees and charges included in the Fee Schedule for conducting the affairs of the City thereof and providing a complete financial plan for Fiscal Year 2013-14 in compliance with the Kyle City Charter and the laws of the State of Texas; and which said proposed budget has been compiled from detailed information obtained from all departments and offices of the City; and,

Whereas, the Mayor and City Council received the City Manager's proposed budget and conducted public hearings on the budget, a copy of which with all supporting materials has been filed with the City Secretary, all in compliance with state law and the Kyle City Charter; and,

Whereas, during the month of August 2013, the City Council held five (5) Budget Work Sessions during public meetings to review revenue estimates for the City's General Fund and the Water and Wastewater Utility Fund, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, miscellaneous fee schedule, implementation of new City fees, rate increases for water and wastewater services, and property tax increases.

Whereas, the Mayor and City Council have reviewed the Fiscal Year 2013-14 Operating Budget including line item expenditure budgets of all City departments, water and wastewater rate increases, implementation of new City fees, and other fee increases as specified in the Fee Schedule and, having considered any and all appropriate amendments, now deem this document, here marked as Exhibit "A" and made a part hereof, to be the appropriate financial plan for the City of Kyle in the ensuing fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, 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. Public Hearings. By September 4, 2013, the scheduled date of the 2nd Reading of the Budget Adoption Ordinance, the City Council will have held a total of twenty (20) public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's annual budget, property tax rate increases, implementation of new City fees, miscellaneous City fee increases, and increases to the water and wastewater service rates.

Section 3. Budget Adoption. The Annual Budget of the City of Kyle including revenue and expenditures, water and wastewater rates, and other fees and charges listed in the Fee Schedule for conducting the affairs of the City thereof and providing a complete financial plan for Fiscal Year 2013-14 beginning October 1, 2013 and ending September 30, 2014, a copy of which is attached hereto as "Exhibit A", be and the same is in all things adopted and approved as the annual budget for all expenditures/expenses as well as fixed charges against the City for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

Section 4. Approval of Expenditures by Fund. The sums included within the budget as described herein are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City of Kyle as established in the approved budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

Section 5. Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, Texas Local Government Code.

Section 7. 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 3rd day of September, 2013.

FINALLY PASSED AND APPROVED on this 4th day of September, 2013.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

	General Fund 110	Emergency Reserve Fund 112	Utility Fund 310	Road Improvement Fund 115	Transportation Fund 127	Police Forfeiture Fund 131	Police Sp. Revenue Fund 132
1. * Beginning Balance	\$ 5,941,320	\$ 350,000	\$ 1,933,660	\$ 1,392,316	\$ (327,321)	\$ 4,396	\$ 9,196
2. Revenue	\$ 13,244,074	\$ -	\$ 12,093,377	\$ 41,400	\$ 200,000	\$ -	\$ 2,700
3. Transfers-in	1,317,500	400,000	-	-	27,100	-	-
4. Total Revenue & Transfers-in:	<u>\$ 14,561,574</u>	<u>\$ 400,000</u>	<u>\$ 12,093,377</u>	<u>\$ 41,400</u>	<u>\$ 227,100</u>	<u>\$ -</u>	<u>\$ 2,700</u>
5. Expenditures	\$ 14,188,947	\$ -	\$ 9,863,624	\$ -	\$ 158,838	\$ 4,000	\$ 7,750
6. Transfers-Out	528,987	-	2,031,505	-	-	-	-
7. Total Expenditures & Transfers-Out:	<u>\$ 14,717,934</u>	<u>\$ -</u>	<u>\$ 11,895,129</u>	<u>\$ -</u>	<u>\$ 158,838</u>	<u>\$ 4,000</u>	<u>\$ 7,750</u>
8. Revenue in Excess of Expenditures	<u>\$ (156,360)</u>	<u>\$ 400,000</u>	<u>\$ 198,248</u>	<u>\$ 41,400</u>	<u>\$ 68,262</u>	<u>\$ (4,000)</u>	<u>\$ (5,050)</u>
9. Estimated Ending Balance:	<u><u>\$ 5,784,960</u></u>	<u><u>\$ 750,000</u></u>	<u><u>\$ 2,131,907</u></u>	<u><u>\$ 1,433,716</u></u>	<u><u>\$ (259,059)</u></u>	<u><u>\$ 396</u></u>	<u><u>\$ 4,146</u></u>

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City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

	Court Special Rev. Fund 133	Hotel Occupancy Fund 135	Economic Dev. Fund 136	Library Building Fund 138	Debt Service Fund 151	TIRZ Debt Service Fund 152	Park Development Fund 172
1. * Beginning Balance	\$ 168,984	\$ 58,376	\$ (69,890)	\$ 3	\$ 455,475	\$ (1,303)	\$ 87,623
2. Revenue	\$ 51,500	\$ 152,350	\$ -	\$ -	\$ 4,093,789	\$ 362,755	\$ 5,000
3. Transfers-in	-	-	17,500	-	1,239,355	1,394,059	-
4. Total Revenue & Transfers-in:	<u>\$ 51,500</u>	<u>\$ 152,350</u>	<u>\$ 17,500</u>	<u>\$ -</u>	<u>\$ 5,333,144</u>	<u>\$ 1,756,814</u>	<u>\$ 5,000</u>
5. Expenditures	\$ 7,500	\$ 115,000	\$ -	\$ -	\$ 4,219,561	\$ 1,755,512	\$ 76,000
6. Transfers-Out	17,500	36,892	-	-	1,394,059	-	-
7. Total Expenditures & Transfers-Out:	<u>\$ 25,000</u>	<u>\$ 151,892</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,613,620</u>	<u>\$ 1,755,512</u>	<u>\$ 76,000</u>
8. Revenue in Excess of Expenditures	<u>\$ 26,500</u>	<u>\$ 458</u>	<u>\$ 17,500</u>	<u>\$ -</u>	<u>\$ (280,475)</u>	<u>\$ 1,302</u>	<u>\$ (71,000)</u>
9. Estimated Ending Balance:	<u><u>\$ 195,484</u></u>	<u><u>\$ 58,835</u></u>	<u><u>\$ (52,390)</u></u>	<u><u>\$ 3</u></u>	<u><u>\$ 175,000</u></u>	<u><u>\$ (0)</u></u>	<u><u>\$ 16,623</u></u>

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City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

	2007 CO Bond Fund 182	2008 CO Bond Fund 184	2009 Tax Notes Fund 185	2010 CO Bond Fund 187	2013 GO Bond Fund 188	Water CIP Fund 331	Water Impact Fee Fund 332
1. * Beginning Balance	\$ 725,418	\$ 3,901,714	\$ 102,109	\$ 65,959	\$ -	\$ -	\$ (554,511)
2. Revenue	\$ 15,000	\$ 4,000	\$ 180	\$ -	\$ 5,545,150	\$ -	\$ 350,000
3. Transfers-in	-	-	-	-	-	-	-
4. Total Revenue & Transfers-in:	<u>\$ 15,000</u>	<u>\$ 4,000</u>	<u>\$ 180</u>	<u>\$ -</u>	<u>\$ 5,545,150</u>	<u>\$ -</u>	<u>\$ 350,000</u>
5. Expenditures	\$ 200,000	\$ -	\$ 87,045	\$ -	\$ 5,545,150	\$ -	\$ -
6. Transfers-Out	-	425,000	-	65,959	-	-	-
7. Total Expenditures & Transfers-Out:	<u>\$ 200,000</u>	<u>\$ 425,000</u>	<u>\$ 87,045</u>	<u>\$ 65,959</u>	<u>\$ 5,545,150</u>	<u>\$ -</u>	<u>\$ -</u>
8. Revenue in Excess of Expenditures	<u>\$ (185,000)</u>	<u>\$ (421,000)</u>	<u>\$ (86,865)</u>	<u>\$ (65,959)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 350,000</u>
9. Estimated Ending Balance:	<u><u>\$ 540,418</u></u>	<u><u>\$ 3,480,714</u></u>	<u><u>\$ 15,244</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (204,511)</u></u>

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City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

	Wastewater CIP Fund 341	Wastewater Impact Fee Fund 342	Grant Fund 410	Water Reuse Feasibility Study 411	Train Depot Renovation Donation 412	Mental Health Svcs Grant 413	Victims Coordinator Grant 414
1. * Beginning Balance	\$ -	\$ 6,389,604	\$ (19,388)	\$ (0)	\$ 130,000	\$ (0)	\$ 0
2. Revenue	\$ -	\$ 515,000	\$ -	\$ -	\$ -	\$ 71,426	\$ 36,181
3. Transfers-in	-	-	4,905	-	-	-	19,482
4. Total Revenue & Transfers-in:	<u>\$ -</u>	<u>\$ 515,000</u>	<u>\$ 4,905</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 71,426</u>	<u>\$ 55,663</u>
5. Expenditures	\$ -	\$ 4,500,000	\$ -	\$ -	\$ -	\$ 71,426	\$ 55,663
6. Transfers-Out	-	-	-	-	-	-	-
7. Total Expenditures & Transfers-Out:	<u>\$ -</u>	<u>\$ 4,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 71,426</u>	<u>\$ 55,663</u>
8. Revenue in Excess of Expenditures	<u>\$ -</u>	<u>\$ (3,985,000)</u>	<u>\$ 4,905</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
9. Estimated Ending Balance:	<u><u>\$ -</u></u>	<u><u>\$ 2,404,604</u></u>	<u><u>\$ (14,483)</u></u>	<u><u>\$ (0)</u></u>	<u><u>\$ 130,000</u></u>	<u><u>\$ (0)</u></u>	<u><u>\$ 0</u></u>

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City of Kyle, Texas
Summary of Proposed Budget
For Fiscal Year 2013-14

	Hazard Mitigation Grant 415	Library Mobile Grant 416	Public Educational & Government 450	Structural Demolition 610	OPEB Liability Fund 810	General Gov't Fixed Assets 910	Total Fund Balance
1. * Beginning Balance	\$ -	\$ -	\$ 52,290	\$ 0	\$ 144,317	\$ -	\$ 20,940,346
2. Revenue	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ 36,818,882
3. Transfers-in	-	-	-	-	80,000	-	4,499,901
4. Total Revenue & Transfers-in:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ 41,318,783</u>
5. Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 5,600	\$ -	\$ 40,861,616
6. Transfers-Out	-	-	-	-	-	-	4,499,901
7. Total Expenditures & Transfers-Out:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,600</u>	<u>\$ -</u>	<u>\$ 45,361,516</u>
8. Revenue in Excess of Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ -</u>	<u>\$ 74,400</u>	<u>\$ -</u>	<u>\$ (4,042,732)</u>
9. Estimated Ending Balance:	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 87,290</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 218,717</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 16,897,615</u></u>

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City of Kyle, Texas
Rates, Fees, and Charges Schedule - As of 8/27/13
Proposed FY 2013-14 Budget

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Admin/General Revenue						
General Administration Fees						
	Admin	Notary Services and Fees				
	Admin	Acknowledgements & Proofs	\$6.00	\$6.00	\$0.00	0.00%
	Admin	Certified Copies	\$6.00	\$6.00	\$0.00	0.00%
	Admin	Oaths and Affirmations	\$6.00	\$6.00	\$0.00	0.00%
	Admin	All other notarial acts not listed	\$6.00	\$6.00	\$0.00	0.00%
	Admin	*Exception to notary fee for PD and Court activity				
	General	Returned Check Fee (per check)	\$36.25	\$38.06	\$1.81	5.00%
	General	Black & White Copies (per side of 8 ½ x 11)	\$0.30	\$0.15	(\$0.15)	-50.00%
	General	Color Copies (per side of 8 ½ x 11)	\$0.60	\$0.65	\$0.05	8.33%
	General	Newspaper Publication Fee	\$181.15	\$190.21	\$9.06	5.00%
	General	Electronic Payment Processing Fee (per transaction)	\$2.50	\$2.50	\$0.00	0.00%
		For all Community Development transactions, an additional fee will be added based on the transaction total	N/A	2%	New	New
Chapter 11. Businesses						
11-99(2)	General	Release of a sealed coin-operated machine	\$15.00	\$15.75	\$0.75	5.00%
11-131(d)	General	Pool halls license (per table)	\$15.00	\$15.75	\$0.75	5.00%
Art. IX - Taxicabs						
11-311(a)	General	Taxicabs - Operating permit (maximum of five years)				
	General	First year	\$60.40	\$63.42	\$3.02	5.00%
	General	Additional years	\$30.20	\$31.71	\$1.51	5.00%
	General	New permit or expansion of number of taxicabs (per year)	\$60.40	\$63.42	\$3.02	5.00%
11-314	General	Taxicabs - Replacement permit	\$25.00	\$26.25	\$1.25	5.00%
Impact Fees						
50-259	General	Impact fee (based on plat filing date and # of LUEs)				
	General	Schedule of water impact fees/LUE*				
	General	* See below table for LUE determination				
	General	From incorporation to 9-17-1984	\$0.00	\$0.00	\$0.00	0.00%
	General	From 9-18-1984 to 4-14-1986	\$0.00	\$0.00	\$0.00	0.00%
	General	From 4-15-1986 to 6-27-1990	\$1,500.00	\$1,500.00	\$0.00	0.00%
	General	From 6-28-1990 to 2-17-1997	\$841.00	\$841.00	\$0.00	0.00%
	General	From 2-18-1997 to 4-02-2001	\$1,320.00	\$1,320.00	\$0.00	0.00%
	General	From 4-3-2001 to 3-03-2008	\$1,100.00	\$1,100.00	\$0.00	0.00%
	General	From 3-4-2008 to present	\$2,115.00	\$2,115.00	\$0.00	0.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	General	Schedule of sewer impact fees/LUE*				
	General	* See below table for LUE determination				
	General	From incorporation to 9-17-1984	\$0.00	\$0.00	\$0.00	0.00%
	General	From 9-18-1984 to 4-14-1986	\$1,000.00	\$1,000.00	\$0.00	0.00%
	General	From 4-15-1986 to 6-27-1990	\$1,500.00	\$1,500.00	\$0.00	0.00%
	General	From 6-28-1990 to 2-17-1997	\$1,062.00	\$1,062.00	\$0.00	0.00%
	General	From 2-18-1997 to 4-2-2001	\$1,132.00	\$1,132.00	\$0.00	0.00%
	General	From 4-03-2001 to 3-03-2008	\$1,613.00	\$1,613.00	\$0.00	0.00%
	General	From 3-4-2008 to present	\$2,216.00	\$2,216.00	\$0.00	0.00%
	General	LUE Determination Table				
	General	Estimated Maximum Expected Flow Rate (gpm)	Displacement & Multi-jet SRII & PMM	Compound C702, Table 1.	Turbine C701, Table 2. OMNI C2 & WVR*	Living Unit Equivalents (LUEs)
	General	10	5/8" x 3/4"			1
	General	15	3/4"			1.5
	General	25	1"			2.5
	General	50	1.5"			5
	General	80	2"	2"	1.5"	8
	General	100			2"	10
	General	160		3"		16
	General	240			3"	24
	General	250		4"		25
	General	420			4"	42
	General	500		6"		50
	General	800		8"		80
	General	920			6"	92
	General	1600			8" *	160
	General	* The WVR turbine meter is for 8" size only and does not have low flow accuracy capability.				

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Building Revenue						
Chapter 8. Building Regulations						
Art. IV - Building permit fee components						
8-99	Bldg	Valuation of the work is \$500.00 or less, but one or more inspections are required because work includes structural alterations, mechanical system, etc.	\$48.30	\$50.72	\$2.42	5.00%
	Bldg	Per required inspection	\$54.34	\$57.05	\$2.72	5.00%
8-100	Bldg	Base permit fees				
	Bldg	Single-family residential (in square feet)				
	Bldg	900 or less	\$147.54	\$154.92	\$7.38	5.00%
	Bldg	901--1,200	\$250.83	\$263.38	\$12.54	5.00%
	Bldg	1,201--1,500	\$339.36	\$356.32	\$16.97	5.00%
	Bldg	1,501--2,000	\$427.88	\$449.27	\$21.39	5.00%
	Bldg	2,001--2,500	\$604.93	\$635.18	\$30.25	5.00%
	Bldg	2,501--3,000	\$870.58	\$914.11	\$43.53	5.00%
	Bldg	3,001+	\$959.03	\$1,006.98	\$47.95	5.00%
	Bldg	Per each additional 1,000 square feet or fraction	\$75.47	\$79.24	\$3.77	5.00%
	Bldg	Base permit fees				
	Bldg	Commercial and multifamily (in square feet)				
	Bldg	100 or less	\$141.12	\$148.18	\$7.06	5.00%
	Bldg	100--500	\$208.29	\$218.71	\$10.41	5.00%
	Bldg	1--1,000	\$258.28	\$271.20	\$12.91	5.00%
	Bldg	1,001--1,500	\$357.24	\$375.10	\$17.86	5.00%
	Bldg	1,501--2,000	\$450.97	\$473.51	\$22.55	5.00%
	Bldg	2,001--2,500	\$525.18	\$551.44	\$26.26	5.00%
	Bldg	2,501--3,000	\$583.75	\$612.94	\$29.19	5.00%
	Bldg	3,001--3,500	\$642.34	\$674.46	\$32.12	5.00%
	Bldg	3,501--4,000	\$700.92	\$735.96	\$35.05	5.00%
	Bldg	4,001--4,500	\$759.49	\$797.47	\$37.97	5.00%
	Bldg	4,501--5,000	\$818.07	\$858.97	\$40.90	5.00%
	Bldg	5,001--8,000	\$1,169.58	\$1,228.06	\$58.48	5.00%
	Bldg	8,001--11,000	\$1,781.44	\$1,870.51	\$89.07	5.00%
	Bldg	11,001--14,000	\$2,914.04	\$3,059.74	\$145.70	5.00%
	Bldg	14,001--17,000	\$3,265.53	\$3,428.80	\$163.28	5.00%
	Bldg	17,001--20,000	\$3,617.03	\$3,797.88	\$180.85	5.00%
	Bldg	20,001--25,000	\$4,463.21	\$4,686.37	\$223.16	5.00%
	Bldg	25,001--30,000	\$5,049.04	\$5,301.49	\$252.45	5.00%
	Bldg	30,001--35,000	\$5,633.06	\$5,914.71	\$281.65	5.00%
	Bldg	35,001+	\$5,633.06	\$5,914.71	\$281.65	5.00%
Bldg	Per each additional 1,000 square feet or fraction	\$144.90	\$152.15	\$7.25	5.00%	

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
8-101	Bldg	Cost to review such plans				
	Bldg	Residential percentage of base fee	25%	25%	N/A	N/A
	Bldg	Multifamily & Commercial percentage of base fee plus rate/hour for hours worked	25% plus \$102.64/hour	25% plus \$107.78/hour	\$5.14	5.00%
8-102	Bldg	Inspection fees (multiplied by the minimum number of inspections required pursuant to codes)				
	Bldg	Single-family dwelling	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Multi-family and commercial	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Inspection fee for testing of lead and no direct connection between public drinking water supply and a potential source contamination exists as required by TCEQ	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Reinspections				
	Bldg	Single-family dwellings	\$60.40	\$63.42	\$3.02	5.00%
	Bldg	Multifamily and commercial	\$72.45	\$76.07	\$3.62	5.00%
	Bldg	For each inspection requested out of sequence	\$54.35	\$57.07	\$2.72	5.00%
8-103	Bldg	Other building permit fees				
	Bldg	Moving structures (plus police escort fee)	\$120.75	\$126.79	\$6.04	5.00%
	Bldg	Demolition permits	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	For each required demolition inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Manufactured or mobile home (if not installed by a registered retailer or installer)/Job Trailer	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Per required inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Swimming pools and spas (construction or installation)	\$120.75	\$126.79	\$6.04	5.00%
	Bldg	For each required pool/spa inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Irrigation and backflow prevention assembly	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	For each required inspection	\$48.30	\$50.72	\$2.42	5.00%
	Bldg	Certain structures with roof	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	Per each required inspection	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	(Construction of porches, patios, decks, carports, storage sheds, etc., under roof and not otherwise permitted)				
	Bldg	Remodeling and alterations	\$48.30	\$50.72	\$2.42	5.00%
	Bldg	(Structural alterations, repairs, and remodeling on all structures, including shell buildings and mobile or manufactured homes, for which a permit is not otherwise required if less than 200 sq. ft.)				
	Bldg	Single-family residential per required inspection	\$54.34	\$57.05	\$2.72	5.00%
Bldg	Multifamily and commercial per required inspection	\$66.41	\$69.73	\$3.32	5.00%	

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	Bldg	Certificate of occupancy fee				
	Bldg	(If vacant or unused for one year, an inspection will be performed to determine the requirements to bring the building or other structure into compliance with current city ordinances and life, safety and health codes for the intended occupancy)				
	Bldg	Single-family residential	\$78.49	\$82.41	\$3.92	5.00%
	Bldg	Multifamily, commercial or industrial	\$90.56	\$95.09	\$4.53	5.00%
	Bldg	Required inspection time (per hour; one-hour minimum)	\$78.49	\$82.41	\$3.92	5.00%
8-105	Bldg	Existing buildings and structures				
	Bldg	Single-family	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Multifamily and commercial	\$90.56	\$95.09	\$4.53	5.00%
8-106	Bldg	Construction in extraterritorial jurisdiction (ETJ)				
	Bldg	Residential (minimum)	\$42.26	\$44.38	\$2.11	5.00%
	Bldg	Per inspection required	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Commercial Plumbing	\$54.34	\$57.05	\$2.72	5.00%
	Bldg	Multifamily and commercial per inspection	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Food/Beverage Establishment				
	Bldg	(Food Service, retail food, food processing plant or warehouse) Permit valid from Oct 01 to Sept 30				
	Bldg	1 to 5 (\$120.75)	1 to 5 (\$120.75)	1 to 5 (\$126.79)	\$6.04	5.00%
	Bldg	6 to 19 (\$181.15)	6 to 19 (\$181.15)	6 to 19 (\$190.21)	\$9.06	5.00%
	Bldg	20 plus (\$301.90)	20 plus (\$301.90)	20 plus (\$317.00)	\$15.10	5.00%
	Bldg	Expired permit late fee	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	Plan Review fee	50% of permit fee	50% of permit fee	Varies	5.00%
	Bldg	Fire Protection Inspections				
	Bldg	Fire line underground	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Underground hydrostatic test	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Sprinkler pipe visual	\$181.15 minimum	\$190.21 minimum	\$9.06	5.00%
	Bldg	(Less than or equal to 50 heads)	\$0.63/head for ≤ 50	\$0.66/head for ≤ 50	\$0.03	5.00%
	Bldg	(More than 50 heads)	\$60.38 for > 50	\$63.40 for > 50	\$3.02	5.00%
	Bldg	Above ground hydrostatic test	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Kitchen hood	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Sprinkler final	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Alarm System Final	\$120.75 minimum	\$126.79 minimum	\$6.04	5.00%
	Bldg	(Less than or equal to 20 devices)	\$0.63/device for ≤20	\$0.66/device for ≤20	\$0.03	5.00%
	Bldg	(More than 20 devices)	\$60.38 for > 20	\$63.40 for > 20	\$3.02	5.00%
	Bldg	Fire Final	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Access Control Gates	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Underground/above ground storage tank	\$187.16	\$196.52	\$9.36	5.00%
	Bldg	Plan Review (\$50 minimum)	\$0.01/sq.ft.	\$0.01/sq.ft.	\$0.00	0.00%
	Bldg	Building administrative fees	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	Holiday/Weekend Inspection - Commercial Base Fee	\$69.58	\$73.05	\$3.48	5.00%
	Bldg	Holiday/Weekend Inspection - Residential Base Fee	\$56.93	\$59.77	\$2.85	5.00%
	Bldg	Holiday/Weekend Inspection - Hourly Rate for Commercial and Residential (One Hour Minimum)	\$43.38	\$45.55	\$2.17	5.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Art. V - Mobile homes, manufactured homes and parks						
8-151	Bldg	Construction of a permanent residential and/or commercial structure in any mobile home park	\$199.24	\$209.20	\$9.96	5.00%
	Bldg	Plus per space amount	\$12.08	\$12.68	\$0.60	5.00%
8-152	Bldg	Mobile home owner's inspection certificate for initial hookup	\$33.23	\$34.89	\$1.66	5.00%
	Bldg	Reinspection	\$19.95	\$20.95	\$1.00	5.00%
	Bldg	Mobile home park certificate of inspection	\$66.41	\$69.73	\$3.32	5.00%
	Bldg	Plus per space amount	\$1.21	\$1.27	\$0.06	5.00%
8-224	Bldg	Reinspection	\$19.95	\$20.95	\$1.00	5.00%
	Bldg	Model home permit (for each application or resubmittal rejected application--to occupy)	\$66.41	\$69.73	\$3.32	5.00%
11-168	Bldg	Itinerant merchant (Solicitor's Permit), itinerant vendor license (per quarter)	\$30.20	\$31.75	\$1.55	5.00%
	Bldg	Mobile Food Vendor (Cold - per quarter)	\$45.30	\$47.50	\$2.20	5.00%
	Bldg	Mobile Food Vendor (Hot - per quarter)	\$52.80	\$55.50	\$2.70	5.00%
	Bldg	Temp Food Vendor (Cold - per month)	\$18.10	\$19.00	\$0.90	5.00%
	Bldg	Temp Food Vendor (Hot - per month)	\$21.15	\$22.25	\$1.10	5.00%
Chapter 29. Signs						
29-70	Bldg	Permit fee (based on gross surface area square footage)				
	Bldg	Up to 40	\$30.19	\$31.70	\$1.51	5.00%
	Bldg	41 to 60	\$60.38	\$63.39	\$3.02	5.00%
	Bldg	61 to 120	\$120.75	\$126.79	\$6.04	5.00%
	Bldg	121 to 200	\$211.31	\$221.88	\$10.57	5.00%
	Bldg	201 and larger	\$392.44	\$412.06	\$19.62	5.00%
	Bldg	Contractor Registration Fee (Annual)	\$12.05	\$12.65	\$0.60	5.00%

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Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Court Revenue						
Chapter 14. Courts						
14-60	Court	Nonstandardized sheet size, postal charges	Actual costs	Actual costs	Varies	Varies
	Court	All other court fees are established in accordance to C.C.P (Court of Criminal Procedures) Chapter 102, Subchapter C, Article 102.071. http://www.statutes.legis.state.tx.us/Docs/CR/htm/CR.102.htm				

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Library Revenue						
Article V: Ord No: 358 Section 2-465. Library						
	Library	Printing and Photocopying Fees				
	Library	Color Printing (per page)	\$0.60	\$0.65	\$0.05	8.33%
	Library	Black/White Printing (per page)	\$0.15	\$0.15	\$0.00	0.00%
	Library	Photocopying Fee (per page if one-sided)	\$0.15	\$0.15	\$0.00	0.00%
	Library	Photocopying Fee (per page if double-sided)	\$0.30	\$0.30	\$0.00	0.00%
	Library	Overdue Books/DVDs/VHS Fees				
	Library	Overdue Book (per day) + associated postage costs	\$0.15	\$0.15	\$0.00	0.00%
	Library	Overdue DVD or VHS tape (per day) + associated postage costs	\$0.30	\$0.30	\$0.00	\$0.00
	Library	Lost or damaged library item	Cost of item plus any overdue fees	Cost of item plus any overdue fees	N/A	N/A
	Library	Handling fee for lost or damaged library item	N/A	\$5.00	New	New
	Library	Fax Fees				
	Library	Incoming (per page)	\$0.30	\$0.30	\$0.00	0.00%
	Library	Outgoing				
	Library	Up to 5 pages	\$2.40	N/A	N/A	N/A
	Library	6 – 10 pages	\$4.85	N/A	N/A	N/A
	Library	11 – 15 pages	\$7.25	N/A	N/A	N/A
	Library	16 – 20 pages	\$9.65	N/A	N/A	N/A
	Library	21 – 25 pages	\$12.10	N/A	N/A	N/A
	Library	Per Set of 1 - 5 Pages	N/A	\$2.50	\$0.10	4.17%
	Library	International Fax				
	Library	Up to 5 pages	\$4.85	N/A	N/A	N/A
	Library	6 – 10 pages	\$9.65	N/A	N/A	N/A
	Library	11 – 15 pages	\$14.50	N/A	N/A	N/A
	Library	16 - 20 pages	\$19.30	N/A	N/A	N/A
	Library	21 - 25 pages	\$24.15	N/A	N/A	N/A
	Library	Per Set of 1 - 5 Pages	N/A	\$5.00	\$0.15	3.09%
	Library	Inter-Library Lending Fee (per book)	\$2.10	\$2.20	\$0.10	4.76%
	Library	Replacement Library Card	\$2.00	\$2.10	\$0.10	5.00%
	Library	Guest Computer Pass	\$1.00	\$1.00	\$0.00	0.00%
	Library	Community Room				
	Library	\$20/per event (up to 2 hours) for each event occurring after initial event (up to 2 hours at no charge) each month	N/A	\$20.00	New	New
	Library	Clean-up fee for one side of Community Room if food is served	\$75.00	\$79.00	\$4.00	5.33%
	Library	Clean-up fee for both sides of Community Room if food is served	\$150.00	\$158.00	\$8.00	5.33%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
PARD Revenue						
Chapter 26. Parks and Recreation						
26-146(a)(1)	PARD	Community Rooms - Kyle Resident (per hour)	\$35.00	\$37.00	\$2.00	5.71%
	PARD	Community Rooms - Kyle Resident (per day)	\$175.00	\$184.00	\$9.00	5.14%
	PARD	Community Rooms - Non-Kyle Resident (per hour)	\$70.00	\$74.00	\$4.00	5.71%
	PARD	Community Rooms - Non-Kyle Resident (per day)	\$350.00	\$368.00	\$18.00	5.14%
26-146(a)(3)	PARD	Gazebo-City Square Park - Kyle Resident (per hour)	\$15.00	\$16.00	\$1.00	6.67%
26-146(a)(3)	PARD	Gazebo-City Square Park - Non-Kyle Resident (per hour)	\$30.00	\$32.00	\$2.00	6.67%
	PARD	Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per hour)	\$105.00	\$110.00	\$5.00	4.76%
	PARD	Historic Kyle City Hall - Kyle Resident (10% Discount for KASZ Members) (per day)	\$525.00	\$551.00	\$26.00	4.95%
	PARD	Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per hour)	\$210.00	\$220.00	\$10.00	4.76%
	PARD	Historic Kyle City Hall - Non- Kyle Resident (10% Discount for KASZ Members) (per day)	\$1,050.00	\$1,102.00	\$52.00	4.95%
26-146(a)(4)	PARD	Sports Field - Kyle Resident				
	PARD	Without lights (per hour)	\$15.00	\$16.00	\$1.00	6.67%
	PARD	With lights (per hour)	\$30.00	\$32.00	\$2.00	6.67%
26-146(a)(4)	PARD	Sports Field - Non-Kyle Resident				
	PARD	Without lights (per hour)	\$30.00	\$31.50	\$1.50	5.00%
	PARD	With lights (per hour)	\$60.00	\$63.00	\$3.00	5.00%
26-146(a)(5)	PARD	Concession Sales – Kyle Resident (per hour)	\$15.00	\$16.00	\$1.00	6.67%
26-146(a)(5)	PARD	Concession Sales – Non Kyle Resident (per hour)	\$30.00	\$32.00	\$2.00	6.67%
	PARD	Food Truck Permit (Per Month)	\$50.00	\$53.00	\$3.00	6.00%
26-146(a)(6)	PARD	Covered Pavilion – Kyle Resident (per hour)	\$25.00	\$27.00	\$2.00	8.00%
26-146(a)(6)	PARD	Covered Pavilion – Non Kyle Resident (per hour)	\$50.00	\$53.00	\$3.00	6.00%
26-146(a)(7)	PARD	Portable Table Rentals in all parks and pool (per day)	\$10.00	\$11.00	\$1.00	10.00%
26-146(a)(8)	PARD	Tournament Rental (Sports Complex at Gregg-Clarke Park Includes Fields # 1 - # 4) (per day)	\$500.00	\$525.00	\$25.00	5.00%
26-146(a)(9)	PARD	Banner Ads at Gregg-Clarke Park (annual per square foot - based on location)	\$5.00 - \$15.00	\$5.00 - \$15.00	\$0.00	0.00%
	PARD	Private Event Rental Clean-Up Deposit (only \$100 is refundable)	\$102.50 plus add'l expenses incurred over deposit	\$102.50 plus add'l expenses incurred over deposit	\$0.00	0.00%
	PARD	Special Event Rental Clean-Up Deposit (only \$500 is refundable)	\$502.50 plus add'l expenses incurred over deposit	\$502.50 plus add'l expenses incurred over deposit	\$0.00	0.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
26-146(a)(8)	PARD	Swimming Pool				
	PARD	Open Swim Fees				
	PARD	Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$1.00	\$1.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$2.00	\$2.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$3.00	\$3.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$1.00	\$1.00	\$0.00	0.00%
PARD	Non-Kyle residents (ages 4 and above)	\$4.00	\$4.00	\$0.00	0.00%	
	PARD	Season Pass				
	PARD	Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$78.00	\$78.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Family of five (additional family member(s) must purchase pass in their age group)	\$160.00	\$160.00	\$0.00	0.00%
	PARD	Non-Kyle residents				
	PARD	Ages 3 and under	N/A	N/A	\$0.00	0.00%
	PARD	Ages 4 - 12	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$104.00	\$104.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$104.00	\$104.00	\$0.00	0.00%
PARD	Family of five (additional family member must purchase pass in their age group)	\$320.00	\$320.00	\$0.00	0.00%	
	PARD	Punch Card (Equals 15 Visits)				
	PARD	Kyle residents				
	PARD	Ages 4 - 12	\$13.00	\$13.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$26.00	\$26.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$39.00	\$39.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$13.00	\$13.00	\$0.00	0.00%
	PARD	Non-Kyle residents				
	PARD	Ages 4 - 12	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 13 - 17	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 18 - 54	\$52.00	\$52.00	\$0.00	0.00%
	PARD	Ages 55 and above	\$52.00	\$52.00	\$0.00	0.00%
	PARD	BOGO Season Passes & Punch Cards:				
	PARD	October 1 - March 31 (COB)	Buy One Get One-ELV	Buy One Get One-ELV	\$0.00	0.00%
	PARD	Private rental of Kyle Pool, includes lifeguards (two-hour minimum; cost depends on number of guests/swimmers) Kyle Resident or Non-Resident	\$60.00 - \$250.00/Hour	\$60.00 - \$250.00/Hour	\$0.00	0.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	PARD	Swim Lessons (Kyle Resident and Non-Resident)				
	PARD	Group Swim Lessons (per session)	\$53.00	\$56.00	\$3.00	5.66%
	PARD	Preschool Swim Lessons (per session)	\$48.00	\$50.00	\$2.00	4.17%
	PARD	Private Swim Lessons (per session)	\$78.00	\$82.00	\$4.00	5.13%
	PARD	Parent-Tot Swim Lessons (per session)	\$53.00	\$56.00	\$3.00	5.66%
	PARD	Swim Team	N/A	\$160.00	New	New
26-146(b)	PARD	PARD Programs				
	PARD	Polar Bear Swim (per person)	\$25.00	\$26.00	\$1.00	4.00%
	PARD	Sports Leagues (per person)	\$25.00 - \$125.00	\$25.00 - \$125.00	\$0.00	0.00%
	PARD	Hooked on Fishing Programs (per person)	\$25.00 - \$75.00	\$25.00 - \$75.00	\$0.00	0.00%
	PARD	Safety Training Programs	\$10.00 - \$175.00	\$10.00 - \$250.00	Varies	Varies
	PARD	Family Fun Ride	N/A	\$5.00 - \$15.00	New	New
	PARD	Summer Youth Camps - Registration	\$30.00	\$32.00	\$2.00	6.67%
	PARD	Summer Youth Camps - Per week, per child	\$115.00	\$120.00	\$5.00	4.35%
	PARD	Family Campout	\$120.00/family of 4 plus \$25.00 per each additional person	\$126.00/family of 4 plus \$26.00 per each additional person	\$6 and \$1	Varies
	PARD	Recreation Contract Programs	Refer to contract for rates and commission	Refer to contract for rates and commission	N/A	N/A
	PARD	Teen Nights	\$6.50/person	\$2 - \$15/person	Varies	Varies
	PARD	July 4 th Fireworks - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Movies in the Park - Sponsor Fees (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Office Point of Purchase Sales (varies based on product)	\$1.00 - \$50.00	\$1.00 - \$50.00	\$0.00	0.00%
	PARD	Santa's Arrival & School Choirs				
	PARD	Booth Spaces	\$45.00 - \$90.00	\$45.00 - \$90.00	\$0.00	0.00%
	PARD	Sponsorships (depends on donation amount)	\$1.00 - \$10,000.00	\$1.00 - \$10,000.00	\$0.00	0.00%
	PARD	Jubilee				
	PARD	Gate Admission	N/A	\$2/person or \$5/carload	New	New
	PARD	Booth Spaces	N/A	\$45.00 - \$90.00	New	New
	PARD	Sponsorships (depends on donation amount)	N/A	\$1.00 - \$10,000.00	New	New
	PARD	Texas Hunting and Fishing Licenses Rates Vary - Set by State of Texas - please refer to http://www.tpwd.state.tx.us/business/licenses/public/recreational/ for the current amount being charged. The amount listed on the website does include a 5% sales commission to the City.				
Chapter 41. Subdivisions						
41-147(b)	PARD	Parkland dedication fee - Land (per LUE at final plat)	\$600.00/LUE	\$600.00/LUE	\$0.00	0.00%
	PARD	Parkland dedication fee - Improvements/Facilities (per LUE at final plat)	\$600.00/LUE	\$600.00/LUE	\$0.00	0.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
PD Revenue						
Chapter 5. Animals						
5-156(d)	PD	Adoption of animals from shelter	\$90.55	\$95.08	\$4.53	5.00%
5-184	PD	Failure of a dog or cat to wear a vaccination tag	\$24.15	\$25.36	\$1.21	5.00%
5-185	PD	Annual Animal License Fee - Unneutered dog or cat	\$10.00	\$10.50	\$0.50	5.00%
	PD	Annual Animal License Fee - Neutered dog or cat	\$5.00	\$5.25	\$0.25	5.00%
	PD	Annual Animal License Fee - Other animals	\$5.00	\$5.25	\$0.25	5.00%
5-213(a)	PD	Commercial animal enterprises and multiple animal ownership				
	PD	Circus or zoo	\$603.75	\$633.94	\$30.19	5.00%
	PD	Commercial animal enterprise	\$120.75	\$126.79	\$6.04	5.00%
	PD	Multiple animal owner	\$60.38	\$63.39	\$3.02	5.00%
	PD	Guard dog	\$60.38	\$63.39	\$3.02	5.00%
	PD	Annual renewal fee for all	\$60.38	\$63.39	\$3.02	5.00%
5-9 (all fees)	PD	Impoundment Fee (Per Animal Captured) - San Marcos Animal Shelter				
	PD	Unneutered Dog or Cat - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Neutered Dog or Cat - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Fowl or Other Small Animal - First Time	\$21.74	\$21.74	\$0.00	0.00%
	PD	Second Time	\$36.23	\$36.23	\$0.00	0.00%
	PD	Third Time	\$72.45	\$72.45	\$0.00	0.00%
	PD	Livestock - First Time	\$60.38	\$60.38	\$0.00	0.00%
	PD	Second Time	\$241.50	\$241.50	\$0.00	0.00%
	PD	Third Time	\$422.63	\$422.63	\$0.00	0.00%
	PD	Zoological and/or Circus Animal - First Time	\$120.75	\$120.75	\$0.00	0.00%
	PD	Second Time	\$241.50	\$241.50	\$0.00	0.00%
	PD	Third Time	\$603.75	\$603.75	\$0.00	0.00%
	PD	More than four violations by any pet or combination thereof owned by the same person in three years or less shall be a flat fee for each impoundment thereafter	\$603.75	\$603.75	\$0.00	0.00%
	PD	Impoundment Fee (Per Animal Captured)				
	PD	Owner/Harbored Animal Surrender Fees				
	PD	Cats	\$30.19	\$0.00	(\$30.19)	-100.00%
	PD	Dogs	\$30.19	\$0.00	(\$30.19)	-100.00%
	PD	Litters dogs or cats	\$54.34	\$0.00	(\$54.34)	-100.00%
	PD	Other small animals	\$12.08	\$0.00	(\$12.08)	-100.00%
PD	Large animals	N/A	N/A	N/A	N/A	

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
11-282	PD	Commercial Towing and Wrecker Service				
	PD	Within City Limits	\$60.38	\$63.39	\$3.02	5.00%
	PD	Outside City Limits	\$60.38	\$63.39	\$3.02	5.00%
	PD	Per Mile	\$1.21	\$1.27	\$0.06	5.00%
	PD	Dolly Required Tow	\$84.53	\$88.75	\$4.23	5.00%
	PD	Exceptional labor (per hour; one hour minimum)	\$30.19	\$31.70	\$1.51	5.00%
	PD	Does not include normal hook-up procedures or routine cleanup when it takes 30 minutes or less				
	PD	Storage for first five days for storage fees (per day)	\$6.04	\$6.34	\$0.30	5.00%
	PD	After first five days (per day)	\$8.45	\$8.88	\$0.42	5.00%
	PD	Separate charge for a trailer				
	PD	Inside storage fees requested by the owner or operator of the vehicle (per day)	\$12.08	\$12.68	\$0.60	5.00%
	PD	If inside storage is requested by police department, the city shall pay the difference between the regular and inside storage fee				
	PD	Waiting at the scene for permission to remove vehicle after first 30 minutes (per hour)	\$24.15	\$25.36	\$1.21	5.00%
	PD	Exceptional labor used to retrieve a vehicle from a river, creek, or any waterway	Actual costs	Actual costs	N/A	N/A
11-283	PD	Administration fee for each nonconsent or motor vehicle accident tow performed	\$6.04	\$6.34	\$0.30	5.00%
11-285	PD	Vehicles released during hours other than normal business	\$24.15	\$25.36	\$1.21	5.00%
23-241(b)	PD	Abandoned motor vehicles (garagekeepers report)	\$12.08	\$12.68	\$0.60	5.00%
	PD	Crash Report Fee - Requested Online (per report)				
	PD	Total Charge	\$6.00	\$6.00	\$0.00	0.00%
	PD	PoliceReports.us Fee	\$2.50	\$2.50	\$0.00	0.00%
	PD	Net Amount Remitted to City	\$3.50	\$3.50	\$0.00	0.00%
	PD	Crash Report Fee - Requested at PD (per report)	\$6.00	\$6.00	\$0.00	0.00%
	PD	PD Certification of Crash Report (per report; in addition to Crash Report Fee)	\$2.00	\$2.00	\$0.00	0.00%
	PD	Local Background / Police Clearance Letter	\$5.00	\$10.00	\$5.00	100.00%
	PD	False Alarm Fee (Per Incident) - Number of violations is calculated over a rolling 12-month period				
		3 or Less	\$0.00	\$0.00	\$0.00	0.00%
		4 - 5	\$50.00	\$52.50	\$2.50	5.00%
		6 - 7	\$75.00	\$78.75	\$3.75	5.00%
		8 or More	\$100.00	\$105.00	\$5.00	5.00%
	PD	Mass Gathering Fees				
		Permit Fee	\$300.00	\$300.00	\$0.00	0.00%
		Inspection Fee	Actual costs	Actual costs	\$0.00	0.00%
	PD	All other police department fees are established in accordance to the AG Charge Schedule authorized by the Texas Administrative Code, Title 1, Part 3, Chapter 70, Rule Section 70.3. http://info.sos.state.tx.us/pls/pub/readac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3				

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Planning Revenue						
Subdivision Plats						
8-108	Plan	Concept plan (filing and review) - Base	\$1,058.01	\$1,110.91	\$52.90	5.00%
	Plan	Concept plan (filing and review) - + Per Acre Fee	\$17.25	\$18.11	\$0.86	5.00%
8-109	Plan	Short form plat - Base	\$431.70	\$453.29	\$21.59	5.00%
8-115	Plan	Short form plat - + Per Lot Fee	\$5.75	\$6.04	\$0.29	5.00%
8-110	Plan	Preliminary plan - Base	\$954.84	\$1,002.58	\$47.74	5.00%
	Plan	Preliminary plan - + Per Lot Fee	\$5.75	\$6.04	\$0.29	5.00%
8-111	Plan	Final plat - Base	\$1,088.34	\$1,142.76	\$54.42	5.00%
	Plan	Final plat - + Per Acre Fee	\$17.25	\$18.11	\$0.86	5.00%
8-112	Plan	Site development - Base	\$1,554.08	\$1,631.78	\$77.70	5.00%
	Plan	Site development - + Per Acre Fee	\$86.25	\$90.56	\$4.31	5.00%
8-113	Plan	Engineer review fee (total amount billed to city, plus ten percent)	Varies	Varies	N/A	N/A
8-114	Plan	Plat vacation (plus all estimated county recording fees)	\$295.47	\$310.24	\$14.77	5.00%
8-116	Plan	Subdivision variance request (in advance for each variance requested)	\$537.65	\$564.53	\$26.88	5.00%
8-117	Plan	Construction inspection (total amount deposited prior to start of construction) For construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges	2% of estimated cost	2% of estimated cost	N/A	N/A
8-118	Plan	Zoning change and variances - Base	\$407.68	\$428.06	\$20.38	5.00%
	Plan	Zoning change and variances - + Per Acre Fee	\$3.45	\$3.62	\$0.17	5.00%
	Plan	Plum Creek PUD Substantial Amendment	N/A	\$407.68+\$3.45 per acre + newspaper notification fee	New	New
	Plan	Plum Creek PUD Minor Amendment	N/A	\$200.00	New	New
	Plan	Each applicant requested postponement of zoning request	\$66.40	\$69.72	\$3.32	5.00%
	Plan	Zoning Verification Letter	\$60.40	\$63.42	\$3.02	5.00%
	Plan	Public Improvement Construction Plan Review + 1.5% of value of improvements	\$1,750.97	\$1,838.52	\$87.55	5.00%
	Plan	Small Site Development	\$851.88	\$894.47	\$42.59	5.00%
	Plan	Requested Code Amendment	N/A	\$200 (plus newspaper notification fee)	New	New
	Plan	Voluntary Annexation	N/A	\$850 (plus newspaper notification fee)	New	New
	Plan	Newspaper notification fee	\$181.15	\$190.21	\$9.06	5.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Chapter 53. Zoning						
53-639	Plan	Recreational vehicle park district (annual park license)				
	Plan	First ten lots	\$120.75	\$126.79	\$6.04	5.00%
	Plan	Per each additional lot	\$6.04	\$6.34	\$0.30	5.00%
53-895	Plan	Application for conditional use permit	\$181.15	\$190.21	\$9.06	5.00%
	Plan	Plus per acre	\$3.60	\$3.78	\$0.18	5.00%
	Plan	Maps for sale (fees)				
	Plan	Tabloid size (11" x 17")	\$12.10	\$5.00	(\$7.10)	-58.68%
	Plan	Arch. C-Size (24" x 36")	\$30.20	\$15.00	(\$15.20)	-50.33%
	Plan	Custom (formula: \$25.00 base + \$25.00 per hr)	Variable price	Variable price	\$0.00	0.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Public Works Revenue						
Chapter 38. Streets, Sidewalks and Other Public Places						
38-139	PW	Construction permit (alteration in right-of-way)	\$301.88	\$316.97	\$15.09	5.00%
	PW	Plus any engineering fees incurred				
	PW	Per month of duration of permit	\$60.38	\$63.39	\$3.02	5.00%
38-140	PW	Excavation permit (alteration in right-of-way)	\$301.88	\$316.97	\$15.09	5.00%
	PW	Plus any engineering fees incurred				
	PW	Per month of duration of permit	\$60.38	\$63.39	\$3.02	5.00%
38-144	PW	Certificate of occupation per year and per linear foot (permanent structure in right-of-way)	\$15.00/linear foot	\$15.75/linear foot	\$0.75	5.00%
38-145	PW	Temporary obstruction or occupation of the right-of-way	\$150.00	\$157.50	\$7.50	5.00%
38-153	PW	Appeal from permit revocation or other action	\$150.00	\$157.50	\$7.50	5.00%
Chapter 50. Utilities						
50-20(a)	PW	Water and sewer system tap fees				
	PW	Water tap				
	PW	Inside city	\$207.00 + Cost	\$217.35 + Cost	\$10.35	5.00%
	PW	Outside city	\$261.60 + Cost	\$274.68 + Cost	\$13.08	5.00%
	PW	Sewer tap				
	PW	Inside city	\$207.00 + Cost	\$217.35 + Cost	\$10.35	5.00%
	PW	Outside city	\$261.60 + Cost	\$274.68 + Cost	\$13.08	5.00%
	PW	Water Flow Tests	\$57.50	\$60.38	\$2.88	5.00%
	PW	Water Bac-T (Bacteria) Samples	\$57.50 for first sample + \$16.00 for each add'l sample	\$60.38 for first sample + \$17.00 for each add'l sample	\$2.88	5.00%
Art. V - Industrial Waste						
50-211(d)	PW	Tests for waste of abnormal strength	\$6.05	\$6.35	\$0.30	5.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
Utility Billing Revenue						
50-21	UB	Service Connection Fee				
	UB	Water, sewer, and trash customers	\$60.38	\$63.39	\$3.02	5.00%
	UB	Wastewater customers only-service charge	\$30.19	\$31.70	\$1.51	5.00%
	UB	Emergency shut off fee	\$60.38	\$63.39	\$3.02	5.00%
	UB	After hours turn on fee	\$60.38	\$63.39	\$3.02	5.00%
	UB	Meter Test (3rd Party)				
	UB	Residential meter	\$114.71	\$120.45	\$5.74	5.00%
	UB	Commercial meter	\$211.31	\$221.88	\$10.57	5.00%
	UB	Meter tampering fee	\$603.75 + Possible	\$633.94 + Possible	\$30.19	5.00%
UB	Late payment penalty	10% of outstanding balance	10% of outstanding balance	N/A	N/A	
50-22	UB	Deposit for water, sewer and trash collection services (per	\$90.56	\$95.09	\$4.53	5.00%
	UB	Deposit for sewer and trash collection services only (per LUE)	\$60.38	\$63.39	\$3.02	5.00%
	UB	Fire Hydrant Deposit	\$1,380.00	\$1,449.00	\$69.00	5.00%
	UB	Fire Hydrant Minimum Charge (monthly)	\$138.42	\$145.34	\$6.92	5.00%
	UB	Delinquent Billing Fee (Disconnect/Reconnect)				
	UB	Within corporate limits of the city	\$52.50	\$55.13	\$2.63	5.00%
	UB	Outside corporate limits of the city	\$72.45	\$76.07	\$3.62	5.00%
	UB	Additional deposit may be required (calculated)				
	UB	Delinquent Billing Fee (Disconnect List Only)	\$36.23	\$38.04	\$1.81	5.00%
	UB	Transfer of service fee (within the city)	\$36.23	\$38.04	\$1.81	5.00%
	UB	Cost of Meter (initial install of meter - actual City cost plus ten percent)	Varies	Varies	N/A	N/A
	UB	Service Charge for Inspection Turn On	\$69.00	\$72.45	\$3.45	5.00%
50-23	UB	Water Minimum Charge (monthly)				
	UB	Inside city				
	UB	Single-family residential				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%	

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Multifamily residential				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
	UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%
	UB	Commercial				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
	UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%
	UB	Irrigation				
	UB	5/8 and 3/4 inch	\$27.69	\$33.23	\$5.54	20.00%
	UB	1-inch	\$41.53	\$49.83	\$8.31	20.00%
	UB	1 1/2-inch	\$69.20	\$83.04	\$13.84	20.00%
	UB	2-inch	\$138.42	\$166.10	\$27.68	20.00%
	UB	3-inch	\$221.46	\$265.75	\$44.29	20.00%
	UB	4-inch	\$442.92	\$531.50	\$88.58	20.00%
	UB	6-inch	\$692.06	\$830.47	\$138.41	20.00%
	UB	8-inch	\$1,384.11	\$1,660.93	\$276.82	20.00%
	UB	Outside City				
	UB	Single-family residential				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Multifamily residential				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%
	UB	Commercial				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%
	UB	Irrigation				
	UB	5/8 and 3/4 inch	\$37.26	\$44.71	\$7.45	20.00%
	UB	1-inch	\$55.90	\$67.07	\$11.18	20.00%
	UB	1 1/2-inch	\$93.17	\$111.80	\$18.63	20.00%
	UB	2-inch	\$186.32	\$223.59	\$37.26	20.00%
	UB	3-inch	\$298.11	\$357.74	\$59.62	20.00%
	UB	4-inch	\$596.23	\$715.47	\$119.25	20.00%
	UB	6-inch	\$931.61	\$1,117.94	\$186.32	20.00%
	UB	8-inch	\$1,863.23	\$2,235.87	\$372.65	20.00%
	UB	Water volume rate monthly use (per 1,000 gallons)				
	UB	Inside city limits				
	UB	Single-family residential				
	UB	0 to 4,000	\$3.67	\$4.40	\$0.73	20.00%
	UB	4,001 to 8,000	\$4.59	\$5.50	\$0.92	20.00%
	UB	8,001 to 12,000	\$5.51	\$6.61	\$1.10	20.00%
	UB	12,001 to 16,000	\$6.41	\$7.69	\$1.28	20.00%
	UB	16,001 to 20,000	\$7.33	\$8.80	\$1.47	20.00%
	UB	20,001 to 30,000	\$8.25	\$9.90	\$1.65	20.00%
	UB	30,001 to 50,000	\$9.17	\$11.01	\$1.83	20.00%
	UB	50,001 or more	\$11.00	\$13.20	\$2.20	20.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Multifamily residential				
	UB	1 to 99,999,999	\$6.61	\$7.94	\$1.32	20.00%
	UB	Commercial				
	UB	1 to 99,999,999	\$6.61	\$7.94	\$1.32	20.00%
	UB	Irrigation				
	UB	1 to 99,999,999	\$7.72	\$9.27	\$1.54	20.00%
	UB	Construction				
	UB	1 to 99,999,999	\$6.61	\$7.94	\$1.32	20.00%
	UB	Outside city limits				
	UB	Single-family residential				
	UB	0 to 4,000	\$4.95	\$5.94	\$0.99	20.00%
	UB	4,001 to 8,000	\$6.18	\$7.41	\$1.24	20.00%
	UB	8,001 to 12,000	\$7.40	\$8.88	\$1.48	20.00%
	UB	12,001 to 16,000	\$8.65	\$10.37	\$1.73	20.00%
	UB	16,001 to 20,000	\$9.87	\$11.84	\$1.97	20.00%
	UB	20,001 to 30,000	\$11.11	\$13.34	\$2.22	20.00%
	UB	30,001 to 50,000	\$12.34	\$14.81	\$2.47	20.00%
	UB	50,001 or more	\$14.81	\$17.77	\$2.96	20.00%
	UB	Multifamily residential				
	UB	1 to 99,999,999	\$8.91	\$10.69	\$1.78	20.00%
	UB	Commercial				
	UB	1 to 99,999,999	\$8.91	\$10.69	\$1.78	20.00%
	UB	Irrigation				
	UB	1 to 99,999,999	\$10.40	\$12.47	\$2.08	20.00%
	UB	Construction				
	UB	1 to 99,999,999	\$7.42	\$8.90	\$1.48	20.00%
	UB	Emergency interconnect wholesale water rate (per 1,000 gallons)	\$4.96	\$5.96	\$0.99	20.00%
50-24	UB	Wastewater Minimum Charge (monthly)				
	UB	Inside city limits				
	UB	Residential	\$16.35	\$17.99	\$1.64	10.00%
	UB	Nonresidential	\$16.35	\$17.99	\$1.64	10.00%
	UB	Commercial Sewer Only	\$16.35	\$17.99	\$1.64	10.00%
	UB	Flat rate customers	\$39.60	\$43.56	\$3.96	10.00%
	UB	Outside city limits				
	UB	Residential	\$22.07	\$24.28	\$2.21	10.00%
	UB	Nonresidential	\$22.07	\$24.28	\$2.21	10.00%
	UB	Commercial Sewer Only	\$22.07	\$24.28	\$2.21	10.00%
	UB	Flat rate customers	\$53.46	\$58.81	\$5.35	10.00%

Item # 22

Code Section	Dept.	Description	FY 13 Adopted Amount	FY 14 Proposed Amount	\$ Change	% Change
	UB	Sewer volume rate monthly use (per 1,000 gallons)				
	UB	Inside city limits				
	UB	Residential (based on winter water use average)	\$3.17	\$3.48	\$0.32	10.00%
	UB	Nonresidential (based on monthly water meter reading)	\$3.57	\$3.93	\$0.36	10.00%
	UB	Commercial Sewer Only	\$3.57	\$3.93	\$0.36	10.00%
	UB	Flat rate customers	N/A	N/A	N/A	N/A
	UB	Outside city limits				
	UB	Residential (based on winter water use average)	\$4.27	\$4.70	\$0.43	10.00%
	UB	Nonresidential (based on monthly water meter reading)	\$4.83	\$5.31	\$0.48	10.00%
	UB	Commercial Sewer Only	\$4.83	\$5.31	\$0.48	10.00%
	UB	Flat rate customers	N/A	N/A	N/A	N/A
50-25	UB	Solid waste collection and disposal monthly rates (Per TDS contract with the City of Kyle)				
	UB	Full retail rate - October - March	\$19.53	\$20.47	\$0.94	4.81%
	UB	Full retail rate - April - September	\$20.47	\$21.45	\$0.98	4.79%
	UB	Refuse Extra Cart - October - March	\$11.23	\$11.76	\$0.53	4.72%
	UB	Refuse Extra Cart - April - September	\$11.76	\$12.34	\$0.58	4.93%
	UB	Bag Tag (per each extra 30 gallon bag or bundle) - October - March	\$5.24	\$5.49	\$0.25	4.77%
	UB	Bag Tag (per each extra 30 gallon bag or bundle) - April - September	\$5.49	\$5.76	\$0.27	4.92%
	UB	Senior Rate (10% discount) - October - March	\$17.58	\$18.42	\$0.84	4.78%
	UB	Senior Rate (10% discount) - April - September	\$18.42	\$19.31	\$0.89	4.83%
	UB	Senior Refuse Extra Cart - October - March	\$10.11	\$10.59	\$0.48	4.75%
	UB	Senior Refuse Extra Cart - April - September	\$10.59	\$11.11	\$0.52	4.91%
	UB	Solid Waste Admin Fee (per month per account)	\$2.50	\$2.63	\$0.13	5.00%

Item # 22

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 City Council Budget Work Sessions

	Budget Amendments to City Funds	City Council Approval Date			Total
		8/14/2013	8/21/2013	8/27/2013	
1.	General Fund	\$ (5,500)	\$ (23,666)	\$ 206,630	\$ 177,464
2.	Utility Fund	(3,000)	-	-	(3,000)
3.	Grant Fund	-	(494)	-	(494)
4.	2009 Tax Notes Fund	-	-	87,045	87,045
5.	2013 Road Bonds	-	-	-	-
	Net Increase (Decrease) of Amendments:	<u>\$ (8,500)</u>	<u>\$ (24,160)</u>	<u>\$ 293,675</u>	<u>\$ 261,015</u>

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
1.	Mayor and Council	Increase membership line item budget to include annual membership dues for National League of Cities.	Expenditure	110-100-51183	\$ 6,250	\$ 3,300	\$ 9,550
2.	Mayor and Council	Decrease advertising line item budget to cover increase in the membership line item.	Expenditure	110-100-55243	\$ 5,000	\$ (1,000)	\$ 4,000
3.	Mayor and Council	Eliminate compensation for Mayor's position for 8-months to cover increase in the membership line item.	Expenditure	110-100-51113	\$ 9,600	\$ (1,600)	\$ 8,000
4.	Mayor and Council	Eliminate travel budget for Mayor's position to cover increase in the membership line item.	Expenditure	110-100-51171	\$ 10,500	\$ (1,500)	\$ 9,000
5.	Mayor and Council	Move funds from the City Sponsored Event line item budget to the City Manager's Office to equal \$6,000 for an end of the year employee appreciation event.	Expenditure	110-100-52141	\$ 1,000	\$ (1,000)	\$ -
6.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for Mayor and Council:			\$ 32,350	\$ (1,800)	\$ 30,550
7.	Office of the City Manager	Move funds from the City Sponsored Event line item budget in Mayor and Council's budget to the City Manager's Office to equal \$6,000 for an end of the year employee appreciation event.	Expenditure	110-110-52141	\$ 5,000	\$ 1,000	\$ 6,000
8.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for City Manager's Office:			\$ 5,000	\$ 1,000	\$ 6,000

Item # 22

City of Kyle, Texas
 Amendments to Proposed Budget for Fiscal Year 2013-14
 From City Council Budget Work Session No. 2 Held on August 7, 2013
 City Council Approval Date: August 14, 2013

Amendment No. 1
 Approved on 8-14-2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
9.	Human Resources Department	Decrease funding requested for Medical Services/Drug Testing line item budget.	Expenditure	110-113-55115	\$ 4,500	\$ (1,000)	\$ 3,500
10.	Human Resources Department	Increase funding for New Hire Screening line item budget.	Expenditure	110-113-55246	\$ 7,500	\$ 1,000	\$ 8,500
11.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for Human Resources Department:			\$ 12,000	\$ -	\$ 12,000
12.	Parks & Recreation Department	Decrease line item budget for Safety Signs & Barricades by 20%.	Expenditure	110-134-52122	\$ 250	\$ (50)	\$ 200
13.	Parks & Recreation Department	Decrease line item budget for Building Materials by 20%.	Expenditure	110-134-52124	\$ 1,250	\$ (250)	\$ 1,000
14.	Parks & Recreation Department	Decrease line item budget for Electrical/Plumbing Supplies by 20%.	Expenditure	110-134-52131	\$ 4,000	\$ (800)	\$ 3,200
15.	Parks & Recreation Department	Decrease line item budget for Misc. Hardware by 20%.	Expenditure	110-134-52133	\$ 200	\$ (40)	\$ 160
16.	Parks & Recreation Department	Decrease line item budget for Medical Supplies by 20%.	Expenditure	110-134-52163	\$ 500	\$ (100)	\$ 400
17.	Parks & Recreation Department	Decrease line item budget for Minor Tools/Instruments by 20%.	Expenditure	110-134-52168	\$ 1,500	\$ (300)	\$ 1,200
18.	Parks & Recreation Department	Decrease line item budget for Food/Meals by 20%.	Expenditure	110-134-52173	\$ 50	\$ (10)	\$ 40
19.	Parks & Recreation Department	Decrease line item budget for Misc. Supplies by 20%.	Expenditure	110-134-52174	\$ 625	\$ (125)	\$ 500
20.	Parks & Recreation Department	Decrease line item budget for Facility Maintenance Tools by 20%.	Expenditure	110-134-52228	\$ 625	\$ (125)	\$ 500

Item # 22

Amendment No. 1
Approved on 8-14-2013City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Session No. 2 Held on August 7, 2013
City Council Approval Date: August 14, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
21.	Parks & Recreation Department	Decrease line item budget for Other Operational Equipment by 20%.	Expenditure	110-134-52231	\$ 5,000	\$ (1,000)	\$ 4,000
22.	Parks & Recreation Department	Decrease line item budget for Cleaning Supplies by 20%.	Expenditure	110-134-53152	\$ 500	\$ (100)	\$ 400
23.	Parks & Recreation Department	Decrease line item budget for Cleaning Paper Products by 20%.	Expenditure	110-134-53153	\$ 500	\$ (100)	\$ 400
24.	Parks & Recreation Department	Eliminate line item budget for internet services for VFW Building - not needed.	Expenditure	110-252-53125	\$ 1,700	\$ (1,700)	\$ -
25.	Sub-total:	Net Increase (Decrease) in G/F Expenditures for Parks and Recreation:			\$ 16,700	\$ (4,700)	\$ 12,000
26.	Parks & Recreation Department	Decrease funding requested for Light & Power line item budget for Public Works Building.	Expenditure	310-280-53121	\$ 15,000	\$ (3,000)	\$ 12,000
27.	Sub-total:	Net Increase (Decrease) in Utility Fund Expenditures for Parks and Recreation:			\$ 15,000	\$ (3,000)	\$ 12,000
28.	Sub-total:	Net Increase (Decrease) in Expenditures for Parks and Recreation:			\$ 31,700	\$ (7,700)	\$ 24,000
29.	TOTAL GENERAL FUND:	Net Increase (Decrease) in General Fund Expenditures:			\$ 66,050	\$ (5,500)	\$ 60,550
30.	TOTAL UTILITY FUND:	Net Increase (Decrease) in Utility Fund Expenditures:			\$ 15,000	\$ (3,000)	\$ 12,000
31.	COMBINED TOTAL:	Net Increase (Decrease) in For All Fund Expenditures:			\$ 81,050	\$ (8,500)	\$ 72,550

Item # 22

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Session No. 3 Held on August 14, 2013
City Council Approval Date: August 21, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
1.	All City Departments - Gen. Fund	Reduce funding for COLA from 3.5% to 1.8%	Expenditure		\$ 158,136	\$ (84,745)	\$ 73,391
2.	All City Departments - Gen. Fund	Increase funding for performance based pay adjustments (merit Increase) for non civil service City employees from 0.0% to 1.7%	Expenditure		\$ -	\$ 61,079	\$ 61,079
3.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for COLA & Merit Pay:			\$ 158,136	\$ (23,666)	\$ 134,470
4.	All City Departments - Utility Fund	Reduce funding for COLA from 3.5% to 1.8%	Expenditure		\$ 51,337	\$ (24,935)	\$ 26,402
5.	All City Departments - Utility Fund	Increase funding for performance based pay adjustments (merit Increase) for non civil service City employees from 0.0% to 1.7%	Expenditure		\$ -	\$ 24,935	\$ 24,935
6.	Sub-total:	Net Increase (Decrease) in Utility Fund Expenditures for COLA & Merit Pay:			\$ 51,337	\$ -	\$ 51,337
7.	All City Departments - Grant Funds	Reduce funding for COLA from 3.5% to 1.8%	Expenditure		\$ 1,731	\$ (1,095)	\$ 636
8.	All City Departments - Grant Funds	Increase funding for performance based pay adjustments (merit Increase) for non civil service City employees from 0.0% to 1.7%	Expenditure		\$ -	\$ 601	\$ 601
9.	Sub-total:	Net Increase (Decrease) in Grant Funds Expenditures for COLA & Merit Pay:			\$ 1,731	\$ (494)	\$ 1,237
10.	TOTAL GENERAL FUND:	Net Increase (Decrease) in General Fund Expenditures:			\$ 158,136	\$ (23,666)	\$ 134,470
11.	TOTAL UTILITY FUND:	Net Increase (Decrease) in Utility Fund Expenditures:			\$ 51,337	\$ -	\$ 51,337
12.	TOTAL GRANT FUNDS:	Net Increase (Decrease) in Grant Fund Expenditures:			\$ 1,731	\$ (494)	\$ 1,237
13.	COMBINED TOTAL:	Net Increase (Decrease) in For All Fund Expenditures:			\$ 211,204	\$ (24,160)	\$ 187,044

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
1.	Mayor & Council	Increase funding for civic grant programs in FY 2013-14 by \$8,000, the amount not awarded in the current FY 2012-13. (Option Base 2)	Expenditure		\$ 30,000	\$ 8,000	\$ 38,000
2.	Sub-total:	Net Increase (Decrease) for Mayor & Council:			\$ 30,000	\$ 8,000	\$ 38,000
3.	Parks & Recreation	Add funding for Public Swimming Pool improvements from the 2009 Tax Notes Fund	Expenditure	185-679-57222	\$ -	\$ 87,045	\$ 87,045
4.		Add funding for Public Swimming Pool improvements from the General Fund balance.	Expenditure	110-260-57222	\$ -	\$ 10,455	\$ 10,455
5.	Sub-total:	Net Increase (Decrease) in General Fund & 2009 Tax Notes Fund Expenditures for Parks & Recreation Department:			\$ -	\$ 97,500	\$ 97,500
6.	Economic Development	Increase funding for the Catalyst Commercial contract by \$2,700.00 for a total amount of \$18,000.00 from the General Fund balance.	Expenditure	110-119-55322	\$ 15,300	\$ 2,700	\$ 18,000
7.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for Economic Development Department:			\$ 15,300	\$ 2,700	\$ 18,000
8.	Planning & Zoning	Reduce the amount of increase budgeted for engineering services line item.	Expenditure	110-118-55113	\$ 6,275	\$ (4,275)	\$ 2,000
9.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for Planning Department:			\$ 6,275	\$ (4,275)	\$ 2,000

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
1.	Mayor & Council	Increase funding for civic grant programs in FY 2013-14 by \$8,000, the amount not awarded in the current FY 2012-13. (Option Base 2)	Expenditure	110-100-58112	\$ 30,000	\$ 8,000	\$ 38,000
2.	Sub-total:	Net Increase (Decrease) for Mayor & Council:			\$ 30,000	\$ 8,000	\$ 38,000
3.	Parks & Recreation	Add funding for Public Swimming Pool improvements from the 2009 Tax Notes Fund	Expenditure	185-679-57222	\$ -	\$ 87,045	\$ 87,045
4.		Add funding for Public Swimming Pool improvements from the General Fund balance.	Expenditure	110-260-57222	\$ -	\$ 10,455	\$ 10,455
5.	Sub-total:	Net Increase (Decrease) in General Fund & 2009 Tax Notes Fund Expenditures for Parks & Recreation Department:			\$ -	\$ 97,500	\$ 97,500
6.	Economic Development	Increase funding for the Catalyst Commercial contract by \$2,700.00 for a total amount of \$18,000.00 from the General Fund balance.	Expenditure	110-119-55322	\$ 15,300	\$ 2,700	\$ 18,000
7.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for Economic Development Department:			\$ 15,300	\$ 2,700	\$ 18,000
8.	Planning & Zoning	Reduce the amount of increase budgeted for engineering services line item.	Expenditure	110-118-55113	\$ 6,275	\$ (4,275)	\$ 2,000
9.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for Planning Department:			\$ 6,275	\$ (4,275)	\$ 2,000

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
10.	Public Library	Add funding to restore food/meals budget line item from the General Fund balance.	Expenditure	110-141-52173	\$ -	\$ 500	\$ 500
11.		Add funding for a 1-year subscription to Gale reference database for PowerSpeak languages, legal forms, and Chilton's auto repair manuals.	Expenditure	110-141-55331	\$ -	\$ 3,250	\$ 3,250
12.		Add funding to relocate a security camera to better capture public computer area.	Expenditure	110-141-55331	\$ -	\$ 1,000	\$ 1,000
13.	Sub-total:	Net Increase (Decrease) in General Fund Expenditures for Public Library Department:			\$ -	\$ 4,750	\$ 4,750
14.	Engineering Services	Add funding for a Project Manager position including fringe benefits and support costs using 2013 Road Bond funds.	Expenditure	188-678-57314	\$ -	\$ 88,607	\$ 88,607
15.		Add funding for computer hardware, software, furniture, and a pickup truck for the Project Manager position using 2013 road bond funds.	Expenditure	188-678-57314	\$ -	\$ 20,500	\$ 20,500
16.		Decrease funding for engineering, design, and right-of-way acquisition services for roads in the 2013 Road Bond Fund.	Expenditure	188-678-57313	\$ 5,410,000	\$ (109,107)	\$ 5,300,893
17.		Add funding for the development of a Transportation Master Plan for the City of Kyle from the General Fund balance.	Expenditure	110-162-55613	\$ -	\$ 165,000	\$ 165,000
18.	Sub-total:	Net Increase (Decrease) for Engineering Services Department:			\$ 5,410,000	\$ 165,000	\$ 5,575,000
19.	Human Resources	Add funding for a vendor hosted HR management system for the City.	Expenditure	110-113-55332	\$ -	\$ 20,000	\$ 20,000
20.	Sub-total:	Net Increase (Decrease) for Human Resources Department:			\$ -	\$ 20,000	\$ 20,000

Item # 22

City of Kyle, Texas
Amendments to Proposed Budget for Fiscal Year 2013-14
From City Council Budget Work Sessions No. 4 Held on 8/21/2013 & No. 5 Held on 8/27/2013
City Council Approval Date: August 27, 2013

Item	City Department	Description	Budget Category	Line Item	Proposed Budget FY 2013-14	Amendment Increase (Decrease)	Amended Proposed Budget FY 2013-14
21.	TOTAL GENERAL FUND:	Net Increase (Decrease) in General Fund Expenditures:			\$ 51,575	\$ 206,630	\$ 258,205
22.	TOTAL 2009 TAX NOTES FUND:	Net Increase (Decrease) in 2009 Tax Notes Fund Expenditures:			\$ -	\$ 87,045	\$ 87,045
23.	TOTAL 2013 ROAD BOND FUND:	Net Increase (Decrease) in 2013 Road Bond Fund Expenditures:			\$ 5,410,000	\$ -	\$ 5,410,000
24.	COMBINED TOTAL:	Net Increase (Decrease) in For All Fund Expenditures:			\$ 5,461,575	\$ 293,675	\$ 5,755,250

City of Kyle, Texas
Proposed 2014 Tax Notes
Schedule of Assets for Short-Term Financing
Reviewed and Approved By City Council on August 27, 2013 (Budget Work Session No. 5)

Description of Capital Item	Category	Department	General Fund	Utility Fund	Total
1. IT System Hardware Improvements	Equipment	Information Technology	\$ 80,100	\$ 26,700	\$ 106,800
2. Automatic Door at City Hall	Equipment	Parks and Recreation	-	-	-
3. Street Light Rehabilitation	Equipment	Parks and Recreation	-	-	-
4. Defibrillator - Library	Equipment	Parks and Recreation	3,000	-	3,000
5. Defibrillator - Historic City Hall	Equipment	Parks and Recreation	3,000	-	3,000
6. Defibrillator - City Hall	Equipment	Parks and Recreation	3,000	-	3,000
7. Defibrillator - Public Works	Equipment	Parks and Recreation	-	3,000	3,000
8. Defibrillator - Parks Lake Kyle	Equipment	Parks and Recreation	3,000	-	3,000
9. Defibrillator - Parks Maintenance	Equipment	Parks and Recreation	3,000	-	3,000
10. Defibrillator - Police	Equipment	Parks and Recreation	3,000	-	3,000
11. Radio System Upgrade	Equipment	Police	208,663	-	208,663
12. Radar Trailer	Equipment	Police	13,945	-	13,945
13. CAD Station	Equipment	Engineering	-	-	-
14. Maintainer and 48" Drum	Equipment	Public Works	240,000	-	240,000
15. Aluminum Panel Shield	Equipment	Public Works	4,000	4,000	8,000
16. Sewer Robot Camera & Enclosed Trailer	Equipment	Public Works	-	100,000	100,000
17. Toughbook Laptop w/Stand	Equipment	Public Works	-	3,875	3,875
18. Toughbook Laptop w/Stand	Equipment	Public Works	-	3,875	3,875
19. Toughbook Laptop w/Stand	Equipment	Public Works	-	3,250	3,250
20. Total Equipment:			\$ 564,708	\$ 144,700	\$ 709,408
21. Land & Office Building (Health Dept's)	Facility	City Manager	\$ 350,000	\$ -	\$ 350,000
22. Storage Building	Facility	Parks and Recreation	5,500	-	5,500
23. Water Reservoir Rehabilitation	Facility	Public Works	-	450,000	450,000
24. Total Facility:			\$ 355,500	\$ 450,000	\$ 805,500
25. HR Management System	Software	Human Resources	\$ -	\$ -	\$ -
26. Interactive Voice Response System	Software	Building Inspection	-	-	-
27. AutoCAD Software	Software	Engineering	-	-	-
28. Model - Water System	Software	Engineering	-	150,000	150,000
29. Model - Wastewater System	Software	Engineering	-	150,000	150,000
30. Total Software Systems:			\$ -	\$ 300,000	\$ 300,000
31. Cheverolet Tahoe	Vehicle	Police	\$ 75,000	\$ -	\$ 75,000
32. Cheverolet Tahoe	Vehicle	Police	75,000	-	75,000
33. Cheverolet Tahoe	Vehicle	Police	75,000	-	75,000
34. Pickup Truck	Vehicle	Engineering	-	-	-
35. Pickup Truck	Vehicle	Public Works	35,000	-	35,000
36. Pickup Truck	Vehicle	Public Works	-	35,000	35,000
37. Pickup Truck - Heavy Duty w/Lift	Vehicle	Public Works	-	50,000	50,000
38. Van	Vehicle	Public Works	-	25,000	25,000
39. Pickup Truck - Meter Reading	Vehicle	Financial Services	-	35,000	35,000
40. Total Vehicles:			\$ 260,000	\$ 145,000	\$ 405,000
41. COMBINED TOTAL:			\$ 1,180,208	\$ 1,039,700	\$ 2,219,908
			53.16%	46.84%	100.00%

NOTES: Item numbers 2, 3, 13, 25, 26, 27, and 34 were not approved by the City Council.
 Items 2 and 3 were already funded by an amendment to the current budget for FY 2012-13.
 Items 13 and 27 are to be funded from the 2013 road bonds.
 Item 34 is to be deferred until the roads are under construction and will be purchased using road bonds.



CITY OF KYLE, TEXAS

Meeting Date: 9/3/2013
Date time: 7:00 PM

Ordinance for Adoption of Ad Valorem Tax Rates For FY 2013-14

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS FIXING THE AD VALOREM TAX RATE, AND PROVIDING FOR THE LEVYING OF AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND TERMINATING SEPTEMBER 30, 2014; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID. ~ *Lanny Lambert, City Manager*

Other Information: The Fiscal Year 2013-14 Annual Budget is a financial plan for all City funds, programs, services, operations, and activities for the period covering October 1, 2013 through September 30, 2014. The City's Fiscal Year 2013-14 Annual Budget requires raising more revenue from property taxes than in the previous year. The City's Annual Budget also requires raising more revenue from fees and charges and water and wastewater rates than in the previous year. The Fiscal Year 2013-14 Annual Budget for all City expenditures totals approximately \$45.36 million from all City funds; which includes approximately \$14.72 million for the City's General Fund expenditures.

The City Council is considering the adoption of property tax rates which includes a component for Maintenance and Operations of the municipal government of the City of Kyle and a component for Interest and Sinking Fund (debt service) for the Fiscal Year 2013-14, upon all property, real, personal and mixed, within the corporate limits of the City of Kyle, Texas on January 1, 2013. The total property tax rate being considered is \$0.5483 on each \$100.00 taxable valuation of property and the breakdown between the two tax components are as follows:

1. \$0.2703 on each \$100.00 taxable valuation of property for the Maintenance and Operation support of the general government (General Fund) and,
2. \$0.2780 on each \$100.00 taxable valuation of property for the Interest and Sinking Fund (Debt Service).
3. The total tax rate of \$0.5483 is 5.15 percent above the effective tax rate.

Cover Memo

During the month of August 2013, the City Council held five (5) ~~item~~ # 23

Budget Work Sessions in public meetings to review revenue estimates for the City's General Fund and the Water and Wastewater Utility Fund, line item expenditure budgets for all City departments, revenue, expenditures and fund balances for all City Funds, miscellaneous fee schedule, implementation of new fees, rate increases for water and wastewater services, and property tax increases.

By September 4, 2013, the scheduled date of the 2nd Reading of the Budget Adoption Ordinance, the City Council held a total of twenty (20) public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's annual budget, property tax rate increases, implementation of new City fees, miscellaneous City fee increases, and increases to the water and wastewater service rates.

Of the twenty (20) public hearings held, five (5) public hearings were specifically dedicated to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons on the City's property tax rates. In compliance with the Truth-in-Taxation requirements, all public notices were published in the Hays Free Press on July 31, 2013, August 7, 2013, August 28, 2013 and the two required public hearings on tax increase were held on August 21, 2013 and August 27, 2013.

All Public Hearings were conducted in open meetings as part of special called Budget Work Sessions of the Kyle City Council on the City's proposed Fiscal Year 2013-14 Annual Budget, Property Tax Rates, Fees & Charges, and Water/Wastewater Rates at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

Budget Information:

The City's Annual Budget as reviewed and amended by the City Council for Fiscal Year 2013-14 totals approximately \$45.36 million in expenditures for all City Funds. Please refer to the budget document for complete details on the City's website at www.cityofkyle.com/finance/budget-fy-2013-14, also available in paper copy at City Hall and the Kyle Public Library.

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

Attachments / click to download

- [Ordinance - Adoption Tax Rates FY 2014](#)
- [Public Notices](#)
- [Property Tax Rate Calculations](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS
FIXING THE AD VALOREM TAX RATE, AND
PROVIDING FOR THE LEVYING OF AD VALOREM
TAXES FOR USE AND SUPPORT OF THE MUNICIPAL
GOVERNMENT OF THE CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2013 AND TERMINATING
SEPTEMBER 30, 2014; PROVIDING FOR APPORTIONING
EACH LEVY FOR SPECIFIC PURPOSES; AND
PROVIDING WHEN TAXES SHALL BECOME DUE AND
WHEN SAME SHALL BECOME DELINQUENT IF NOT
PAID.**

Whereas, the City Council of the City of Kyle, Texas approved the municipal budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014; and

Whereas, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Kyle, Texas in accordance with such budget and the Texas Tax Code.

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

Section 1. There is hereby levied and there shall be collected for the Maintenance and Operations (use and support) of the municipal government of the City of Kyle (herein the "City") and to provide an Interest and Sinking Fund for the Fiscal Year 2013-14 , upon all property, real, personal and mixed, within the corporate limits of said City on January 1, 2013 subject to taxation, a tax of \$0.5483 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

1. For the Maintenance and Operation support of the general government (General Fund), \$0.2703 on each \$100.00 taxable valuation of property; and
2. For the Interest and Sinking Fund, \$0.2780 on each \$100.00 taxable valuation of property.
3. The total tax rate of \$0.5483 on each \$100.00 taxable valuation of property is 5.15 percent above the effective tax rate of \$0.5214 per \$100.00 taxable valuation of property.
4. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. {Tax Code 26.05 (b)(1)}**

5. THIS TOTAL TAX RATE OF \$0.5483 PER \$100.00 OF ASSESSED VALUATION WILL INCREASE TOTAL CITY PROPERTY TAX ON A \$100,000 HOME BY \$26.90 AS COMPARED TO THE EFFECTIVE TAX RATE OF \$0.5214 PER \$100.00 OF ASSESSED VALUATION.

Section 2. That taxes levied under this Ordinance shall be due and payable on October 1, 2013 and if not paid on or before January 31, 2014 shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed, and the Hays County Tax Office as the assessor and collector of the City is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the state of Texas and ordinances of the City, and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the general fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

Section 4. Public Hearings. By September 4, 2013, the scheduled date of the 2nd Reading of the Property Tax Rate Adoption Ordinance, the City Council will have held a total of five (5) separate public hearings to obtain comments and recommendations from Kyle citizens, residents, businesses, and other interested persons specifically on the City’s property tax rates. In compliance with Truth-in-Taxation requirements, all public notices were published in the Hays Free Press on July 31, 2013, August 7, 2013, August 28, 2013 and the two required public hearings on tax increase were held on August 21, 2013 and August 27, 2013.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on 1st reading this 3rd day of September, 2013.

PASSED AND FINALLY APPROVED on 2nd reading on this 4th day of September, 2013.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

FINAL 7/30/2013**2013 Property Tax Rates in City of Kyle**

This notice concerns the 2013 property tax rates for City of Kyle. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$3,974,830
Last year's debt taxes	\$3,736,604
Last year's total taxes	\$7,711,434
Last year's tax base	\$1,470,525,172
Last year's total tax rate	\$0.5244/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$7,329,968
+ This year's adjusted tax base (after subtracting value of new property)	\$1,405,695,078
= This year's effective tax rate	\$0.5214/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$4,946,424
+ This year's adjusted tax base	\$1,405,695,078
= This year's effective operating rate	\$0.3519/\$100
x 1.08 = this year's maximum operating rate	\$0.3800/\$100
+ This year's debt rate	\$0.2780/\$100
= This year's total rollback rate	\$0.6580/\$100
- Sales tax adjustment rate	\$0.0801/\$100
= Rollback tax rate	\$0.5779/\$100

Statement of Increase/Decrease

If City of Kyle adopts a 2013 tax rate equal to the effective tax rate of \$0.5214 per \$100 of value, taxes would decrease compared to 2012 taxes by \$-101,828.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	6,062,088
Interest & Sinking Fund	598,700
	0
	0

Schedule B - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Combination Tax & Certificate of Obligations, Series 2007	0	273,000	0	273,000
Combination Tax & Certificate of Obligations, Series 2008	501,963	761,642	0	1,263,605
Limited Tax Notes, Series 2009	523,066	43,984	0	567,050
General Obligations Refunding Bonds, Series 2009	539,418	883,387	0	1,422,805
Combination Tax & Certificate of Obligations,	170,000	141,073	0	311,073

Series 2010				
General Obligations				
Refunding Bonds, Series	270,000	90,478	0	360,478
2011				
General Obligations				
Refunding Bonds, Series	0	65,710	0	65,710
2013				
General Obligations Bonds,	215,000	177,656	0	392,656
Series 2013				

Total required for 2013 debt service	\$4,656,377
- Amount (if any) paid from Schedule A	\$0
- Amount (if any) paid from other resources	\$598,700
- Excess collections last year	\$0
= Total to be paid from taxes in 2013	\$4,057,677
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2013	\$0
= Total debt levy	\$4,057,677

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$1,168,295 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 712 S. Stagecoach Trail, San Marcos, TX 78666.

Name of person preparing this notice: Luanne Caraway
Title: Hays County Tax Assessor-Collector
Date Prepared: 07/30/2013

2013 Effective Tax Rate Worksheet City of Kyle

Date: 07/30/2013

See Chapter 2 of the Texas Comptroller's 2013 Manual for Taxing Units Other than Schools for an explanation of the effective tax rate.

1. 2012 total taxable value. Enter the amount of 2012 taxable value on the 2012 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	\$1,470,010,026
2. 2012 tax ceilings. Counties, cities and junior college districts. Enter 2012 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter 0. If your taxing units adopted the tax ceiling provision in 2012 or a prior year for homeowners age 65 or older or disabled, use this step.	\$0
3. Preliminary 2012 adjusted taxable value. Subtract Line 2 from Line 1.	\$1,470,010,026
4. 2012 total adopted tax rate.	\$0.5244/\$100
5. 2012 taxable value lost because court appeals of ARB decisions reduced 2012 appraised value. A. Original 2012 ARB Values.	\$0
B. 2012 values resulting from final court decisions.	\$0
C. 2012 value loss. Subtract B from A.	\$0
6. 2012 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$1,470,010,026
7. 2012 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2012. Enter the 2012 value of property in deannexed territory.	\$0
8. 2012 taxable value lost because property first qualified for an exemption in 2013. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. Absolute exemptions. Use 2012 market value:	\$125,181
B. Partial exemptions. 2013 exemption amount or 2013 percentage exemption times 2012 value:	\$2,721,350
C. Value loss. Add A and B.	\$2,846,531
9. 2012 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2013. Use only properties that qualified in 2013 for the first time; do not use properties that qualified in 2012.	
A. 2012 market value:	\$0
B. 2013 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A.	Item # 23 \$0

10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$2,846,531
11. 2012 adjusted taxable value. Subtract Line 10 from Line 6.	\$1,467,163,495
12. Adjusted 2012 taxes. Multiply Line 4 by line 11 and divide by \$100.	\$7,693,805
13. Taxes refunded for years preceding tax year 2012. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2012. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2012. This line applies only to tax years preceding tax year 2012.	\$2,702
14. Taxes in tax increment financing (TIF) for tax year 2012. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2013 captured appraised value in Line 16D, enter 0.	\$366,539
15. Adjusted 2012 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.	\$7,329,968
16. Total 2013 taxable value on the 2013 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. A. Certified values: B. Counties: Include railroad rolling stock values certified by the Comptroller's office: C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this line based on legal counsel's advice): D. Tax increment financing: Deduct the 2013 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2013 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. E. Total 2013 value. Add A and B, then subtract C and D.	\$1,500,475,651 \$0 \$0 \$74,609,713 \$1,425,865,938
17. Total value of properties under protest or not included on certified appraisal roll. A. 2013 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. B. 2013 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. C. Total value under protest or not certified: Add A and B.	\$33,590,557 \$0 \$33,590,557
18. 2013 tax ceilings. Enter 2013 total taxable value of homesteads with tax ceilings. These	Item # 23 \$0

include the homesteads of homeowners age 65 or older or disabled. Other units enter 0. If your taxing units adopted the tax ceiling provision in 2012 or a prior year for homeowners age 65 or older or disabled, use this step.	
19. 2013 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$1,459,456,495
20. Total 2013 taxable value of properties in territory annexed after Jan. 1, 2012. Include both real and personal property. Enter the 2013 value of property in territory annexed.	\$0
21. Total 2013 taxable value of new improvements and new personal property located in new improvements. "New" means the item was not on the appraisal roll in 2012. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2012, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2013.	\$53,761,417
22. Total adjustments to the 2013 taxable value. Add Lines 20 and 21.	\$53,761,417
23. 2013 adjusted taxable value. Subtract Line 22 from Line 19.	\$1,405,695,078
24. 2013 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100.	\$0.5214/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2013 county effective tax rate.	

A county, city or hospital district that adopted the additional sales tax in November 2012 or in May 2013 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet (Appendix 4) on page 35 of the Texas Comptroller's 2013 Truth-in-Taxation Manual sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

2013 Rollback Tax Rate Worksheet

City of Kyle

Date: 07/30/2013

See Chapter 3 of the Texas Comptroller's 2013 Manual for Taxing Units Other than School Districts for an explanation of the rollback tax rate.

26. 2012 maintenance and operations (M&O) tax rate.	\$0.2703/\$100
27. 2012 adjusted taxable value. Enter the amount from Line 11.	\$1,467,163,495
28. 2012 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$3,965,742
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2012. Enter amount from full year's sales tax revenue spent for M&O in 2012 fiscal year, if any. Other units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$1,168,295
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2012: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2012. This line applies only to tax years preceding tax year 2012.	\$1,318
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2013 captured appraised value in Line 16D, enter 0.	\$188,931
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$4,946,424
29. 2013 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$1,405,695,078
30. 2013 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.3519/\$100
31. 2013 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.3800/\$100

Item # 23

<p>32. Total 2013 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue (or additional sales tax revenue). Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract amount paid from other resources.</p> <p>D. Adjusted debt. Subtract B and C from A.</p>	<p>\$4,656,377</p> <p>\$0</p> <p>\$598,700</p> <p>\$4,057,677</p>
33. Certified 2012 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2013 debt. Subtract Line 33 from Line 32D.	\$4,057,677
35. Certified 2013 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2013 debt adjusted for collections. Divide Line 34 by Line 35	\$4,057,677
37. 2013 total taxable value. Enter the amount on Line 19.	\$1,459,456,495
38. 2013 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.2780/\$100
39. 2013 rollback tax rate. Add Lines 31 and 38.	\$0.6580/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2013 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

2013 Additional Sales Tax Rate Worksheet City of Kyle

Date: 07/30/2013

41. Taxable Sales. For taxing units that adopted the sales tax in November 2012 or May 2013, enter the Comptroller's estimate of taxable sales for the previous four quarters. Taxing units that adopted the sales tax before November 2012, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. Taxing units that adopted the sales tax in November 2012 or in May 2013. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. - or - Taxing units that adopted the sales tax before November 2012. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$1,168,295
43. 2013 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,459,456,495
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0.0801/\$100
45. 2013 effective tax rate, unadjusted for sales tax. Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.5214/\$100
46. 2013 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2012 or in May 2013. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2012.	\$0.5214/\$100
47. 2013 rollback tax rate, unadjusted for sales tax. Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.6580/\$100
48. 2013 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.5779/\$100



City of Kyle, Texas
Notice of City Council Budget Meetings and Public Hearings
Proposed Operating and Capital Budget
For Fiscal Year 2013-14

The Kyle City Council is scheduled to conduct Budget Meetings and Public Hearings on the City Manager's Proposed Operating and Capital Budget for Fiscal Year 2013-14 including property tax rate, water/wastewater service rates, and other fees/charges for various City services.

The City Manager will present the Proposed Operating and Capital Budget for Fiscal Year 2013-14 to the City Council on Thursday, August 1, 2013 at 7:00 p.m., at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

The Proposed Operating and Capital Budget for Fiscal Year 2013-14 is a complete financial plan for all City Funds, programs, services, operations, and activities for the period covering October 1, 2013 through September 30, 2014. The Proposed Operating and Capital Budget for Fiscal Year 2013-14 for all City expenditures totals approximately \$45.1 million including approximately \$14.5 million for the City's General Fund. The Proposed Operating and Capital Budget for Fiscal Year 2013-14 will require raising more revenue from property tax, water/wastewater service rates, and other fees/charges than in the previous year.

The City Council is scheduled to hold Public Hearings as part of the Budget Meetings (special called and regular meetings) on the Proposed Operating and Capital Budget for Fiscal Year 2013-14 including property tax rate, water/wastewater service rates, and other fees/charges for various City services at the Kyle City Hall, 100 West Center Street, Kyle, Texas, at 7:00 p.m., on the following dates:

- Budget Meeting #1: Thursday, August 1, 2013, at 7:00 p.m.
- Budget Meeting #2: Wednesday, August 7, 2013, at 7:00 p.m.
- Budget Meeting #3: Wednesday, August 14, 2013, at 7:00 p.m.
- Budget Meeting #4: Wednesday, August 21, 2013, at 7:00 p.m.
- Budget Meeting #5: Tuesday, August 27, 2013, at 7:00 p.m.
- Budget Meeting #6: Tuesday, September 3, 2013, at 7:00 p.m. (1st Reading)
- Budget Meeting #7: Wednesday, September 4, 2013, at 7:00 p.m. (2nd Reading)

All Kyle residents and interested persons are invited to attend the Budget Meetings and Public Hearings and to provide their comments to the City Council. An electronic copy of the Proposed Operating and Capital Budget for Fiscal Year 2013-14 will be available on the City's website beginning August 2, 2013. A printed copy of the proposed budget will also be available for public inspection beginning August 2, 2013 during business hours Monday through Thursday from 7:30 a.m. to 5:30 p.m. and from 7:30 a.m. to 11:30 a.m. on Friday (except on a City holiday) at the Kyle City Hall, 100 West Center Street, Kyle, Texas.

Perwez A. Moheet, CPA
 Director of Finance
 City of Kyle, Texas

Item # 23

\$151 million Hays County budget

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FY2014 has been shrunken down about \$16 million from the present \$167 million FY2013 budget. The tax rate, which will remain the same in FY2014 - 46.90 cents - was lowered one-hundredth of a cent in FY2013, from the 46.91 cents rate in FY2012.

"Our goal is to do the best job we can to provide the services and programs that our residents need and expect - from law enforcement and

health care to parks, roads and development, which are just some of the areas the county is charged with funding and administering," Cobb said.

Hays County commissioners agreed to hear discussion from elected officials, department heads and non-profit organizations at their Aug. 6 and Aug. 13 meetings regarding their proposed operating budgets for FY2014.

Each year, as part of the

budget planning cycle, the county judge formulates a recommended budget, which is used as the basis for determining the funding level for the county's services and programs.

The county's fiscal year runs from Oct. 1 through Sept. 30 of each year. The county's proposed FY2014 budget can be viewed on the county's website under the financial transparency tab.

2013 Property Tax Rates in City of Kyle

This notice concerns the 2013 property tax rates for City of Kyle. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$3,974,830
Last year's debt taxes	\$3,736,604
Last year's total taxes	\$7,711,434
Last year's tax base	\$1,470,525,172
Last year's total tax rate	\$0.5244/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$7,329,968
+ This year's adjusted tax base (after subtracting value of new property)	\$1,405,695,078
=This year's effective tax rate	\$0.5214/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$4,946,424
+ This year's adjusted tax base	\$1,405,695,078
=This year's effective operating rate	\$0.3519/\$100
x 1.08=this year's maximum operating rate	\$0.3800/\$100
+ This year's debt rate	\$0.2780/\$100
= This year's total rollback rate	\$0.6580/\$100
-Sales tax adjustment rate	\$0.0801/\$100
=Rollback tax rate	\$0.5779/\$100

Item # 23

Statement of Increase/Decrease

If City of Kyle adopts a 2013 tax rate equal to the effective tax rate of \$0.5214 per \$100 of value, taxes would decrease compared to 2012 taxes by \$-101,828

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	6,062,088
Interest & Sinking Fund	598,700
	0
	0

Schedule B - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Combination Tax & Certificate of Obligations, Series 2007	0	273,000	0	273,000
Combination Tax & Certificate of Obligations, Series 2008	501,963	761,642	0	1,263,605
Limited Tax Notes, Series 2009	523,066	43,984	0	567,050
General Obligations Refunding Bonds, Series 2009	539,418	883,387	0	1,422,805
Combination Tax & Certificate of Obligations, Series 2010	170,000	141,073	0	311,073
General Obligations Refunding Bonds, Series 2011	270,000	90,478	0	360,478
General Obligations Refunding Bonds, Series 2013	0	65,710	0	65,710
General Obligations Bonds, Series 2013	215,000	177,656	0	392,656
Total required for 2013 debt service				\$4,656,377
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$598,700
- Excess collections last year				\$0
= Total to be paid from taxes in 2013				\$4,057,677
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2013				\$0
= Total debt levy				\$4,057,677

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$1,168,295 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 712 S. Stagecoach Trail, San Marcos, TX 78666.

Name of person preparing this notice: Luanne Caraway
 Title: Hays County Tax Assessor-Collector
 Date Prepared: 07/30/2013

HAYS FREE PRESS 8-7-2013

City of Kyle, Texas

Notice of Public Hearing on Tax Increase

The City of Kyle will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.15 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 21, 2013 at 7:00 PM at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640.

The second public hearing will be held on August 27, 2013 at 7:00 PM at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Mayor Lucy Johnson
 Mayor Pro Tem Samantha Bellows-LeMense, District 5
 Council Member Diane Hervol, District 1
 Council Member Becky Selbera, District 2
 Council Member Chad Benninghoff, District 3
 Council Member David Wilson, District 4
 Council Member Ray Bryant, District 6

AGAINST: None

PRESENT and not voting: None

ABSENT: None

The average taxable value of a residence homestead in City of Kyle last year was \$124,979. Based on last year's tax rate of \$0.5244 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$655.39.

The average taxable value of a residence homestead in City of Kyle this year is \$126,160. If the governing body adopts the effective tax rate for this year of \$0.5214 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$657.80.

Item # 23

If the governing body adopts the proposed tax rate of \$0.5483 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$691.73.

CITY OF KYLE, TEXAS NOTICE OF TAX REVENUE INCREASE

The City of Kyle conducted public hearings on August 21, 2013 and August 27, 2013 on a proposal to increase the total tax revenues of the City of Kyle from properties on the tax roll in the preceding year by 5.15 percent.

The total tax revenue proposed to be raised last year at last year's tax rate of \$0.5244 for each \$100 of taxable value was \$7,711,434.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.5483 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$7,707,426.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.5483 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$8,002,200.

The City Council of City of Kyle is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held at 7:00 p.m. on September 3, 2013 (1st Reading of Ordinance) and at 7:00 p.m. on September 4, 2013 (2nd Reading of Ordinance) at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640.



CITY OF KYLE, TEXAS

Municipal Judge Selection Process

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Consider Approval of Municipal Judge Selection Process ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

[Municipal Court Judge Packet](#)

Municipal Court Judge Search Proposed Timeline
August 29, 2013

Tuesday, September 3rd City Council Meeting:

Council to recommend or change any key qualifications other than those stated in Job Description and approve the Request for Statement of Qualifications.

Wednesday, September 4th through September 24, 2013:

The Human Resources Department will begin to advertise the Request for Statement of Qualifications for 3 weeks in TML, SGR, TexasBar Center and the City's website.

Tuesday, September 17th City Council Meeting:

City Council will have the opportunity to do a first review of applications received to date.

Tuesday, September 24th Special Session

City Council completes second review of applications received by the deadline posted and select candidates for interview.

On Tuesday, October 1st City Council Meeting or before Monday, October 7th:

Interview selected candidates for the PT position of Municipal Judge.

Tuesday, October 8th Special Session held for Municipal Court Judge Interviews

Continuation of Interviews if needed and SELECTION of Candidate.

Wednesday, October 9th

HR to conduct pre-employment assessments on selected candidate

Tuesday, October 15th City Council Meeting

City Council to sign-off on 2-year contract of a PT Municipal Court Judge.

Note: This proposed timeline will allow City Council to follow the 90-day notice requirement before the current Municipal Court Judge's contract expires on January 24, 2013.



**City Of Kyle invites applications for the position of:
Municipal Court Judge**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR MUNICIPAL COURT JUDGE for the City of Kyle, TEXAS**

HOURS: Part-Time

SALARY: Negotiable

OPENING DATE: September 3, 2013

CLOSING DATE: September 24, 2013 5:00 PM

The City of Kyle, Texas will receive Letters of Interest and Statements of Qualifications addressed to:

Attn: Mayor Lucy Johnson
PO Box 40
Kyle, TX 78640

fax: 512-262-3928
email: hr@cityofkyle.com

The Statements of Qualifications shall be received at the above address until 5:00 p.m., September 24, 2013.

Qualified individuals interested in responding to this Request for Statement of Qualifications should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the applicant.

REQUEST FOR STATEMENT OF QUALIFICATIONS MUNICIPAL COURT JUDGE

I. PURPOSE OF REQUEST

The City of Kyle, Texas ("City") is seeking applicants to be appointed to the **part-time** position of Municipal Court Judge. The Municipal Court Judge is appointed by the City Council pursuant to Section 7.11 of the City Charter and shall hold office at the pleasure of the City Council. The City's needs are outlined in the following Request for Qualifications ("RFQ").

II. TIME SCHEDULE

The City will follow a selection timetable that should result in appointment of a Municipal Court Judge no later than October 15, 2013. Qualifications will be accepted until 5:00 p.m. on September 24, 2013.



III. PURPOSE OF POSITION

The Municipal Court Judge shall have such duties as are prescribed by the job description and Section 7.11 of the City Charter. The Municipal Court Judge shall generally be required to enforce state law and municipal ordinances by presiding over the City's Municipal Court.

IV. SCOPE OF SERVICES

A. General Duties

The duties of the Municipal Court Judge shall be to conduct the judicial functions of the Municipal Court, to preside over cases coming before the Court, to conduct trials of arraignment, to conduct Department of Public Safety hearings as required, to determine punishments and fines and set bonds, to prepare and issue search warrants, subpoenas, writs of capias, search warrants, executions and other process necessary to administer the power of the Court, to maintain complete and accurate records prescribed by law and consistent with effective management of the Court and to perform such other duties as may be required by law or ordinance.

B. Qualifications

The applicant must be a United States citizen, a resident of the State of Texas. The candidate must have a Bachelor's Degree or equivalent experience required, with a Doctor of Jurisprudence preferred. The successful applicant must complete required courses as prescribed by the Court of Criminal Appeals Rules of Judicial Education within the time period specified. The applicant must have an effective working knowledge of the law or demonstrated ability to learn the law and related judicial procedures. The applicant must have the ability to maintain judicial decorum in the proceedings of the Court, the ability to establish good working relationships and credibility with the general public consistent with the duties of the position, the ability to foster cooperation from persons of diverse social and economic backgrounds, and the ability to conduct the affairs of the Court in a consistent, fair and impartial manner.

C. Term of Office

Section 29.005 of the Texas Government Code provides that the judge of a municipal court serve for a term of two years unless the municipality provides for longer term pursuant to Article XI, Section 11 of the Texas Constitution. Accordingly, the term of the Municipal Court Judge will commence on the date set forth in the contract to be entered into between the City and the selected candidate and will end two years from that date. The term may be extended by mutual agreement of the parties.

D. Compensation and Hours of Work



The Municipal Court Judge will be an independent contractor governed by the Terms of a professional services agreement acceptable to the City in form and content. Compensation is negotiable.

V. TERMS AND CONDITIONS

- E. The City reserves the right to reject any and all statements of qualifications, and to waive minor irregularities in any qualifications.
- F. The City reserves the right to request clarification of any information submitted, and to request additional information from any party submitting qualifications.
- G. The professional services agreement resulting from acceptance of qualifications by the City must be in a form approved by the City and must reflect the specifications in this Request for Qualifications. The City reserves the right to reject any proposed agreement that does not conform to the specifications contained in this Request for Qualifications, and which is not approved as to form by the City Attorney.

VI. INSTRUCTIONS FOR PROPOSERS

- A. Proposers are asked to provide a statement of qualifications, which must consist of the following materials in the sequence presented. Please follow these guidelines carefully.
- B. Cover Letter. Provide a cover letter summarizing your qualifications, education, professional experience, and information on the nature of your current practice/position. Include your name, address, telephone number, fax number and e-mail address.
- C. Resume. Provide a resume that includes detailed information on your education and professional experience. At a minimum, the professional experience section should include detailed information on your past positions, such as the organization name, address, and telephone number; position/title, supervisor's name (if applicable); dates of employment; specific job duties and accomplishments; and the percentage of job time that involved civil litigation, criminal litigation and non-litigation. If you have ever been a prosecutor or public defender, detailed information on those positions is desired.
- D. Written Responses. Please respond in writing by describing in detail your customer service philosophy and your experience as a neutral decision-maker. If you have ever been a judge, identify any courts in which you have served or administrative positions you have held, including dates. If you have ever been a



judge, has a complaint for judicial misconduct ever been made against you? If so, provide particulars. Have you ever been convicted of a crime, excluding minor traffic offenses? Have you ever been disciplined or cited for a breach of ethics or unprofessional conduct by or is any investigation currently pending before any court, administrative agency, bar association, disciplinary committee, or other professional group? If so, provide particulars, including resolution.

- E. References. The City will wish to speak with attorneys or other persons who are familiar with finalists for the position. Please provide at least three professional references (at least one judge, one prosecutor, and one defense counsel, all with experience in courts of limited jurisdiction), at least three character references, and phone numbers for all references. Explicitly note any references that should not be contacted without the City notifying you in advance.
- F. All qualifications should be sent, and inquiries directed to:

Attn: Mayor Lucy Johnson
 PO Box 40
 Kyle, TX 78640
 fax: 512-262-3928
 email: hr@cityofkyle.com

Qualifications must be sealed in an envelope clearly marked in the lower left-hand corner "RFQ-Municipal Court Judge." All qualifications must be received by Tuesday September 24, 2013 at 5:00 p.m. No faxes, postmarks, telephone, or e-mail qualifications will be accepted after that date and time.

VII. SELECTION CRITERIA

Each statement of qualifications will be evaluated based on the requirements outlined in this RFQ. Those applicants deemed most qualified will be scheduled for interviews and further evaluation.

VIII. PUBLICATION

This Request for Qualifications will be published electronically on the following websites: Texas Municipal League: <http://tml.associationcareernetwork.com/JobSeeker/Jobs.aspx?abbr=TML> and TexasBar Career Center and will also appear on the City's website at www.cityofkyle.com



CITY OF KYLE

An Equal Opportunity Employer
JOB DESCRIPTION

Position: ***Municipal Court Judge***

Employment Status: **Part-time/Appointed**

Department: **Municipal Court**

Supervises: **0**

FLSA Status: **Independent Contractor**

Reports To: **Mayor & City Council**

GENERAL STATEMENT:

Appointed and under the administrative direction of the City Council, the Municipal judge presides over Municipal Court sessions and functions as Magistrate to administer justice in the disposition of cases involving ordinance or statutory misdemeanor violations within the jurisdiction of the Municipal Court.

ESSENTIAL FUNCTIONS:

- Reports to the City Council on the status of the Municipal Court as required.
- Acts as primary liaison to council regarding judicial issues
- Performs Municipal Judge Duties as outlined in Texas State law, subject to assignment by the City Council, including but not limited to:
 - Presides over Municipal Court for all class "C" misdemeanors; holds court sessions to hear persons accused of violating city laws, ordinances, and other misdemeanor violations within the jurisdiction of the Municipal Court.
 - Determines innocence or culpability (when hearing cases without a jury) and levies fine or bail commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.
 - Directs jurors in trial cases on proper interpretation of law
 - Advises inmates of their rights, sets bonds, accepts pleas
 - Reviews and signs affidavits for search and arrest warrants
 - Coordinates court activities and judicial policy with the Court Administrator, Finance Director responsible for Municipal Courts, City Attorney's Office, other city departments and with outside agencies.
- Participates and provides input in the selection and implementation of computerized court software
- Reviews and signs court related paper work in a timely and efficient manner so as to promote efficient and effective court operations and collections
- Performs Magistrate duties as outlined in Texas State law including but not limited to:
 - Issues warrants, summons, magistrate warnings, etc...

- Presides over driver's license suspension sessions for the Department of Public Safety; stolen property hearings, juvenile warnings, mental commitment hearings, etc...
- Signs various paperwork such as arrest warrants, search warrants, prisoner transfer documentation, appeal bonds, affidavits, judgments and dismissals, etc...
- Works with the City Council to establish Judicial Policy and Orders within the parameters of state law but also consistent with the values of the community and needs of other departments.
- Works with the City Council to establish judge specific performance benchmarks regarding the effectiveness and productivity of the court.
- Prepares an annual report to the City Council regarding judicial performance and
- Performs legal research on occasion as needed.
- Performs other duties as assigned.

Community Relations

- Attends staff, committee, and Council meetings, participating as warranted.
- Assists and participates in the resolution of conflicts.
- Maintains desired working relationship with City Manager.
- Provides support to other city department programs and/or activities.
- Maintains a professional working relationship with other Federal, State, and local government agencies.
- Reviews all city programs and policies to ensure that desired service levels are provided to the citizens of Kyle and non-citizens within the City of Kyle

OTHER DUTIES AND RESPONSIBILITIES:

- Performs all other duties as duly assigned by the City Council.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of: ordinances, statutes, court decisions relating to Municipal Court jurisdiction, judicial procedure and rules of evidence and the organization, duties, powers, limitations, and authority of the Municipal Court.

Skills & Ability to: Analyze evidence presented in court, to apply existing laws impartially, to render prompt and equitable verdicts, to communicate effectively in writing and verbally, to express legal interpretations clearly, concisely, and in a forthright manner using a vocabulary level understandable to parties concerned and the ability to conduct legal research.

QUALIFICATIONS, EXPERIENCE AND/OR CERTIFICATION REQUIREMENTS:

The applicant must be a United States citizen, a resident of the State of Texas. A Bachelor's Degree or equivalent experience required, with a Doctor of Jurisprudence preferred.

The successful applicant must complete required courses as prescribed by the Court of Criminal Appeals Rules of Judicial Education within the time period specified.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent.



CITY OF KYLE, TEXAS

Annexation - Development Agreement - Charles LaCaze Jr.

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH CHARLES L. LaCAZE JR. FOR APPROXIMATELY 20.207 ACRES GENERALLY LOCATED WEST OF HEIDENRICH LANE AND NORTH OF E. RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

[ordinance and exhibits](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH CHARLES L. LaCAZE JR. FOR APPROXIMATELY 20.207 ACRES GENERALLY LOCATED WEST OF HEIDENRICH LANE AND NORTH OF E. RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 20.207 acres of Land in Hays County, Texas that is generally located west of Heidenrich Lane and north of E. RR 150(as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Charles L. LaCaze Jr

Name: Charles L. LaCaze Jr.

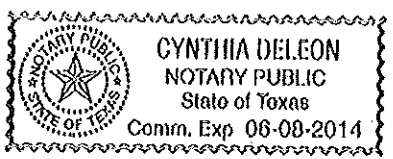
Date: 8/22/2013

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 22nd day of August 2013 by Charles LaCaze, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Cynthia DeLeon
Notary Public, State of Texas

(NOTARY SEAL)



“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

20.207 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 10.095 ACRE TRACT OF LAND, CONVEYED TO CHARLES LACAZE JR. IN VOLUME 815, PAGE 441, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), AND ALL OF THAT CERTAIN 10.112 ACRE TRACT OF LAND, CONVEYED TO CHARLES LACAZE JR. IN VOLUME 298, PAGE 453 OF THE O.P.R.H.C.TX., SAID 20.207 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northeastern right-of-way line of FM 150 (R.O.W. varies), at the westernmost corner of a 14.156 acre tract, conveyed to Kenneth Joe O'Bryant in Volume 1219, Page 80 of the O.P.R.H.C.TX., also being the southernmost corner of said 10.112 acre, for the southernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary of the northeastern right-of-way line of said FM 150 (R.O.W varies), said 10.112 acre tract and said 10.095 acre tract, N41°11'00"W, for a distance of 908.86 feet to a point for the southernmost corner of Waterleaf Subdivision Phase A Section 4, a subdivision recorded in Volume 16, Page 382 of the Hays County Plat Records (H.C.P.R), also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said Waterleaf Subdivision Phase A Section 4 and said 10.095 acre tract, N44°54'00"E, for a distance of 915.13 feet to a point for the northernmost corner of said 10.095 acre tract, also being the westernmost corner of a 3.817 acre tract, conveyed to Daniel Saucedo in Volume 3811, Page 691 of the O.P.R.H.C.TX.,


THENCE, with the common boundary line of said 3.817 acre tract, said 10.095 acre tract and said 10.112 acre tract, S41°36'00"E, for a distance of 999.93 feet to a point in the northeastern boundary line of a 1.155 acre tract, conveyed to Sandra Woods in Volume 2325, Page 153 of the O.P.R.H.C.TX., for the southernmost corner of said 3.817 acre tract, also being the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.155 acre tract, said 10.112 acre tract and said 14.156 acre tract, the following four (4) courses and distances, numbered 1 through 4:

- 1) S48°24'00"W, for a distance of 433.33 feet to a point for the westernmost corner of said 1.155 acre tract,
- 2) S48°24'00"W, for a distance of 61.87 feet to a point,
- 3) S58°24'00"W, for a distance of 171.57 feet to a point, and
- 4) S49°37'00"W, for a distance of 255.93 feet to the POINT OF BEGINNING, and containing 20.207 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 815, PAGE 441 & VOLUME 298, PAGE 453 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by:

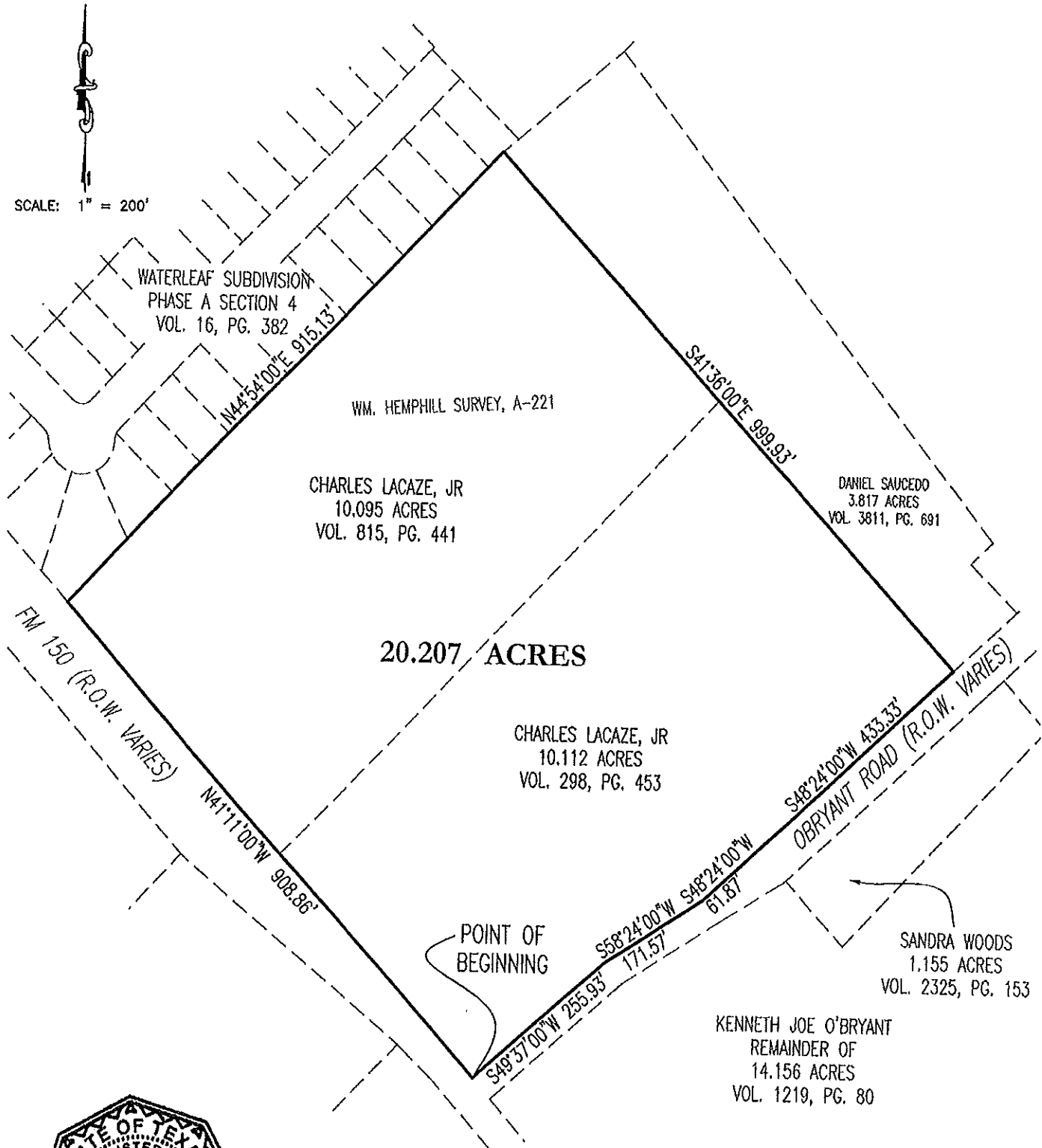
 8-27-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-27-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 815, PAGE 441 & VOLUME 298, PAGE 453 (O.P.R.H.C.TX.)

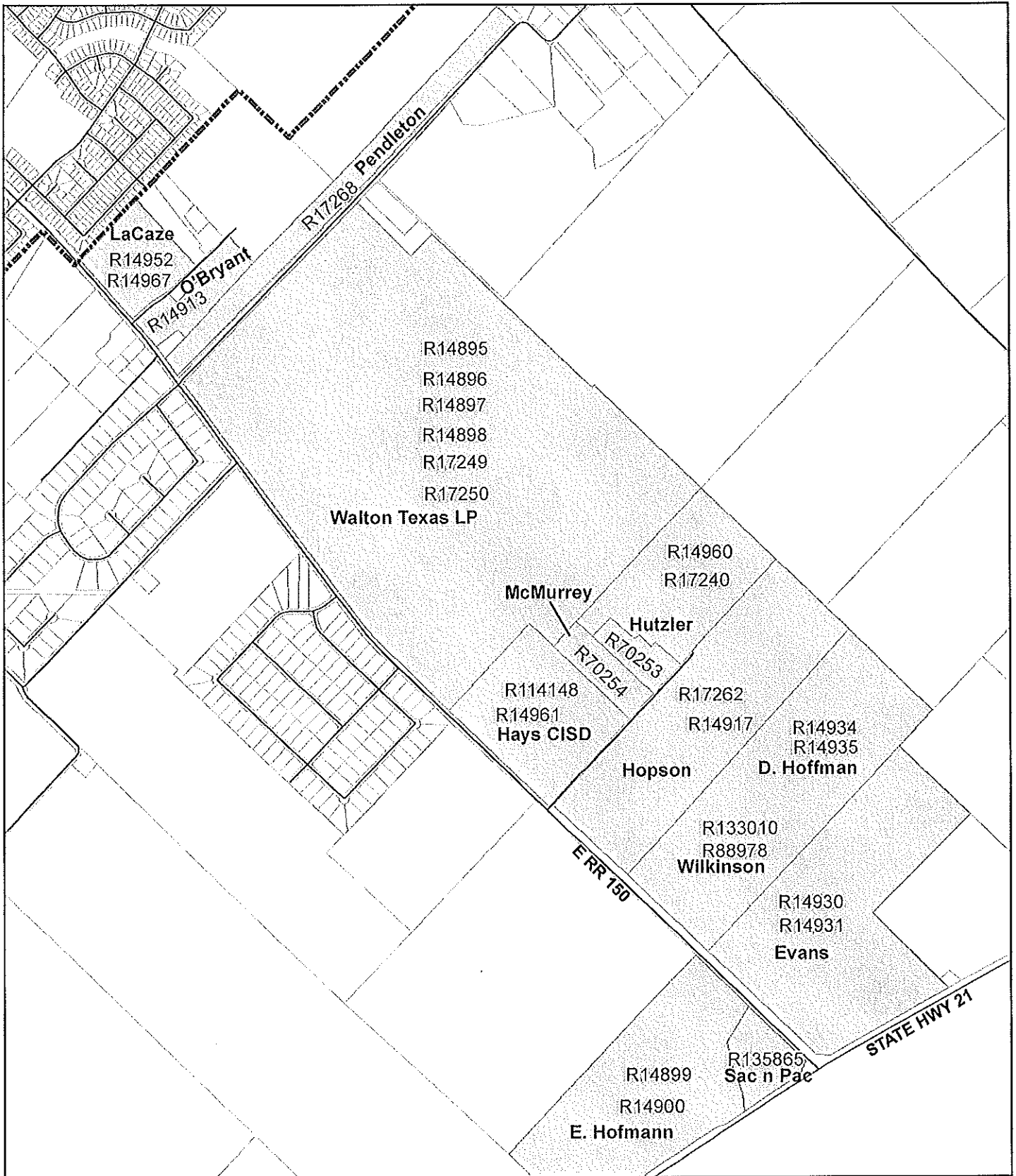
C B D Carlson, Brigrance & Doering, Inc.

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

25

EXHIBIT C

PROPERTY MAP



	Parcel Lines		
	Proposed Annex	<p style="text-align: center;"><u>Proposed Annexations</u></p>	
	Current Kyle City		<p style="text-align: right;">Item # 25,500</p>



CITY OF KYLE, TEXAS

Annexation - Development
Agreement - Donald, Gene, Lynette,
Mark & Sharon Hofman

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH DONALD, GENE, LYNETTE, MARK, AND SHARON HOFMAN FOR APPROXIMATELY 84.936 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~
Sofia Nelson, Director of Planning

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

[ordinance and exhibits](#)

Cover Memo

Item # 26

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH DONALD, GENE, LYNETTE, MARK, AND SHARON HOFMAN FOR APPROXIMATELY 84.936 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 84.936 acres of Land in Hays County, Texas that is generally located north of E. RR 150 and west of State Highway 21 (as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
 Attn: City Manager
 2110 4th Street
 Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.
 In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: [Signature]

Name: Donald Hofmann

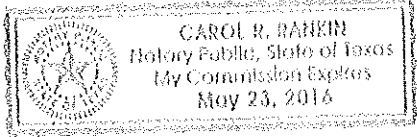
Date: 8/20/13

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 20th day of August 2013, by Donald Hofmann, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



OWNER"

By: Gene Lynette Hofmann

Name: Gene Lynette Hofmann

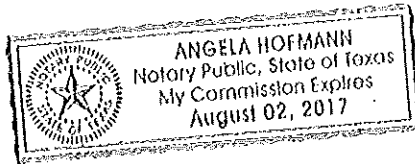
Date: August 19, 2013

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 21st day of August 2013, by Gene Lynette Hofmann being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Angela Hofmann
Notary Public, State of Texas

(NOTARY SEAL)



5
4 OF 5 9

OWNER"

By: Mark F. Hofmann

Name: Mark F. Hofmann

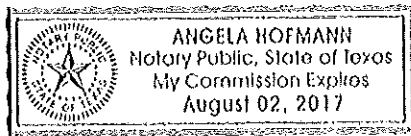
Date: 08-19-2013

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 19th day of August 2013, by Mark F. Hofmann, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



6
4 OF 9

“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

7
3 OF 9

EXHIBIT A

Property description:

Tax ID: R14934

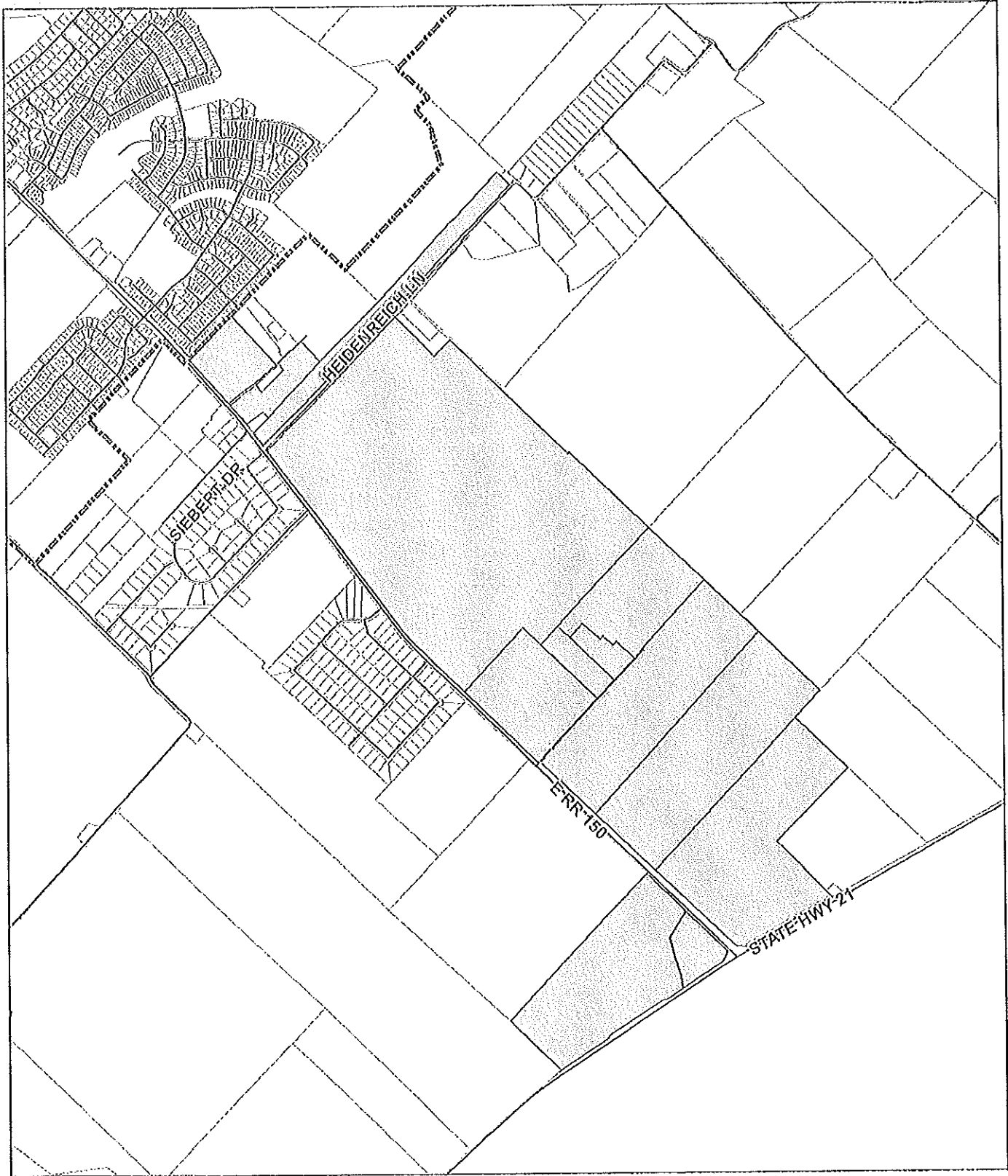
A0221 William Hemphill Survey, Acres 82.80

HOFMANN, DONALD & GENE LYNETTE & MARK

Tax ID: R14935

A0221 William Hemphill Survey, Acres 1.00

HOFMANN, DONALD & GENE LYNETTE & MARK



	<p>Proposed Annexations</p> <p>Current Kyle City Limits</p> <p>Parcel Lines</p>	<p><u>Proposed Annexations</u></p> <p>E RR 150</p> <p>Page 9 of 9</p>	<p>0 0.25 0.5 1</p> <p>Miles</p> <p>Item # 26</p>
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EXHIBIT B
PROPERTY DESCRIPTION

84.936 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 ALBERT PACE SURVEY, ABSTRACT NO. 367
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, AND THE ALBERT PACE SURVEY, ABSTRACT NUMBER 367, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THE REMAINDER OF THAT CERTAIN 99.75 ACRE TRACT OF LAND, CONVEYED TO MARK, SHARON & GENE LYNETTE HOFMANN IN VOLUME 443, PAGE 174, AND BEING ALL OF THE REMAINDER OF A 6.75 ACRE TRACT CONVEYED TO MARK, SHARON & GENE LYNETTE HOFMANN IN VOLUME 443, PAGE 174, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 84.936 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northeastern right-of-way of F.M. 150 (R.O.W. varies) for the easternmost corner of said remainder of 99.75 acre tract, also being the southeastern corner of a 100 acre tract conveyed to Nancy Hopson in Volume 117, Page 289 of the O.P.R.H.C.TX., for the southwestern corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 100 acre tract and said remainder of 99.75 acre tract, N45°00'00"E, for a distance of 3669.45 feet to a point found for the northernmost corner of said remainder of 99.75 acre tract, also being the easternmost corner of said 100 acre tract, and also being in the southwestern line of a 151.16 acre tract conveyed to Wranitzky B. R. Bypass Trust in Volume 3044, Page 785 of the O.P.R.H.C.TX.,

THENCE, with the common boundary line of said remainder of 99.75 acre tract and said 151.16 acre tract, S45°00'00"E, for a distance of 1169.45 feet to a point found for the easternmost northeastern corner of the herein described tract, also being the northeastern corner of said remainder of 99.75 acre tract, and also being a northwestern corner of a 102.167 acre (called) tract conveyed to Harvey & Gloria Evans Trustee in Volume 497, Page 528 of the O.P.R.H.C.TX.,

THENCE, with the common boundary line of said remainder of 99.75 acre tract and said 102.167 acre tract, S45°00'00"W, a distance of 535.14 feet to a point for the northernmost corner of said 6.75 acre tract, also being in the southeastern line of said remainder of 99.75 acre tract, and also being an interior "ell" corner of said 102.167 acre tract,

THENCE, with the common boundary line of said 102.167 acre tract and said 6.75 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) S44°33'05"E, for a distance of 179.64 feet to a point,
- 2) S45°26'55"W, for a distance of 658.52 feet to a point found for the northeastern corner of a 20.7 acre (called) tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593 of the O.P.R.H.C.TX.,

THENCE, with the northeastern boundary line of said 20.7 acre tract, the following two (2) courses and distances numbered 1 through 2:

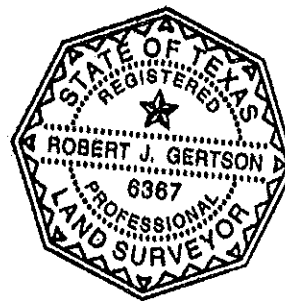
- 1) N45°00'00"W, a distance of 460.78 feet to a point,
- 2) S45°00'00"W, for a distance of 2475.02 feet to a point, for the westernmost corner of said 20.7 acre tract, also being in the southwestern line of said remainder of 99.75 acre tract,

THENCE, with the northeastern right-of-way of F.M. 150 (R.O.W. varies), common to the southwestern boundary line of said remainder of 99.75 acre tract, N44°57'36"W, for a distance of 883.15 feet to the POINT OF BEGINNING, and containing 84.936 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 443, PAGE 174 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

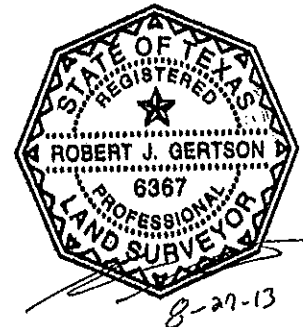
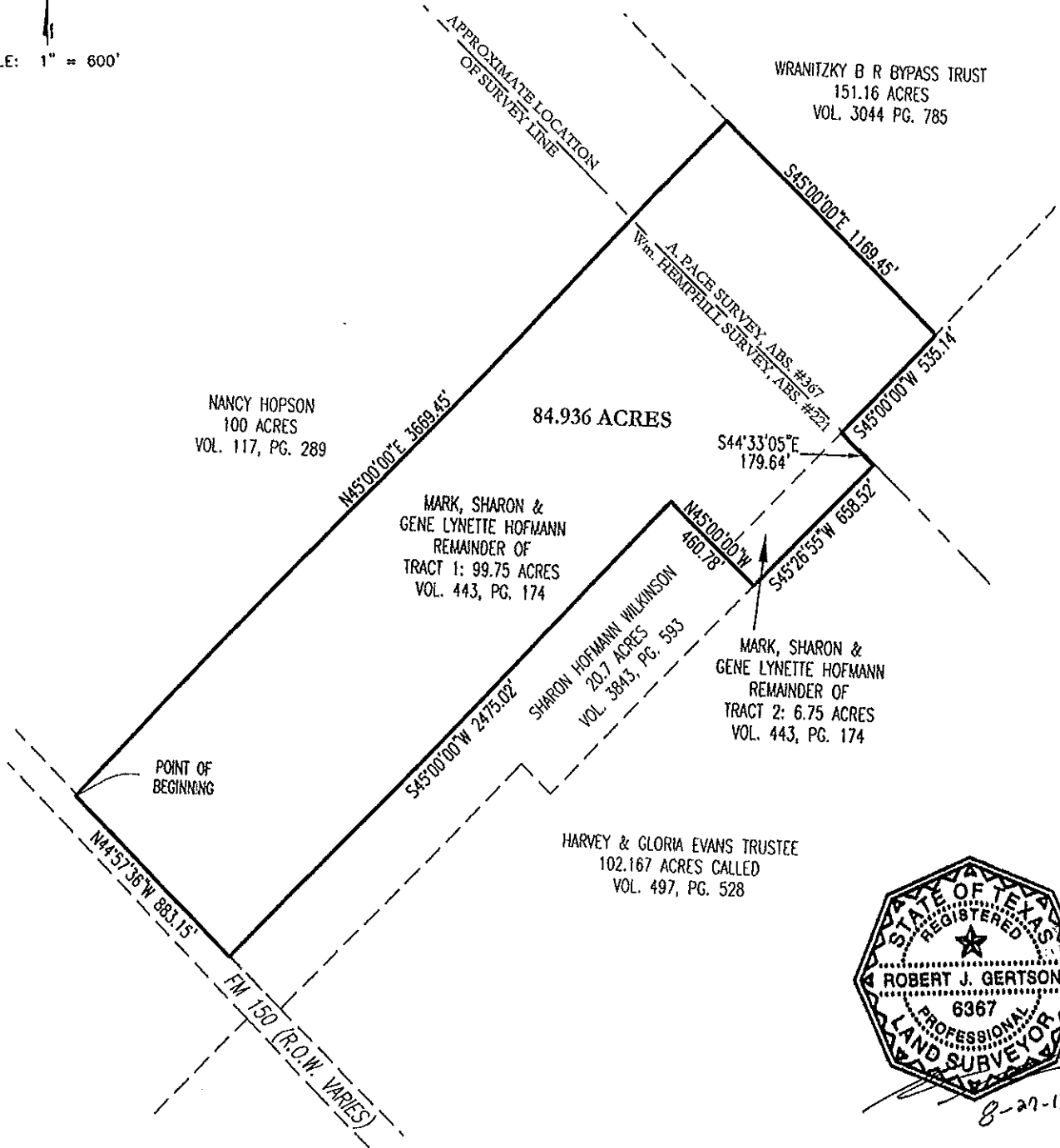
8-27-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 600'



BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 443, PAGE 174 (O.P.R.H.C.TX.)

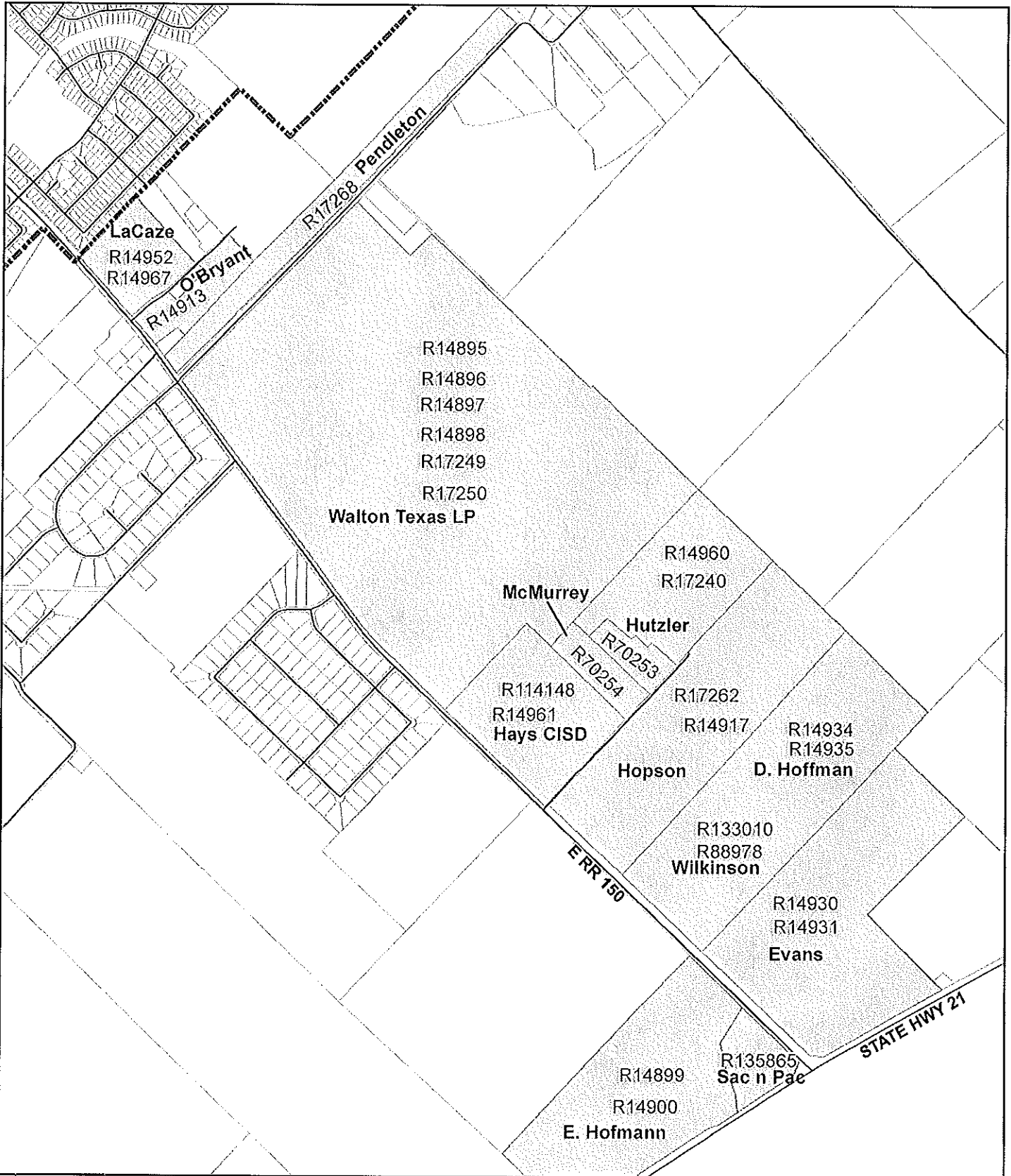
Carlson, Brigance & Doering, Inc.

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

Item # 26

EXHIBIT C

PROPERTY MAP



	Parcel Lines	<u>Proposed Annexations</u>	<p>0 875 1,750 2,650 Feet</p>	<p>Item # 26</p>
	Proposed Annex			
	Current Kyle City			



CITY OF KYLE, TEXAS

Annexation - Development Agreement - Ernestine While Hofman

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH ERNESTINE WHITE HOFMAN FOR APPROXIMATELY 82.416 ACRES GENERALLY LOCATED SOUTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

[ordinance and exhibits](#)

Cover Memo

Item # 27

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH ERNESTINE WHITE HOFMAN FOR APPROXIMATELY 82.416 ACRES GENERALLY LOCATED SOUTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 82.416 acres of Land in Hays County, Texas that is generally located south of E. RR 150 and west of state highway 21 (as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Ernestine W. Hofmann, POA by Mark F. Hofmann

Name: ERNESTINE W. HOFMANN, MARK F. HOFMANN

Date: 08-19-2013

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

* Ernestine W. Hofmann by Mark F. Hofmann This instrument was acknowledged before me on the 19th day of August 2013, by the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. ** Power of Attorney*

Angela Hofmann
Notary Public, State of Texas



“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

82.416 Acres
 Wm. HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE Wm. HEMPHILL SURVEY, ABSTRACT NO. 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THE REMAINDER OF THAT CERTAIN 100.00 ACRE TRACT, CONVEYED TO ERNESTINE WHITE HOFMANN IN VOL. 188, PG. 499, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 82.416 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the western right-of-way line of FM 150 (R.O.W. varies), and the northern corner of said Hofmann tract, and an eastern corner of a 165.776 acre tract, conveyed to Louise Ernst in Vol. 4262, Pg. 809 of the O.P.R.H.C.TX., for the **POINT OF BEGINNING** of the herein described tract,

THENCE, with common boundary line of said Hofmann tract, and the western right-of-way line of FM 150, S45°00'00"E, for a distance of 763.59 feet to an eastern corner of said Hofmann tract, also being a northern corner of a 12.26 acre tract, Minor Plat of Sac-N-Pac No. 307, Vol. 16, Pg. 139 of the O.P.R.H.C.TX.,

THENCE, with common boundary line of said Hofmann tract, and said 12.26 acre tract, the following four (4) courses and distances, numbered 1 through 4,

1. S32°41'58"W, for a distance of 487.15 feet to a point, and
2. S12°44'26"E, for a distance of 284.42 feet to a point, and
3. S19°53'48"E, for a distance of 303.13 feet to a point, and
4. S06°29'53"E, for a distance of 199.87 feet to an eastern corner of said Hofmann tract, and being the southernmost corner of said 12.26 acre tract, and also being a point on the northern right-of-way line of HWY 21,

THENCE, with the common boundary line of said Hofmann tract, and said northern right-of-way line of HWY 21, the following six (6) courses and distances, numbered 1 through 6,

1. S57°05'05"W, for a distance of 257.60 feet to a point, and
2. S71°04'02"W, for a distance of 103.47 feet to a point, and
3. S57°05'05"W, for a distance of 900.00 feet to a point, and
4. S43°02'54"W, for a distance of 103.08 feet to a point, and
5. S57°05'05"W, for a distance of 338.00 feet to a point, and
6. S60°45'00"W, for a distance of 441.52 feet to the southern corner of said Hofmann tract, and being an eastern corner of a 56.257 acre tract, conveyed to LaSalle Holdings Ltd. in Vol. 2909, Pg. 684 of the O.P.R.H.C.TX.,

THENCE, with common boundary line of said Hofmann tract, and said 56.257 acre tract, N45°00'00"W, for a distance of 1063.89 feet to the easternmost corner of said Hofmann tract, also being a point on the northeastern boundary line of said 56.257 acre tract, and also being a southern corner of said 165.776 acre tract,

THENCE, with common boundary line of said Hofmann tract, and said 165.776 acre tract, N45°00'00"E, for a distance of 2964.17 feet to the **POINT OF BEGINNING**, and containing 82.416 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 188, PAGE 499 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by:  9-27-13

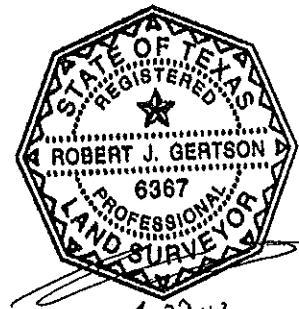
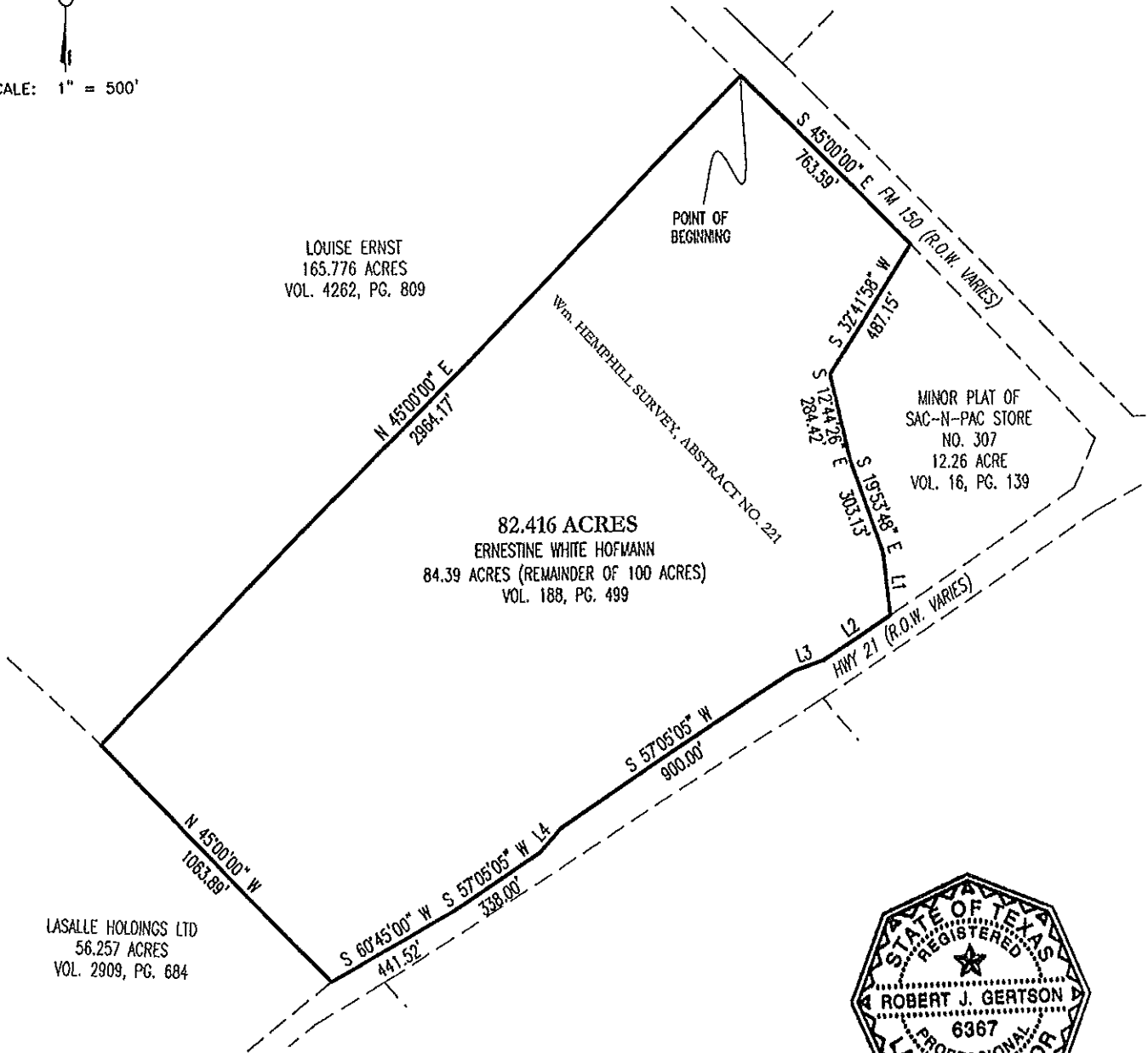
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigrance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 500'



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 188, PAGE 499 (O.P.R.H.C.TX.)

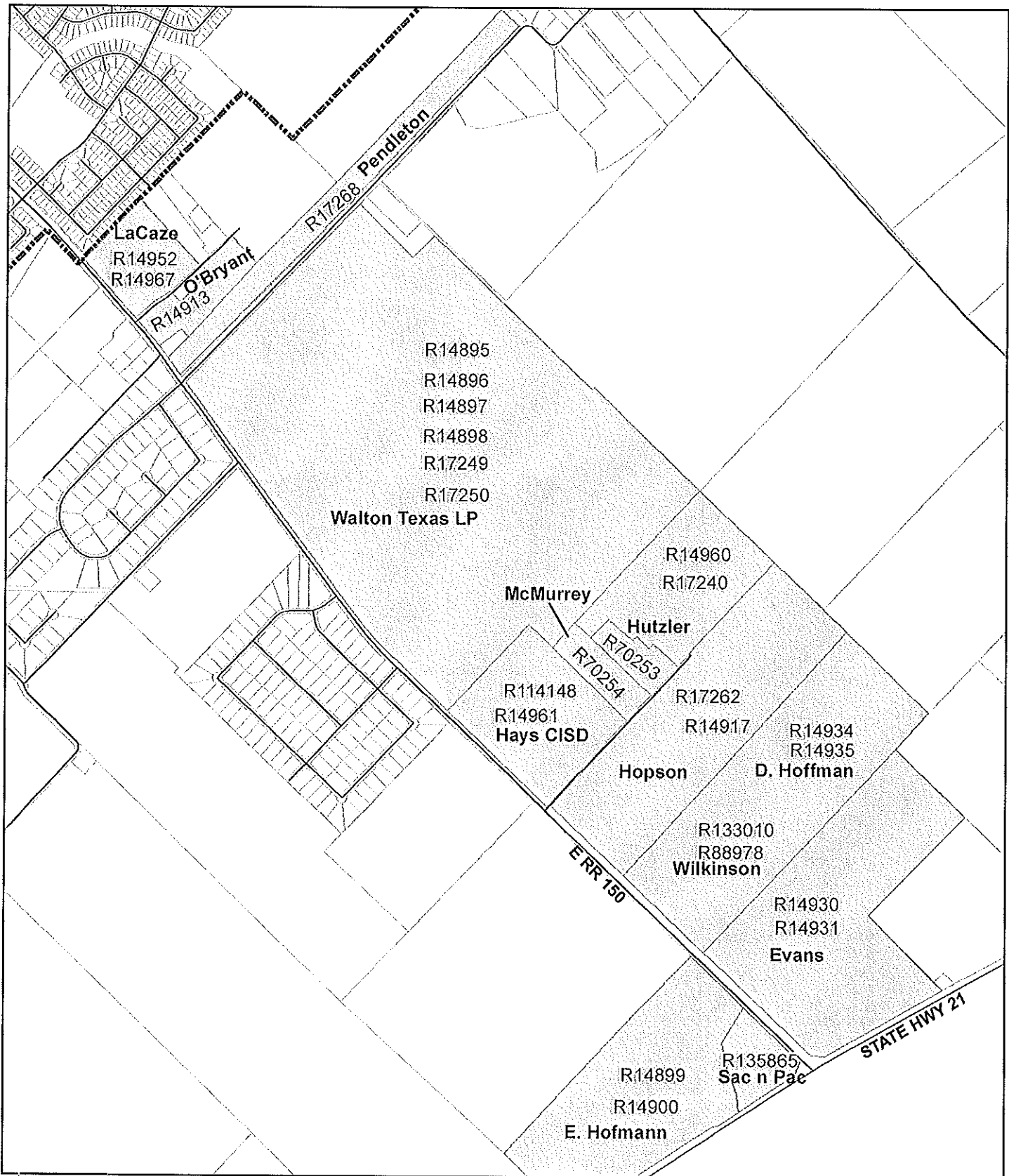
LINE TABLE		
LINE	LENGTH	BEARING
L1	199.87	S06°29'53"E
L2	257.60	S57°05'05"W
L3	103.47	S71°04'02"W
L4	103.08	S43°02'54"W

Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
 5501 West William Carson Drive ♦ Austin, Texas 78740
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

EXHIBIT C

PROPERTY MAP



	<p>Parcel Lines</p>	<p><u>Proposed Annexations</u></p>		
	<p>Proposed Annexations</p>		<p>0 875 1,750 Feet</p>	<p>Item # 237500</p>
	<p>Current Kyle City</p>			



CITY OF KYLE, TEXAS

Annexation - Development Agreement - Gary & Nancy Hutzler

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH GARY AND NANCY HUTZLER, FOR APPROXIMATELY 52.913 ACRES GENERALLY LOCATED NORTH OF EAST RR 150, EAST OF HEIDENRICH LANE AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

[ordinance and exhibits](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH GARY AND NANCY HUTZLER, FOR APPROXIMATELY 52.913 ACRES GENERALLY LOCATED NORTH OF EAST RR 150, EAST OF HEIDENRICH LANE AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 52.913 acres of Land in Hays County, Texas that is generally located of east RR 150, east of Heidenrich Lane and west of State Highway 21 (as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

GARY HUTZLER

By: NANCY HUTZLER

Name: Gary Hutzler
Nancy Hutzler

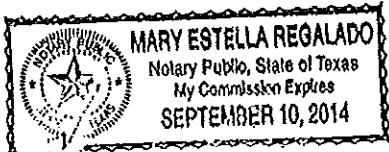
Date: 8-15-2013

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 15th day of August 2013, by GARY & Nancy Hutzler, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Estrella Regalado 8/15/13
Notary Public, State of Texas

(NOTARY SEAL)



“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

45.286 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221 &
 ALBERT PACE SURVEY, ABSTRACT NO. 367
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221 & THE ALBERT PACE SURVEY, ABSTRACT NUMBER 367, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 45.2855 ACRE TRACT OF LAND, CONVEYED TO GARY AND NANCY HUTZLER IN VOLUME 874, PAGE 676, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 45.286 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northern right-of-way line of C.R. 202, at the most southern corner of said 45.2855 acre tract, also being the most eastern corner of a 7.627 acre tract of land conveyed to Gary & Nancy Hutzler In Volume 1227, Page 10, (O.P.R.H.C.TX.) for the southern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 45.2855 acre tract and said 7.627 acre tract, the following 6 (six) courses and distances, numbered 1 through 6,

1. N46°42'19"W, for a distance of 367.17 feet to a point at a southern corner of a 45.2855 acre tract of land conveyed to Gary & Nancy Hutzler in Volume 874, Page 673 (O.P.R.H.C.TX.),
2. S45°56'42"W, for a distance of 70.95 feet to a point,
3. N46°00'04"W, for a distance of 188.35 feet to a point,
4. S48°25'35"W, for a distance of 56.04 feet to a point,
5. N48°55'15"W, for a distance of 354.73 feet to a point, and
6. S44°10'20"W, for a distance of 282.23 feet to a point at a southern corner of said 45.2855 acre tract, also being the western corner of said 7.627 acre tract,

THENCE, with the common boundary line of a 10.00 acre tract of land conveyed to Gary McMurrey in Volume 1680, Page 168 (O.P.R.H.C.TX.) and said 45.2855 acre tract, N45°46'36"W, for a distance of 244.72 feet to a point in the southeastern boundary line of a 696.20 acre tract of land conveyed to Walton Texas, LP in Volume 3913, Page 496 (O.P.R.H.C.TX.), at the westernmost corner of said 45.2855 acre tract, also being the northern corner of said 10.00 acre tract, also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 45.2855 acre tract and said 696.20 acre tract, N44°01'08"E, for a distance of 1994.19 feet to a point at the northernmost corner of said 45.2855 acre tract, also being the southwestern corner of a 151.16 acre tract of land conveyed to the Wranitzky B R Bypass Trust in Volume 3044, Page 785 (O.P.R.H.C.TX.), for the northern corner of the herein described tract,

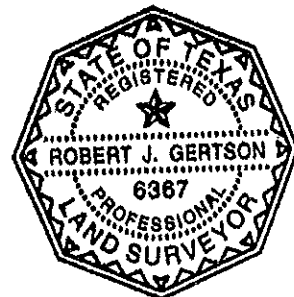
THENCE, with the common boundary line of said 45.2855 acre tract and said 151.16 acre tract, S45°18'31"E, for a distance of 1153.04 feet to a point at the easternmost corner of said 45.2855 acre tract, also being the northernmost corner of a 100.00 acre tract of land conveyed to Nancy Hopson in Volume 117, Page 289 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 45.2855 acre tract and said 100.00 acre tract, S43°41'15"W, for a distance of 1549.65 feet back to the **POINT OF BEGINNING** and containing 45.286 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 874, PAGE 676 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

8-27-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'

WALTON TEXAS LP
696.20 ACRES
VOL. 3913, PG. 496

N 44°01'08" E 1994.19'

45.286 ACRES
GARY & NANCY HUTZLER
VOL. 874, PG. 676

ALBERT PACE SURVEY, ABSTRACT NO. 367
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221

S 45°18'31" E 1153.04'
WRANITZKY B R BYPASS TRUST
151.16 ACRES
VOL. 3044 PG. 785

S 43°41'15" W 1549.65'
NANCY HOPSON
100 ACRES
VOL. 117, PG. 289

N45°46'36"W 244.72'
S44°10'20"W 282.23'
N48°55'15"W 354.73'

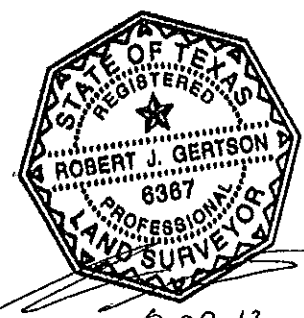
GARY & NANCY HUTZLER
7.627 ACRES
VOL. 1227, PG. 10

GARY McMURREY
10.00 ACRES
VOL. 1680, PG. 168

POINT OF BEGINNING

N46°42'19"W 367.17'

CR 202



8-27-13

LINE TABLE		
LINE	LENGTH	BEARING
L1	70.95	S45°56'42"W
L2	188.35	N46°00'04"W
L3	56.04	S48°25'35"W

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 874, PAGE 676 (O.P.R.H.C.T.X.)

Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
5501 West William Cannon Drive ♦ Austin, Texas 78749
Phone No. (512) 289-5160 ♦ Fax No. (512) 289-5165

7.627 ACRES
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
HAYS COUNTY, TEXAS
ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 7.627 ACRE TRACT OF LAND, CONVEYED TO GARY AND NANCY HUTZLER IN VOLUME 1227, PAGE 10, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 7.627 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northern right-of-way line of C.R. 202, at the most southern corner of said 7.627 acre tract, also being the easternmost corner of a 10.00 acre tract of land conveyed to Gary McMurrey In Volume 1680, Page 168, (O.P.R.H.C.TX.) for the southernmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 10.00 acre tract and said 7.627 acre tract, N45°46'36"W, for a distance of 918.29 feet to a point on the southern line of a 45.2855 acre tract of land conveyed to Gary & Nancy Hutzler in Volume 874, Page 676 (O.P.R.H.C.TX.),

THENCE, leaving the boundary line of said 10.00 acre tract, and with the common boundary line of said 7.627 acre tract and said 45.2855 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N44°10'20"E, for a distance of 282.23 feet to a point,
2. S48°55'15"E, for a distance of 354.73 feet to a point,
3. N48°25'35"E, for a distance of 56.04 feet to a point,
4. S46°00'04"E, for a distance of 188.35 feet to a point,
5. N45°56'42"E, for a distance of 70.95 feet to a point, and
6. S46°42'19"E, for a distance of 367.17 feet to a point in the northern right-of-way line of said C.R. 202, also being the easternmost corner of said 7.627 acre tract, also being the most eastern southeastern corner of said 45.2855 acre tract, for the eastern corner of the herein described tract,

THENCE, with the common boundary line of said 7.627 acre tract and said northern right-of-way line of C.R. 202, S43°52'37"W, for a distance of 435.19 feet to the **POINT OF BEGINNING**, and containing 7.627 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1227, PAGE 10 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

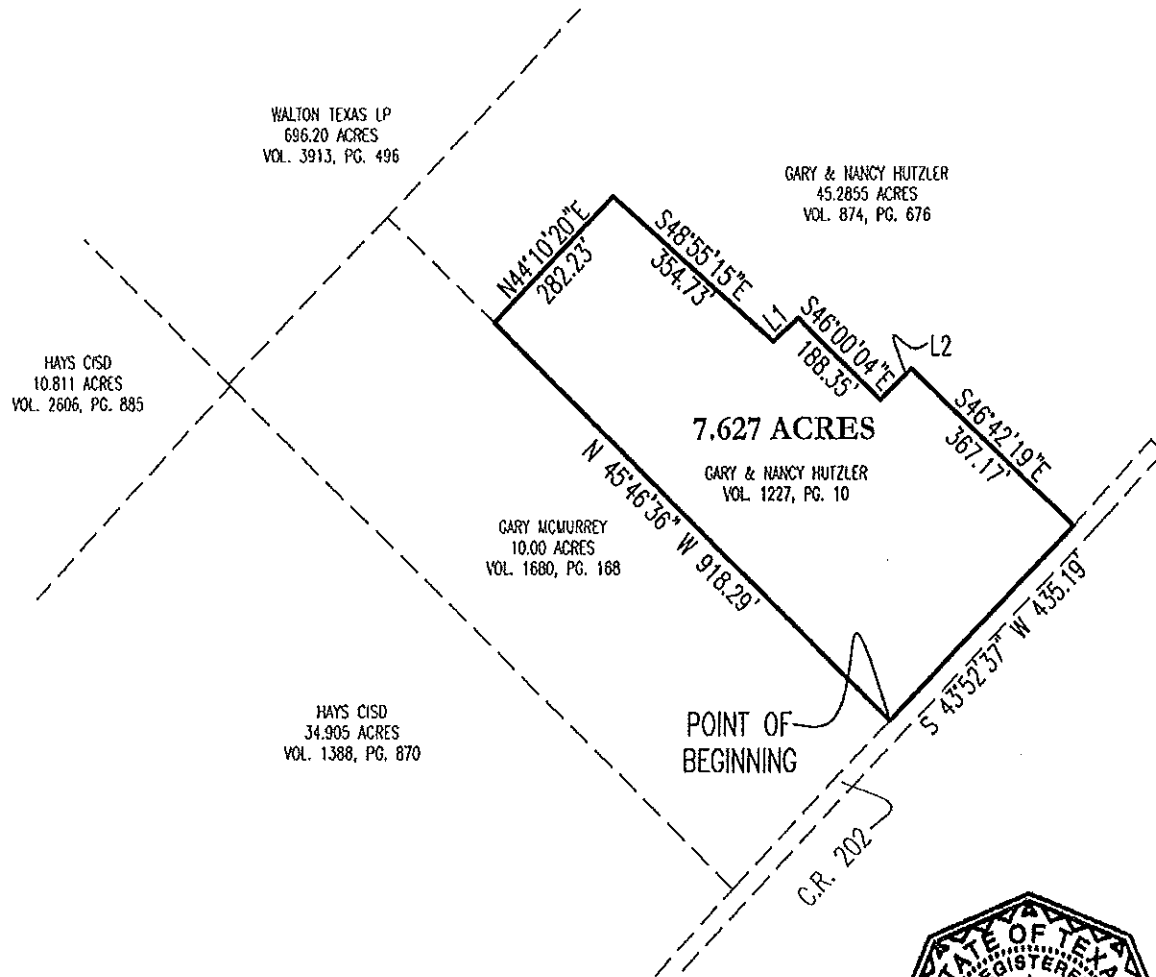
8-27-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



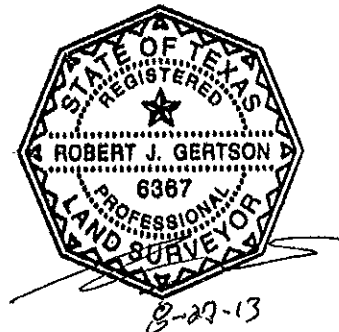
SKETCH TO ACCOMPANY FIELD NOTES




SCALE: 1" = 300'



LINE TABLE		
LINE	LENGTH	BEARING
L1	56.04	N48°25'35\"E
L2	70.95	N45°56'42\"E



BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1227, PAGE 10 (O.P.R.H.C.TX.)

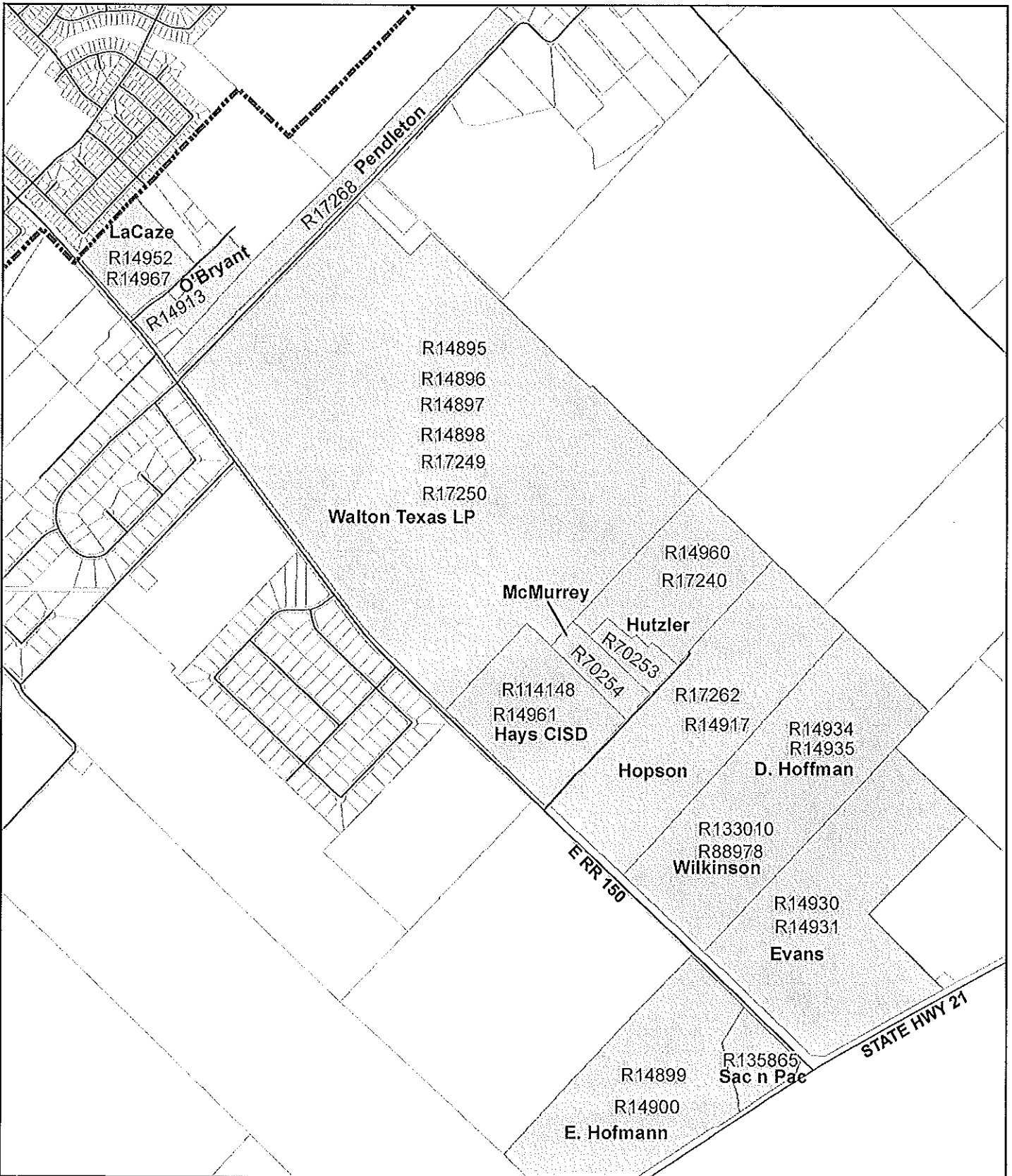


Carlson, Brigrance & Doering, Inc.

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

EXHIBIT C

PROPERTY MAP



	<p>Parcel Lines</p>	<p><u>Proposed Annexations</u></p>		
	<p>Proposed Annex</p>			
	<p>Current Kyle City</p>	<p>Item # 28500</p>		



CITY OF KYLE, TEXAS

Meeting Date: 9/3/2013
Date time: 7:00 PM

Annexation - Development Agreement - Harvey & Gloria Evans

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HARVEY AND GLORIA EVANS FOR APPROXIMATELY 102.167 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 21 AND EAST RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

[ordinance and exhibits](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HARVEY AND GLORIA EVANS FOR APPROXIMATELY 102.167 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 21 AND EAST RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 102.167 acres of Land in Hays County, Texas that is generally located northwest corner of the intersection of State Highway 21 and east RR 150 (as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Gloria Evans Trustee

Name: Gloria Evans Trustee

Date: 8/13/13

THE STATE OF TEXAS

COUNTY OF ~~HARRIS~~
TRAVIS

§
§
§

RLH/gg

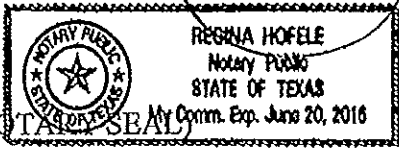
RLH/gg

2013

This instrument was acknowledged before me on the 13 day of AUGUST ~~2011~~, by GLORIA EVANS, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Handwritten Signature]

Notary Public, State of Texas



(NOTARY SEAL)

“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

102.167 ACRES
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
HAYS COUNTY, TEXAS
ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 102.167 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northeast right-of-way of F.M. 150 (R.O.W varies), at the southernmost southeastern corner of a 20.7 acre (called) tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593 of the O.P.R.H.C.TX., also being the southwestern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the southeastern boundary line of said 20.7 acre tract and the remainder of a 6.75 acre tract conveyed to Mark, Sharon & Gene Lynette Hofmann, Tract 2 in Volume 443, Page 174 of the (O.P.R.H.C.TX.), common to the northwestern line of said 102.167 acre tract, the following three (3) courses and distances, numbered 1 through 3:

- 1) N44°22'04"E, for a distance of 1337.70 feet to a point,
- 2) S46°12'15"E, for a distance of 165.83 feet to a point, and
- 3) N44°48'17"E, for a distance of 1821.20 feet to a point for the northeastern corner of said 82.8 acre tract, also being in the southwestern line of a 92.75 acre tract conveyed to Emily Fehlts,

THENCE, with the common boundary line of said 92.75 acre tract, and said 102.167 acre tract, S44°54'41"E, for a distance of 877.22 feet to a point for the northernmost corner of a 49.5 acre tract conveyed to Emily Fehlts,

THENCE, with the common boundary line of said 49.5 acre tract and said 102.167 acre tract, S45°05'19"W, for a distance of 1531.94 feet to a point for the southwest corner of said 49.5 acre tract, also being an interior ELL corner of said 102.167 acre tract,

THENCE, with the southwestern boundary line of said 49.5 acre tract, and a 0.5143 acre tract conveyed to Glenda Gonzales in Volume 2833, Page 121 of the O.P.R.H.C.TX., common to a northeastern line of said 102.167 acre tract, S44°59'41"E, for a distance of 1169.44 feet to a point for the easternmost corner of the herein described tract, also being the southernmost corner of said 0.5143 acre tract and also being in the northwestern right-of-way line of Texas Highway 21 (R.O.W varies),

THENCE, with the northwestern right-of-way line of said Texas Highway 21 (R.O.W varies), also being the southeastern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) S61°29'09"W, for a distance of 1490.15 feet to a point, and
- 2) S87°07'14"W, for a distance of 243.00 feet to a point for a southern corner of the herein described tract, also being in the northwestern right-of-way line of said F.M. 150 (R.O.W varies),

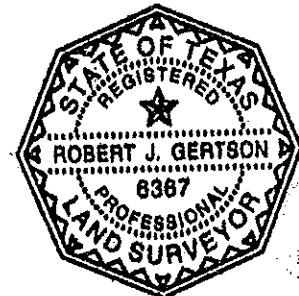
THENCE, with the northeastern right-of-way of said F.M. 150 (R.O.W varies) common to the southwestern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) N45°42'00"W, for a distance of 1454.30 feet to a point, and
- 2) N45°46'00"W, for a distance of 149.10 feet to the **POINT OF BEGINNING** and containing 102.167 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

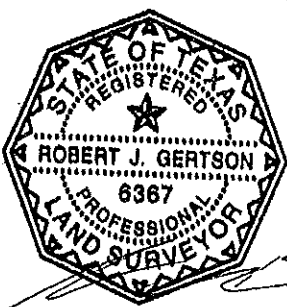
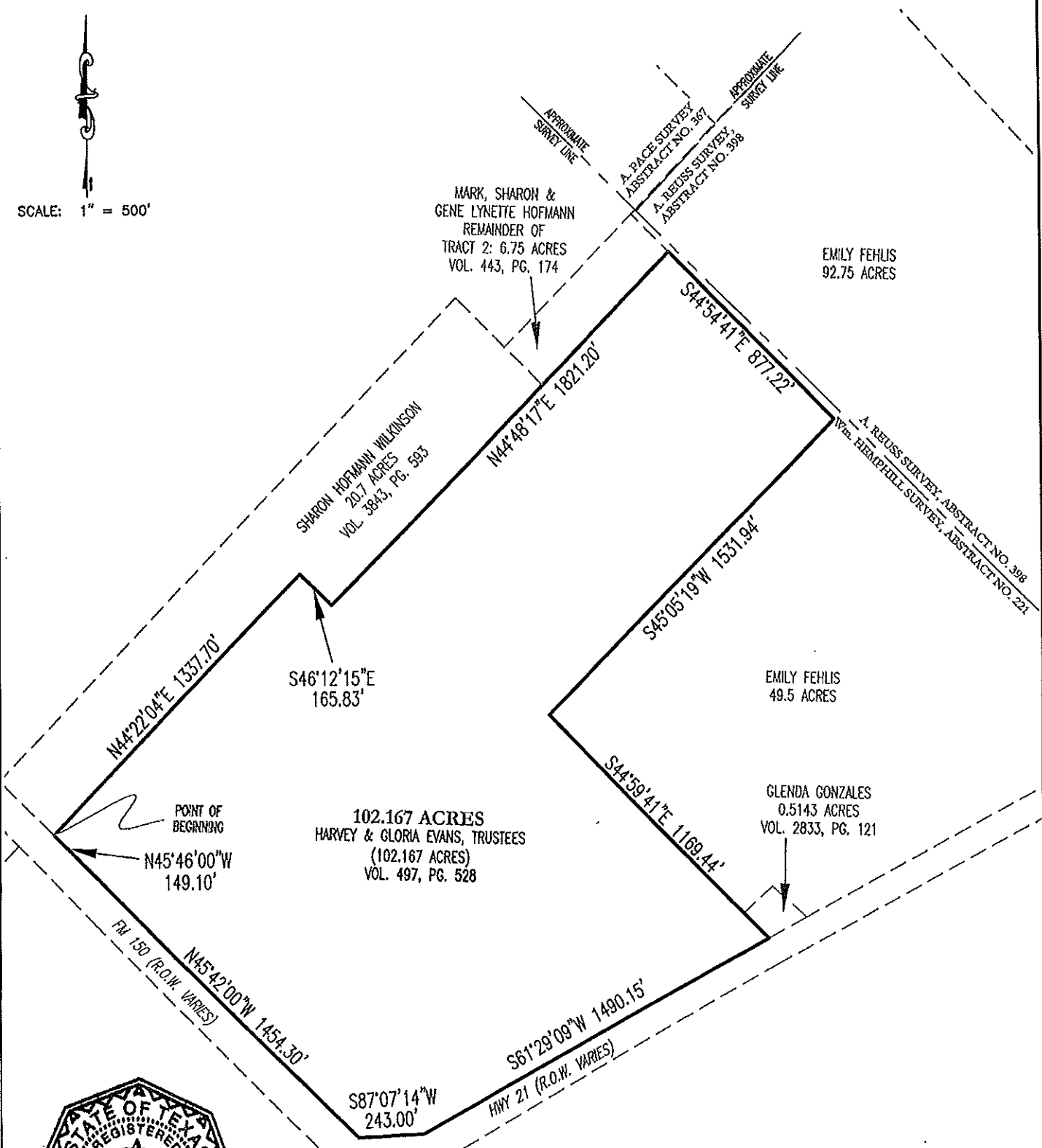
8-27-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 500'



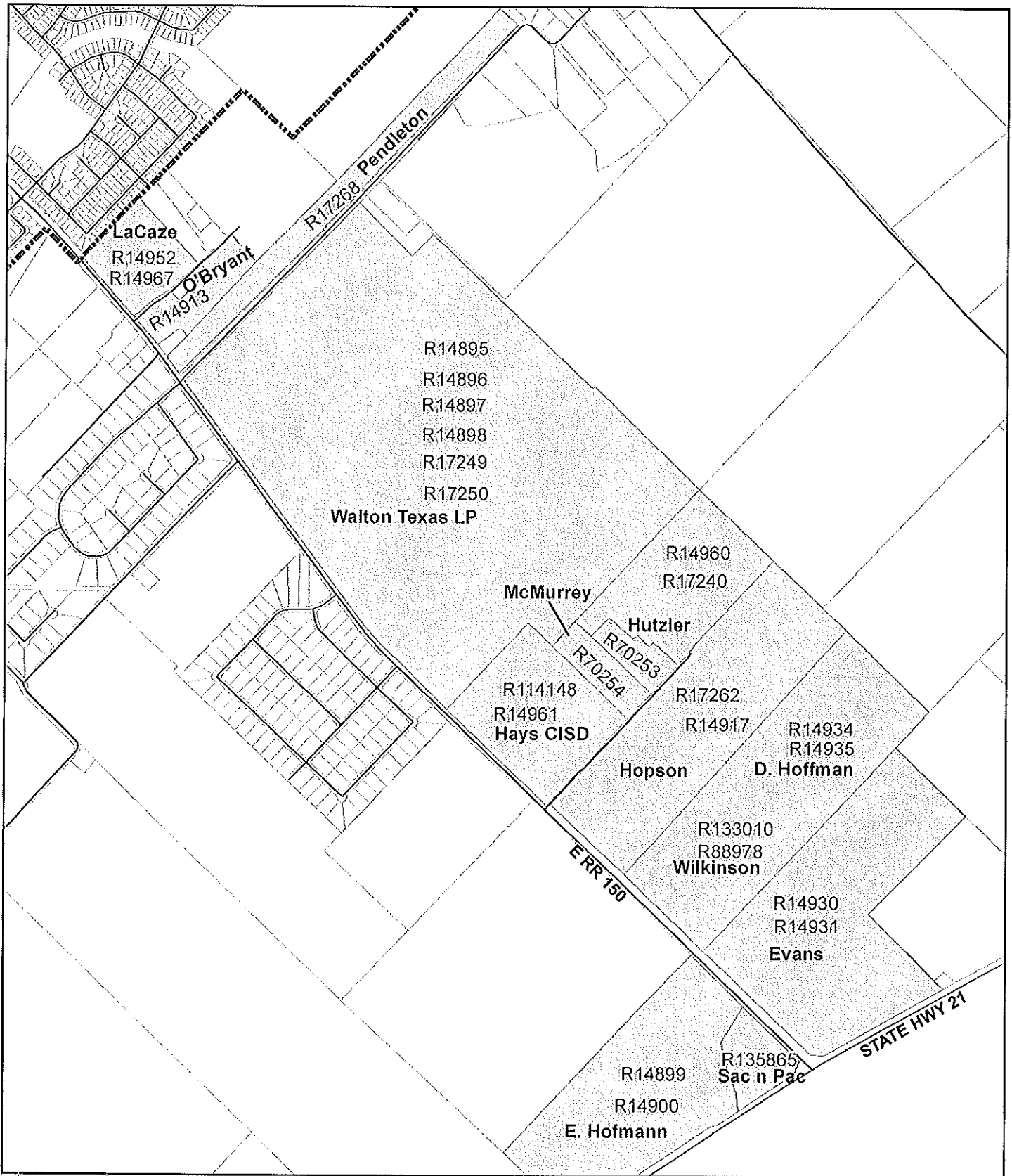
8-27-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.)

CBD Carlson, Brigance & Doering, Inc.
 Civil Engineering ♦ Surveying
 5501 West William Cannon Drive ♦ Atsita, Texas 78749
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

EXHIBIT C

PROPERTY MAP



	Parcel Lines	Proposed Annexations		
	Proposed Annexations			Item # 29600
	Current Kyle City			



CITY OF KYLE, TEXAS

Annexation - Development Agreement - Kenneth O'Bryant

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH KENNETH JOE O'BRYANT FOR APPROXIMATELY 14.007 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF HEIDENRICH LANE; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

 [ordinance and exhibits](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH KENNETH JOE OBRYANT FOR APPROXIMATELY 14.007 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF HEIDENRICH LANE; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 14.007 acres of Land in Hays County, Texas that is generally located north of E. RR 150 and west of Heidenrich Lane(as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Kenneth O Bryant

Name: KENNETH O BRYANT

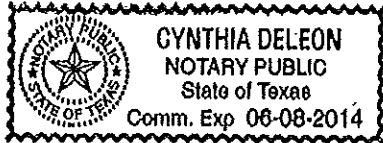
Date: 9/29/13

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 23rd day of August 2013, by Kenneth Joe Bryant, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Cynthia DeLeon
Notary Public, State of Texas

(NOTARY SEAL)



“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

13.007 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING THE REMAINDER OF THAT CERTAIN 14.156 ACRE TRACT OF LAND, CONVEYED TO KENNETH JOE O'BRYANT IN VOLUME 1219, PAGE 80, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 13.007 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northeastern right-of-way line of FM 150 (R.O.W. varies), at the southernmost corner of said 14.156 acre tract, also being the westernmost corner of an 18.62 acre tract conveyed to Frances Ann Pendleton in Volume 4052, Page 368 of the O.P.R.H.C.TX., for the southernmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 14.156 acre tract and the northeastern right-of-way line of said FM 150, the following three (3) courses and distances numbered 1 through 3:

- 1) N35°31'00"W, for a distance of 132.48 feet to a point, at a point of curvature to the left,
- 2) With said curve to the left having a radius of 3859.42 feet, an arc length of 381.71 feet, and whose chord bears N38°21'00"W, for a distance of 381.55 feet to a point, and
- 3) N41°11'00"W, for a distance of 22.84 feet to a point, found for the southwestern corner of said 14.156 acre tract, also being the southeastern corner of a 19.17 acre tract conveyed to Charles Lacaze, Jr,

THENCE, with the common boundary line of said 19.17 acre tract and said 14.156 acre tract, the following three (3) courses and distances numbered 1 through 3:

- 1) N49°37'00"E, for a distance of 255.93 feet to a point,
- 2) N58°24'00"E, for a distance of 171.57 feet to a point,
- 3) N48°24'00"E, for a distance of 61.87 feet to a point, for the southwestern corner of a 1.155 acre tract conveyed to Sandra Woods in Volume 2325, Page 153 of the O.P.R.H.C.TX, also being in the southeastern boundary line of said 19.17 acre tract

THENCE, with the common boundary line of said 1.155 acre tract and said 14.156 acre tract, the following three (3) courses and distances, numbered 1 through 3:

- 1) S41°20'19"E, for a distance of 126.21 feet to a point,
- 2) N44°41'40"E, for a distance of 452.22 feet to a point,
- 3) N41°18'05"W, for a distance of 96.98 feet to a point, for the northwestern corner of said 1.155 acre tract, also being in a southeastern line of a 3.817 acre tract conveyed to Daniel Saucedo in Volume 3811, Page 691 of the O.P.R.H.C.TX, and also being a northwestern corner of said 14.156 acre tract,

THENCE, with the common boundary line of said 3.817 acre tract, a 3.96 acre tract conveyed to Robert Gaitan Jr, in Volume 2850, Page 398 of the O.P.R.H.C.TX, a 24.863 acre tract conveyed to Rudy Cisneros, and said 14.156 acre tract, the following three (3) courses and distances, numbered 1 through 3:

- 1) N48°24'00"E, for a distance of 55.88 feet to a point,
- 2) N47°21'00"E, for a distance of 415.00 feet to a point for the northernmost corner of the herein described tract,
- 3) S42°38'00"E, for a distance of 298.88 feet to a point, found for the northwestern corner of a 1.00 acre tract conveyed to Kenneth Joe O'Bryant in Volume 1219, Page 80 of the (O.P.R.H.C.TX.), also being in the northeastern line of said 14.156 acre tract, common to the southwestern line of said 24.863 acre tract,

13.007 ACRES
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
HAYS COUNTY, TEXAS
ANNEXATION


THENCE, with the western and southern boundary line of said 1.00 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) S52°32'04"W for a distance of 301.39 feet to a point,
- 2) S34°09'34"E for a distance of 161.82 feet to a point, in the common boundary line of said 14.156 acre tract and said 18.62 acre tract,

THENCE, with the common boundary line of said 18.62 acre tract and said 14.156 acre tract, S44°50'00"W, for a distance of 1130.57 feet to the POINT OF BEGINNING, and containing 13.007 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1219, PAGE 80,(O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

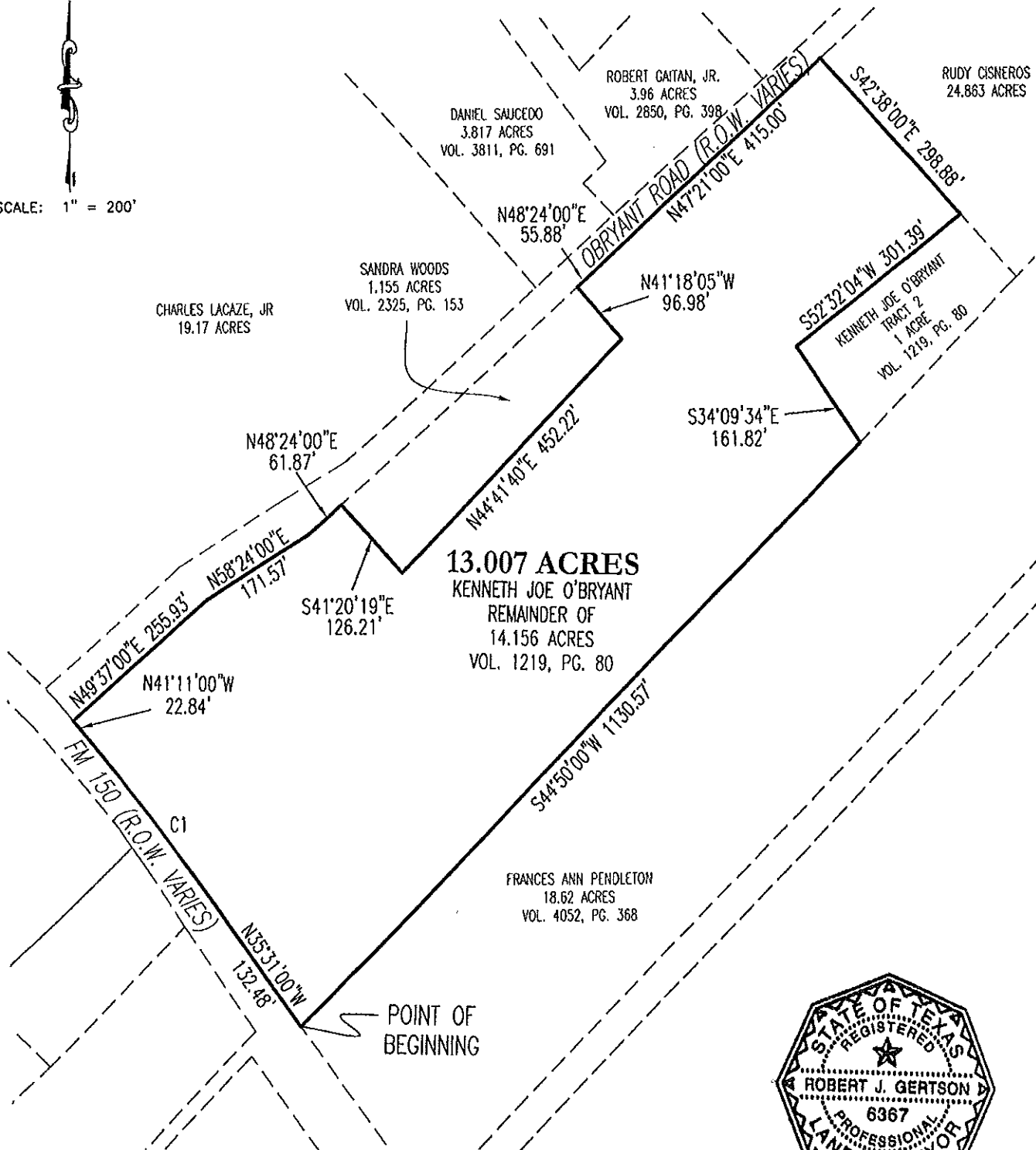
 8-26-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



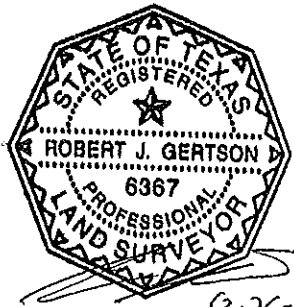
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



13.007 ACRES
 KENNETH JOE O'BRYANT
 REMAINDER OF
 14.156 ACRES
 VOL. 1219, PG. 80



8-26-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
 FOUND IN VOLUME 1219, PAGE 80, (O.P.R.I.L.C.I.X.)

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	3859.42'	381.71'	381.55'	N38°21'00"W	191.01



Carlson, Brigance & Doering, Inc.

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

Form # 30

1.000 ACRES
 W.M. HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE W.M. HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1 ACRE TRACT, CONVEYED TO KENNETH JOE O'BRYANT, IN VOLUME 2276, PAGE 571 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.000 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northwestern boundary line of an 18.62 acre tract, conveyed to Frances Ann Pendleton in Volume 4052, Page 368 of the O.P.R.H.C.TX., for the southernmost corner of a 24.863 acre tract, conveyed to Rudy Cisneros, also being the easternmost corner of said 1 acre tract, for the **POINT OF BEGINNING** and the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 1 acre tract and said 18.62 acre tract, S44°50'00"W, for a distance of 324.33 feet to a point for the southernmost corner of the herein described tract, also being a northeastern corner of the remainder of a 14.156 acre tract conveyed to Kenneth Joe O'bryant In Volume 1219, Page 80 of the O.P.R.H.C.TX.,


THENCE, with the common boundary line of said 1 acre tract and the remainder of said 14.156 acre tract, the following 2 courses and distances numbered 1 through 2:

1. N34°09'34"W, for a distance of 161.82 feet to a point for the westernmost corner of the herein described tract,
2. N52°32'04"E, for a distance of 301.39 feet to a point in the southwestern boundary line of said 24.863 acre tract for the northernmost corner of said 1 acre tract, also being the northernmost corner of the herein described tract,

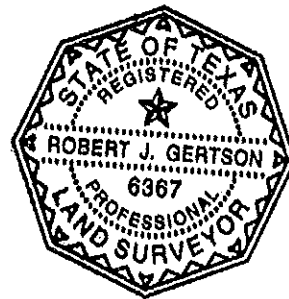
THENCE, with the common boundary line of said 1 acre tract and said 24.863 acre tract, S42°38'00"E, for a distance of 118.57 feet to the **POINT OF BEGINNING**, and containing 1.000 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2276, PAGE 571 (O.P.R.H.C.TX.), NO ON THE GROUND SURVEY WAS PERFORMED

Surveyed by:

 8-28-13

ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



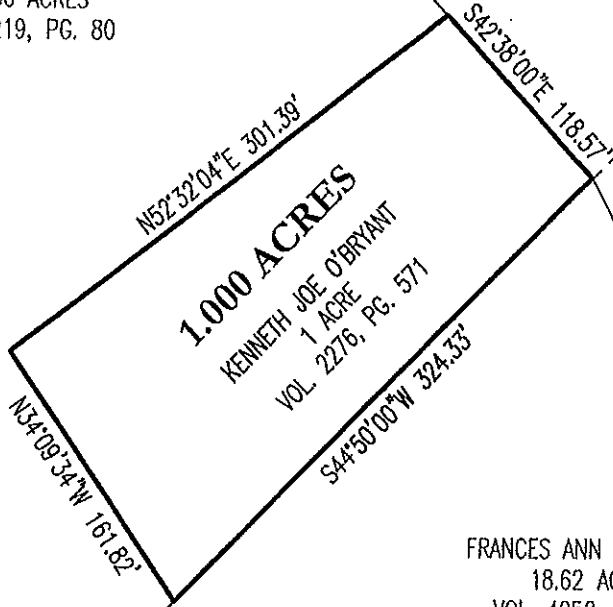
SCALE: 1" = 100'

OBRYANT ROAD (R.O.W. VARIES)

WM. HEMPHILL SURVEY, A-221

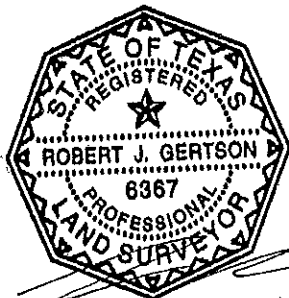
RUDY CISNEROS
24.863 ACRES

KENNETH JOE O'BRYANT
REMAINDER OF
14.156 ACRES
VOL. 1219, PG. 80



POINT OF BEGINNING

FRANCES ANN PENDLETON
18.62 ACRES
VOL. 4052, PG. 368



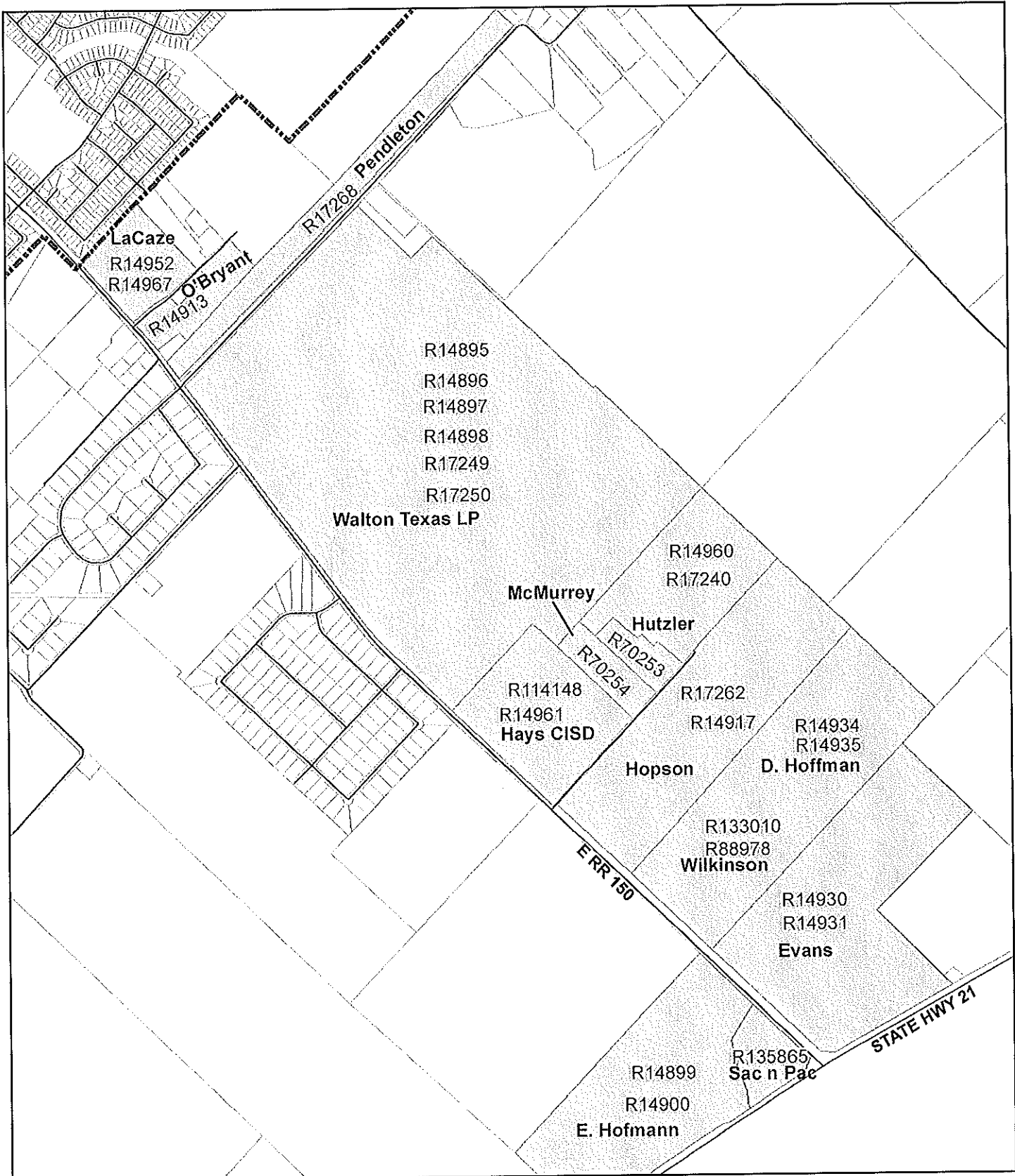
9-28-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 2276, PAGE 571, (O.P.R.H.C.T.X.)

Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying
5501 West William Cannon Drive ♦ Acuña, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

EXHIBIT C

PROPERTY MAP



	Parcel Lines	<p style="text-align: center;"><u>Proposed Annexations</u></p>		
	Proposed Annex			
	Current Kyle City			



CITY OF KYLE, TEXAS

Annexation - Development Agreement - Sharon Wilkinson

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH SHARON HOFMAN WILKINSON FOR APPROXIMATELY 20.699 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

 [ordinance and exhibits](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH SHARON HOFMAN WILKINSON FOR APPROXIMATELY 20.699 ACRES GENERALLY LOCATED NORTH OF E. RR 150 AND WEST OF STATE HIGHWAY 21; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 20.699 acres of Land in Hays County, Texas that is generally located north of E. RR 150 and west of State Highway 21(as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.
In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER" Sharon Hoffmann Wilkinson

By: Sharon Hoffmann Wilkinson

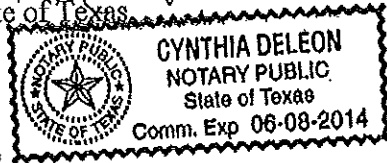
Name: Sharon Hoffmann Wilkinson

Date: 8-28-2013

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 28th day of August 2013, by Sharon Hoffmann Wilkinson, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Cynthia DeLeon
Notary Public, State of Texas



(NOTARY SEAL)

“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

20.699 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 20.7 ACRE (CALLED) TRACT OF LAND, CONVEYED TO SHARON HOFMANN WILKINSON IN VOLUME 3843, PAGE 593, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 20.699 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point for the southernmost corner of said 20.7 acre tract on the northeastern right-of-way line of F.M. 150 (R.O.W. varies), at the westernmost southwestern corner of an 102.167 acre (called) tract conveyed to Harvey & Gloria Evans Trustee in Volume 497, Page 528 of the O.P.R.H.C.TX., for the southernmost southeastern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the northeastern right-of-way of said F.M. 150, common to the southwestern boundary line of said 20.7 acre tract, N45°07'23"W, for a distance of 286.30 feet to a point for the southernmost corner of a remainder of a 99.75 and remainder of 6.75 acre tract conveyed to Donald & Gene Lynette Hofmann in Volume 443, Page 174 of the O.P.R.H.C.TX., also being the westernmost corner of said 20.7 acre tract,

THENCE, with the southwestern boundary of said Hofmann acre tract, common to the northwestern boundary line of said 20.7 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) N45°00'00"E, for a distance of 2475.02 feet to a point for the northeast corner of the herein described tract, and
- 2) S45°00'00"E, for a distance of 460.78 feet to a point in the northwestern line of said 102.166 acre tract also being an eastern corner of said Hofmann acre tract, and also being the easternmost corner of said 20.7 acre tract,

THENCE, with the common boundary of said 102.167 acre tract and said 20.7 acre tract, the following three (3) courses and distances numbered 1 through 3:

- 1) S45°26'55"W, for a distance of 1135.09 feet to a point,
- 2) N45°33'36"W, for a distance of 165.60 feet to a point, and
- 3) S45°00'00"W, for a distance of 1337.73 feet to the **POINT OF BEGINNING**, and containing 20.699 acres of land.

Surveyed by: _____

[Signature] 8-28-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 aaron@cbdeng.com



BEARING BASIS: PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 3843, PAGE 593 (O.P.R.H.C.TX.)

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 400'

WM. HEMPHILL SURVEY, A-221

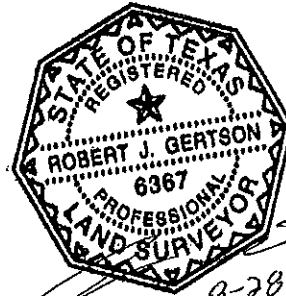
MARK, SHARON &
GENE LYNETTE HOFMANN
REMAINDER OF
TRACT 2: 6.75 ACRES
VOL. 443, PG. 174

MARK, SHARON &
GENE LYNETTE HOFMANN
REMAINDER OF
TRACT 1: 99.75 ACRES
VOL. 443, PG. 174


20.699 ACRES
SHARON HOFMANN WILKINSON
(20.7 ACRES CALLED)
VOL. 3843, PG. 593

HARVEY & GLORIA EVANS TRUSTEE
102.167 ACRES
VOL. 497, PG. 528

POINT OF BEGINNING



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 3843, PAGE 593 (O.P.R.H.C.TX.)



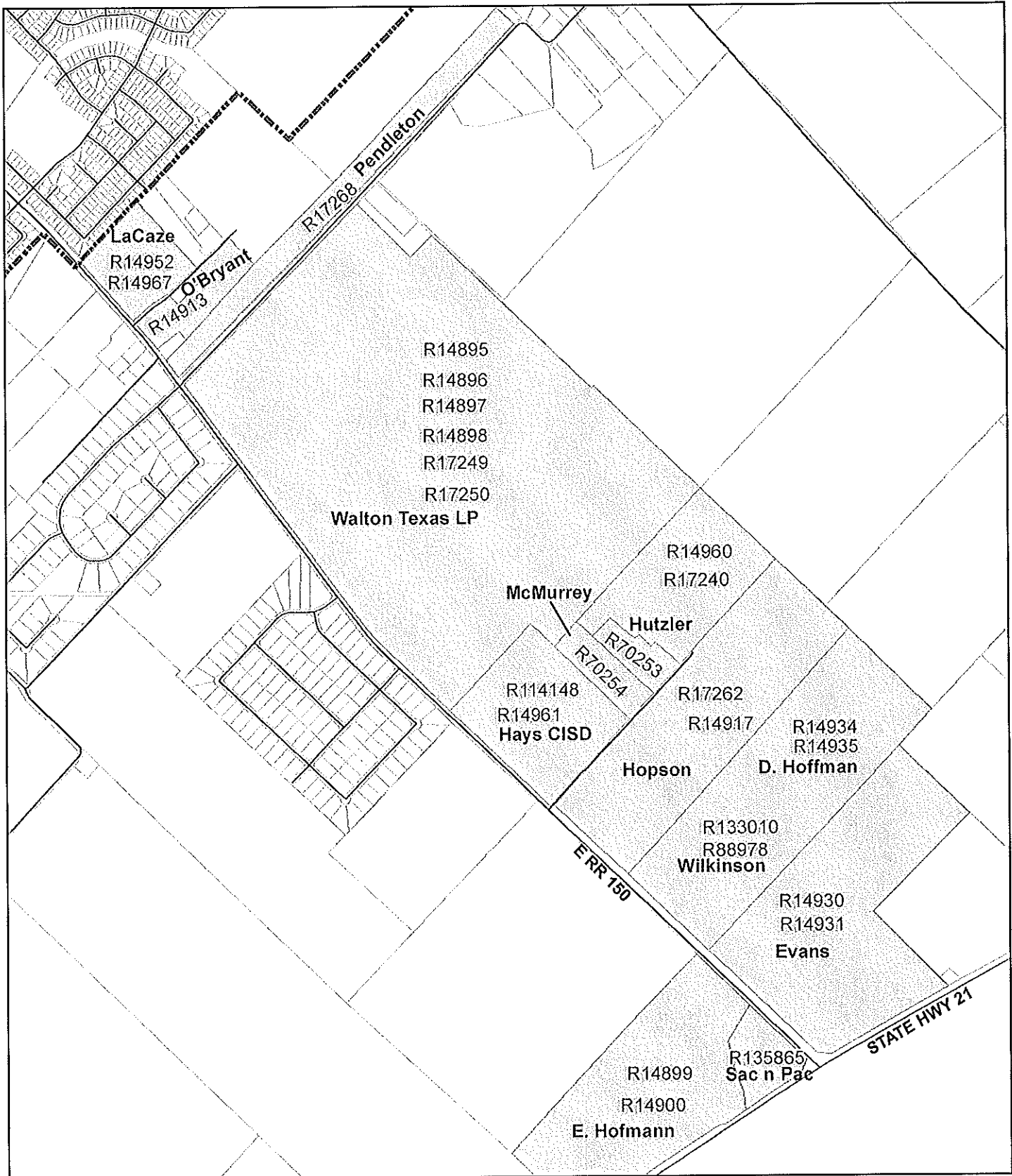
Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
5501 West William Cannon Drive ♦ Austin, Texas 78749
Phone No. (512) 290-5160 ♦ Fax (512) 290-5160

31

EXHIBIT C

PROPERTY MAP



	<p>Parcel Lines</p>	<p>Proposed Annexations</p>		
	<p>Proposed Annex</p>		<p>0 875 1,750 Feet</p> <p>Item # 313,500</p>	
	<p>Current Kyle City</p>			



CITY OF KYLE, TEXAS

Annexation - Development Agreement Ky-Tex

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH KY-TEX PROPERTIES, FOR APPROXIMATELY 133.925 ACRES GENERALLY LOCATED WEST OF N.OLD STAGECOACH ROAD AND NORTH OF CYPRESS ROAD; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.~ *Sofia Nelson, Director of Planning*

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

 [ordinance and exhibits](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH KY-TEX PROPERTIES, FOR APPROXIMATELY 133.925 ACRES GENERALLY LOCATED WEST OF N.OLD STAGECOACH ROAD AND NORTH OF CYPRESS ROAD; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code" (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

Section 1. 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. The City Council hereby approves the Development Agreement for approximately 133.925 acres of Land in Hays County, Texas that is generally located west of N. Old Stagecoach Road and north of Cypress Road (as shown in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. 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, Texas 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

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.
In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER

By: Aubrey Gregg, G.P.

Name: KV-TEX PROPERTIES L.P.

Date: 8/16/13

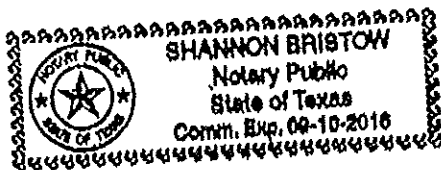
THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on the 16th day of August 2013, by Aubrey Gregg, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. SB

Shannon Bristow
Notary Public, State of Texas

(NOTARY SEAL)



“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

133.925 ACRES
 SAMUEL PHARASS SURVEY, ABSTRACT NO. 360
 JOHN PHARASS SURVEY, ABSTRACT NO. 361
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL PHARASS SURVEY, ABSTRACT NUMBER 360, AND THE JOHN PHARASS SURVEY ABSTRACT NUMBER 361, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 135.78 ACRE TRACT OF LAND, CONVEYED TO KY-TEX PROPERTIES, AS TRACT 1 IN VOLUME 254, PAGE 848, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 133.925 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the western right-of-way line of Old Stagecoach Road (R.O.W varies), also being in the eastern boundary line of said 135.78 acre tract, for the northeastern corner of a 0.805 acre tract conveyed to Martha Faye Prado in Volume 2257, Page 881 of the O.P.R.H.C.TX., for the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 0.805 acre tract and the herein described tract, the following two (2) courses and distances, numbered 1 through 2,

1. S83°33'49"W, for a distance of 232.68 feet to a point for an interior ELL corner of the herein described tract, also being the northwestern corner of said 0.805 acre tract, and
2. S00°52'41"E, for a distance of 100.49 feet to a point for the southwestern corner of said 0.805 acre tract and the northwestern corner of a 1.055 acre tract conveyed to Audrey Oswalt in Volume 398, Page 261 of the O.P.R.H.C.TX.,

THENCE, with the common boundary line of said 1.055 acre tract and the herein described tract, the following four (4) courses and distances, numbered 1 through 2,

1. S01°24'06"E, for a distance of 30.22 feet to a point,
2. S00°19'08"E, for a distance of 46.73 feet to a point,
3. S00°50'37"E, for a distance of 158.28 feet to a point for an interior ELL corner of the herein described tract, also being the southwestern corner of said 1.055 acre tract, and
4. N89°10'08"E, for a distance of 202.95 feet to a point on the common boundary line of said 135.78 acre tract and the western right-of-way of said Old Stagecoach Road, for the southeastern corner of said 1.055 acre tract,

THENCE, with the western right-of-way of said Old Stagecoach Road, common to the eastern boundary of said 135.78 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S18°01'00"W, for a distance of 475.30 feet to a point,
2. S09°24'00"E, for a distance of 40.97 feet to a point, and
3. S16°30'00"E, for a distance of 1287.26 feet to a point on the western R.O.W. line of said Old Stagecoach Road, also being in the northern R.O.W. line of C.R. 225, also known as Cypress Road, (R.O.W varies), common to a southeastern boundary line of said 135.78 acre tract for the easternmost corner of the herein described tract,

THENCE, with said southeastern boundary line of said 135.78 acre tract, common to the northern right-of-way line of said C.R. 225, S58°27'00"W, for a distance of 11.41 feet to a point,

THENCE, with the common northern right-of-way line of said C.R. 225 and the southern boundary line of said 135.78 acre tract, N64°44'00"W, for a distance of 468.06 feet to a point for the southeastern corner of an 8.95 acre tract conveyed to Mary Lee Gipson in Volume 719, Page 89 of the O.P.R.H.C.TX.,

THENCE, with the common boundary line of said 8.95 acre tract and said 135.78 acre tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N21°09'00"E, for a distance of 218.92 feet to a point for an interior ELL corner of the herein described tract,
2. N74°32'00"W, for a distance of 682.19 feet to a point for the northernmost corner of said 8.95 acre tract,
3. S47°08'00"W, for a distance of 427.34 feet to a point,
4. S61°35'00"W, for a distance of 97.82 feet to a point,
5. S49°40'00"W, for a distance of 370.90 feet to a point,

133.925 ACRES
 SAMUEL PHARASS SURVEY, ABSTRACT NO. 360
 JOHN PHARASS SURVEY, ABSTRACT NO. 361
 HAYS COUNTY, TEXAS
 ANNEXATION

6. S53°29'00"W, for a distance of 14.52 feet to a point,
7. S61°13'00"W, for a distance of 166.97 feet to a point, and
8. S69°49'00"W, for a distance of 74.91 feet to a point on the northern right-of-way line of said C.R. 225, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said C.R. 225 and said 135.78 acre tract, the following nine (9) courses and distances, numbered 1 through 9,

1. N68°09'00"W, for a distance of 96.92 feet to a point,
2. N62°31'00"W, for a distance of 79.55 feet to a point,
3. N47°40'00"W, for a distance of 145.23 feet to a point,
4. N45°55'00"W, for a distance of 437.52 feet to a point,
5. N14°47'00"W, for a distance of 516.59 feet to a point,
6. N33°12'00"W, for a distance of 48.34 feet to a point,
7. N54°55'00"W, for a distance of 49.91 feet to a point,
8. N78°24'00"W, for a distance of 477.09 feet to a point, and
9. N39°15'00"W, for a distance of 155.29 feet to a point on the southeastern boundary line of a 195.14 acre tract conveyed to The State of Texas in Volume 2965, Page 484 of the O.P.R.H.C.TX., for the westernmost corner of said 135.78 acre tract, also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 135.78 acre tract and said 195.14 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N50°32'00"E, for a distance of 1590.47 feet to a point,
2. N50°33'00"E, for a distance of 420.55 feet to a point,
3. N27°18'00"E, for a distance of 50.08 feet to a point for an Interior ELL corner of said 195.14 acre tract,
4. S41°53'00"E, for a distance of 40.20 feet to a point for an interior ELL corner of the herein described tract,
5. N50°32'00"E, for a distance of 1572.07 feet to a point, and
6. N52°07'00"E, for a distance of 21.98 feet to a point for the northernmost corner of the herein described tract,

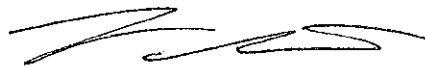
THENCE, leaving the common boundary line of said 195.14 acre tract and said 135.78 acre tract with a northeastern boundary line of said 135.78 acre tract, S48°29'00"E, for a distance of 46.62 feet to a point on the western right-of-way line of said Old Stagecoach Road,

THENCE, with the common boundary of the western right-of-way of said Old Stagecoach Road and said 135.78 acre tract, the following two (2) courses and distances, numbered 1 through 2:

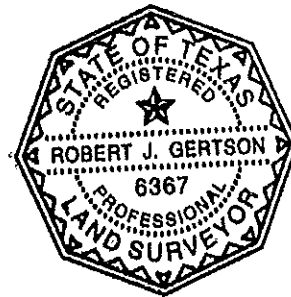
1. S14°41'00"E, for a distance of 382.58 feet to a point, and
2. S06°00'00"E, for a distance of 971.83 feet to the **POINT OF BEGINNING**, and containing 133.925 acres of land.

SURVEY WAS PERFORMED FROM RECORD INFORMATION FOUND IN VOLUME 254, PAGE 848 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

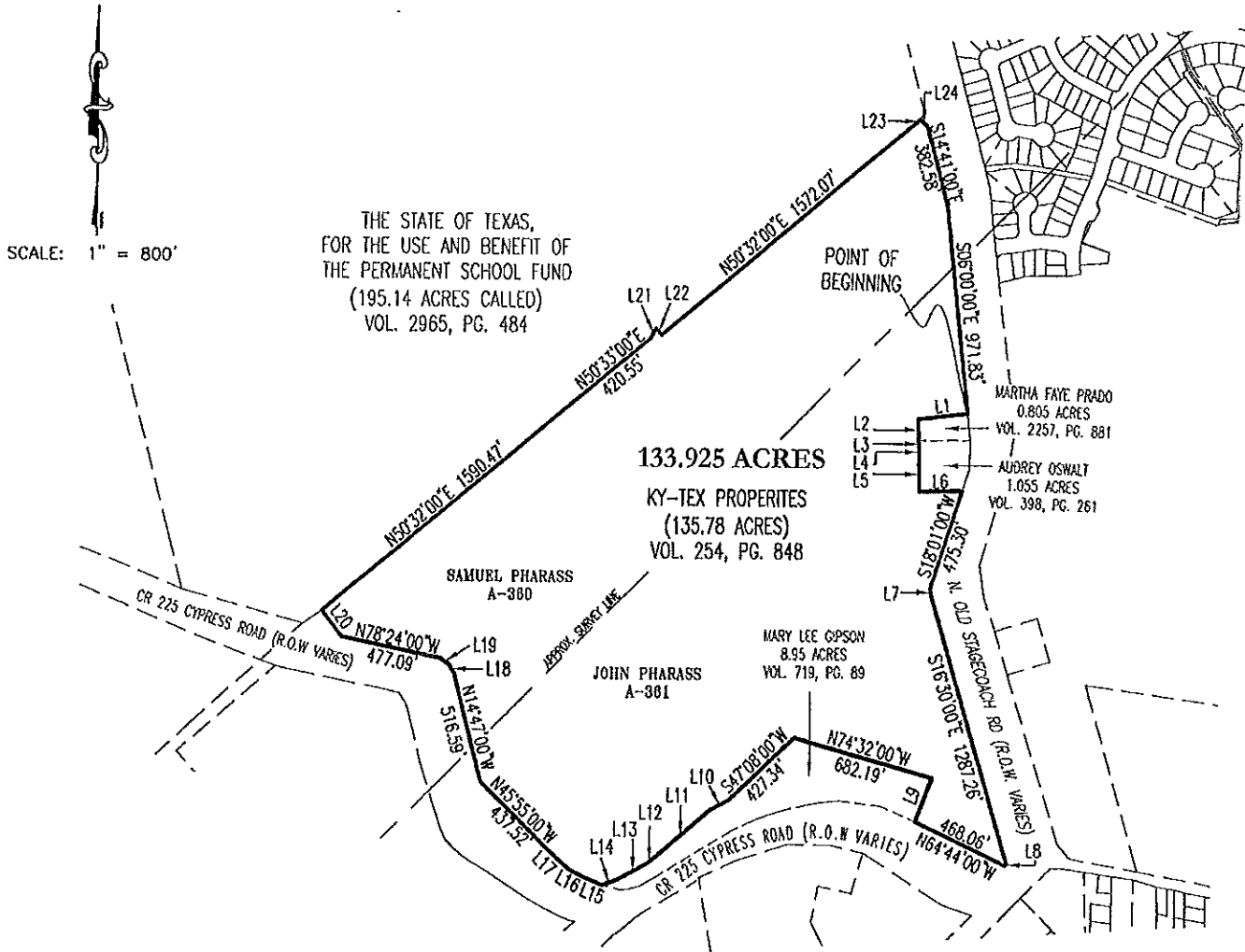
Surveyed by:

 8-29-13

ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com

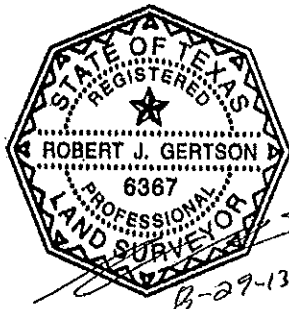


SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	232.68	S83°33'49"W
L2	100.49	S00°52'41"E
L3	30.22	S01°24'06"E
L4	46.73	S00°19'08"E
L5	158.28	S00°50'37"E
L6	202.95	N89°10'08"E
L7	40.97	S09°24'00"E
L8	11.41	S58°27'00"W
L9	218.92	N21°09'00"E
L10	97.82	S61°35'00"W
L11	370.90	S49°40'00"W
L12	14.52	S53°29'00"W

LINE TABLE		
LINE	LENGTH	BEARING
L13	166.97	S61°13'00"W
L14	74.91	S69°49'00"W
L15	96.92	N68°09'00"W
L16	79.55	N62°31'00"W
L17	145.23	N47°40'00"W
L18	48.34	N33°12'00"W
L19	49.91	N54°55'00"W
L20	155.29	N39°15'00"W
L21	50.08	N27°18'00"E
L22	40.20	S41°53'00"E
L23	21.98	N52°07'00"E
L24	46.62	S48°29'00"E






Carlson, Brigance & Doering, Inc.
 Civil Engineering ♦ Surveying
 5501 West Wilham Carson Drive ♦ Austin, Texas 78749
 Phone No. (512) 283-5161 ♦ Fax No. (512) 283-5165

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 254, PAGE 848 (O.P.R.H.C.TX.)

EXHIBIT C

PROPERTY MAP



	Parcel Lines
	Proposed Annexations
	Current Kyle City Limits

on N Old Stagecoach Rd
and Cypress Rd
HaysCAD ID# R16956

0 500 1,000 Item # 3,9032

Feet



CITY OF KYLE, TEXAS

Rules of Council Revisions

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation:

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AMENDING THE CITY OF KYLE RULES OF CITY COUNCIL, PROVIDING FOR MEETINGS, AGENDA, COUNCIL PROCEEDINGS, PARLIAMENTARY PROCEDURE, DEBATE, DECORUM, CITIZEN PARTICIPATION AT MEETINGS, AND MISCELLANEOUS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

[Rules of City Council-Rev3, 8-28-13-13](#)

[Resolution-Rules of Council, 9-3-13](#)

CITY OF KYLE
RULES OF CITY COUNCIL

Effective immediately following adoption of these rules, the following rules, regulations, and bi-laws will be adhered to by the Kyle City Council. They shall remain in effect unless otherwise changed by formal approval by City Council. Such action is authorized and is in keeping with **Kyle City Charter**, Article III, Section 3.05, which states, in part, that the City Council may determine the rules of its proceedings.

A. MEETING - Three types of meetings are recognized:

1. **Regular Meetings** will be held on the first and third Tuesday night of each month. The fourth Tuesday night of each month shall be informally reserved for other meetings, and such meetings shall be called in accordance with the stipulations indicated in this section. Unless determined otherwise, such meetings will be held at the City Hall in the Council Chamber commencing at 7:00 P.M., with a goal to conclude at 10:00 P.M.
2. **Special Meetings** are subject to call by the Mayor or City Manager, subject to a majority will. Except in unusual circumstances, these meetings will be held at the City Hall at a stated time. The purpose of such meeting is to act upon matters of an emergency nature that should not be delayed until a Regular Meeting. Minutes of such meeting will be maintained as a Special Meeting.
3. **Workshop Meetings** are subject to call by the Mayor, City Manager, or Councilmember, subject to a majority will. The time, place and purpose will be stated at each instance. The purpose of such meeting shall be to discuss in-depth or to explore matters of interest to the City, such as a meeting with one of the City's appointed committees, or the Council may wish to explore a matter in great detail. The fourth Tuesday night of each month shall be reserved for Workshop Meetings only if needed. Additional Workshop Meetings will be called only if needed.

B. AGENDA - The following stipulations relate to the Agenda for Meetings of the Council:

1. All Councilmembers may submit agenda items to the City Manager. Agenda items must reach the City Manager's Office at 5:00 P.M. seven-five (57) days prior to the Regular Meeting. A Councilmember may submit no more than three (3) agenda items per meeting. All items submitted by the deadline will appear on the agenda for the meeting. The Mayor, working in conjunction with the City Manager will exercise their best judgment in determining what other business items *are* the most important for placement on the agenda for consideration by the Council.

When an individual Councilmember requests that an item be included on the meeting agenda, the City Manager and/or staff shall not be compelled to conduct any research or preparation for such agenda item. Any direction to the staff or request for information relative to said agenda item, other than public records, shall be provided by a majority of the Council, subsequent to discussion of such item at the meeting.

2. Any Department Head wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval. The City Manager may establish procedures for submission of routine items without his approval.

3. Council Agenda Packets for all Regular Meetings will be developed and delivered to

Councilmembers no less than four (4) days preceding meetings. This should afford ample opportunity for all Councilmembers to inquire into the nature of each matter to be discussed or personally investigate the matter so as to better inform himself/herself before a Council Meeting.

4. Council Agenda Packets shall be exclusively developed for and distributed to the Mayor, City Council, and City Manager; and the appropriate staff as determined by the City Manager.

5. The City Secretary's Office will assume responsibility for posting a copy of the agenda advising the public of any public meetings as required by law and/or these rules. Said-agenda will be posted at the designated public site at least twenty-four (24) hours preceding the time of the meeting. The City Manager and City Secretary will work jointly to assume responsibility for compliance with the Texas Open Meeting Law.

6. At any Special Meeting called pursuant to Section A-2. above, Council shall restrict its discussion and action solely to the item or items contained on the agenda for that meeting. However, other matters of an emergency or urgent nature and requiring the action of Council prior to the next regularly scheduled Council Meeting may be considered at any such Special Meeting upon a majority vote of the Council.

7. The purpose of Workshop Meetings is to explore or discuss city business without taking specific action. The general public can, of course, attend such meeting if they wish, but they may not participate in the proceedings unless invited to do so. Occasionally, public hearings may be held at Workshop Meetings for the convenience of the public.

C. COUNCIL PROCEEDINGS - These procedures shall apply to all meetings of the City Council.

1. **Chair** - The Mayor shall be the presiding officer at all meetings of the City Council and have a voice in all of its proceedings. In event of the absence of the Mayor, the Mayor Pro-Tem, shall be the presiding officer. In the event of the absence of the Mayor and Mayor Pro-Tem, the meeting shall be rescheduled.

2. **Roll Call** - The presiding officer shall take the Chair at the hour appointed for Council to meet, and shall immediately call the City Council to order. The roll shall then be taken by the City Secretary, who shall enter in the minutes of each meeting the names of members present. In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote, take a recess or recesses and cause the City Secretary to inquire as to the attendance of the absent members.

3. **Addressing the Chair** - Councilmembers shall speak in Council Meetings only upon being recognized by the Mayor or Chair, whose recognition shall not be withheld. A Councilmember shall signal his or her request for recognition by raising his or her hand.

4. **Voting** - All members of the Council present shall vote upon every issue, subject or matter properly before the Council and requiring a Council vote; provided that, if any member of the Council has a conflict of interest that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issues, shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of Council present and voting, and not less than four (4) affirmative votes shall be required to pass, approve, adopt, take action on, or consent to any ordinance, resolution, action, matter, issue, or motion (*Kyle City Charter, Article III, Section 3.08.*)

Recordation of Vote - At the discretion of the Mayor or Chair, any vote on a qualifying motion may be recorded by either a simultaneous voice vote of Councilmembers or by individual roll call. A roll call vote shall be taken and duly recorded upon request by any member of the Council.

5. **Excusal from Attendance** - No member shall be excused from attendance at a Council meeting except by a vote of a majority of the members present.

D. PARLIAMENTARY PROCEDURE - In conducting all meetings of City Council, it shall be Council's intent to follow Robert's Rules of Order and the following commonly used procedures:

PARLIAMENTARY QUESTIONS, MOTIONS AND THEIR PRECEDENCE:

	Debatable	Amenable	A Majority Vote (of those present)
1. To adjourn	No	No	Yes
2. To take a recess	No	Yes	Yes
3. For the previous question	No	No	Yes
4. To continue to a time certain	Yes	Yes	Yes
5. To amend	Yes	Yes	Yes
6. To offer a substitute amendment	Yes	Yes	Yes
7. To postpone indefinitely	Yes	No	Yes
8. To table	Yes	No	Yes
9. To adjourn to Executive Session	Yes	Yes	Yes
10. To reconvene to Regular Session after Executive Session	No	Yes	Yes

1. **Opening an Item for Discussion** - The City Council shall discuss agenda items prior to their formal consideration by motion. To initiate such discussion, the Mayor or Chair shall introduce the agenda item, in most cases by reading the heading of the proposed legislation. After the Mayor or Chair has introduced the agenda item, he shall declare it "open for discussion". Council members shall then adhere to the procedures defined herein for general discussion or debate of the pending item.

2. **Handling a Motion** - The three steps by which a motion is normally brought before Council are as follows: (1) A Councilmember makes the motion, (2) another Councilmember seconds the motion, and (3) the Mayor or Chair states the question on the motion.

Neither the making nor the seconding of a motion places it before the Council; only the Mayor can do that, by the third step. When the Mayor has stated the question, the motion is pending. It is then open to further debate (parliamentary name given to any form of discussion of merits of a motion), if necessary. [The Mayor must not withhold stating a motion to block legislation or debate before Council.](#)

Any Councilmember who has made a motion that has been duly placed before Council will have the right to speak first in debate, if so desired, after the Mayor has stated the question.

3. **Amending a Motion** - Amending a motion that is before Council allows for additional clarification of action pending before Council. After any motion is made and properly seconded, placing it before the Council, the Mayor or Chair shall ask if there are any questions or further discussion. If, as a result of the ensuing discussion, the Councilmember who made the motion wishes to amend, add to, and/or clarify his motion, he shall be permitted to do so before the vote is taken. Upon its proper seconding by a Councilmember, the amended motion shall be

immediately put to a vote.

4. **Close Debate to Vote** - Any Councilmember may call for the question on any issue, and upon seconding by another Councilmember, the issue shall immediately be put to vote. This shall be done by the member calling for the previous question. Passage of the motion to address the previous question shall terminate debate on the motion, amendment, or amend motion, and the matter shall move on immediately.

Debate shall normally be closed after every Councilmember wishing to speak has been given every opportunity to speak and no Councilmember has any additional comments to make. When the debate appears to have closed, the Mayor or Chair shall ask if any Councilmember has a motion to make.

Additionally, any Councilmember may terminate debate by calling for the previous question. The effect of this motion is to immediately terminate debate on this motion, amendment, or amended motion and at once take a vote on the immediately pending question. If this is voted down, discussion continues.

5. **Reconsider** - Reconsidering previous Council action enables a majority of Council, within a limited time and without notice, to bring back for further consideration a motion that has already been voted on. The purpose of reconsidering a vote is to permit correction of hasty or erroneous action, or to take into account added information or a changed situation that has developed since the taking of the vote. The motion to reconsider has the following unique characteristics:

a.) It can be made only by a member who voted with the prevailing side. In other words, a motion to reconsider can only be made by one who voted aye if the motion involved was adopted, or no if the motion was lost.

b.) In a session of one day, such as an ordinary meeting, the motion to reconsider can be made only on the same day the vote to be reconsidered was taken.

E. DEBATE

1. **Limit Debate** - The Mayor and/or a majority of Council may agree to limit debate on any business before it. That agreement must be formalized by Council on a roll call vote.

2. **Assignment of the Floor for Debate** - When a measure is presented for consideration by the Council, the Mayor or Chair shall recognize the appropriate individual to present the case. If the Councilmember who made the motion that is immediately pending claims the floor and has not already spoken on the question, he is entitled to be recognized in preference to other members. When two or more Councilmembers wish to speak, the Mayor shall select the individual who is to speak first. A motion can be made only by that Councilmember who has been recognized by the Mayor as having the floor.

3. The Mayor shall not be obligated to recognize any Councilmember for a second comment on the subject or amendment until every Councilmember wishing to speak has been allowed a first comment. Councilmembers shall also have the right to yield a portion of time to another member.

4. No Councilmember who has already had the floor in debate on the immediately pending question is entitled to it again on the same question, so long as any member who has not spoken on that question claims the floor.

5. No member of the Council shall interrupt another while speaking except to make a point of

order or ~~to~~ make a point of personal privilege. When a Councilmember has been assigned the floor and has begun to speak, he cannot be interrupted by another member or the Mayor except for one of the following purposes, and only then when the urgency of the situation justifies it:

- a.) a Call for time Orders of the Day (requiring Council to conform to its agenda),
- b.) raising a question of privilege,
- c.) a Point of Order (calling of failure to observe these rules),
- d.) an inquiry that requires an immediate response.

F. **DECORUM**

1. Dilatory & Improper Motions - A motion is dilatory if it seeks to obstruct or thwart the will of the assembly as clearly indicated by the existing parliamentary situation. Parliamentary forms are designed to assist in the transaction of business. Even without adopting a rule on the subject, every deliberative assembly has the right to protect itself from the use of these forms for the opposite purpose. It is the duty of the Mayor or Chair to prevent Councilmembers from misusing the legitimate motions, merely to obstruct business.

Whenever the Mayor becomes convinced that one or more members are using parliamentary forms for obstructive purposes, he should rule that such motions are out of order,

2. No Councilmember shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use language tending to hold a member of the City Council up to contempt.

3. If a Councilmember is speaking or otherwise transgressing the rules of the Council, the Mayor shall, or any Councilmember may, call him or her to order in which case he or she shall immediately be quiet unless permitted to explain. City Council itself shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but not otherwise. If determined to have transgressed the rules by a majority of Council, said member may be subject to censure or other such punishment as the Council deems proper amid consistent with City Ordinances and the City Charter.

~~G. **COMMITTEES** - The following provisions relate to the formation and operation of committees that are authorized by the City Council:~~

~~1. Standing Advisory Committees - Notwithstanding any conflicting provisions in the City Charter or City Ordinances, the Mayor may propose and the City Council may authorize by a majority vote, the creation of standing committees to study and make recommendations related to issues deemed appropriate by the City Manager, Mayor and City Council. A standing committee may consist of up to nine (9) members, of which, no more than two may be members of the City Council. Public members of standing committees serve at the will of the Mayor and City Council; must be registered to vote in the City of Kyle and shall be appointed to two-year terms. A standing committee is advisory in nature only and may be dissolved by a majority vote of the City Council. To maximize citizen participation on standing committees, a public appointee may not be concurrently appointed to more than one standing committee. A Standing Committee may not be created for the purpose of exercising the City Council's police powers and investigatory authority expressly authorized in Section 4.03, subsections (k) and (in) of the City Charter; nor for any purpose that is provided for in the City Ethics Ordinance and thus appropriately addressed by the City Ethics Commission established under Article XII of the City Charter.~~

~~2. Ad hoc Advisory Committees - Notwithstanding any conflicting provisions in the City~~

~~Charter or City Ordinances, the Mayor may establish an Ad hoc Committee of no more than two council members and the City Manager or the City Manager's designee to study and make recommendations regarding a short-term or specific concern properly brought before the City Council. The Mayor is not required to appoint but may appoint no more than two additional members of the public to an Ad hoc committee if the Mayor determines that an individual's expertise in the matter to be considered will substantially assist the committee in making a recommendation to the City Council. An Ad hoc committee is advisory in nature only and is dissolved immediately upon the committee reporting back to the full City Council with a recommendation. An Ad hoc Committee may not be created for the purpose of exercising the City Council's police powers and investigatory authority expressly authorized in Section 4.03, subsections (k) and (in) of the City Charter; nor for any purpose that is provided for in the City Ethics Ordinance and thus appropriately addressed by the City Ethics Commission established under Article XII of the City Charter.~~

~~**H. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**—The following provisions govern the procedures for making appointments to boards, commissions and committees:~~

~~1. **Submission of Application**—The City Council shall adopt an application form that a member of the public must complete to be considered for an appointment to any board, commission or committee. The application shall request information necessary for the Mayor and City Council to make an informed decision regarding the applicants appointment. The application shall be submitted to the city administrative office and copies of all applications shall be provided to the Mayor, each member of the City Council and the City Manager.~~

~~—The City Secretary shall keep a copy of each application for at least one (1) year or so long as a person has been appointed. A single application may be considered for multiple appointments; before a nominee may be considered for confirmation by the City Council, an application must be submitted and filed with the City Secretary by 5:00 p.m. on Wednesday of the week immediately preceding the regularly scheduled City Council meeting in which the nominee is to be considered.~~

~~2. **Appointments to Boards and Commissions by the Mayor**—Consistent with the City Charter, the Mayor shall nominate individuals for appointments to all Boards and Commissions unless the City Charter expressly provides otherwise. Nominations for such appointments shall be individually confirmed by a simple majority vote of the City Council.~~

~~3. **Mayoral Appointments to Standing Committees**—Consistent with Section G-1 of the Rules of Council, the Mayor shall nominate two members of Council to serve on each standing committee. Such an appointment must be confirmed by a simple majority vote of the City Council. Once appointed, a member of council serves a term on the committee that is concurrent with their term of office. A council member serving on a committee may voluntarily relinquish their appointment or may be removed by an affirmative vote of five (5) members of council.~~

~~4. **City Council Appointments to Standing Committees**—Consistent with Section G-1 of the Rules of Council, the Mayor and members of the City Council may each appoint one (1) qualified applicant to serve on each standing committee. Nominations for such appointments shall be individually confirmed by a simple majority vote of the City Council.~~

~~5. **Appointments to the Charter Commission**—As provided by Section 13.08 of the City Charter, the City Council shall appoint a Commission to review, hold hearings upon, and make recommendations for the amendment, if any, to the City Charter. Beginning with the year 2005, the City Council shall appoint and convene a Charter Commission every five (5) years. The Mayor and members of the City Council shall each appoint one (1) qualified applicant to serve on~~

~~the Charter Commission. Nominations for such appointments shall be individually confirmed by a simple majority vote of the City Council.~~

~~6. Selecting Board, Commission and Committee Chairs— Unless otherwise expressly provided by the City Charter or City Ordinance, the Mayor shall select a member of each Board, Commission, Standing Advisory Committee and Ad hoc Advisory Committee to serve as the chairperson. The selection of a chairperson for a Board or Commission must be confirmed by a simple majority vote of Council. Confirmation by City Council is not required for the selection of a chair person for a Standing Advisory Committee or an Ad hoc Advisory Committee.~~

GI. — CITIZEN PARTICIPATION AT MEETINGS— Neither the Texas Open Meetings Act nor the Kyle City Charter requires or compels the City Council to provide for citizen comments as part of Regular or Special business meetings as described herein. However, it shall be the policy of the Kyle City Council that reasonable efforts shall be made to accommodate or provide opportunities for comments and participation in such meetings by its citizens. The following procedures shall be utilized to provide for citizen participation:

1. All citizens attending any Regular or Special Council meeting will be asked to sign the roster provided. Their names will be added to the minutes of said meeting by the City Secretary as a matter of record.
2. Kyle citizens are encouraged to request discussion of any pertinent issue by City Council through the inclusion of said issues on meeting agendas in the manner discussed herein. It is the expressed desire of the City of Kyle to specifically address issues that are important to the general good amid best interests of the community. However, said issues must be brought forward in a proper and constructive manner to assure their appropriate consideration.
3. All citizens and visitors proposing an item for consideration or discussion by City Council must request the placement of said item on the meeting agenda in accordance with the provisions of Section B-1 of these *Rules of Council*.
4. A “Citizens Comments” section may be listed upon each Regular Meeting agenda to allow for general comments on city issues from its residents. This item will be provided specifically for general comments from residents or citizens of the City of Kyle. When properly recognized by the Mayor under this agenda item, citizens will be limited to three (3) minutes for comments. ~~The maximum time allotted for all “Citizens Comments” at any one meeting shall not exceed a total of fifteen (15) minutes.~~
5. As a general rule, Council and/or the staff shall not respond to questions or comments submitted under the “Citizens Comments” section of any meeting. Responses to said discussion will be considered for proper reply at an appropriate time. *Citizens are encouraged to submit requests for items of discussion in advance, so that all information germane to the subject they wish to be discussed can be available and considered.*
6. Citizens may, at the discretion of the Mayor or Chair of the meeting, participate in the discussion of any item of business as listed upon the meeting agenda. The Mayor or Chair of said meeting, may ask the citizens present if they wish to speak for or against any item as listed on the meeting agenda. If so, they may be given an opportunity to do so at the proper time, when duly recognized by the Mayor or Chair of the meeting.
7. All citizens as defined herein who wish to address Council shall complete a “Request to Address Council” form as provided prior to the meeting. Upon completion, said forms shall be

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submitted to either the City Secretary or the Mayor.

8. Citizens who wish to address a matter not on the agenda at a Regular Meeting may do so, but only under “Citizens Comments” as described above.

9. As a general rule, citizens may not participate in the discussion of the Council and staff at Workshop Meetings.

10. In the best interests of the City, the Mayor or Chair of the meeting may choose to alter some or all of these rules governing *Citizen Participation*, if deemed necessary to exact the appropriate information for consideration by Council.

HI. MISCELLANEOUS

1. **Approval of Minutes** - Approval of amid any amendments to minutes for council meetings shall only be considered as part of consideration for same on the appropriate meeting agenda. No member of Council shall request editing of the minutes as written by the City Secretary until the next Council meeting when same are submitted for given formal approval.

2. **Amending time Rules** -A majority vote of City Council is required to alter, amend, rescind, or supplement these rules. Any proposed alterations, amendments, or supplements shall be submitted in writing at a Regular Meeting arid placed on the agenda for the next Regular Meeting. By majority-recorded vote of all members elected to Council, such proposed alterations, amendments, or supplements may be adopted at the meeting at which the same are submitted.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AMENDING THE CITY OF KYLE RULES OF CITY COUNCIL, PROVIDING FOR MEETINGS, AGENDA, COUNCIL PROCEEDINGS, PARLIAMENTARY PROCEDURE, DEBATE, DECORUM, CITIZEN PARTICIPATION AT MEETINGS, AND MISCELLANEOUS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, Article III of the Kyle City Charter provides that City Council may determine and define the rule of its proceedings and require certain decorum it deems necessary to properly transact the business of the city; and,

Whereas, the *City of Kyle Rules of City Council* were developed by the City Manager and City Council establishing rules, regulations, and by-laws for conduct and procedures at all meetings of the City Council, and same were formally adopted by the City Council on December 7, 2002 and subsequently amended on July 19, 2005; and,

Whereas, the Mayor and City Council have now reviewed and agreed upon certain amendments to the *Rules of City Council* to amend rules and procedures for establishing Council Advisory Committees and appointments to boards, commissions and/or committees; to amend meeting conclusion time at any meeting; to amend Workshop Meeting dates; to amend the submission deadline for council agenda items; to amend handling a motion; and to amend time allotted for all "Citizen Comments" at any meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, 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 revised *City of Kyle Rules of City Council*, a copy of which is attached hereto marked "Exhibit A" and made part of this Resolution as if copied verbatim herein, are hereby approved and adopted as written.

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 3rd day of September, 2013.

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

Meeting Date: 9/3/2013
Date time: 7:00 PM

Design Services for Southside Wastewater Improvements

Subject/Recommendation: Authorize the Execution of Amendment Number 1 to the Professional Services Agreement with RPS ESPEY, D.B.A. as RPS (RPS) to perform the Design Services associated with the Southside Wastewater Improvements (WW Impact Fee Project) in an amount Not to Exceed \$53,442.00, revising the total contract amount to \$374,419.00. ~ *Steven Widacki, P.E., City Engineer*

Other Information: RPS is designing the wastewater improvements to serve the Blanco River basin in the City's southern wastewater service area. RPS is working with the City's acquisition consultant on the project, LNV, Inc. (LNV).

This amendment to the design services contract is to incorporate several changes in scope to: a) design the initial segment of the 'Blanco Basin West Interceptor'; b) alter a segment of the 'Plum Basin Interceptor' route down the western driveway at the Public Works Building, and; c) re-route the lift station's force main down Post Road to shorten the length to be installed.

The 'Blanco Basin West Interceptor' ('a' above) is the portion of the project that will extend a gravity line north along Post Rd. then west across the Union Pacific Railroad (UPRR). This improvement will provide the gravity line segment crossing the UPRR to open up the majority of the Blanco Basin that exists west of the railroad. LNV's contract has already been amended to acquire the easements (3 parcels) necessary to extend this portion of the improvements.

The alteration of the gravity line segment to route down the western driveway of the Public Works Building ('b' above) is being added at the request of the Public Works Director to move the proposed alignment through the yard area to align along the eastern property boundary adjacent to the PAWS facility. This alignment will lessen the impact on the yard area and retain greater flexibility for future use of the yard area without the encumbrance of the WW line. This will also provide for removal of this driveway connection to FM 150, which was agreed to with TxDOT to obtain the current driveway connection for the site.

As part of the update to the Preliminary Engineering Report for the project, RPS was instructed to determine opportunities for cost savings to the overall project. This was done due to concerns that the ^{Cover Memo} ~~City~~ **Item # 34**

available WW Impact Fee funds would not be able to construct this project and the Bunton Creek Phase 3 WW Improvements project; under design by NWA, Inc. The lift station's force main was planned to follow the same route as the gravity main to minimize easement acquisition needs. As part of this exercise RPS determined the force main could be routed in the existing Post Rd. ROW and then bored across I-35 to continue its path back to the discharge point at the Plum Basin Interceptor. This re-routing of the lift station force main ('c' above) will achieve a reduction in the overall length of (Phase 1) force main (14-inch dia.) of approximately 2,000 linear feet. This will also result in a savings of the future force main to be completed with Phase 2 of the lift station. This resultant cost savings to Phase 1 of the project is approximately \$220,000.

The services to complete these three items include additional surveying, environmental and geotechnical services. These tasks will be completed by the various sub-consultants to RPS. These professional services (as well as the constructed WW improvements) will be completed using WW Impact Fee funds.

City Staff recommends approval of these services.

Attached: Amendment No. 1 from RPS (19 pp.)

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[PSA Amend #1 Soside WW RPS 2013 08 21](#)

[Fiscal Note](#)



4801 Southwest Parkway, Parkway 2, Suite 150, Austin, Texas 78735, USA
 T +1 512 326 5659 F +1 512 326 5723 W www.rpsgroup.com

July 16, 2013 (revised August 21, 2013)

Mr. Steven D. Widacki, P.E.
 City Engineer
 City of Kyle
 100 W. Center St.
 Kyle, TX 78640

RE: Proposal for Additional Professional Services – Contract Amendment No. 1
 Post Road Pipeline Alignment
 Southside Wastewater Improvements Project
 RPS Project No. 12066.00

Dear Mr. Widacki:

RPS Espey is pleased to present this proposal for additional professional engineering services for the new location of force mains along Post Road and Blanco Basin West Interceptor for the Southside Wastewater Interceptor Project. Additionally included are additional services associated with routing the interceptor along the western driveway at the Public Works Building. We are submitting this information for your review under the requirements of the Professional Services Agreement, Section XV, "Adjustments in Services."

The need for additional services is necessitated by findings presented in the Supplemental Preliminary Engineering Report dated May 17, 2013. The Supplement identified a cost saving measure by routing the force mains leaving the proposed Yarrington Lift Station along Post Road, then crossing in a bore beneath IH-35 before rejoining the common alignment.

Attached is a scope of work for civil design, survey, geotechnical, and environmental investigations. If the scope of work meets with your approval, please sign and return to our office. The total request is for \$53,442.00 for RPS and the subconsultants, as summarized on attachment B-1.

Please feel free to contact me by phone or email at any time. Thank you for the opportunity to submit our request.

Sincerely,
 RPS Espey
 TBPE Firm Reg. No. F-293

Samuel C. Shorter, P.E.
 Project Manager

Attachments

Cc: Dale W. Gray, P.E.

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EXHIBIT A
SCOPE OF SERVICES
CONTRACT AMENDMENT NO. 1

Updated Task 2.5: Data Collection and Preliminary Investigations

Environmental Assessment – ENGINEER and its environmental subconsultant will walk the alignment along Blanco Basin West Interceptor and Post Road identifying and documenting environmental constraints as described in Hicks & Company’s attached scope. ENGINEER will incorporate environmental constraints on base maps. The environmental assessment will be included with the 60% Design Submittal developed in Task 4. See Hicks & Company proposal Attachment A-1.

Updated Task 3.2: Preliminary Engineering (30% Design)

Horizontal Alignment Evaluation: ENGINEER will examine alternative of locating force mains in Post Road to reduce total length. Additionally, ENGINEER will evaluate extending the Blanco Basin West Interceptor to the north then west to serve the most southern portion of the City of Kyle service zone.

Updated Task 3.4: Preliminary Engineering (30% Design)

Supplemental Preliminary Engineering Report (PER): ENGINEER will prepare a supplemental PER including the additional evaluations of the Post Road Force Mains and the Blanco Basin Interceptor.

Updated Task 4.1: Final Engineering (60%, 90% and 100% Design)

Final Geotechnical Investigations and Reports – ENGINEER’s geotechnical subconsultant Fugro will take six additional soil borings along the proposed Post Road Force Main route and the associated boring pit locations near IH-35. ENGINEER will review additional test data and incorporate into final design. Geotechnical results will be reported in the same manner as presented in original scope. Please see Fugro Consultants proposal, Attachment A-2.

Updated Task 4.2: Final Engineering (60%, 90% and 100% Design)

Final Surveys – ENGINEER’s surveyor will provide tree and topography surveys of the Post Road and Blanco Basin West Interceptor alignments and surface locations of geotechnical borings. Also surveyor will perform surveys at the public works facility to accommodate routing the interceptor along the western driveway. ENGINEER will prepare base maps for use in developing construction plans. See McGray & McGray Land Surveyors proposal, Attachment A-3.

Updated Task 4.4: Final Engineering (60%, 90% and 100% Design)

Construction Plans (Interceptors, Lift Station & Force Main) – The construction plans include the additional Post Road and Blanco Basin West Interceptor design and plan information, to be presented in the same manner as the original proposal.

Updated Task 4.7: Final Engineering (60%, 90% and 100% Design)

Quality Assurance (QA) / Quality Control (QC) reviews prior to each design submittal to the CITY. The reviews will be conducted in accordance with ENGINEER's internal QA-QC/C policy.

The project deliverables and exclusions remain the same as the original professional services agreement. If you are in agreement with the additional scope of services, please sign below and return to our office.

To the CITY:

Lanny Lambert
City Manager (or designee)
City of Kyle
100 West Center Street
Kyle, Texas 78640
Fax: (512) 262-3987

To the ENGINEER:

Dale W. Gray, P.E.
Vice President
RPS Espey
4801 Southwest Parkway, Parkway 2, Suite 150
Austin, Texas 78735
Fax: (512) 326-5659

CITY OF KYLE, TEXAS

ESPEY CONSULTANTS, INC.

dba RPS

Signature _____

Signature  8/21/13

Printed Name _____

Printed Name DALE GRAY

Title _____

Title VICE PRESIDENT

Attachment A-1

1504 WEST 5TH STREET AUSTIN, TEXAS 78703 TEL: 512 / 478-0858 FAX: 512 / 474-1849**HICKS &
COMPANY**ENVIRONMENTAL
ARCHEOLOGICAL
AND PLANNING
CONSULTANTS

Memorandum

Date: July 2, 2013

To: Samuel Shorter
RPS Espey

From: Roy Frye



Re: Scope of Work and Fee Estimate, Supplemental Services for the City of Kyle Southside Wastewater Improvements

This transmits a Supplemental Scope of Work and Fee Estimate for the City of Kyle Southside Wastewater Improvements. This Scope of Services reflects additional services that were required to complete the environmental evaluations and associated documentation for the project. These supplemental services were required as a result of changes to the alignment that required reevaluations subsequent to the initial scope of services and fee estimate. If you have any questions, please advise.

Thanks

1504 WEST 5TH STREET AUSTIN, TEXAS 78703 TEL: 512 / 478.0858 FAX: 512 / 474.1849



Scope of Work
Supplemental Services for City of Kyle Southside Wastewater Improvements
July 2, 2013

General Understanding of the Project

Additional services are required for completion of natural and cultural resource evaluations of the project in response to changes and modifications that were made after approval of the original scope of services dated July 18, 2012. Subsequent alignment changes and other modifications to the project required environmental reevaluations that were not included in the original scope and fee estimate.

General Description of Environmental Services

Work entails

- 1) Complete archeological survey along the alignment change.
- 2) Complete archeological report and THC coordination to reflect alignment changes.
- 3) Complete additional field survey along Post Road to identify natural resource impacts.
- 4) Revise GIS graphics and Figures 1-4 in Tech Memo to reflect alignment changes.
- 5) Revise Tech Memo to reflect alignment changes.

Task 1

The cultural resource survey described under Task 3 in the Scope of Services dated July 18, 2012 will be conducted as described, however the field surveys, report documentation and coordination with the Texas Historical Commission will be expanded to include the additional alignment along Post Road and other revisions indicated by shapefiles sent to Hicks & Company on May 16, 2013.

Task 2

An additional field survey will be completed along Post road to identify any potential impacts to waters of the U.S. subject to regulation by the U.S. Army Corps of Engineers, any potential habitat that may be suitable for state or federally-listed endangered, threatened, or otherwise rare species.

Task 3

Environmental evaluations for stream crossing alternative locations will be revised in response to additional alignment modifications provided by RPS Espey. Quantified impact assessments will be completed according to field data collected at the crossing locations. Evaluations will include site reconnaissance following protocol of the U.S. Army Corps of Engineers (USACE) to determine whether potential impacts would comply with requirements for a nationwide permit

Hicks & Company Supplemental Scope of Services – July 2, 2013

City of Kyle Southside Wastewater Interceptor Improvements

p. 2 of 4

Item # 34

(NWP) and whether a pre-construction notification (PCN) to the USACE would be necessary. This scope of services does not include the preparation of a Pre-construction Notification (PCN) to the USACE. If required, a PCN would be prepared under a supplemental scope of services and fee. Documentation of NWP requirements would be included in the revised technical memorandum to RSP Espey.

Task 4.

The Environmental Constraints Technical Memorandum Draft document including associated figures and tables will be revised to reflect results of the archeological and natural resource investigations performed according to the most recent alignment configuration and project description.

This Supplemental Scope of Services and Fee Estimate does not include the services listed below. If needed or required, such services would be performed under a supplemental scope of work and associated budget.

1. Preparation and coordination of an Individual Section 404 Permit to the USACE;
2. Preparation and coordination of a Nationwide Permit Pre-construction Notification to the USACE;
3. Formal coordination with the USFWS under Sections 7 or 10 of the Endangered Species Act if endangered species may be affected by the project;
4. Presence/absence surveys of endangered or threatened species.
5. Phase 1 and Phase 2 karst surveys.
6. Archeological investigations requiring backhoe trenching;
7. Tree surveys;
8. Systematic vegetation inventories; and,
9. Surface or subsurface excavation to investigate contamination from hazardous materials.

Deliverables:

1. A revised Technical Memorandum will be prepared that will summarize results of the investigations described in Tasks 1-4. The technical memorandum will include an environmental constraints map in addition to tables and figures that support summary findings as needed or required.
2. An Archeological Survey Report will be prepared for submission to the Texas Historical Commission for purposes of regulatory clearance.

Schedule: Deliverables will be submitted according to a schedule mutually acceptable to Hicks & Company and RPS Espey.

Assumptions:

1. The project will not require state or federal funding.
2. NEPA environmental documentation will not be required.
3. Aerial photographs, design maps and plans will be provided in a GIS-compatible format by RPS Espey.
4. Rights-of-Entry will be obtained and coordinated by RPS Espey.
5. If substantial changes occur to the interceptor alignments to require reevaluations after field investigations or a majority of baseline data collection has occurred, additional services will be supplemental to this Scope of Work.
6. Costs are included for estimating projected fees; billing will be based on actual rates.

REVISED HICKS & COMPANY FEE ESTIMATE													
Supplemental Services													
City of Kyle Southside Wastewater Improvements													
July 2, 2013													
A. Labor													
Description	Sr. Enviro. Scientist II	Sr. Enviro. Scientist I	Enviro. Scientist II	Enviro. Scientist I	Enviro. Profess. II	Enviro. Profess. I	Enviro. Staff III	Enviro. Staff II	Enviro. Staff I	Enviro. Tech III	Enviro. Tech II	Enviro. Tech I	Totals
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1													
Cultural Resource Survey of Alignment Modifications	0	0	0	0	0	0	0	7	0	2	0	63	72
Task 2													
Additional Field Survey of Natural Resources	0	0	2	0	0	0	0	0	0	2	0	0	4
Task 3													
Revise Environmental Evaluations of Stream Crossings	0	0	3	0	0	0	0	0	0	12	0	0	15
Task 4													
Revise Environmental Constraints Tech Memo	0	0	2	0	0	0	0	0	5	9	5	0	21
Total Labor Hours	0	0	7	0	0	0	0	7	5	25	5	63	112
Billing Rate	\$179.40	\$155.48	\$132.96	\$110.63	\$104.65	\$82.23	\$71.76	\$69.96	\$62.43	\$60.27	\$57.56	\$44.85	
SUBTOTAL: Labor	\$0.00	\$0.00	\$930.72	\$0.00	\$0.00	\$0.00	\$0.00	\$489.72	\$312.15	\$1,506.75	\$287.80	\$2,825.55	\$6,352.69
B. Additional Expenses													
	Unit	Quantity	Rate	Total									
Hazardous Materials Data Search	Report	0	\$500.00										
Mileage	Per Mile	100	\$0.555										
Hotel	Night	0	\$75,000										
Per Diem	Day	0	\$36.00										
GPS Rental	Day	0	\$65.00										
Field Supplies	Day	0	\$50.00										
Curation	Task	1	\$75.00										
Backhoe and operator (if required)	Day	0	\$900.00										
Film & Processing	Roll	0	\$15.00										
SUBTOTAL: Additional Expenses													
C. TOTAL COSTS													
TOTAL													
\$6,483.19													
NOTES:													
1) All tasks assume necessary documentation will be provided by RPS Espey in a timely manner.													
2) Labor rates shown are for estimating purposes only; project billing will be based on actual rates.													

FUGRO CONSULTANTS, INC.



8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

RPS Espey
4801 Southwest Parkway, Parkway 2, Suite 150
Austin, Texas 78735

Proposal No. 04.30121033-2
May 20, 2013
Supplemental

Attention: Mr. Dale W. Gray, P.E.

**Scope of Work and Cost Proposal
Supplemental Geotechnical Engineering Services
Proposed Southside Wastewater
Wastewater Interceptor Improvements
Kyle, Texas**

Fugro Consultants, Inc. (Fugro) is pleased to present this proposed scope of work and cost proposal to RPS Espey for providing supplemental geotechnical engineering services associated for the proposed Southside Interceptor and Force Main Improvements, in Kyle, Texas.

We have received an annotated proposed layout and requested boring schedule and have discussed the project with Mr. Sam Shorter, P.E. of RPS Espey Consultants. The proposed 15-inch diameter Southside Interceptor and Force Main is approximately 14,700 lf in length and will be constructed using open cut construction, except for two trenchless crossing below the existing Union Pacific railroad tracks and Interstate Highway 35, which will likely be completed using conventional jack and bore techniques. The proposed lift station will be located near the intersection of the Union Pacific railroad tracks and Yarrington road, about 1/4 mile west of the IH-35. Fugro has been retained by RPS Espey to provide limited geotechnical engineering services. This proposal is for supplemental borings requested by RPS Espey along the alignment.

Scope of Work

The following scope of services were requested.

Supplemental Task 1 – Subsurface Investigation. The supplemental subsurface investigation will consist of the following.

- Drilling four (4) 20-ft deep supplemental pipeline borings at requested locations.

A member of the Fugro group of companies with offices throughout the world.



RPS Espey
Mr. Dale W. Gray, P.E.

Proposal No. 04.30121033-2
Page 2 of 4

- Coring the bedrock continuously at the boring locations with NQ size core barrel;
- Logging the borings as they are drilled;
- Storing core in core boxes;
- Bailing open boreholes to obtain a 24-hour water level reading; and
- Backfilling open boreholes with bentonite pellets and/or cement/bentonite mixture, and road patching materials.

Supplemental Task 2 - Laboratory Services. Supplemental testing will include the following:

- Moisture contents and unit dry weight determinations,
- Sieve analyses (No. 4, 40 and 200),
- Liquid and Plastic limit determinations,
- Unconfined Compression Tests,

The results of the supplemental field investigation and laboratory services will be included in the Geotechnical Data Report and Geotechnical Design Memorandum previously authorized.

Cost Estimate

Based on the scope of work outlined above and the contract fee schedule, our estimated fee is presented on Attachment 1. This cost estimate is based on the following:

1. The supplemental borings will likely require a separate mobilization;
2. Boring locations will be established by Fugro by measuring distances from existing site features and road intersections, or by use of a handheld GPS unit with provided latitude and longitude coordinates. Boring locations and elevations should then be established by your surveyors;
3. Boring locations will be easily accessible with truck-mounted drilling equipment;
4. Fugro will contact DigTESS or Texas One-Call to clear utilities prior to mobilization;
5. Fugro will obtain TxDOT permits and night time drilling will not be required;
6. Samples will be discarded 30 days after report publication;



RPS Espey
Mr. Dale W. Gray, P.E.

Proposal No. 04.30121033-2
Page 3 of 4

7. Others will obtain Right of Entry; and
8. Funds can be shifted between categories.

The estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the estimated maximum fee will not be exceeded without the client's prior authorization. Required additions to the above scope of services would be invoiced in accordance with the attached fee schedule.

Schedule

Weather and site conditions permitting, field operations will begin within one week after authorization to proceed. Field operations will start with staking of borings and notifying One-Call, which should take about one week. It is anticipated that drilling the supplemental borings will take 7 to 10 working days to complete. A summary of our proposed schedule is presented in the table below. We will keep you verbally informed of our findings as they become available.

Activity	Schedule
Site coordination of drill rig access, TxDOT permit submittal, staking of borings, DigTess Notification	1 weeks from NTP and Receipt of all permits
Drilling of Supplemental Borings	1 to 2 weeks
Laboratory Testing	2 weeks

Terms and Conditions

All terms and conditions and unit fees are as negotiated between Fugro Consultants, Inc. and Espey Consultants, Inc. dba RPS Espey in the Master Subcontract Agreement dated February 8, 2013.

* * *



RPS Espey
Mr. Dale W. Gray, P.E.

Proposal No. 04.30121033-2
Page 4 of 4

To indicate acceptance of this proposal, please have the signature block below signed by a duly authorized representative of the client, and return one copy to us for our files. Whoever signs below is identified as our Client as used throughout Schedule 40.01 attached.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call us if we can be of any additional assistance.

Sincerely,

FUGRO CONSULTANTS, INC.

TBPE Firm Registration No. F-299

Johnny F. Flores, P.E.
Senior Project Manager

JFF\PHBM\GEO\PROPS\2012\04.30121033 Southside WW and Elliot Branch WW Interceptor Improvements\P04.30121033-2 Supplemental.doc
Attachments

Attachment 1 – Cost Estimate Southside Interceptor (Supplemental)

CLIENT:

Firm Name

Authorizing Signature

Typed Name & Title

Date

Proposal No. 04.30121033-2
May 20, 2013

Attachment 1
Cost Estimate for Geotechnical Services
Supplemental Borings and Southside Interceptor
Wastewater Interceptor Improvements
Kyle, Texas

1. Field Investigation		Quantity	Unit	Rate	Subtotal
Coordination, Utility Clearance, Supervision, Staking of Borings, and Field Logging, Piezometer Data Collection					
	Mobilization	1	ea	\$500.00	\$500.00
	Drilling and Sampling - Soil	40	ft	\$16.00	\$640.00
	Drilling and Sampling - Soft Rock	40	ft	\$26.00	\$1,040.00
	Standard Penetration Tests	12	ea	\$23.00	\$276.00
	Hourly Charge for Drill Crew Standby Time	1	hrs	\$175.00	\$175.00
	Plugging of boreholes	80	ft	\$8.00	\$640.00
	Site Clearing for Rig Access (Cost +5%)	0	allow	\$1,600.00	\$0.00
	Hauling of Brush (per container load)	0	each	\$700.00	\$0.00
	Backhoe/Dozer for Rig Access	0	days	\$2,400.00	\$0.00
	Traffic Control	0	days	\$1,400.00	\$0.00
	Piezometer Installation (1 @ 40 ft, 2 at 20 ft) w/surface completion	0	ft	\$20.00	\$0.00
	Project Manager (Flores)	0	hrs	\$165.00	\$0.00
	Graduate Engineer (Sieg)	10	hrs	\$95.00	\$950.00
				Subtotal	\$4,221.00
2. Laboratory Investigation		Quantity	Unit	Rate	Subtotal
	Moisture Contents	4	tests	\$15.00	\$60.00
	Atterberg Limit Determinations	4	tests	\$65.00	\$260.00
	Sieve Analysis	4	tests	\$65.00	\$260.00
	Unconfined Compression Tests - Soil	4	tests	\$55.00	\$220.00
	Unconfined Compression Tests - Rock	4	tests	\$60.00	\$240.00
				Subtotal	\$1,040.00
3. Technical Services		Quantity	Unit	Rate	Subtotal
Logging, Laboratory Assignment, Report Preparation					
	Graduate Engineer	2	hrs	\$95.00	\$190.00
	Drafting	1	hrs	\$65.00	\$65.00
	Word Processing (Rodriguez)	0	hrs	\$55.00	\$0.00
				Subtotal	\$255.00
4. Engineering Services (GDR, GDM)		Quantity	Unit	Rate	Subtotal
	Senior Project Manager (Flores)	2	hrs	\$165.00	\$330.00
	Graduate Engineer (Sieg)	0	hrs	\$95.00	\$0.00
				Subtotal	\$330.00
Southside Interceptor Cost Estimate					\$5,846.00

*4 borings added at the request of RPS Espey

Attachment 4-3

McGRAY & McGRAY LAND SURVEYORS, INC.
 3301 HANCOCK DRIVE, SUITE 6
 AUSTIN, TEXAS 78731
 (512) 451-8591 FAX (512) 451-8791

TRANSMITTAL

TO: Mr. Dale Gray
 RPS Espey
 4801 Southwest Parkway
 Parkway 2, Ste. 150
 Austin, TX 78735

DATE: August 15, 2013

FROM: Kim Papa for Judith McGray

RE: Revised Proposal for Additional
 Surveying Services for the Southside
 Wastewater Interceptor Improvements
 Project in Kyle, Texas

PHONE: (512) 326-5659

EMAIL: grayd@rpsgroup.com

WE ARE SENDING YOU X Attached Under separate cover the following items:

COPIES

DESCRIPTION

1 Revised Proposal for Additional Surveying Services for the Southside Wastewater
 Interceptor Improvements Project in Kyle, Texas

For Your Approval

For Your Information

As Requested

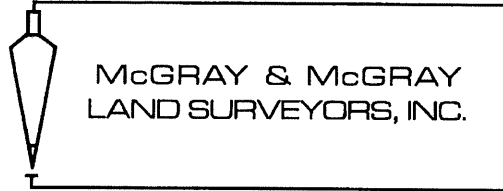
For Review and Comment

REMARKS: Thanks,
 Judy

SENT VIA: Delivery Service FedEx Mail Fax Email Other:

If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at #184.

August 15, 2013



Mr. Dale Gray
RPS Espey
4801 Southwest Parkway
Parkway 2, Ste. 150
Austin, TX 78735
(512) 326-5659

VIA E-MAIL
grayd@rpsgroup.com

RE: Revised Proposal for Additional Surveying Services for the Southside Wastewater Interceptor Improvements Project in Kyle, Texas

Dear Mr. Gray:

We appreciate the opportunity to present you with this revised proposal for additional surveying services for the above referenced project. The following represents our understanding of the services being requested.

Survey Limits:

- The survey limits are approximately shown on the attached exhibits.

Scope of Services:

- Provide a topographic survey, based on NAVD 88, with reference to benchmark provided and development of one-foot interval contours. Vertical control will be established at an accuracy of 0.01 feet. The survey will also include locations of physical features that may be affected by construction, including sidewalks (type), driveways (type), roadways, railroads, fences (type), walls, signs, mail boxes, planters, sheds, rock outcroppings, manholes, cleanouts, meter boxes, valve boxes, curbs (back of curb and lip), structures, etc. Invert information will be provided for all accessible manholes.
- Surveyed features located horizontally relative to NAD 83 State plane coordinates. Horizontal control will be carried to second order accuracy.
- Tree survey of trees 8" or larger. If this needs to be 6", please let me know so we can revise our proposal.
- It is our understanding that right of entry will be obtained by the City of Kyle or a representative and is not included in this proposal.

Mr. Gray
 August 15, 2013
 Page 2 of 2

Fees:

2 Man Crew:	80 hrs @	\$118.00 /hr.= \$	9,440.00
3 Man Crew:	30 hrs @	\$160.00 /hr.= \$	4,800.00
RTK Crew:	8 hrs @	\$220.00 /hr.= \$	1,760.00
GPS Processing:	2 hrs @	\$105.00 /hr.= \$	210.00
Field Coordinator:	2 hrs @	\$95.00 /hr.= \$	190.00
Sr. Tech:	16 hrs @	\$93.00 /hr.= \$	1,488.00
Tech:	60 hrs @	\$72.00 /hr.= \$	4,320.00
RPLS:	6 hrs @	\$140.00 /hr.= \$	840.00
Project Manager:	2 hrs @	\$160.00 /hr.= \$	320.00
TOTAL = \$			23,368.00

We can start this project immediately after receipt of notice to proceed. We estimate this project will take approximately 6 to 8 weeks to complete, weather and circumstances beyond our control permitting. If you need us to accelerate this schedule, please let us know so we can configure our staff accordingly.

We will invoice time and materials actually used for this survey. As we get into this survey we may allocate our resources slightly differently, but we will not exceed the proposed fee without authorization from you. Time printouts will be included with the invoice.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Chris Conrad know.

Sincerely,



Judith J. McGray, RPLS

Authorized to Proceed by:

 Signature

 Date

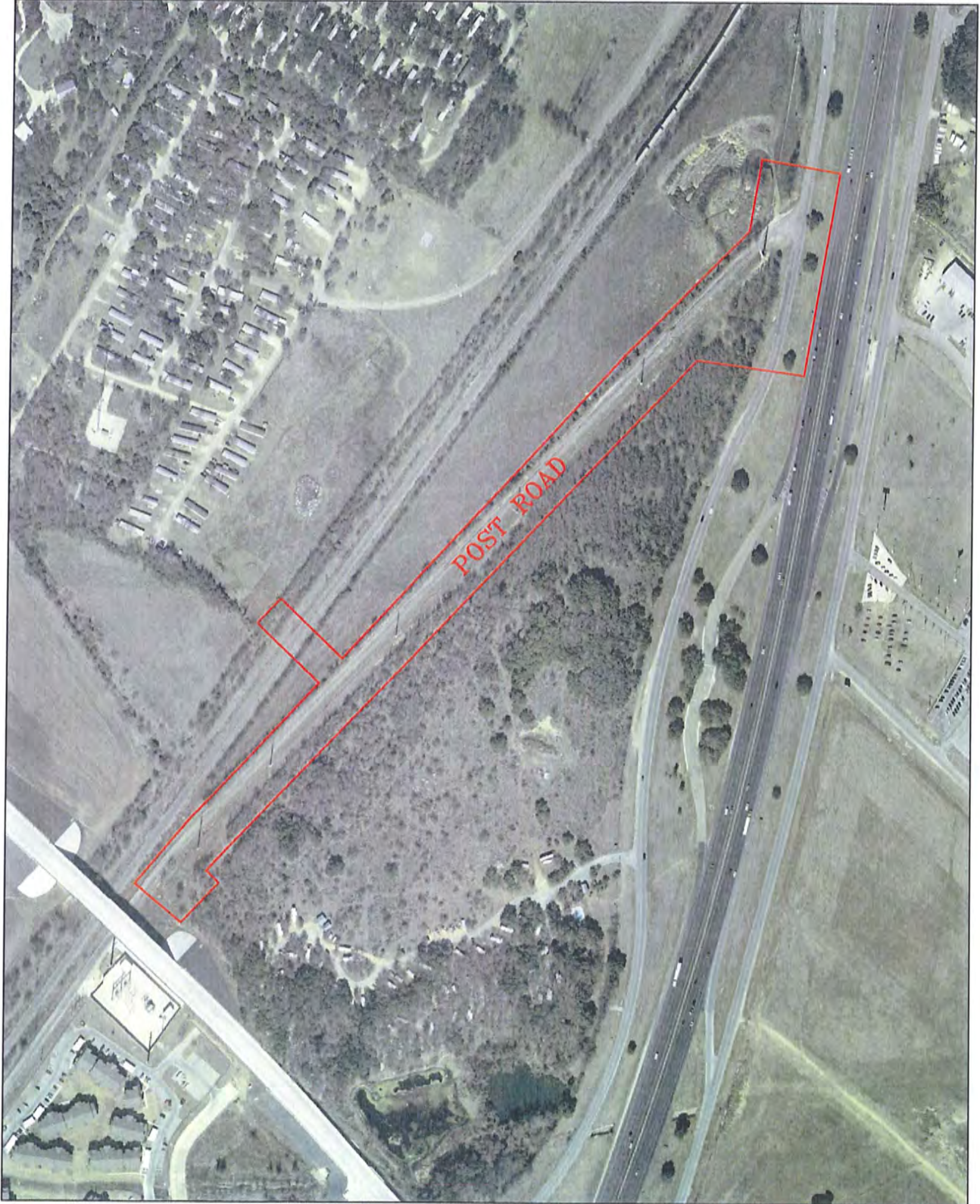
 Print Name

 Title

JJM:CIC:kkp
 encl.

SOUTHSIDE WASTEWATER IMPROVEMENTS EXHIBIT CITY OF KYLE, HAYS COUNTY, TEXAS

SCALE 1" = 400'



 SURVEY AREA



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-5593

Item # 34

ATTACHMENT B-1 FEE ESTIMATE

City of Kyle
Add. Tasks for Southside Wastewater Improvements
August 21, 2013

Yellow = data input
Green, orange = calculated

Fee Breakdown

Task	No	Task Name	Comments	RPS Espey Labor										Other Direct Costs (ODCs)					Subconsultants		Total Fee	
				Sr. Project Manager / Principal	Sr. Project Manager QA/QC	Sr. Project Engineer	Project Engineer	Engineer Staff	GIS	CAD	Planner	Admin	RPS Espey Hours	Labor Cost	Miles	Mileage Cost	Other Misc.	Markup on ODCs	Total ODCs	Subs Fee		Markup on Subs
			Average Rates	\$195.00	\$185.00	\$160.00	\$140.00	\$120.00	\$90.00	\$85.00	\$120.00	\$65.00				\$0.565		10%			0%	
		BASIC SERVICES	Assumptions																			
1		Design Project Management		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	1.0	Notice to Proceed											0	\$0		\$0		\$0	\$0		\$0	\$0
	1.1	Project Initiation Meeting											0	\$0		\$0		\$0	\$0		\$0	\$0
	1.2	Project Progress Meeting											0	\$0		\$0		\$0	\$0		\$0	\$0
	1.3	Public Meetings											0	\$0		\$0		\$0	\$0		\$0	\$0
2		Data Collection and Preliminary Investigations		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,483	0	6,483
	2.1	Data Collection & Initial Site Visits											0	\$0		\$0		\$0	\$0		\$0	\$0
	2.2	TxDOT & Union Pacific Initial Coordination											0	\$0		\$0		\$0	\$0		\$0	\$0
	2.3	Preliminary Geotech											0	\$0		\$0		\$0	\$0		\$0	\$0
	2.4	Preliminary Surveys											0	\$0		\$0		\$0	\$0		\$0	\$0
	2.5	Environmental Assesment	see sub scope										0	\$0		\$0		\$0	\$0	6,483	\$0	6,483
	2.6	Design Preferences Workshop											0	\$0		\$0		\$0	\$0		\$0	\$0
3		Preliminary Engineering (30% Design)		6	0	0	12	0	0	24	0	0	42	4,890	0	0	0	0	0	0	0	4,890
	3.1	Evaluate Projected Flows											0	\$0		\$0		\$0	\$0		\$0	\$0
	3.2	Horizontal Alignment Evaluation		4			8			24			36	\$3,940		\$0		\$0	\$0		\$0	\$3,940
	3.3	Lift Station Evaluation											0	\$0		\$0		\$0	\$0		\$0	\$0
	3.4	Supplemental Preliminary Engineering Report		2			4						6	\$950		\$0		\$0	\$0		\$0	\$950
	3.5	30% Design Workshop											0	\$0		\$0		\$0	\$0		\$0	\$0
	3.6	Quality Control / Quality Assurance											0	\$0		\$0		\$0	\$0		\$0	\$0
4		Final Engineering (60%, 90% & 100% Design)		17	0	0	34	0	0	56	0	0	107	12,835	0	0	0	0	0	29,214	0	42,049
	4.1	Final Geotech	see sub scope	3			6						9	\$1,425		\$0		\$0	\$0	5,846	\$0	\$7,271
	4.2	Final Surveys	see sub scope	3			6						9	\$1,425		\$0		\$0	\$0	23,368	\$0	\$24,793
	4.3	Hydraulic Design / Lift Station Sizing											0	\$0		\$0		\$0	\$0		\$0	\$0
	4.4	Construction Plans - Southside/PBI		8			16			56			80	\$8,560		\$0		\$0	\$0		\$0	\$8,560
	4.5	Project Manual - Southside / PBI											0	\$0		\$0		\$0	\$0		\$0	\$0
	4.6	Cost Estimates											0	\$0		\$0		\$0	\$0		\$0	\$0
	4.7	Quality Control / Quality Assurance		3			6						9	\$1,425		\$0		\$0	\$0		\$0	\$1,425
5		Permitting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5.1	TCEQ - Lift Station Review											0	\$0		\$0		\$0	\$0		\$0	\$0
	5.2	TxDOT											0	\$0		\$0		\$0	\$0		\$0	\$0
	5.3	Union Pacific Railroad											0	\$0		\$0		\$0	\$0		\$0	\$0
	5.4	SWPPP											0	\$0		\$0		\$0	\$0		\$0	\$0
	5.5	Quality Control / Quality Assurance											0	\$0		\$0		\$0	\$0		\$0	\$0
		TOTAL BASIC SERVICES (Post Rd Add.)		23	0	0	Item # 34 ⁰	0	0	80	0	0	149	17,725	0	0	0	0	0	35,697	0	53,422

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: September 3, 2013
CONTACT CITY DEPARTMENT: Engineering Services
CONTACT CITY STAFF: Steven Widacki, City Engineer

SUBJECT:

Authorize the execution of Amendment Number 1 to the professional services agreement with RPS ESPEY CONSULTANTS, INC., in an amount not to exceed \$53,442.00 increasing the total contract amount to \$374,419.00 for design services associated with the Southside Wastewater Improvements project.

CURRENT YEAR FISCAL IMPACT:

This engineering services contract with RPS ESPEY CONSULTANTS, INC., will require expenditure of funds from accumulated wastewater impact fees as follows:

1. City Department:	Engineering
2. Project Name:	Southside Wastewater Improvements
3. Budget/Accounting Code(s):	342-888-57313
4. Funding Source:	Wastewater Impact Fee Fund
5. Current Appropriation:	\$ 5,183,560.00
6. Unencumbered Balance:	\$ 4,679,023.00 (Balance as of 8/29/2013)
7. Amount of This Action:	\$ (53,442.00)
8. Remaining Balance:	\$ <u>4,625,581.00</u>


FUNDING SOURCE OF THIS ACTION:

The funding source for this engineering services contract amendment in the amount of \$53,442.00 will be provided from accumulated wastewater impact fees.

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

ADDITIONAL INFORMATION/COUNCIL ACTION:

On August 24, 2012, a contract with RPS ESPEY CONSULTANTS, INC., totaling \$320,977.00 was executed for design services for the Southside Wastewater Improvements project.

 8/29/2013

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Reconsider Roundabout Recommendation to TXDOT

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Reconsider Approval of Roundabout recommendation to TXDOT regarding Intersection of FM 1626 and Kohler's Crossing ~ *Samantha LeMense, Mayor Pro Tem; Diane Hervol, Council Member District 1; Ray Bryant, Council Member District 6*

Other Information:

Budget Information:

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

Attachments / click to download

[City Council Minutes, 3-19-13](#)

CITY COUNCIL REGULAR MEETING
March 19, 2013 – Page 6
Kyle City Hall

Back to Item # 4

PRESENTATION

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

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

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

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

Mayor Johnson moved to Item #19

CONSIDER AND POSSIBLE ACTION

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

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



CITY OF KYLE, TEXAS

Red Fire Hydrants

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize the Mayor to sign a letter in response to a letter from Charles Profilet, President of Monarch Water Corp., dated August 19th, 2013, and sent to Kyle Mayor Lucy Johnson, regarding the proposed ordinance requiring fire hydrants owned by investor owned utilities within the Kyle city limits provide minimum fire flows and be painted red. ~ *Lucy Johnson, Mayor*

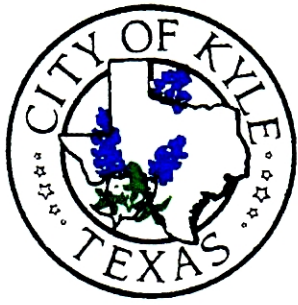
Other Information:

Budget Information:

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

Attachments / click to download

[Ltr to Charles Profilet](#)



CITY OF KYLE

Mayor Lucy C. Johnson

August 28, 2013

Charles W. Profilet, Jr., P.E. Vice President
SouthWest Water Company
12535 Reed Road
Sugar Land, TX 77478

Mr. Profilet,

Thank you for your letter dated August 19th, 2013, regarding our local ordinance requiring all fire hydrants owned by investor owned utilities provide adequate fire flow and be painted red.

In that letter you propose a change in wording and also reference an invitation to a media event involving the repainting of the fire hydrants.

In response to your proposed change in wording for the ordinance, we will be hearing the ordinance for second reading at our next meeting on Tuesday, September 3rd. You are welcome to attend the meeting and address the council on the reasons for the wording change and we will give it all due consideration.

We appreciate your invitation to participate in a media event involving the repainting of the fire hydrants in our Indian Paintbrush and Amberwood subdivisions. However, the decision by Monarch Water to repaint them back to red was the result of thousands of dollars spent on legal assistance and many hours of City of Kyle staff time in presenting our case to the State Legislature that the hydrants should never have been painted black in the first place. Additionally, through Monarch Water's act of painting the hydrants black, placed your customers and our citizens in peril and financial risk due to a perceived lack of fire protection.

We do not feel that Monarch Water is not repainting the fire hydrants out of any since or community or corporate responsibility, but only because you are hereby compelled to by the State of Texas. That being the case we respectfully decline your invitation, but rest assured we will be issuing our own statement regarding the event.

I also understand that Gary Rose met with our city staff about this issue on August 15th and that our City Manager communicated our feelings with Mr. Rose at that time.

Once again, thank you for our correspondence. Please feel free to contact me again if there is anything else we should discuss.

Lucy Johnson
Mayor, City of Kyle



CITY OF KYLE, TEXAS

Hays Central Appraisal District Election

Meeting Date: 9/3/2013
Date time: 7:00 PM

Subject/Recommendation: Consideration and Possible Action regarding the Nomination of Appraisal District Directors ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

[Ltr from Hays Central Appraisal District](#)



**Hays
Central
Appraisal
District**

Next Agenda

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640 ■ Fax 512-268-1945

MEMORANDUM

TO: Voting Taxing Units
FROM: David Valle, Chief Appraiser
DATE: August 16, 2013
SUBJECT: Nomination of Appraisal District Directors
DEADLINE for Nominations: October 15, 2013

Our appraisal district is governed by a board of seven directors. Members of the board serve two-year terms beginning on January 1 of even numbered years. The board of directors of our district meets once a month.

In considering individuals to serve as directors, taxing units should look for expertise in such areas as business management, information systems, computers, accounting, finance, real estate and taxation.

Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate **by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors. **The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15, 2013.** [Texas Property Tax Code, Section 6.03 (g)]

Please see Attached:

Directors Qualifications

Timetable for HCAD Board Member Election

Appraisal District Director Qualifications:

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes the office.

An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit or because the individual is an elected official.

However, an employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

HCAD Board Member Election TIMETABLE:

Texas Property Tax Code, Section 6.03:

before October 1

The Chief Appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice to each of those units of its voting entitlement in the election of members to the Hays County Appraisal District Board of Directors.

A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

before October 15

The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser.

before October 30

The Chief Appraiser shall prepare a ballot listing the candidates...and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

before December 15

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the chief appraiser.

before December 31

The Chief Appraiser shall count the votes, declare the seven candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

after January 1

Elected board members take the oaths of office at the first meeting and elect board officers.



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 9/3/2013
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. Discuss City Council Retreat document
 2. Discuss Annexation Schedule
- 9-10-13, Special Called Council Meeting: 1st Public Hearing & Present Service Plan
 - 9-17-13, Regular Council Meeting: 2nd Public Hearing & Present Service Plan
 - 10-08-13, Special Called Council Meeting: 1st Reading of Ordinance
 - 10-15-13, Regular Council Meeting: 2nd-Final Reading of Ordinance

Other Information:

Budget Information:

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

Attachments / click to download

[City Council Retreat Document](#)



City Council Retreat Document

*July 29, 2013
and
July 30, 2013*

City Council Retreat Document

July 29 - 30, 2013

Issues

Solutions

- | | |
|---|---|
| 1. Yarrington Road Travel Center | Workshop 13th |
| 2. Lone Star Rail | New Briefing |
| 3. Austin Metro | Ask Metro to extend & list costs for review |
| 4. Municipal Judge Appointment | Review in September |
| 5. Street Reconstruction Priorities | Future Workshop |
| 6. City Advertising, (Hotel/Motel monies) | Prepare one person tourism plan |
| 7. City Attorney | Look at proposal |
| 8. Roundabouts | Look at after TXDOT holds public hearing |
| 9. Wastewater Treatment Plant | Wait for Aqua Texas lawsuit |
| 10. ESD (Sales Tax) | No Action |
| 11. CIP Implementation | No Funding. Look at future funding |

Council Rules of Procedure

1. Reserve 4th Tuesday for meeting and Workshops only if needed
2. Deadline for agenda item as per the policy
3. Conclude at certain time, 10:00 p.m. as the goal, not the rule
4. No Veto for Mayor
5. More Workshops only if needed
6. Remove committee section
7. Remove 15 minute limit restriction on public input

Mayor's Goals

12-month:

1. Provide all committee info online, including:
 - Meeting calendar, minutes, membership roster, and vacancies
2. Hire a city attorney
3. Develop urban farming policy
4. Finalize annexation plan
5. Amend landscaping ordinance
6. KAYAK provides council with first policy idea
7. Unify city goals, metrics and outcomes throughout all departments
 - Economic Development Policy Statement good example
8. Start renovation of Kyle Pool
9. Create official guidelines, or possibly even long-term solution, concerning un-mowed drainage ditches on HOA property
10. Put up additional stop sign at the Sonic
11. Pass the proposed amendments to the comp plan
12. Pass zoning ordinance creating mixed-use category city-wide
13. Meet with GLO and coordinate plan for Blanco River property
14. See how Obamacare affects Kyle employees' healthcare

Long Term:

1. Better synchronize city and county 911 call takers and dispatch service
2. Improve open drainage ditches in old town and Tenorio addition
3. Create tourism plan
 - In conjunction with the Chamber of Commerce
 - Promotes downtown culinary scene, Bordeaux, Pie Company, Centerfield, Milt's, etc.

4. Create online information resource center for new residents, along with printed welcome packets to share at or before move-in:

-Who to contact/how to - set up mail, cable, internet, phone, gas, electricity, register your car, register to vote

-Info on local gov - county services, city services, library,. school, police, fire, veteran's office, WIC, list of local, state, and federal elected officials

-Info on helpful businesses - childcare, hardware stores, grocery, health services, map of city

-Get buy-in from local businesses, Kyle Chamber, home builders, real estate agents, county gov, etc.

5. Work with CAP Metro to set up bus system and figure out how to pay for it\

6. Work with HCISD to insert future school sites into our comp plan, locate them along proposed or existed major arterials

7. ESD fire protection for LaSalle and Communicare with ESD#5

Samantha LeMense Goals

1. Hire a City Attorney

2. Create Tourism Department

3. Remembrance Park

4. Pie Festival

5. Encourage paperless-replacement of technology

6. Create and start maintenance program

7. Have the Y come in to operate pool

8. Concentrate on a savings plan for the long term

9. Wedding venue campaign for tourism

10. Get Monarch out

11. Hire an inspector (drainage issues/road bond) for future growth

12. Pro-Police department (need to help dispatch, more staffing, etc.)

13. Limit presentations on staff (council should have read agenda beforehand)

14. Agenda reorganization
15. Getting agenda sooner, even a draft
16. Water tower renovations
17. CAPCOG/Transit
18. Retrofit trolleys, do something with them
19. "Green Kyle" Program
20. Restructure Police Department idea

Diane Hervol Goals

1. 4B Corporation
2. Downtown Street Plan
3. Advertise Kyle in other venues
4. Downtown Program Funded
5. New computers
6. Water Tower and Financed
7. Shop Kyle Program
8. TDS, Green Recycling Program
9. Legislative level for Monarch and Aqua Texas
10. A program to advertise locally
11. Circuit of Americas Advertising
12. ICSC Contract
13. Manhole Issues, road settling
14. South side sewer line
15. Planning and Zoning on video

16. Briefing from Widacki regarding south side sewer progress

Chad Benninghoff Goals

1. Address saving money for road maintenance
2. Vehicle maintenance and repairs and shop in house
3. Incorporate future Capital Improvement Projects into the budget process
4. Remedy high school student parking situation in Southlake Ranch subdivision
5. TV public access channel

David Wilson Goals

1. Road Maintenance
2. Sewer plant expansion (own and expand)
3. Waterline replacement and sewer line program
4. water model and water system
5. Aggressive grants and grant savings account
6. Parks funding, renovate pool
7. Annexation now

Becky Selbera Goals

1. Flower boxes at downtown
2. More business development, Business Report from Diana Blank
3. Help bring tax base into the city, Status
4. Trolleys, Numbers to fix up, cost
5. Planning and Zoning twice per month (not once)
6. Report on south side sewer line

7. Police Department Youth Academy
8. Bullet proof glass at Police Department
9. 3rd Street to renovate
10. Full time and part time for Steve Widacki
11. Add back Christmas Party
12. Signs on old Highway 81, Tyler's Garage "turn signs" and Los Vega Restaurant

Ray Bryant Goals

1. Finish Lifetime Awards Program through his committee
2. City Attorney
3. Evict Monarch
4. Road repair budget and water tower maintenance
5. Look at 10:00 p.m. council meeting and start wrapping up meeting at 10:00 p.m.

City Manager Role

1. Citizen communication and employee
2. Staff respect
3. Agenda
4. Improve moral
5. Inform Council of activities
6. Budget
7. Promote Kyle
8. Debt Management
9. Partners
10. Recommendations
11. Workshop
12. Evaluate positions
13. Chain of command

Role of Directors

1. Efficiency and Success and Goals
2. Run their Department and Staff
3. Contact their employees
4. Answer phone by human being
5. Options and extension
6. Custom voicemail and drop into email
7. Want a staff recommendation
8. Specific objectives with matrix and calendar for accomplishment
9. Look at MBO
10. Spend more time with developer, etc. expectations

Communications

1. Welcome Packet and Online Resource for New Customers
2. Ustream hyperlink on web page
3. Proof read Press Releases
4. HOA's Newsletters and Monthly Reports
5. Annual Report
6. Photos on website (Annual Report)
7. Convoluted website (HTML)
8. Hard to find information on website
9. Web Page Intern?
10. More Brag

6.25 - State

1.00 - City

.50 - County

.50 - Property Tax Reduction

8.25 - Cents

Planning/Engineering

1. Planning and Zoning Training Fund
2. Better customer service from department
3. Too lengthy presentations
4. Unfriendly contacts
5. Explain "why", when saying No

Engineering

1. Add staff
2. Increase speed of review
3. AutoCAD system
4. Cost comparison for systems
5. Update Transportation Plan

Economic Development

1. 4B Corporation pursuit
2. Gun manufacturers pursuit
3. Review operations with Council?
4. Pursue companies
5. CAPCOG analysis of Economic Development
6. Better promotion of success
7. Look at recruitment of business

Police

1. Restructure Police Department
2. Youth Program for Police Department
3. Victims Services
4. Reserve Officer Program

Parks & Recreation

1. Swimming pool renovation program
2. Update of Parks Plan
3. Parks Bucks Program
4. Better fireworks program
5. Proposal from YMCA to operate pool

Public Works/Building

1. Street Maintenance Program
2. Look at Manhole Maintenance
3. Renovate Storage Tank Program
4. Plan to operate WWTP
5. Maintenance Facility for Fleet
6. Water and sewer model
7. Waterline and sewer line replacement program

Human Resources/City Secretary

1. Salary Comparison Study
2. Computerized Human Resources records
3. Federal Government requirements?
4. Hazard Assessments in house

Library/Information Technology

1. Technology Plan for IT replacement
2. Server status and replacement?
3. Better phone service system