## 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 10/15/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 10th day of October, 2013 prior to 7:00 p.m.

### I. Call Meeting To Order

## **II.** Approval of Minutes

- 1. City Council Regular Meeting October 2, 2013 ~ Amelia Sanchez, City Secretary
  - Attachments
- 2. City Council Workshop October 3, 2013 7:00 p.m. ~ *Amelia Sanchez, City Secretary* 
  - Attachments

## III. Citizen Comment Period With City Council

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

### IV. Presentation

- 3. Catalyst Commercial Quarterly Report ~ Presented by Diana Blank, Director of Economic Development
  - Attachments
- 4. Recognition of Police Officer James Plant for his service to the community by the Wives Behind the Badge organization ~ *Jeff Barnett, Chief of Police* 
  - Attachments
- 5. Recognition of Mike Vasil by the City of Kyle for serving on the Safety and Emergency Services Committee from 2009 to 2013 ~ *Jeff Barnett, Chief of Police* 
  - Attachments

### V. Proclamations

- 6. Proclamation of the City of Kyle, Texas Proclaiming October 23, 2013 as "Kyle Head Start Program Day" in Kyle, Texas ~ *Lucy Johnson, Mayor* 
  - Attachments
- 7. Proclamation of the City of Kyle, Texas Proclaiming October 19-26, 2013 as "Red Ribbon Week" in Kyle, Texas ~ *Lucy Johnson, Mayor* 
  - Attachments

### VI. Appointments

- 8. Consideration of Nomination(s) for Appointment to the Safety and Emergency Services Committee ~ *Lucy Johnson*, *Mayor* 
  - Jeff Earle, reappointment
  - Jennifer Lehman, reappointment
  - Dianne Hulan, reappointment
  - Damon Fogley, reappointment, Alternate #1
  - Vacant, Place 3 At Large
  - Vacant, Alternate #2
  - Attachments

### VII. Consent Agenda

9. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 1.5 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF BEBEE ROAD, WEST OF DACY LANE, AND SOUTH WEST OF SUNFLOWER CIRCLE AND CONTIGUOUS TO THE CITY LIMITS ON FOUR SIDES AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

## Attachments

10. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 18.62 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

## Attachments

11. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 35 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF WINDY HILL ROAD, WEST OF DACY LANE AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

## Attachments

12. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 32.3 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED SOUTH OF WINDY HILL ROAD, WEST OF PARK SOUTH DRIVE AND CONTIGUOUS TO THE CITY LIMITS ON TWO SIDES; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

### Attachments

13. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 9 TRACTS OF LAND CONSISTING OF APPROXIMATELY 31.8 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED ALONG ANTON DRIVE AND BOTH NORTH AND SOUTH OF BEBEE ROAD, WEST OF SUNRISE DRIVE, AND EAST OF KENSINGTON BLVD. AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

## Attachments

14. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 19 TRACTS OF LAND CONSISTING OF APPROXIMATELY 70 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED SOUTH OF GOFORTH RD/BEBEE RD AND BOTH EAST AND WEST SIDES OF GOFORTH AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

## Attachments

15. (Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 35.761 ACRES OF LAND FROM 'R-1-2' SINGLE FAMILY RESIDENTIAL-2 TO 'R-1-A' SINGLE FAMILY

ATTACHED, ON PROPERTY LOCATED OFF OF BUNTON LANE JUST EAST OF TWIN COVE, IN HAYS COUNTY, TEXAS. (BEAR RIVER LIMITED, LLP Z-13-012); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING SEVERABILITY: AND **ORDAINING** OTHER **PROVISIONS** RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

## Attachments

16. (Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.2479 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-A' SINGLE FAMILY ATTACHED, ON PROPERTY LOCATED AT 400 S. BURLESON STREET, IN HAYS COUNTY, TEXAS. (TY & MONICA DAVIDSON Z-13-011); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

## Attachments

17. (Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.24 ACRES OF LAND FROM 'RS' RETAIL SERVICE TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT 101 CREEKSIDE TRAIL, IN HAYS COUNTY, TEXAS. (FISERV ISS FBO GREGORY LAHR Z-13-014); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

## Attachments

18. (Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 1.741 ACRES OF LAND FROM 'R-1' RESIDENTIAL 1 DISTRICT TO 'RS' RETAIL SERVICES, ON PROPERTY LOCATED AT 705

AND 709 N. OLD HIGHWAY 81, IN HAYS COUNTY, TEXAS. AND REZONING APPROXIMATLY 1.12 ACRES OF LAND FROM 'R-1' RESIDENTIAL 1 FROM 'R-1' RESIDENTIAL 1 TO 'CC' COMMUNITY COMMERCIAL, ON PROPERTY LOCATED AT 711 N. OLD HIGHWAY 81, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; **PROVIDING FOR** SEVERABILITY; AND **ORDAINING OTHER** PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ Sofia Nelson, Director of Planning

## <u>Attachments</u>

19. (Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.67 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF PORTER AND COCKERHAM, IN HAYS COUNTY, TEXAS. (ALAN & Z-13-013); SHARON LOWDEN AUTHORIZING THE SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER **PROVISIONS** RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

## **Attachments**

20. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY APPROVING AMENDMENT NO. 1 TO THE REGIONAL WATER SUPPLY CONTRACT BETWEEN THE HAYS CALDWELL PUBLIC UTILITY AGENCY AND THE CANYON REGIONAL WATER AUTHORITY, THE CITY OF BUDA, THE CITY OF KYLE, AND THE CITY OF SAN MARCOS; AND DECLARING AN EFFECTIVE DATE ~ James Earp, Assistant City Manager

## Attachments

21. Authorize the City Manager to accept a grant in the amount of \$7,000.00 from the Texas State Library and Archives Commission for the Kyle Public Library's Mobile Solutions Program. ~ *Joshua Moreno, Grants Adminstrator* 

## <u>Attachments</u>

22. Authorize the City Manager to accept a grant in the amount of \$37,621.00 from the Office of the Governor and authorize \$20,258.00 in required matching funds from the Police Department's approved operating budget for Fiscal Year 2013-14

to fund a full-time Victim's Coordinator position for a 5-month period from November 1, 2013 through March 30, 2014. ~ *Joshua Moreno, Grants Administrator* 

### Attachments

23. Authorize the renewal of a service contract with HACH COMPANY of Loveland, Colorado, in an amount not to exceed \$6,258.00 for the annual calibration and maintenance of the chlorine monitoring equipment at various city-owned water treatment facilities ~ *Harper Wilder, Director of Public Works* 

### Attachments

24. Ratification of authorization to increase funding by \$9,000.00 for the professional services agreement executed with NEPTUNE-WILKINSON ASSOCIATES, INC., of Austin, Texas, for a revised total of \$15,480.00 to perform engineering services associated with the 2013 Manhole Rehabilitation Program consisting of improvements to forty (40) existing manholes in the City's wastewater collection system. ~ *Harper Wilder, Director of Public Works* 

### Attachments

25. Consider authorizing the City Manager to execute an Interlocal Agreement with the Capital Area Emergency Communications District in order for the City to maintain its public safety answering points, upgrade 9-1-1 equipment, and to train police department personnel to participate in the next generation 9-1-1 Emergency Communications System in the District. ~ *Jeff Barnett, Chief of Police* 

## Attachments

### VIII. Consider and Possible Action

26. (First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 40.267 ACRES OF LAND (OUT OF THE APPROXIMATELY 696 ACRE TRACT), LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

## Attachments

27. RESOLUTION OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS ALLOWING FOR AND SUPPORTING A PLAN FOR ANNEXATION, SALES TAX REVENUES, WATER AND WASTEWATER UTILITY MATTERS AND A DEVELOPMENT AGREEMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ Sofia Nelson, Director of Planning

### Attachments

28. (Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 2166.442 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED WEST OF N. OLD STAGECOACH ROAD, NORTH OF CYPRESS ROAD, AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of Planning

### Attachments

29. (First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 29, "SIGN STANDARDS AND PERMITS" OF THE CITY'S CODE OF ORDINANCES RELATIVE TO PERMITTING EXISTING OFF-PREMISE COMMERCIAL BILLBOARDS TO BE CONVERTED TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS ("CEVMS") SUBJECT TO SPECIFIC APPROVAL OF THE CITY COUNCIL; AMENDING VARIOUS SECTIONS OF THE SIGN REGULATIONS TO BE CONSISTENT WITH THE ABILITY TO CONVERT EXISTING COMMERCIAL CEVMS; **BILLBOARDS** INTO **REPEALING** ALL **CONFLICTING** ORDINANCES; REQUIRING A SIGN FACE EXCHANGE RATIO FOR DIGITAL DISPLAY SIGNS; PROVIDING OPERATIONAL REQUIREMENTS DIGITAL DISPLAY SIGNS: REQUIRING ANREGISTRATION FEE; PROVIDING A PENALTY NOT TO EXCEED \$2,000; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. ~ Mario Perez, Building Official

## **Attachments**

30. Consideration and Possible Action as may be required in regards to the Joint Resolution of the City of Kyle, Texas and Hays County Emergency Services District No. 5 for the Allocation of Sales Tax Revenue. ~ Lanny Lambert, City Manager

## **Attachments**

31. Authorize the Execution of Memo of Understanding for Magistrate Services by the City of Kyle for the Hays County Jail for Fiscal Year 2014 ~ *Lanny Lambert, City Manager* 

## **Attachments**

### IX. 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 Engineer Search Proposed Timeline
- 2. Discuss City Council Workshop to be held on Tuesday, Oct. 22, 2013 regarding Lone Star Rail/Public Transit and Plum Creek PID

## Attachments

### X. Executive Session

- 33. Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.087, Deliberation regarding Economic Development Negotiations.
  - Attachments
- 34. Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.071, Consultation with City Attorney regarding ongoing litigation with Monarch Utilities
  - **Attachments**
- 35. Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding Economic Development Negotiations.
  - Attachments
- 36. Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding ongoing litigation with Monarch Utilities.
  - **Attachments**

### XI. ADJOURN

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

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



## CITY OF KYLE, TEXAS

# City Council Regular Meeting - October 2, 2013

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** City Council Regular Meeting - October 2, 2013 ~ *Amelia Sanchez*,

City Secretary

**Other Information:** This item is for formal approval of the minutes from the October 2nd

Regular Meeting of the City Council, a copy of which is included with

the meeting packet.

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

### Attachments / click to download

☐ City Council Regular Meeting Minutes - October 2, 2013

### REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on October 2, 2013, at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson Mayor Pro Tem Samantha LeMense 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 Sandra Duran, HR Director Kerry Urbanowicz, Director Parks and Rec Connie Brooks, Library Director Sophia Nelson, Director of Planning Mark Shellard, I T Director Jeff Barnett, Police Chief Cody Faulk, City Attorney

Mike Fulton Jerry Kolacny James Adkins Emily Whitten

### CALL MEETING TO ORDER

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

### ROLL CALL

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

### APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING - SEPTEMBER 17, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY* 

Council Member Hervol moved to approve the City Council Regular Meeting minutes of September 17, 2013. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

### CITIZEN COMMENT PERIOD WITH CITY COUNCIL

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

Mayor Johnson opened the citizens comment period at 7:04 P.M. and called for comments on items not on the agenda or posted for public hearing. Mike Fulton spoke and stated our city was more than \$70 million dollars in debt, our taxes and sewage fees are increasing each year, drawing from the utility fund to keep the budget going and lots of work to be done. Growing city needs to have businesses to help offset the increased property tax with increased sales tax, and asked the Council to approve the MUD but also implement anti idling laws to prevent trucks idling all day long. Jerry Kolacny spoke and stated Council had an agenda item coming up about beatification of the downtown area and street planning. He stated as a resident of the historic part of Kyle he would ask them to do something else, such as planning for the problems with sewage backups, drainage, flooding, and sidewalks in the original town of Kyle. James Adkins spoke about people complaining about increase in taxes but no revenue coming in and that this proposed development is off of IH35 and didn't understand why the people from San Marcos were here and were not tax payers. He asked the Council to listen to his constituents. Emily Whitten spoke stated she paid school taxes and objects to the truck stop at Yarrington is because of the kids and traffic and didn't think it was good for the neighborhood and felt that she had a right to voice her objections because it would affect her quality of life in the Blanco Vista subdivision. Melissa (last name?) spoke and stated she was the wife of a retired trucker and that they are people too. She stated she needed him to have a safe place for him to be when he was out trucking. With no one else wishing to speak Mayor Johnson closed Citizen's Comments at 7:15 P. M.

### **PRESENTATION**

PRESENTATION OF EMPLOYEE OF THE MONTH FOR THE MONTH OF SEPTEMBER  $\sim LANNY\ LAMBERT$ , CITY MANAGER

• Genevieve Nino-Natal, Mental Health Police Officer

City Manager Lanny Lambert introduced Genevieve Nino-Natal as employee of the month.

RECOGNITION OF DENNIS BAILEY BY THE CITY OF KYLE FOR SERVING ON THE PARKS & RECREATION COMMITTEE FROM APRIL 2004 - SEPTEMBER  $2013 \sim KERRY\ URBANOWICZ$ , DIRECTOR OF PARKS & RECREATION

Kerry Urbanowicz recognized Dennis Bailey for his years of service to the City on the Parks Board.

**PROCLAMATIONS** 

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 3 Kyle City Hall

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING WEDNESDAY, OCTOBER 2, 2013 AS "BRANDON SCAWTHORN DAY" IN THE CITY OF KYLE, TEXAS  $\sim LUCY JOHNSON, MAYOR$ 

Mayor Johnson and Council read a proclamation to Brandon Scawthorn for culinary skills and for a spot on Rachel Ray show.

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE MONTH OF OCTOBER 2013 AS "COMMUNITY PLANNING MONTH" IN THE CITY OF KYLE, TEXAS  $\sim LUCY JOHNSON, MAYOR$ 

Mayor Johnson invited the Planning and Zoning Members, Parks and Recreation Members, and Long Range Planning Members, both past and present to come up and join the Council Members for the Proclamation honoring their time to community planning.

PROCLAMATION OF THE CITY OF KYLE, TEXAS PROCLAIMING THE MONTH OF OCTOBER 2013 AS "TURKEYS TACKLING HUNGER MONTH" IN THE CITY OF KYLE, TEXAS  $\sim LUCY JOHNSON$ , MAYOR

Mayor Johnson and Council Members present a Proclamation of the City of Kyle, Texas Proclaiming the Month of October 2013 as "Turkeys Tackling Hunger Month" to the Hays County Food Bank and thank them for all the services to the families of Kyle and Hays County

#### **APPOINTMENTS**

CONSIDERATION OF NOMINATION(S) FOR APPOINTMENT TO THE KYLE AREA YOUTH ADVISORY COUNCIL ~ *LUCY JOHNSON*, *MAYOR* 

- Lehman High School Students (new appointments to two year terms)
- Hays High School Students (new appointments to two year terms

Mayor Johnson move to appoint Carly Hogue, Terrah Friesenhahn, Ranson Moore, Meagan Richards Dees, Saya Davis, Gabriel Doria, Andrew Garza, Neriah Sosa, Andy Garza, Melissa Alvarez, Jordan Mitchell and Aidan O'Keefe to the Kyle Area Youth Advisory Council. Council Member Bryant seconds the motion. All aye. Motion carried.

CONSIDERATION OF NOMINATION(S) FOR APPOINTMENT TO THE LIBRARY BOARD  $\sim LUCY JOHNSON, MAYOR$ 

Barbara Pelech

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 4 Kyle City Hall

Mayor Johnson move to appoint Barbara Pelech to the to the Library Board. Council Member Hervol seconds the motion. All aye. Motion carried.

CONSIDERATION OF NOMINATION(S) FOR APPOINTMENT TO THE PLANNING AND ZONING COMMISSION ~ LUCY JOHNSON, MAYOR

- Shane Arabie
- Irene Melendez

Mayor Johnson moved to appoint Shane Arabie and Irene Melendez to the Planning and Zoning Commission. Council Member Hervol seconds the motion. All aye. Motion carried.

### **CONSENT AGENDA**

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO ALL TRADES REPAIR SERVICE OF KYLE, TEXAS IN AN AMOUNT NOT TO EXCEED \$4,300.00 TO PROVIDE ELECTRICAL SERVICE AND REPAIRS FOR SPECIFIED CITY FACILITIES DURING FISCAL YEAR 2013-14. ~ KERRY URBANOWICZ, DIRECTOR OF PARKS & RECREATION

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO CHRISTIAN BROTHERS AUTOMOTIVE OF KYLE, TEXAS IN AN AMOUNT NOT TO EXCEED \$13,500.00 TO PROVIDE FLEET VEHICLE SERVICE AND REPAIRS FOR THE PARKS AND RECREATION DEPARTMENT VEHICLES DURING FISCAL YEAR 2013-14. ~ KERRY URBANOWICZ, DIRECTOR OF PARKS & RECREATION

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO MADERO AIR & HEATING OF BOERNE, TEXAS IN AN AMOUNT NOT TO EXCEED \$13,350.00 TO PROVIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICE AND REPAIRS FOR SPECIFIED CITY FACILITIES DURING FISCAL YEAR 2013-14. ~ KERRY URBANOWICZ, DIRECTOR OF PARKS & RECREATION

(SECOND READING) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING A NAMING POLICY FOR PUBLIC PLACES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS ~ LANNY LAMBERT, CITY MANAGER

Mayor Pro Tem LeMense moved to approve Consent Agenda **Item # 10** ~ Authorize award and execution of a Purchase Order to ALL TRADES REPAIR SERVICE of Kyle,

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 5 Kyle City Hall

Texas in an amount not to exceed \$4,300.00 to provide electrical service and repairs for specified City facilities during Fiscal Year 2013-14; **Item # 11** ~ Authorize award and execution of a Purchase Order to CHRISTIAN BROTHERS AUTOMOTIVE of Kyle, Texas in an amount not to exceed \$13,500.00 to provide fleet vehicle service and repairs for the Parks and Recreation Department vehicles during Fiscal Year 2013-14; **Item # 12** ~ Authorize award and execution of a Purchase Order to MADERO AIR & HEATING of Boerne, Texas in an amount not to exceed \$13,350.00 to provide heating, ventilation and air conditioning (HVAC) service and repairs for specified City facilities during Fiscal Year 2013-14; **Item # 13** ~ (Second Reading) An Ordinance of the City of Kyle, Texas, adopting a Naming Policy for Public Places; Making findings of fact; And providing for related matters. Council Member Hervol seconds the motion. All aye. Motion carried.

Mayor Johnson stated that she had received several requests to move to Item #19 and asked for Council approval to do so and all agreed.

(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 47.74 ACRES OF LAND FROM 'AG' AGRICULTURE TO A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT 'PUD' WITH A BASE ZONING DESIGNATION OF RETAIL SERVICES 'RS' AND MULTI-FAMILY RESIDENTIAL 'R-3-3', ON PROPERTY LOCATED AT 24800 S. IH-35 (THE PROPERTY BOUNDED BY YARRINGTON ROAD ON THE SOUTH, I-35 ACCESS ROAD ON THE EAST AND POST ROAD ON THE WEST), IN HAYS COUNTY, TEXAS. (PGI INVESTMENTS, LLC, Z-13-003); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

Planning and Zoning Commission voted 5-2 to approve the rezone request with conditions listed in staff report.

### PUBLIC HEARING

Mayor Johnson open the Public Hearing at 7:45 P.M. to hear comments on Rezoning approximately 47.74 acres of land from 'AG' Agriculture to Planned Unit Development Overlay District 'PUD' with a base Zoning designation of Retail Services 'RS' and Multi-Family Residential 'R-3-3, on property located at 24800 S. IH 35. Louis Obdyke spoke against the truck stop based on health and human issues due to diesel, noise, pollution, and traffic and asked the City Council to vote against it.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 6 Kyle City Hall

Kate Johnson spoke on behalf of the Hays County Historical Commission and the historical importance of this piece of land known as Yarrington Springs and the importance of the preservation of this site. Lila Knight spoke against the truck stop and stated there were many reasons to deny this PUD request. She passed out a handout to Council which she stated was a true mixed development from another state and one with what is being proposed here and stated the future of Kyle was in Council's hands. Paula Hamilton spoke against the truck stop and had questions regarding security and availability of water, the City's preparedness in case of a fire there and the costs of repair to roads. Ronnie Vasquez spoke and stated that he lived near the area where the proposed truck stop was going and stated he now know how the east side felt with the noise from the race track that he could hear at midnight from his residence. He stated that the city was saying they would not be allowed to idle but they would. Charles Thompson spoke asked what this truck stop would do for Kyle and if the approved it the city would be known as having the biggest truck stop in Texas and not consistent with the development in the area and that it was a bad decision if allowed. John Aultman spoke and stated that the truck stop would have a negative impact, towering over the neighborhood, noise, pollution and trucks idling and transients loitering with children nearby in schools, parks and church. Phillip Amos spoke managing member of mobile home park from Arizona, near the proposed truck stop and stated he had not been contacted and just heard about it. He stated he and the residents were opposed to this development and it does not conform to the Comprehensive Plan use with additional concerns about the proposed LED sign. Mr. Amos handed Mayor Johnson petitions opposing the truck stop. Michael Watkins, a cardiologist spoke and stated his concerns about the pollution created by this development and the children breathing in this polluted air. Julie Watkins did not speak and allowed Mr. Amos to use her time but also opposes the truck stop. Daphne Tenorio spoke stated that this truck stop would be catastrophic for the city with the additional traffic it would bring, pollution and that the city needed to plan for the future and asked Council to pull back on this project. Nathan Houser agreed with all the comments made by everyone against the truck stop, and although he lives in San Marcos they pay taxes and shop here and being disregarded by the previous speakers because he doesn't live here bothered him. Jay Joseph about his concern about the safety of children in the area for another revenue stream, a tax base and that ramifications are far reaching and asked Council to consider their vote on this project. Amy Burgess spoke and stated she not attended any meetings before but wrote letters to the Council. She asked Council not to let this further and asks them to reconsider. Nancy Moore spoke about a head on collision with a truck driven by a drunk driver leaving a rest area in Kyle 29 years ago. She stated that we have a responsibility to be stewards and asked Council to follow the Comprehensive Plan. Louis Lutto spoke and stated he brought pictures of other cities that have put in truck stops and passed them out to Council, showing how commercial growth comes with these truck stops. Frank Owen, a vet and father and that our law enforcement would be challenged, and that it would be money for the few and not the many. He stated parents are very powerful and asked the Council with their conscience.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 7 Kyle City Hall

Annette Devon spoke and stated she had a petition against the truck stop and gave it to the Mayor. She stated people didn't know about this truck stop and asked the Council to vote no to the Yarrington project and that the developers know it is wrong to build a truck stop next to schools, churches and residential areas. Susan Meckle spoke stated that the truck stop would impact Kyle residents and property owners directly. She stated environmental concerns with a natural spring being rechanneled and conveyed over rocks, maintaining the natural environment and that there are 3 aquifers underlying this property. Arti Bhattacharya an attorney from Austin and stated safety is important to any community, and everyone knew the hours truckers work. She stated 35 is a part of Kyle and the least we could do was keep the truckers rested and safe and in turn that brings safety to our city and our children. She stated pollution is already here, and that there will be economic prosperity to the area. Katherine Loayza of Aztec Village stated she was a past city planner with 30 years experience with the City of Austin and that if you have a PUD the only way to get the benefits the PUD site plan shows is if you have specific ordinances very tightly written and clearly define the site development standards. She stated that this PUD would only benefit truckers and doesn't meet the city's requirements. Jerry Kolacny stated there had been a lot of talk about environmental concerns and that he was sorry the spring was destroyed but that the spring was on private property and that the spring is mentioned in the Texas Historical marker in front of his house, but if the City of Kyle or any of these people have environmental issues they should put their money where their mouth is and protect these features because they are vulnerable when they are located on private property along with trees that were also mentioned, and they should proceed with the PUD. Kristy Saucedo stated when she purchased her home in Blanco Vista she never dreamed a truck stop would be built there and that this would not even be discussed if it was not just for money and that she is against it. Rhianne Cannaday a resident of Champion Crossing Apartments and own a home in Kyle and pays taxes. She stated no one at the complex knew about this project. She stated that this was a lower income area and that if this property was located in an affluent area this would not be going on. Sally Simmers spoke and stated that last weekend she had passed out a petition and gotten many signatures and many had not even heard of it and she asked the Council to listen and that the citizens do not want this. Dan Ryan, Planning and Zoning Chairman spoke and stated that a lot of statements made tonight were misstatements and that he has attended all meetings and things have changed. He stated some are yelling 100' signs and this is not true. Some are yelling about pollution but they are meeting EPA standards and the Clean Air Act. He stated the concerns about truckers racing through neighborhoods taking children and wives is just not so with most truckers good people, and they have to look at what has been presented and how the developer has changed in a year. Abby Hurst spoke and took exception to the gentlemen's comment that their voice should not be heard.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 8 Kyle City Hall

She stated she lived here for ten years and her mother Adell Hurst had changed the face of the community and what was going on here now was just wrong. She stated they were not against business and wanted restaurants, stores and places to spend their money but didn't want a truck stop with 221 trucks idling all day long and asked Council not to let this happen. Abel Rodriguez spoke and stated he was a Kyle resident and tax payer and stated he loved when people from Austin came to give us their opinion when the first thing you see when you drive into Austin is an adult bookstore. He stated he was a social worker and worked with sex offenders and people with addictions. He stated he has asked some of these people where they do business and the reply is at truck stops. He stated we do not need this here and that it is not about the numbers it is about the people who live here and stated it was not up to the Council but up to the people. Paul Dehart spoke a Professor at Texas State spoke and also had concerns mentioned previously about child safety about human trafficking that goes on in these places and that they will lose home values with the truck stop located there. Alfred Zambrano, P&Z Commissioner spoke and stated he was here as a longtime citizen of Kyle and he is not against growth or business making profits but business at what costs? Michelle Christie spoke and stated she was a former P&Z member and that she voted yes for the travel center. She stated her decision was based on what she thought was best for the citizens of Kyle, and it seemed that in all discussions they were vilifying truck drivers and that there are some good and some bad, but most are hard working people. Bobby Montgomery spoke and stated she lived at Aztec Village and that it is a lower income group of people that live there and her concern is the children and asked the Council to reconsider this project. James Toungate spoke and stated his opposition to the truck stop and wondered why they wanted this little parcel of land so badly, and that they would destroy old oak trees and the natural spring and asked Council to vote no. Shane Ararbe spoke and stated that the project for the truck stop fits and fits the Comp Plan and that it is a guideline and not set in stone. He stated the owner has a right to do with the property what he wants to do and that properties bring infrastructure to areas. Everett Johnson stated he had been around truck stops since childhood in Houston and politics destroyed towns like Pasadena and that they allowed anything and everything depending on who is in office at the time. He is opposed to the truck stop being located near homes, schools or churches. Linda Joseph stated she bought property in Blanco Vista and is very fearful and that she does not stop at truck stops. She asked the Council to reconsider and not do this. With no one wishing to speak Mayor Johnson closed the Public Hearing at 9:26 P.M.

Mayor Johnson stated she had spoken to the City Attorney and that there was an issue regarding the LOI's presented by the developer and also a request from a Council Member and asked the City Attorney to speak regarding the issue. Cody Faulk, City Attorney stated that as there were issues regarding private commercial and financial information under the Texas Open Meetings Act Council is allowed to go into Executive Session if Council would like to do so to deliberate and evaluate certain information they could do so at this time.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 9 Kyle City Hall

Mayor Johnson asked him to state the section on that. He replied that it was Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from business prospect by the governmental body seeks to have locate, stay or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

Mayor Johnson moved to go into Executive Session at 9.28 P.M. on item # 19 allowed by section 551.087 of the Texas Government Code. Council Member Selbera seconds the motion. Motion carried 6-1 with Mayor Pro Tem LeMense voting nay.

Mayor Johnson moved to reconvene into Open Session at 9.43P.M. Mayor Pro Tem LeMense seconds the motion. With Council Member Selbera off the dais. All aye. Motion carried.

Council Member Selbera returned to the dais at 9:44 P.M.

Mayor Johnson stated no action was taken during Executive Session.

Council Member Benninghoff moved to approve agenda item #19. Council Member Selbera seconds the motion. Mayor Johnson asked for clarification if this motion included P&Z recommendations. Council Member Benninghoff stated that is excluded them. Mayor Johnson asked for a roll call vote. Council Member Benninghoff voted aye, Council Member Wilson voted aye, Council Member Hervol voted nay, Mayor Pro Tem LeMense voted nay, Council Member Selbera voted aye, Mayor Johnson voted nay. Council Member Bryant voted nay. Motion fails 4-3.

Mayor Johnson moved to item #14.

### CONSIDER AND POSSIBLE ACTION

(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 35.761 ACRES OF LAND FROM 'R-1-2' SINGLE FAMILY RESIDENTIAL-2 TO 'R-1-A' SINGLE FAMILY ATTACHED, ON PROPERTY LOCATED OFF OF BUNTON LANE JUST EAST OF TWIN COVE, IN HAYS COUNTY, TEXAS. (BEAR RIVER LIMITED, LLP Z-13-012); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 10 Kyle City Hall

Planning and Zoning Commission voted 7-0 to approve the rezone request.

### **PULIC HEARING**

Mayor Johnson opened the Public Hearing at 10:45 P.M. to hear comments on re-zoning approx. 35.761 acres of land from 'R-1-2' SFR-2 to 'R-1-A' SF Attached. With no one wishing to speak Mayor Johnson closed the Public Hearing at 10:45 P.M.

Council Member Wilson moved to approve First Reading of an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of re-zoning approx. 35.761 acres of land from 'R-1-2' SFR-2 to 'R-1-A' SF Attached on property located off Bunton Lane, East of Twin Cove. Council Member Hervol seconds the motion. All aye. Motion carried.

(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.2479 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-A' SINGLE FAMILY ATTACHED, ON PROPERTY LOCATED AT 400 S. BURLESON STREET, IN HAYS COUNTY, TEXAS. (TY & MONICA DAVIDSON Z-13-011); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

*Planning and Zoning Commission voted 7-0 to approve the rezone request.* 

### PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 10:47 P.M. to hear comments on re-zoning approx. 0.2479 acres of land from 'R-1-' Single Family to 'R-1-A' SF Attached. With no one wishing to speak Mayor Johnson closed the Public Hearing at 10:47 P.M.

Council Member Hervol moved to approve First Reading of an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.2479 acres of land from 'R-1-' Single Family to 'R-1-A' SF Attached on property located at 400 S. Burleson Street. Mayor Pro Tem LeMense seconds the motion. All aye, Council Member Selbera was off the dais. Motion carried.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 11 Kyle City Hall

(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.24 ACRES OF LAND FROM 'RS' RETAIL SERVICE TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT 101 CREEKSIDE TRAIL, IN HAYS COUNTY, TEXAS. (FISERV ISS FBO GREGORY LAHR Z-13-014); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

Planning and Zoning Commission voted 7-0 to approve the rezone request.

### PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 10:49 P.M. to hear comments on re-zoning approx. 3.24 acres of land from 'R-S-' Retail Service to 'R-1-T Residential Townhome. Jerry Kolacny spoke and asked if the zoning change applied and the property was sold how soon can an owner come back and request another change. With no one else wishing to speak Mayor Johnson closed the Public Hearing at 10:50 P.M.

Sophia Nelson, Planning Director replied to the question by Mr. Kolacny and stated that there is no time limit once zoning change approved to request another change.

Council Member Wilson moved to approve First Reading on an Ordinace on re-zoning approx. 3.24 acres of land from 'R-S-' Retail Service to 'R-1-T Residential Townhome on property located at 101 Creekside Trail. Council Member Hervol seconds the motion. All aye. Motion carried.

(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.254 ACRES OF LAND FROM 'R-1' RESIDENTIAL-1 TO 'RS' RETAIL SERVICE DISTRICT, ON PROPERTY LOCATED AT 705, 709 & 711 N. OLD HWY 81, IN HAYS COUNTY, TEXAS. (KARLYN ELLIS Z-13-010); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS

OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 12 Kyle City Hall

Planning and Zoning Commission voted 7-0 to approve the rezone request with the condition outlined in staff report

### PUBLIC HEARING

Mayor Johnson opened the Public Hearing at 10:54 P.M. to hear comments on re-zoning approx. 3.254 acres of land from 'R-1-' Residential-1 to 'R-1-T RS Retail Service District. With no one wishing to speak Mayor Johnson closed the Public Hearing at 10:54 P.M.

Council Member Hervol moved to approve an Ordinance amending Chapter 53 of the City of Kyle, Texas for the purpose of re-zoning approx. 3.254 acres of land from 'R-1-' Residential-1 to 'R-1-T RS Retail Service. Council Member Bryant seconds the motion. Council Member Wilson asked for clarification on the motion and asked if the motion was made based on the staff report changes. Council Member Hervol replied yes with staff changes of rezoning the 2 southern lots to 'RS' and the northern most lot Community Commercial. All aye. Motion carried

(First Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.67 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF PORTER AND COCKERHAM, IN HAYS COUNTY, TEXAS. (ALAN & SHARON LOWDEN Z-13-013); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

*Planning and Zoning Commission voted 7-0 to approve the rezone request.* 

### **PUBLIC HEARING**

Mayor Johnson opened the Public Hearing at 10:57 P.M. to hear comments on re-zoning approx. 3.67 acres of land from 'R-1 SF to 'R-1-T Residential Townhome on property located at the NW corner of Porter and Cockerham. With no one else wishing to speak Mayor Johnson closed the Public Hearing at 10:57 P.M.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 13 Kyle City Hall

Council Member Hervol moved to approve an Ordinance amending Chapter 53 of the City of Kyle, Texas for the purpose of re-zoning approx. 3.67 acres of land from 'R-1 SF to 'R-1-T Residential Townhome on property located at the NW corner of Porter and Cockerham. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CONSIDERATION AND POSSIBLE ACTION REGARDING A FEE WAIVER REQUEST FOR THE SITE DEVELOPMENT APPLICATION IN THE AMOUNT OF \$1,581.92 FROM THE FRIENDS OF THE KYLE LIBRARY FOR THEIR PLANNED ADDITION TO THE LIBRARY THRIFT SHOP  $\sim$  WYNETTE BARTON, PRESIDENT, FRIENDS OF THE KYLE LIBRARY

Mayor Johnson moved to approve a fee waiver request for the site development application in the amount of \$1,581.92 from the Friends of the Kyle Library for their planned addition to the Library Thrift Shop. Council Member Hervol seconds the motion. All aye. Motion carried.

CONSIDERATION AND POSSIBLE ACTION REGARDING THE CITY COUNCIL GOALS FOR 2014 ~ *LUCY JOHNSON, MAYOR* 

Council Member Wilson moved to approve the goals as discussed with a focus on Economic Development. Council Member Benninghoff seconds the motion. All aye. Motion carried.

RECOMMENDATION FROM THE PARKS COMMITTEE REGARDING THE PROPOSAL FROM THE YMCA OF AUSTIN ~ *LUCY JOHNSON, MAYOR* 

Mayor Pro Tem LeMense moved to not accept the proposal from YMCA of Austin. Council Member Wilson seconds the motion. All aye. Motion carried.

CONSIDER RATIFYING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NEPTUNE-WILKINSON ASSOCIATES INC., OF AUSTIN, TEXAS, TO PERFORM SITE DEVELOPMENT PLAN AND SUBDIVISION PLAN REVIEWS ON A TIME EXPENDED AND CHARGES INCURRED BASIS AT SPECIFIED HOURLY RATES AS INTERIM CITY ENGINEER. ~ JAMES EARP, ASSISTANT CITY MANAGER

Council Member Selbera moved to approve ratifying a professional engineering services agreement with NEPTUNE-WILKINSON ASSOCIATES INC., of Austin, Texas, to perform site development plan and subdivision plan reviews on a time expended and charges incurred basis at specified hourly rates as Interim City Engineer. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 14 Kyle City Hall

A RESOLUTION OF THE CITY OF KYLE, TEXAS, RECOGNIZING TEXAS STATE SENATORS DONNA CAMPBELL AND JUDITH ZAFFIRINI, AND TEXAS STATE REPRESENTATIVE JASON ISAACS FOR THEIR SUPPORT IN PASSING TEXAS STATE SENATE BILL 1086 (SB 1086) DURING THE 83RD REGULAR LEGISLATIVE SESSION AND SECURING A MEANS TO COMPEL INVESTOR OWNED UTILITIES TO PROVIDE PROPERLY PAINTED FIRE HYDRANTS IN THE CITY OF KYLE NEIGHBORHOODS ALLOWING FIREFIGHTERS THE ABILITY TO USE THE APPROPRIATE HYDRANTS IN THEIR DUTY TO PROTECT KYLE'S RESIDENTS. ~ Jerry Hendrix, Director of Community Development

Council Member Selbera moved to approve A Resolution of the City of Kyle, Texas recognizing Texas State Senators Donna Campbell and Judith Zaffirini, and Texas State Representative Jason Isaac for their support in passing Texas State Senate Bill 1086 (SB 1086) during the 83re regular Legislative session and securing a means to compel investor owned utilities to provide properly painted fire hydrants in the City of Kyle neighborhoods allowing Firefighters the ability to use the appropriated hydrants in their duty to protect Kyle's residents. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

Mayor Pro Tem LeMense left the meeting at 11:22 P.M.

A RESOLUTION OF THE CITY OF KYLE, TEXAS NOMINATING MIKE FULTON TO THE HAYS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS IN ACCORDANCE TO § 6.07 OF THE TEXAS PROPERTY TAX CODE; DECLARING A PUBLIC PURPOSE; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE. ~ Lanny Lambert, City Manager

Council Member Benninghoff moved to approve a Resolution of the City of Kyle, Texas nominating Mike Fulton to the Hays County Appraisal District Board of Directors in accordance to 6.07 of the Texas Property Tax Code; Declaring a public purpose; Incorporating recitals; Providing for Severability and Setting and Effective Date. Council Member Wilson seconds the motion. All votes aye. Motion carried.

### CITY MANAGERS REPORT

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

CITY COUNCIL REGULAR MEETING October 2, 2013 – Page 15 Kyle City Hall

- 1. Discuss City Council Goals for 2014 document
- 2. Discuss 2013 TML Conference, October 8 11, 2013
- 3. Discuss proposed calendar for hiring City Attorney
- 4. Discuss City Council Workshops
- Thursday, October 3, 2013-7:00 p.m.-ESD #5 Workshop
- Thursday, October 3, 2013-8:15 p.m.-LED Sign Ordinance Workshop
- Tuesday, October 22, 2013-7:00 p.m.-Lone Star Rail Public Transit Workshop
- Tuesday, October 22, 2013-8:00 p.m.-Plum Creek PID Workshop

City Manager Lanny Lambert stated everything was attached and due to the time would not go over it but reminded them about workshops and interviews for Judge.

### **EXECUTIVE SESSION**

Mayor Johnson stated the Executive Session was not needed.

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T. CODE, § 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.

RECONVENE INTO OPEN SESSION TO TAKE ACTION AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.

### **ADJOURN**

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

The City Council meeting adjourned at 11:25 P M.

|                                | Lucy Johnson, Mayor | _ |
|--------------------------------|---------------------|---|
| Amelia Sanchez, City Secretary |                     |   |



## CITY OF KYLE, TEXAS

City Council Workshop - October 3, 2013 - 7:00 p.m.

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** City Council Workshop - October 3, 2013 - 7:00 p.m. ~ *Amelia* 

Sanchez, City Secretary

**Other Information:** This item is for formal approval of the minutes from the 7:00 p.m.

October 3rd Workshop 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 Workshop Minutes - October 3, 2013 - 7:00 p.m.

### CITY OF KYLE

### CITY COUNCIL WORKSHOP

The governing body of the City of Kyle, Texas held a workshop meeting at 7:00 PM on October 3, 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 LeMense
Council Member Hervol
Council Member Selbera
Council Member Benninghoff
Council Member Bryant
Council Member Wilson
Lanny Lamber, City Manager
James Earp, Assistant CM
Robert Olvera, IT
CALL MEETING TO ORDER

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

### ROLL CALL:

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

Mayor Johnsons asked if the ESD had to take roll, and Beth Smith responded that she would call the meeting to order between the ESD # 5 and the City of Kyle and that all members were present other than Paul Terry.

### CONSIDER AND POSSIBLE ACTION

CONSIDERATION AND GENERAL DISCUSSION OF ANY AND ALL ISSUES REGARDING THE EMERGENCY SERVICES DISTRICT #5; AND PROVIDING FOR RELATED MATTERS  $\sim LANNY \ LAMBERT, \ CITY \ MANAGER$ 

Mayor Johnson open the meeting and stated that she and Mayor Pro Tem LeMense met with representatives of ESD #5 on Tuesday of last week to discuss plans to move forward with some type of agreement between the two parties. She stated that they came up with the idea for a resolution with the City of Kyle supporting the ESD's right to have a sales tax election and accepting that ESD # 5 could continue to have the 1/2 cent sales tax collection after any annexations by the city after the November elections, and that they should all have copies of the resolution.

Cody Faulk, City Attorney stated that there were two resolutions, one that was provided by the Attorney for the ESD and the other one had his edits.

CITY COUNCIL WORKSHOP October 3, 2013 – Page 2 Kyle City Hall

Beth Smith stated that they have Public Comments on their agenda and Mayor Johnson stated that Public Comments were welcomed.

There was no one wishing to speak.

Mayor Johnson asked City Attorney Cody Faulk if he wanted to talk about his edits.

Cody Faulk stated that he had spoken with the ESD 5 Attorney and the attempt to enter into a joint resolution as was just discussed and that the ESD 5 Attorney prepared a draft which was the copy both bodies had before them tonight. He stated that after his review, but not yet sent back to their Attorney, but that this may have more along the lines of adding some exact language as to the allocation of the sales tax between not only the ESD and the City but also Hays County.

Mayor Johnson stated that she would read the document when someone asked for a copy.

"Whereas upon the City annexing any part of the Future Annexed Area ("Annexed Property") after the passage of the November, 2013 HCESD 5 sales and use tax, the implementation and collection of said sales and use tax by the Texas Comptroller, and the Effective Date of this Agreement, HCESD 5 agrees to allocate to the City on a monthly basis HCESD 5's local sales and use tax revenue actually received in hand by HCESD 5 from the Texas Comptroller for the Future Annexed Area and Annexed Property, excluding any deductions or re-allocations by the Texas Comptroller, and derived from Annexed Property in the Future Annexed Area. It is the intent of the parties hereto that Hays County shall receive one-half of one percent of the maximum allowed two percent of the local sales and use tax for the Future Annexed Area and Annexed Property, and the City shall receive one and one-half percent of the maximum allowed two percent of the local sales and use tax for the Future Annexed Area and Annexed Property."

Beth Smith stated that on the 1st of September a law was passed that the Comptrollers office divides it.

Mike Fulton stated that this was not giving a division at all. Mayor Johnson agreed that it did not. Mr. Fulton continued and stated they were not being given anything.

Cody Faulk stated that he thought he had the language in there

Mr. Fulton stated that it gives Hays County their 1/2 percent.

Mr. Faulk said that he would change that.

Mr. Fulton stated that it would be 1/2 cent to ESD #5, 1 cent to City of Kyle, and 1/2 cent to Hays County.

Council Member Benninghoff asked the ESD to brief him on their perception on how this thing started from the beginning and where they are now in their point of view.

CITY COUNCIL WORKSHOP October 3, 2013 – Page 3 Kyle City Hall

Beth Smith spoke and stated that she missed the February meeting, but that it was on the agenda and going back a year and a half ago, when Buda was going to pass theirs, that at that time she had spoken to Lanny Lambert, City Manager, and told him they would never surprise him with it and asked him if the City be ok with it if they would let him know if they went forward. She stated that Mr. Lambert did not remember the conversation but that she had gone back and checked their meeting minutes and that it stated that she had spoken to Mr. Lambert and that he stated it would not be a problem, that the 1/2 cent would be fine. She stated that she texted him and told him the 1/2 cent would be on this agenda in February just to let him know it was going to be on there. She then missed the meeting but James Earp was at the meeting but they voted to wait on passing it for an MOU from the city to possibly do that 1/2 cent and that they didn't get an MOU, but had a joint meeting in April and were supposed to get an MOU to talk about getting the 1/2 cent sales tax with a time frame before the meeting and then got an MOU from the City that suggested that for two years they got a 1/2 cent and then nothing and they had to vote as it was on the agenda or they would have missed the time frame for the November election. She stated that was pretty much it. Susan Meckel stated that they then called the election for the 1/2 cent.

Council Member Wilson stated that the Council submitted an agreement and that the ESD chose not to do that and go ahead with the election. Beth Smith stated they got the MOU the day before that gave them a 1/2 cent for 2 years and then everything back to the city and that they had to go ahead and call the election so it would make it to the November ballot.

Mayor Johnson stated that fast forwarding to their joint meeting last Tuesday and what came out of that was an agreement to have a resolution that showed the right of the ESD to hold an election and the right for them to continue to have that 1/2 cent in all properties annexed by the city after the November election, annexations that would specifically happen after the election and that needs to be reflected.

City Attorney Cody Faulk stated that the only language after re-reading it should have said the District as opposed to Hays County which was his typographical error and that intends that all properties after annexation the ESD would still get the 1/2 percent sales tax.

Beth Smith stated that their Attorney was a little bit of the opinion that they did not need to have any kind of resolution. Mayor Johnson stated that that was true but that she thought that the feelings of those that were involved in the meeting was that a resolution would be a good step in mending any fences broken between the ESD and City Council, an acknowledgement that it is more helpful if they moved forward together as a team on this rather than separately. Mayor Johnson stated with that there was clearly going to be re-edits. Cody Faulk stated that this obviously not sent to their attorney's yet and that the resolution we got we just wanted a little more clarification as to the actual allocation and that in the original joint resolution there wasn't that it was more of a blanket language about there being re-allocations but not exact numbers and that was all they wanted to correct.

CITY COUNCIL WORKSHOP October 3, 2013 – Page 4 Kyle City Hall

Beth Smith asked what was wrong with their Attorney's language and Cody Faulk stated that there was no actual reference to either or, as to the ESD getting the 1/2 percent and that the city wanted that language in there. Fire Chief Kyle Taylor stated there was no reason to put that in there, it's a 1/2 cent and we get to keep it and that was what the resolution said to begin with and that the City was supporting the ESD in the election and now they are getting this thing that says that in the future the City gets all the sales tax. Cody Faulk stated that the intent is not to obtain all sales tax.

Susan Meckle spoke and stated she was trying to explain as Beth mentioned before was that their attorney advised that there might not be a need for a resolution however recognizing that this would help pave the way to move forward supporting each other to work through this so that it is not left unresolved somehow, that the 1/2 cent would be theirs after the election and maybe this resolution is not the one that should contain any other future allocations because they can't to allocate something that they don't have and are not seeking. Mayor Johnson stated she thought that because of what specifically is going on with ESD #8, Buda and Kyle, she felt it would help the Council to see those figures reflected in the resolution. Beth Smith stated it had nothing to do with them that it was Buda. Mayor Johnson stated that Buda had nothing to do with Kyle for ESD #8 but they wouldn't go into the specifics on that but felt it would be helpful to have the numbers and recognition specifically of the 1/2cent to ESD #5 in the resolution. Mike Fulton stated that when this started that was what the ESD was seeking where at the point the City was saying we understand that and are in agreement with it. He stated he agreed with the Mayor and asked what was wrong with having an agreement with the City and the ESD that says we're all on the same page, and that the City is not asking for more than ESD is willing to give in the beginning and ESD is not giving up any more than they were wanting to give up. Mr. Holen spoke and stated that the way it reads is that the ESD intends to go out and get additional sales tax which this board has not made any decision on and that it was a concern that it indicates a forgone conclusion. He stated he understood the City trying to ward that off in case it does happen. He stated that the word that was missing and discussed at the last meeting is that the City of Kyle supports the ESD and going out and seeking this half cent in order to provide emergency services, and he would like have that added and Mayor Johnson agreed.

Council Member Bryant stated he had heard about this meeting and wonder what was the reason with just having some of the Council attend instead of all the Council. Mike Fulton said there were no quorum requirements for that and an easy way to communicate. Council Member Bryant stated that it could have been posted to meet the requirements. Susan Meckle stated is was just an idea of approaching it instead of from a contractual basis that also included a lot of other tie-ins to the sales tax election just to discuss whether there would be a more amenable option. Council Member Bryant stated he was just thinking that was going to happen when they were all together.

Mayor Pro Tem LeMense stated that as a follow up to Council Member Bryant she thought there were some hurt feelings and it was a more casual getting back to know one another and be on friendly terms for this meeting to communicate in a constructive

manner versus how the ESD felt that the City was taking advantage of them and the City upset the ESD had called an election.

CITY COUNCIL WORKSHOP October 3, 2013 – Page 5 Kyle City Hall

Mayor Johnson asked that other than the suggestions made of the City of Kyle supporting the sales tax election and the ESD right to have the sales tax election were there any other things. Beth Smith stated she didn't think so and that she had texted Council Members and the City Manager the night they called the election and acted in good faith doing that. Mayor Johnson stated that no vote was being taken tonight and that the resolution would be re-written by the city attorney and sent back to the ESD attorney for their review.

Mayor Johnson stated another reason for this meeting was to discuss the present needs and goals short term and long term of the fire department and requested by ESD board members and that they could go over the executive summary now.

Fire Chief Kyle Taylor stated he had been meeting with his staff about the direction they needed to take due to the growth that was coming. He stated that according to the projected population growth by 2019 they would need at least 77 firefighters, and that this was only a dream and would never happen. He stated the city was fighting them on annexations to keep them from getting tax money and they had to grow somehow because they could not raise taxes. He stated the city comprehensive plan showed where they needed to be, with personnel and number of stations and that it would double their budget. He stated in the last 3 years their budget has gone down due to lower property taxes. He stated that these were some of the issues they were facing. He stated there were issues that they could work with the city on such as a new station possibly in Plum Creek and asked if they could split costs with possibly a community center and a fire station. Mayor Johnson stated the city had an agreement with the developers of Plum Creek for a certain amount of acreage for government or municipal buildings that could include a fire station that the city would be happy to donate to the ESD for a specific use as a fire station. Mayor Johnson said discussions could begin next year. Beth Smith stated it would be a while before they could do anything. Mayor Johnson asked if they had any other specific goals they wanted to discuss. The Fire Chief stated that they needed to work towards an apparatus rotation schedule moving apparatus to reserve status according to rules by National Fire Protection Association, concerns with the roads on the east side causing wear on the trucks with a cost of about \$3000, for repairs on a truck. He stated another thing would be training for personnel promoting officer development.

Mayor Johnson stated that next up which was passed out an Interlocal Agreement, a contract between the City of Kyle and the Kyle Fire Department to conduct fire inspection and plan review services. Fire Chief Taylor stated this was an existing contract they currently have providing fire inspection services for the city and the only thing changing was the fee schedule. He stated that went around to different stations, ESD's, Travis and Hays County and they came up with a new fee schedule. He stated he knew that the Council just approved an fee schedule for the coming year. After his review on what it is costing them to do these things and this was an fyi that they had

given this fee schedule to the planning department and that they are reviewing it so they can negotiate on these fees.

CITY COUNCIL WORKSHOP October 3, 2013 – Page 6 Kyle City Hall

Mayor Johnson asked if there were anymore comments and Mr. Holen, a board member spoke and stated it was written as an agreement between the City of Kyle and Kyle Fire Department versus the ESD.

Mayor Johnson stated to Mr. Lambert that his would require a budget amendment for the city and wasn't sure if it could be placed on the second meeting in October.

Beth Smith stated that the point was keeping up with the growth and with ACC coming and confident they would have a mutual response if needed such as San Marcos, and also wanted to clarify a statement she made at a meeting about medical and first response calls. She stated that they are the same personnel, not different personnel.

Mayor Johnson asked Council Members for comments on any of the goals and stated that they would be reviewing the interlocal agreement for the fee increases over the next month and asked Council to be prepared by reviewing the agreement.

Mr. Lambert stated that there was a meeting scheduled for Tuesday Oct. 8 and would propose to take this agreement, have the 2 Attorney's speak to each other and make sure they are in agreement and bring it to Council next Tuesday.

Mayor Johnson stated that in regards to the resolution she wanted to make sure they all had ample time and both Attorney's could spend the time they need to review it and make any corrections and that she thought it would be better timing for the Council if it was on the regularly scheduled Council meeting on the 15th.

Beth Smith stated she did not see any rush to go through with this since it is just the 1/2 cent they are asking for.

Mayor Johnson stated she saw no problem waiting until the 15th. She stated next week would be very busy for Council.

Council Member Hervol stated that they wanted to make sure it was approved in time for the election.

Mr. Lambert stated that the annexation is concluded on the 15th and asked if he wanted to get this done before the annexation.

Beth Smith stated they would love to if it was going to give them 1/2 percent of what the City annexed.

Mayor Johnson stated no.

CITY COUNCIL WORKSHOP October 3, 2013 – Page 7 Kyle City Hall

Chad Benninghoff spoke to the Fire Chief about his goals, Fire Prevention and Community relations item #2, and looking at our fire code to keep in mind that last month Kyle had some specific standards that were left (unintelligible). Beth Smith said they voted on them as well, but Mr. Fulton stated it was on next week's agenda.

Getting back to the discussion on the resolution Mayor Johnson stated it would be on the next regular meeting to make sure it had been reviewed by both Attorney's and any corrections made and the reality being even if it was passed by Council next week, it would still affect annexations that happened after the election. She stated she was not concerned about timing but wanted to make sure this was clear regardless of what the City decides to annex or not annex.

Council Member Hervol asked why would they wait, and she was confused whether they did it at the regular Council meeting other than the Attorney's reviewing the document.

Mayor Johnson stated she thought there was a belief that if they approved it at the 8th meeting and any property annexed at the 15th meeting those annexations on October 15th would count as future annexations under this document which she didn't thing was ever meant to happen and didn't believe that is how it was written. The Mayor stated that if they wanted to do it on the 8th that was fine she just wanted to make sure everyone had time.

Cody Faulk stated that the language is based on the election, future annexation post election in November.

Mayor Johnson stated it was up to the Council and do it on the 8th. Council Member Hervol asked if it would say the same thing and Mayor Johnson said yes.

Beth Smith stated she thought their Attorney would be fine with reviewing it by the 8th.

Mayor Johnson said it could be put on the agenda for the 8th, and Council Member Selbera stated that sounded good to her.

Council Member Hervol asked Attorney Cody Faulk if he could work that up and he stated that he could.

Council Member Hervol stated she had another question; the interlocal agreement regarding fire inspections, then the resolution for the 1/2 cent, but what about the interlocal agreement for the station on the east side?

Beth Smith stated there was nothing to be done with that and that it was a much bigger issue. Mayor Johnson stated we approved funding for this next fiscal year concerning the east side station. Mike Fulton asked if it was for maintenance and Mayor Johnson asked Mr. Lambert what it was for. Mr. Lambert stated it covered insurance for the vehicles,

CITY COUNCIL WORKSHOP October 3, 2013 – Page 8 Kyle City Hall

and the cash payment we make to the Fire Department and could not remember if it was 30 or 35 thousand dollars. Mike Fulton stated it was for insurance and 5000. dollars.

Beth Smith stated she did not think it had anything to do with the east side station, and that it was an agreement the city had with the school. She stated it was the school property and the building is owned by the City for Fire Station use only and there is a contract with the city and school where the city pays the school \$1.00 a year.

Mayor Johnson asked Mr. Lambert to include the contract with the school, city and fire department in one of the upcoming Friday letters. Beth Smith responded that the contract was only between the city and school with the land belonging to the school and the city built the building for use as fire department only.

Mayor Johnson thanked everyone for coming and having a joint meeting with Council.

Discussion only. No action taken.

### ADJOURN

With no further business to discuss

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

The City Council Workshop meeting adjourned at 7:57 P.M.

|                                | Lucy Johnson, Mayor |
|--------------------------------|---------------------|
|                                | Lucy Johnson, Wayor |
|                                |                     |
| Amelia Sanchez, City Secretary |                     |



## CITY OF KYLE, TEXAS

## Catalyst Commercial

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:    | Catalyst Commercial Quarterly Report ~ Presented by Diana Blank, Director of Economic Development |
|----------------------------|---------------------------------------------------------------------------------------------------|
| Other Information:         |                                                                                                   |
| <b>Budget Information:</b> |                                                                                                   |
|                            |                                                                                                   |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

☐ Catalyst Commercial 4th quarter report



October 7, 2013

Diana Blank, Director Economic Development City of Kyle 100 West Center Street Kyle, Texas 78640

Dear Ms. Blank,

Catalyst Commercial, Inc (Catalyst) was retained by the City of Kyle to conduct a market analysis with the purpose of identifying retail demand and potential tenants for the City of Kyle. The following is a brief summarization of the work we performed according to the tasks identified in the contract per the scopes of work:

- Kick Off Conference Call to Update the City EDD
- Additional Research/Updates
- · Monthly Recruitment
- · Assist City EDD with ICSC meetings and collateral
- Monthly written progress reports to the City EDD

We are currently in the Implementation Phase of this project. Our progress is as follows:

- Contacting retailers weekly to create new opportunities, and track progress/level of interest.
- Tracking 55 Opportunities
- Monthly Opportunity Call with Catalyst / Monthly Opportunity Report sent to client monthly
- Catalyst sent memo out to all retailers on the current Opportunity Report to gain level of interest and request a tour date
- Contacting all retailers registered to attend to set meetings for ICSC Dallas event November 6-8, 2013. The City received a list of retailers to pick top priorities for meetings set for this event. Catalyst is updating collateral for ICSC Dallas event.

Should you have any questions or concerns, or require additional information, please feel free to contact me at the phone number or email below.

Sincerely,

Jason Claunch President

Catalyst Commercial, Inc.

t 972.999.0081 x101

f 972.999.0082

 $\textcolor{red}{\textbf{e}}\, jason@catalystcommercial.net$ 

 $\color{red} \textbf{w} \ catalyst commercial.net$ 



## CITY OF KYLE, TEXAS

## Recognizing Officer Plant by Wives Behind the Badge

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:    | Recognition of Police Officer James Plant for his service to the community by the Wives Behind the Badge organization ~ <i>Jeff Barnett, Chief of Police</i> |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:         |                                                                                                                                                              |
| <b>Budget Information:</b> |                                                                                                                                                              |
|                            |                                                                                                                                                              |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download





Attachments / click to download

# CITY OF KYLE, TEXAS

## Recognizing Mike Vasil

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:               | Recognition of Mike Vasil by the City of Kyle for serving on the Safety and Emergency Services Committee from 2009 to 2013 ~ <i>Jeff Barnett, Chief of Police</i> |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:                    |                                                                                                                                                                   |
| Budget Information:                   |                                                                                                                                                                   |
| iewing Attachments Requires Adobe Acr | obat. <u>Click here</u> to download.                                                                                                                              |



## CITY OF KYLE, TEXAS

## Head Start Program Day Proclamation

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:    | Proclamation of the City of Kyle, Texas Proclaiming October 23, 2013 as "Kyle Head Start Program Day" in Kyle, Texas ~ <i>Lucy Johnson, Mayor</i> |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:         |                                                                                                                                                   |
| <b>Budget Information:</b> |                                                                                                                                                   |
|                            |                                                                                                                                                   |
|                            |                                                                                                                                                   |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

# City of Kyle



WHEREAS, Community Action, Inc. of Central Texas, a community based organization in operation since 1965, was established as part of this nation's War on Poverty led by President Lyndon Baines of 1 \nPage 1 Johnson, has grown into an agency offering a multitude of services in the areas of Health, Education, and Social Services across 10 counties in Central Texas; and

WHEREAS, Community Action develops opportunities for people and communities to realize their potential in order to move families out of poverty and to help children succeed in school; and

WHEREAS, Community Action provides high quality services in the areas of Health, Early Childhood Education, Adult Literacy, and Family Self Sufficiency; and

WHEREAS, Community Action operated its first Head Start program (one of the first in the nation) in Central Texas in the summer of 1965 and currently operates 13 Head Start and Early Head Start centers in Hays and Caldwell Counties, and is a recognized leader in Childhood and Adult Education throughout the State of Texas; and

WHEREAS, Community Action continues to raise awareness of continuous, intensive and comprehensive child development and family support services to economically disadvantaged families with children between the ages of birth to three years and pregnant women, and

WHEREAS, Community Action's Head Start program provides services that include quality center-based early childhood experiences; access to physical and dental exams; screening for vision, hearing, speech, developmental, and behavioral concerns; immunizations; medical follow-up; and parenting information, and

WHEREAS, Community Action believes that all children are unique and special and all children from various backgrounds and cultures are welcome and respected, and

WHEREAS, Community Action believes that children learn best through play and by actively participating in classroom activities and that children enrolled in Head Start are better prepared for elementary school and beyond,

NOW, THEREFORE, I LUCY JOHNSON, MAYOR OF KYLE, along with the City Council do hereby proclaim October 23, 2013, to be

## "Kyle Head Start Program Day"

And call upon the people of Kyle to observe and participate in Community Action, Inc. of Central Texas activities planned here forth.

SIGNED AND ENTERED THIS 15th DAY OF OCTOBER, 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

Item #6



## CITY OF KYLE, TEXAS

## Red Ribbon Week Proclamation

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:    | Proclamation of the City of Kyle, Texas Proclaiming October 19-26, 2013 as "Red Ribbon Week" in Kyle, Texas ~ <i>Lucy Johnson, Mayor</i> |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:         |                                                                                                                                          |
| <b>Budget Information:</b> |                                                                                                                                          |
|                            |                                                                                                                                          |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

☐ Red Ribbon Week Proclamation

# City of Kyle



WHEREAS, we value the health and safety of all residents of Kyle; the impact that drugs, alcohol, prescription drug misuse and tobacco have on the overall health and welfare of our citizens has the three tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and welfare of our citizens has the tobacco have on the overall health and the overall health health and the overall health and the overall health and the overall health and the overall health health and the overall health hea

WHEREAS, each year, a week in October has been dedicated to the memory of Officer Enrique (Kiki) Camarena, a Drug Enforcement Administration Agent who was tortured and killed in Mexico in 1985. Officer Camarena worked his way through college, served in the Marines and became a police officer. When he decided to join the US Drug Enforcement Administration, his mother tried to talk him out of it. "I'm only one person", he told her, "but I want to make a difference." In honor of Camarena's memory and his battle against illegal drugs, friends and neighbors began to wear red badges of satin. Parents, sick of the destruction of alcohol and other drugs, began forming coalitions that embraced his belief that one person can make a difference; and

WHEREAS, the Hays Caldwell Council on Alcohol and Drug Abuse provides services to the community that reduces the ill effects of substance abuse, helps citizens with addictions to get back on their feet in society and provides public school and college students with the basic information to keep them away from alcohol, drugs and tobacco use; and

**WHEREAS**, through community involvement change can occur, the week of October 19<sup>th</sup> through October 26<sup>th</sup> has been dedicated as Red Ribbon Week in Hays County and on October 19<sup>th</sup> citizens can participate in the 13<sup>th</sup> Red Ribbon Run at the San Marcos Area Youth Soccer Organization Fields at Five Mile Dam Park; and

**WHEREAS**, participation in these events will improve the quality of life in Kyle and assist in preventing future societal issues related to substance abuse;

**NOW, THEREFORE, BE IT PROCLAIMED** that the Kyle City Council does hereby proclaim October 19 - 26, 2013,

## "RED RIBBON WEEK IN KYLE"

And call upon the citizens of Kyle to join in the celebration of the events throughout the week by recognizing the importance of community change through personal involvement and information dissemination.

### SIGNED AND ENTERED THIS 15th DAY OF OCTOBER, 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

## Safety and Emergency Services Committee Appointment

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** 

Consideration of Nomination(s) for Appointment to the Safety and Emergency Services Committee ~ *Lucy Johnson*, *Mayor* 

- Jeff Earle, reappointment
- Jennifer Lehman, reappointment
- Dianne Hulan, reappointment
- Damon Fogley, reappointment, Alternate #1
- Vacant, Place 3 At Large
- Vacant, Alternate #2

| Other Information:  |  |
|---------------------|--|
| Budget Information: |  |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

- ☐ Committee Appointments Summary 10-2013
- ☐ Safety and Emergency Services Committee Agenda October 7, 2013
- □ Cory Bruner Committee Application
- Elizabeth Guidry Committee Application
- □ Scott Sandefur Committee Application
- ☐ Thomas Brown Committee Application



### KYLE POLICE DEPARTMENT

300 West Center Street Kyle, Texas 78640 512.268.0859

To: Lucy Johnson, Mayor

Cc: Lanny Lambert, City Manager

From: Jeff Barnett, Chief of Police

Ref: Safety & Emergency Services Committee Appointments

Date: October 8, 2013

The Safety & Emergency Services Committee met last night in regular session to discuss the recommendations for appointment to the committee. I am submitting this memorandum in lace of the formal minutes due to the time constraints needed to support the action item on the October 15, 2013 City Council agenda.

Item # 5 on the S&ES agenda was shown as follows:

1. Discussion and Possible Action Regarding Current Members and Possible Recommendations for Committee Members, Chair Person Jeff Earle

As a result of the discussions, the following recommendations were made by committee action:

Glenn Whitaker made a motion to nominate Jeff Earle (place 1), Mike Vasil (place3), Jennifer Lehman (place 5), and Dianne Hulan (place 7), and Damon Fogley (Alternate Place 1) for reappointment to the S&ES Committee to fulfill the 2013-2015 term.

Also included in the motion was to recommend the following non-committee members for consideration to any vacant position: 1. Elizabeth Guidry; 2. Cory Bruner; 3. Scott Sandefur; 4. Thomas Brown (currently on Strategic Planning Committee).

The motion was supported by second by Jeff Earle. The motion passed unanimously (4-0).

Chairperson Jeff Earle supported this motion and is making the recommendation to the Mayor for consideration.

**Notes**: It was not clear at the time of the discussion how long Committee Member Mike Vasil had served on the committee. It was included in the motion that he be re-appointed. On the following day, City Secretary Amelia Sanchez was able to research the records and

### **KYLE POLICE DEPARTMENT**

300 West Center Street Kyle, Texas 78640 512.268.0859

verify that Mike Vasil has served on the committee since 2009, indicating that his four years of permissible service on this committee has ended. It was discussed by the committee that this may be the case; therefore, the list of four recommendations (in order of committee preference) was created and submitted. Should Vasil not be re-appointed to the committee, this would leave Place #3 At-large and Alternate Place # 2 At-large available for new appointments. This, of course, assumes that the other current members are confirmed for re-appointment (Earle, Lehman, Hulan, & Fogley).

### **Current Committee with Term Dates**

| Committee Member                           |              | <u>Term</u>                                       |  |
|--------------------------------------------|--------------|---------------------------------------------------|--|
| Jeff Earle<br>Place 1 At Large, Chairman   |              | 11/2011 - 9/2013<br>Seeking Reappointment         |  |
| Mike Vasil<br>Place 3 At Large, Vice Chair |              | 11/2011 - 9/2013<br>Seeking Reappointment         |  |
| Jennifer Lehman  Place 5 At Large          |              | 8/2012 - 9/2013<br>Seeking Reappointment          |  |
| Dianne Hulan Place 7 At Large              |              | 6/2013 - 9/2013<br>Seeking Reappointment          |  |
| Glenn Whitaker  Place 2                    |              | 8/2012 - 9/2014                                   |  |
| Robert Colin Delano Place 4                |              | 8/2012 - 9/2014                                   |  |
| Nancy Fahy Place 6, Secretary              |              | 8/2012 - 9/2014                                   |  |
| Damon Fogley Alternate # 1                 |              | 6/2013 - 9/2013<br>Seeking Reappointment          |  |
| Vacant, Alternate # 2                      | (for 1 year) | 10/2013 – 9/2014<br>Seeking Appointment from List |  |



# CITY OF KYLE

## Notice of Safety and Emergency Services Committee Meeting

Notice is hereby given that the Safety and Emergency Services Committee of the City of Kyle, Texas will meet on Monday, October 7, 2013 at 6:30 p.m. at Kyle City Hall, 100 West Center Street, Kyle, TX 78640 in the City Council Chambers, for the purpose of discussing the following agenda.

Posted this 3rd day of October, 2013 prior to 6:30 pm.

#### **AGENDA**

- 1. Call Meeting to Order
- 2. Roll Call
- 3. Public Comment Section
- 4. Review and Approve Minutes from the June 10, 2013, August 12, 2013, and September 9, 2013 meetings
- 5. Discussion and Possible Action Regarding Current Members and Possible Recommendations for Committee Members, Chair Person Jeff Earle
- 6. Discussion and Possible Action Regarding an Ordinance Regulating the Use of Neighborhood Electric Vehicles and Golf Carts on Public Roadways, Alley Ways, and Sidewalks. Jeff Barnett, Chief of Police
- 7. Update on the Police Department operation, staffing, and upcoming police events. Jeff Barnett, Chief of Police
- 8. Update on Fire Department programs, operations, upcoming events, and staffing. Kyle Taylor, Fire Chief
- 9. Adjourn

\*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.

Notice is hereby given that a meeting of the Safety and Emergency Services Committee of the City of Kyle, Texas, will be held on October 7, 2013 at 6:30 p.m. at the Kyle City Hall. The listed subjects will be considered at the meeting and possible action may be taken in the manner indicated below. NOTE: There may be a quorum of the City Council of Kyle, Texas present at the meeting who may participate in the discussion. No official action will be taken by the City Council members in attendance.



# INFORMATION STATEMENT AND COMMITTEE APPLICATION



Thank you for offering your services to the city of Kyle. Lucy Johnson, Mayor

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TELEPHONE: 512-225-4545                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME: Cory W Bruner ADDRESS: 1188 Stor Meadow Prive Kyle, TX 78640                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | EMAIL:                                                                                                                                                                                |
| SUBDIVISION: Woodlands Park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CURRENT OCCUPATION:<br>Satety Expert Witness                                                                                                                                          |
| COMMITTES YOU ARE INTERESTED IN (rank by pr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                       |
| 1) Safety and Emergency Services (<br>2)<br>3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ammittee                                                                                                                                                                              |
| PROFESSIONAL / EDUCATION / WORK BACK GROU                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | IND                                                                                                                                                                                   |
| See Resume                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
| THE AND ADDRESS OF THE PROPERTY OF THE PROPERT |                                                                                                                                                                                       |
| LIST ANY COMMUNITY /COMMITTEE INVOLVEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LNI:                                                                                                                                                                                  |
| 22:0001/02 /01:00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
| special organies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                       |
| Special Organia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                       |
| Special Organities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                       |
| Special Organities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DI E TO DOADD OD COMMISSION OF INTEDEST                                                                                                                                               |
| Special Olympics  Special knowledge or experience applica                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BLE TO BOARD OR COMMISSION OF INTEREST.                                                                                                                                               |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                       |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les undente les undente les undentes les underes les underes les undentes les underes les un | ne information will be helpful to the members of City                                                                                                                                 |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les undente les undente les undentes les underes les underes les undentes les underes les un | ne information will be helpful to the members of City                                                                                                                                 |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les undente les undente les undentes les underes les underes les undentes les underes les undentes les underes les underes les underes les underes les underes  | ne information will be helpful to the members of City                                                                                                                                 |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les und  ank you for taking the time to complete this application. The contacted before th | ne information will be helpful to the members of City<br>e any action is taken on your appointment.                                                                                   |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les und  ank you for taking the time to complete this application. The contacted before th | ne information will be helpful to the members of City<br>e any action is taken on your appointment.                                                                                   |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les und  ank you for taking the time to complete this application. The contacted before th | ne information will be helpful to the members of City                                                                                                                                 |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les und  ank you for taking the time to complete this application. The contact of | ne information will be helpful to the members of City<br>e any action is taken on your appointment.                                                                                   |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les unl  ank you for taking the time to complete this application. The contacted before th | ne information will be helpful to the members of City<br>e any action is taken on your appointment.                                                                                   |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les und  ank you for taking the time to complete this application. The contacted before th | ne information will be helpful to the members of City e any action is taken on your appointment.  TERED TO VOTE IN THE CITY OF KYLE? YES NO                                           |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les under the lime to complete this application. The lincil in making appointments. You will be contacted before the limit to the | ne information will be helpful to the members of City e any action is taken on your appointment.  TERED TO VOTE IN THE CITY OF KYLE? YES NO hnson, 100 W. Center St., Kyle, TX 78640. |
| SPECIAL KNOWLEDGE OR EXPERIENCE APPLICA  See Les und  ank you for taking the time to complete this application. The contacted before th | ne information will be helpful to the members of City e any action is taken on your appointment.  TERED TO VOTE IN THE CITY OF KYLE? YES NO                                           |

### Cory W. Bruner

### President

**Bruner Consulting** 

1188 Star Meadow Drive Kyle, TX 78640 U.S.A. Phone: (512) 225-4545

Fax: (512) 318-2390 E-mail: cwbruner@yahoo.com

#### **Profile:**

- 15 years EHS experience leading world-class technical, program
   Development, regulatory, training, and support teams to on-time, under budget project completion.
- Thoroughly trained and skilled in regulatory compliance with OSHA (Construction, General Industry and Specialty Industry) EPA, MSHA, NFPA, DOT, and other state and federal regulations, standards and law.
- Responsible for EHS at facilities in California, Arizona, Utah, Nevada, Idaho, Wyoming, Texas, Oklahoma, Kansas, Arkansas, Tennessee, and Iowa.
- 2 years Experience working with Secret Service, FBI, DOD, and CIA on site security and mass evacuation plans.
- OSHA 10, and 30 hour trainer
- Hazwopper 8, 24, and 40 hour trainer.
- Thoroughly trained and skilled in workers compensation laws in numerous states throughout the US as well as workers compensation litigation.
- Highly successful with executive-level, informative, and presentations skills.
- Skilled in PSM and RMP program development, training, and implementation.
- Knowledge of IH techniques and equipment.
- Worked in a very high profile and political role in which I had to interact with high level Federal, State, and Local government figures and agencies.
- Skilled in OSHA and EPA program development, training, and implementation.
- Investigated incidents, accidents, and injuries ranging from double fatalities to third party liability.
- Conducted hundreds of OSHA visits and facility walkthroughs in some case involving corrective action or negotiation with OSHA directly to resolve conflicts.
- Conducted hundreds of EPA visits and facility walkthroughs in some case involving corrective action or negotiation with EPA directly to resolve conflicts.
- Expert witness in industrial, manufacturing, and construction.

#### **Education:**

- APLD Certification: Association Professional Landscape Designers (2012)
- Harvard Business School: Project Management Certification (2012)
- Columbia Southern University (2004-2009) GPA 4.0
  - o B.S. Occupational Safety and Health
- Bellevue University (2003-2004) GPA 3.8
  - General Studies
- Western Iowa Community College (2003) GPA 4.0
  - o Psychology/Biology
- BLS Trainer (American Heart Association)
- Central Community College
  - o EMT-B (Nebraska Certified 1996)
- Federal Reference Method 9 Inspector
  - o Iowa and Nebraska Certified (Expired)

#### **Professional Experience:**

- Regional Director, of Environmental, Health, and Safety, Brundage-Bone Concrete Pumping Inc., Austin, Texas (5/2008-present)
  - o Territory: Texas, Arizona, New Mexico, California, Oklahoma, Tennessee, Arkansas, Kansas, Iowa, Georgia, Louisiana,
- **Regional Director**, of Environmental, Health, and Safety, Brundage-Bone Concrete Pumping Inc., Phoenix, Arizona (11/2005-5/2008)
  - o Territory: California, Arizona, Nevada, Utah, Wyoming, Idaho, New Mexico.
- **Manager**, of Environmental Health, and Safety, Tri-Con Industries Lincoln, Nebraska (1/2004-10/2005)
- Manager, of Environmental, Health, and Safety, John Morrell and Company Sioux City, Iowa (1/2003-1/2004)
- EHS PSM/RMP Consultant, Wagner-Minert, Fort Wayne Indiana (2002-1/2003) Fort Wayne, Indiana
- **Refrigeration/Safety Supervisor**, Salt Lake Organizing Committee for the 2002 Winter Olympics, Salt Lake City, Utah (1999-2002)
- Safety Supervisor, ConAgra Grand Island Nebraska (1996-1999)

#### Membership/Committees:

- American Society of Safety Engineers
- Association of Professional Landscape Designers
- Tucson Regional Clean Cities Coalition
- Arizona Department of Commerce
- Pima Association of Governments
- Arizona State University
- Las Vegas Regional Clean Cities Coalition.
- Southern California Regional Clean Cities Coalition.
- Texas Alternative Energy Group
- Texas Environmental Meet-Up
- Local Emergency Planning Committees (Utah, Nebraska, and Arizona).
- Western Petroleum Marketers Association



Grace Nino < gracenino@cityofkyle.com>

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

City of Kyle Texas < webmaster@cityofkyle.com>

To: gracenino@cityofkyle.com

Wed, Aug 28, 2013 at 12:01 PM

Submitted on Wednesday, August 28, 2013 - 12:01 Submitted by anonymous user: [24.28.5.99]

Submitted values are:

Name: Elizabeth B. Guidry Address: 562 Hogan

E-Mail: elizabethquidry@gmail.com

Best Phone Number to Reach You: 512-787-7280

Sub Division: Plum Creek

Committees you are interested in: Safety and Emergency Services

Community Relations

Professional, Education and Work Background:

Masters Degree in Nursing

I have over 20yrs experience in the medical field with a background in adult and pediatric oncology/bone marrow transplant. I have also worked in the ER and intensive care units. I have experience in administration and research and while living in VA volunteered as a paramedic for eight years.

Previous or Current Community/Committee Involvements:

SafePlace: Sexual Assault advocate, courtroom advocate, public and professional education committee

Camp Camp: medical staff at camp for children with disabilities

active in HOA of Plum Creek

active volunteer at Negley Elementary
Special Knowledge or Experience: volunteer paramedic in VA
How long have you been a Kyle resident? 8 yrs
[Quoted text hidden]



Grace Nino < gracenino@cityofkyle.com>

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

City of Kyle Texas < webmaster@cityofkyle.com>

To: gracenino@cityofkyle.com

Wed, Feb 20, 2013 at 7:01 AM

Submitted on Wednesday, February 20, 2013 - 07:01 Submitted by anonymous user: [63.241.174.129] Submitted values are:

Name: Scott Sandefur Address: 510 Dashelle Run

E-Mail: scott.sandefur@utas.utc.com

Best Phone Number to Reach You: 5127539486

Sub Division: Steeplechase

Committees you are interested in:

The Safety and Emergency Services Committee

Professional, Education and Work Background: Associate Degree in General Studies from ACC, Bachelor degree in Business from Concordia University Texas, Currently pursuing an Occupational Safety certificate from San Juan College. I work at United Technologies Aerospace Systems (formerly Goodrich) in San Marcos as a EH&S Coordinator. I have been here for about 8 years.

Previous or Current Community/Committee Involvements: I volunteered in the Texas State Guard 1st battalion, 2nd Regiment

Special Knowledge or Experience:

In the State Guard I was trained in emergency management, shelter operations, first aid, and Points of Distribution.

How long have you been a Kyle resident? 5 years

Today's Date: 2013-02-20

Other Comments:



Grace Nino <gracenino@cityofkyle.com>

Wed, Jan 2, 2013 at 5:55 PM

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

City of Kyle Texas < webmaster@cityofkyle.com>

To: gracenine@cityoftyle.com

To: gracenino@cityofkyle.com

Submitted on Wednesday, January 2, 2013 - 17:55 Submitted by anonymous user: [24.28.25.25] Submitted values are:

Name: Thomas Brown

Address: 5591 Hartson Kyle, TX 78640 E-Mail: daddytbrown@yahoo.com

Best Phone Number to Reach You: 512-924-4207

Sub Division: Plum Creek

Committees you are interested in:

1) Mobility

2) Strategic Planning & Finance

3) Safety & Emergency Services

Professional, Education and Work Background:

- B.A. Geography: Urban/Regional Planning (Texas State University 1996)
- Civil Engineering firm (Atkins) as national transportation lead for technology services
- San Antonio police department as GIS crime analyst

Previous or Current Community/Committee Involvements: - St. Anthony's Catholic Church CCD asst. teacher Special Knowledge or Experience:

- Previous working experience with CAPMetro and other transportation agencies in central and south Texas
- Assisted in transportation planning reports and data gathering efforts
- Produced crime analysis, reporting on trends and communicating with citizens

How long have you been a Kyle resident? 12 years

Today's Date: 2013-01-02

Other Comments:



## CITY OF KYLE, TEXAS

# 1.5 acres N of Bebee W. of Dacy and SW of Sunflower Circle

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING APPROXIMATELY 1.5 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF BEBEE ROAD, WEST OF DACY LANE,

AND SOUTH WEST OF SUNFLOWER CIRCLE AND

CONTIGUOUS TO THE CITY LIMITS ON FOUR SIDES AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of

Planning

**Other Information:** Please see attachment

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

Ordinance and Backup Material

| <b>ORDINANCE</b> | NO. |  |
|------------------|-----|--|
|                  |     |  |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 1.5 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF BEBEE ROAD, WEST OF DACY LANE, AND SOUTH WEST OF SUNFLOWER CIRCLE AND CONTIGUOUS TO THE CITY LIMITS ON FOUR SIDES AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

**WHEREAS**, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property (hereinafter referred to as the "Annexed

Property") is hereby annexed into the corporate limits of the City of Kyle:

The approximately 1.5 acres of Land in Hays County, Texas that is generally north of Bebee Road, west of Dacy Lane, and south west of Sunflower Circle and contiguous to the City Limits on four sides and being more particularly described in Exhibit "B"

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 6.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

| PASSED AND APPROVED on First Reading this . | 8th day of October, 2013. |  |  |
|---------------------------------------------|---------------------------|--|--|
| FINALLY PASSED AND APPROVED on this _       | day of, 2013.             |  |  |
| ATTEST:                                     | CITY OF KYLE, TEXAS       |  |  |
| Amelia Sanchez, City Secretary              | Lucy Johnson, Mayor       |  |  |

#### **EXHIBIT "A"**

#### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) General Municipal Services. The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the Monarch Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of (ii) wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) Term. If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

# EXHIBIT "B" Property Description

1.500 Acres E. Pruett Survey, A-376 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE ELISHA PRUETT SURVEY, A-376, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.5 ACRE TRACT OF LAND CONVEYED TO ALFONSO & HOPE MARTINEZ, IN VOLUME 262, PAGE 597, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.500 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northern right-of-way line of CR 122 (R.O.W. varies), for the southwestern corner of said 1.5 acre tract, and the southeastern corner of a 13.22 acre tract of land conveyed to the City of Kyle, in Vol. 3344, Pg. 684, of the Official Public Records of Hays County, Texas, (O.P.R.H.C.TX.), for the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 1.5 acre tract, and said 13.22 acre tract, the following two (2) courses and distances, numbered 1 through 2,

1. N32°00'00"E, for a distance of 482.15 feet to a point, and

2. S62°49'00"E, for a distance of 136.00 feet to a point for the northeastern corner of said 1.5 acre tract, also being an eastern corner of said 13.22 acre tract, and also being a point on the western boundary line of Lot 1, Silver Mills, a subdivision as recorded in Vol. 4, Pg. 45, of the Hays County Plat Records (H.C.P.R.),

THENCE, with the common boundary line of said 1.5 acre tract, and said Lot 1, S32°00′00″W, for a distance of 482.15 feet to a point, for the southeastern corner of said 1.5 acre tract, also being the southwestern corner of said Lot 1, and also being a point in the northern right-of-way line of said CR 122,

THENCE, with the common boundary line of said 1.5 acre tract, and CR 122, N62°49'00"W a distance of 136.00 feet to the POINT OF BEGINNING, and containing 1.500 acres of land.

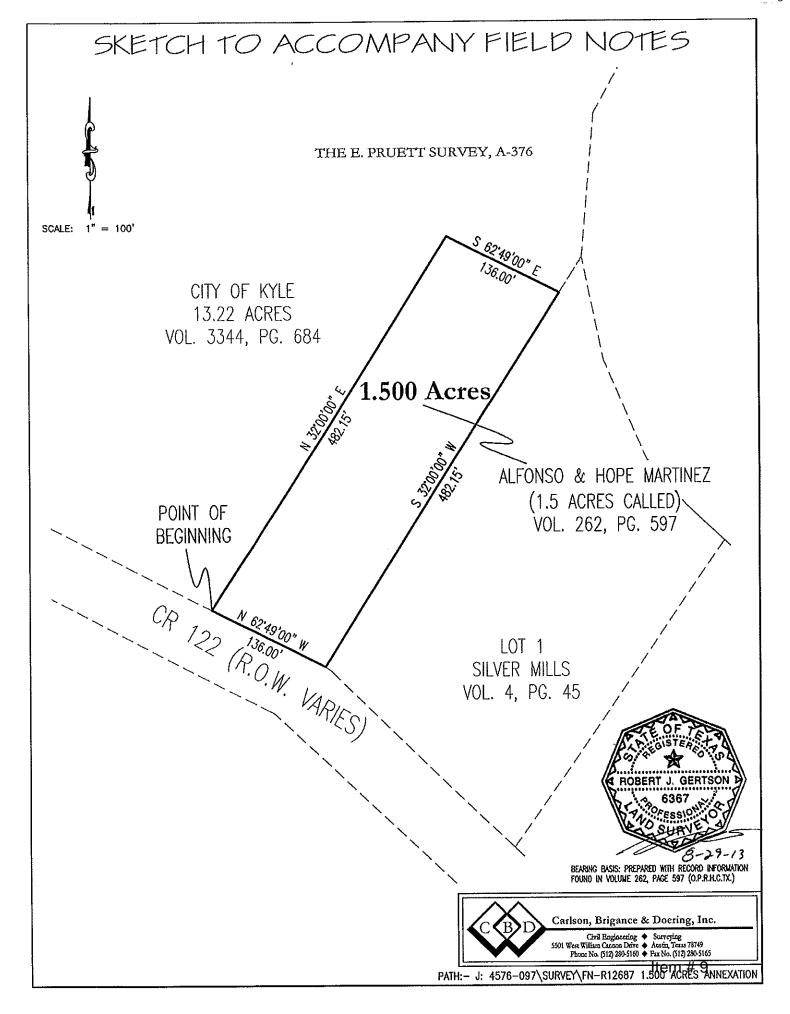
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 262, PAGE 597 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED

8-29-13

Prepared by:

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





## CITY OF KYLE, TEXAS

# 18.62 acres NW Corner of RR 150 & CR 152

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING APPROXIMATELY 18.62 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of

Planning

**Other Information:** Please see attachment

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

Ordinance and Backup Material

| ORDINANCE NO. |  |
|---------------|--|
|               |  |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 18.62 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

WHEREAS, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate limits of the City of Kyle:

Approximately 18.615 acre tract of land in Hays County, Texas that is generally located at the northwest corner of E. RR150 and CR 152 (Heidenreich Lane) and being more particularly described in exhibit "B".

<u>SECTION 3.</u> That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 2.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

<u>SECTION 9.</u> That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

| PASSED AND APPROVED on First Reading this | 8th day of Octob    | er, 2013. |                                         |
|-------------------------------------------|---------------------|-----------|-----------------------------------------|
| FINALLY PASSED AND APPROVED on this _     | day of              | , 2013.   |                                         |
| ATTEST:                                   | CITY OF KYLE, TEXAS |           |                                         |
| Amelia Sanchez, City Secretary            | Lucy Johnson,       | Mayor     | *************************************** |

#### **EXHIBIT "A"**

### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) General Municipal Services. The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

### D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned Agriculture "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the County Line Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

# EXHIBIT "B" Property Description

18.615 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 367 SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 18.62 ACRE TRACT OF LAND CONVEYED TO FRANCES ANN PENDLETON IN VOLUME 4052, PAGE 368, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 18.615 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point for the southernmost corner of said 18.62 acre tract, in the northeastern right-of-way line of F.M. 150 and the northwestern right-of-way line of C.R 152, for the southernmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the northeastern right-of-way line of said F.M. 150, common to the southwestern line of said 18.62 acre tract, N35°29′55″W, for a distance of 301.67 feet to a point found for the southwestern corner of the herein described tract also being the southeastern corner of a 14.156 acre (called) tract conveyed to Kenneth Joe O'Bryant in Volume 1219, Page 80 of the (O.P.R.H.C.TX),

THENCE, with the southeastern boundary line of said 14.156 acre tract, common to the northeastern boundary line of said 18.62 acre tract, the following two (2) courses and distances, numbered 1 through 2,

- N44°51′04″E, for a distance of 1124.06 feet to a point,
- N44°51'12"E, for a distance of 324.39 feet to a point for the northeastern corner of said 14.156 acre tract,

THENCE, with the common boundary line of said 18.62 acre tract, said 14.156 acre tract, a 24.863 acre tract conveyed to Rudy Cisneros and a 67.18 acre tract conveyed to Walton Texas, LP in Volume 3913, Page 496 of the O.P.R.H.C.TX, N44°50′03″E, for a distance of 1250.30 feet to a point for the northwestern corner of the herein described tract, also being a southern corner of said 67.18 acre tract,

THENCE, with a southwestern boundary line of said 696.20 acre tract, common to the northeastern boundary line of said 18.62 acre tract, S45°01′17″E, for a distance of 298.22 feet to a point in the northwestern right-of-way line of said C.R. 152 found for the northeastern corner of the herein described tract

THENCE, with the northwestern right-of-way line of C.R. 152, common to the southeastern boundary line of said 18.62 acre tract, S44°51'38"W, for a distance of 2748.66 feet to the **POINT OF BEGINNING**, and containing 18.615 acres of land.

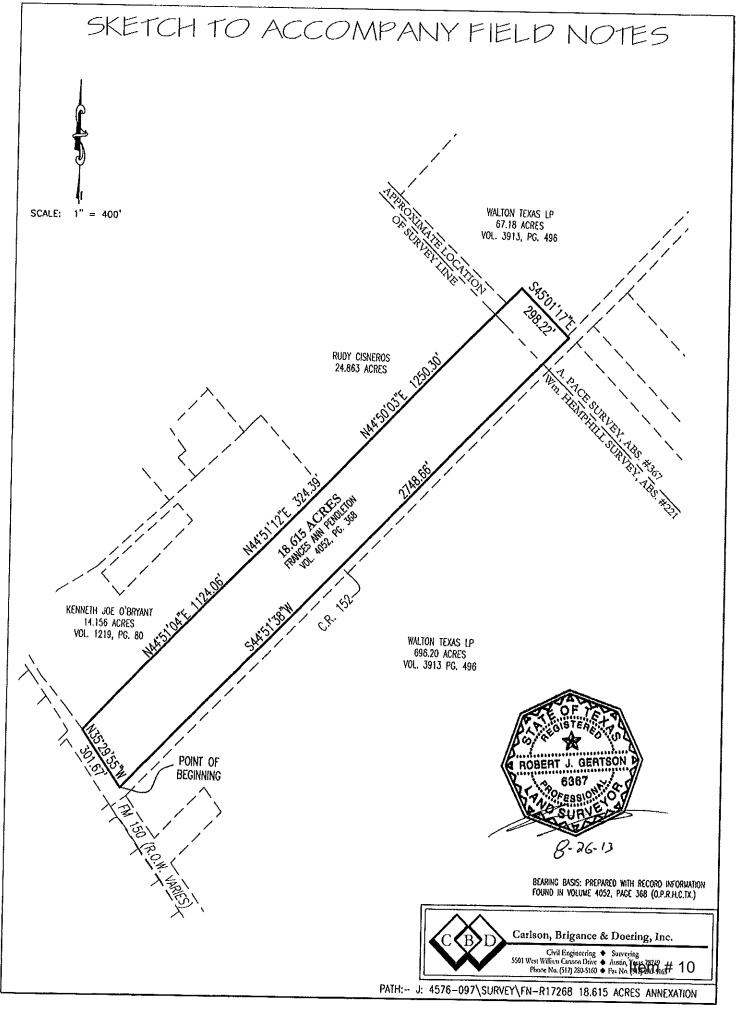
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 4052, PAGE 368 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED.

Surveyed by:

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







### CITY OF KYLE, TEXAS

# 35 acres North of Windy Hill West of Dacy Lane

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING APPROXIMATELY 35 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF WINDY HILL ROAD, WEST OF DACY LANE AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia Nelson, Director of

Planning

**Other Information:** Please see attachment

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

ordinance and service plan

exhibit a

exhibit b

| <b>ORDINA</b> | NCE NO. |  |
|---------------|---------|--|
|               |         |  |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 35 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF WINDY HILL ROAD, WEST OF DACY LANE AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

**WHEREAS**, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS**, the boundaries of the City are contiguous to the subject property on at least two sides;

**WHEREAS**, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate limits of the City of Kyle:

The eight tracts of land comprise of approximately 35 acres of land in Hays County, Texas that is generally located north of Windy Hill Road, west of Dacy Lane and contiguous to the City limits and being more particularly described in Exhibit "B"

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 6.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

|                                       | our day of October, 2013. |
|---------------------------------------|---------------------------|
| FINALLY PASSED AND APPROVED on this _ | day of, 2013.             |
| ATTEST:                               | CITY OF KYLE, TEXAS       |
| Amelia Sanchez, City Secretary        | Lucy Johnson, Mayor       |

PASSED AND APPROVED on First Reading this 8th day of October 2013

#### **EXHIBIT "A"**

#### **MUNICIPAL SERVICES PLAN**

**WHEREAS**, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

**WHEREAS**, *Section 43.056*, *Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

#### D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the Goforth Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of (ii) wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

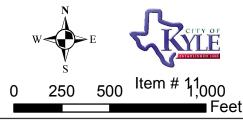
- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

## **EXHIBIT "B" Property Description**





Area to be Annexed
35.2 Acres
Northwest corner of
Windy Hill Rd & Dacy Ln



1.905 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.B. EAVES SURVEY, ABSTRACT NO. 166 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A.REUSS SURVEY, ABSTRACT NO. 397 AND J.B. EAVES SURVEY, ABSTRACT NO. 166, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN LOT 3B, BLOCK A, IN THE GEORGIA LEA SUBDIVISION REPLAT A SUBDIVISION RECORDED IN VOLUME 15, PAGE 172, AND CONVEYED AS A 1.899 ACRE TRACT TO OSCAR M. GONZALES IN VOLUME 3780, PAGE 484, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.899 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point found on the western right-of-way line of Dacy Lane (R.O.W. varies), and on the eastern line of said Lot 3B, Block A, for the **POINT OF BEGINNING** of the herein described tract, also being the southeastern corner of a 2.009 acre tract conveyed to Oscar M. Gonzales in Vol. 4033, Pg. 430, and also being the northeastern corner of said 1.899 acre tract,

**THENCE**, with common boundary line of said 1.899 acre tract, and the western right-of-way line of Dacy Lane, S00°02′14″W, for a distance of 136.33 feet to the southwest corner of said 1.899 acre tract, and also being the northeastern corner of Lot 3A, Block A, of said Georgia Lea Subdivision Replat,

**THENCE**, with common boundary line of said 1.899 acre tract, and Lot 3A, Block A, N89°35′26″W, for a distance of 627.42 feet to the southwestern corner of said Lot 3B, Block A, also being the eastern line Lot 4, Block A, in said Georgia Lea Subdivision,

**THENCE**, with the common boundary line of said 1.899 acre tract, and said Lot 4, Block A, NO6°48′52″W, for a distance of 125.98 feet to a point, for the northwestern corner of said 1.899 acre tract, also being a point on the western line of Lot 3B, Block A, of said Georgia Lea Subdivision, and also being a point on the eastern line of said Lot 4, Block A,

**THENCE,** crossing said Lot 3B, Block A, with common boundary line of said 1.899 acre tract and said 2.009 acre tract, N89°23′50″E a distance of 642.47 feet to the **POINT OF BEGINNING**, and containing 1.905 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 15, PAGE 172 AND VOLUME 3780, PAGE484 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

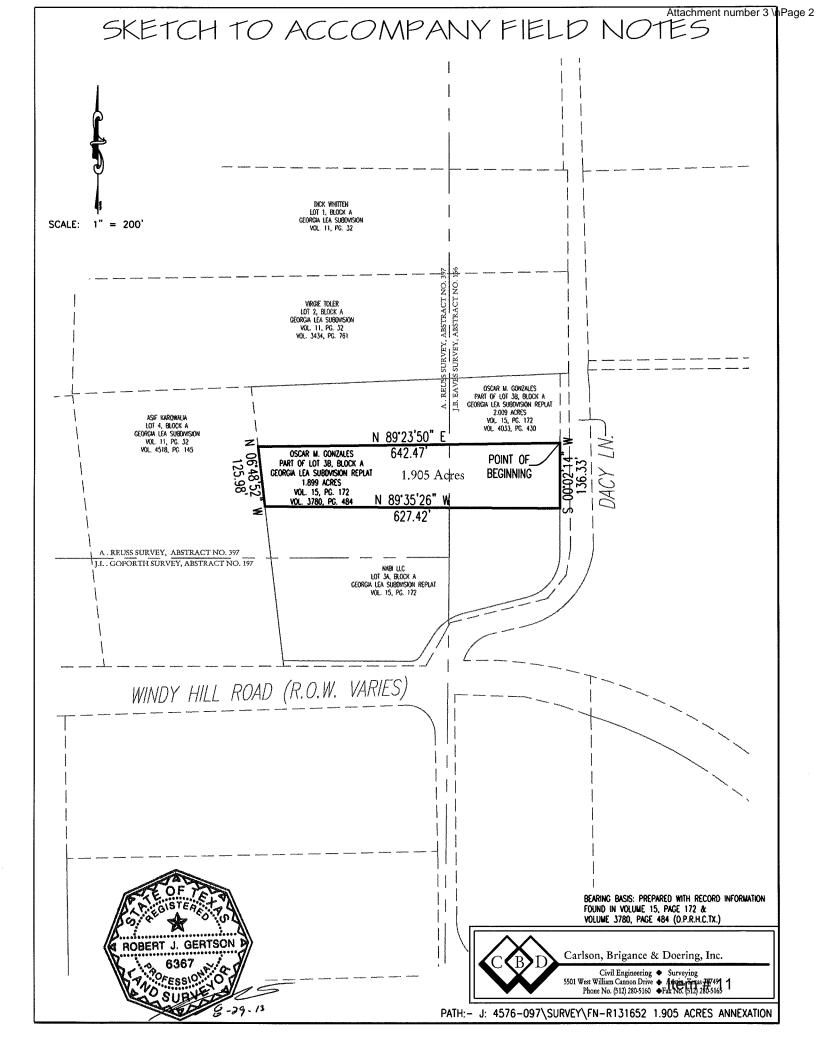
Prepared by:

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





2.009 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.B. EAVES SURVEY, ABSTRACT NO. 166 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A.REUSS SURVEY, ABSTRACT NO. 397 AND J.B. EAVES SURVEY, ABSTRACT NO. 166, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN LOT 3B, BLOCK A, IN THE GEORGIA LEA SUBDIVISION REPLAT A SUBDIVISION RECORDED IN VOLUME 15, PAGE 172, AND CONVEYED AS A 2.009 ACRE TRACT TO OSCAR M. GONZALES IN VOLUME 4033, PAGE 430, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 2.009 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point on the western right-of-way line of Dacy Lane (R.O.W. varies), and on the eastern line of said Lot 3B, Block A, for the **POINT OF BEGINNING** of the herein described tract, also being the southeastern corner of said 2.009 acre tract and also being the northeastern corner of a 1.899 acre tract conveyed to Oscar M. Gonzales in Vol, 3780, Pg. 484,

**THENCE**, crossing said Lot 3B, Block A, with common boundary line of said 2.009 acre tract and said 1.899 acre tract, S89°23′50″W, for a distance of 642.47 feet to a point on the western line of said Lot 3B, Block A, also being the eastern line Lot 4, Block A, in Georgia Lea Subdivision, recorded in Vol. 11, Pg. 32, Official Public Records of Hays County, Texas,

**THENCE,** with the common boundary line of said 2.009 acre tract, and said Lot 4, Block A, NO6°48′52″W, for a distance of 125.40 feet to a point, for the northwestern corner of said 2.009 acre tract, also being a point on the southern line of Lot 2, Block A, of said Georgia Lea Subdivision, and also being the northeastern corner of said Lot 4, Block A,

**THENCE**, with the common boundary line of said 2.009 acre tract, and said Lot 2, Block A, N87°40′22″E a distance of 657.95 feet to a point, for the northeastern corner of said 2.009 acre tract, also being the southwestern corner of said Lot 2, Block A, of said Georgia Lea Subdivision, and also being the western right-of-way line of Dacy Lane,

**THENCE**, with the common boundary line of said 2.009 acre tract, and the western right-of-way line of Dacy Lane, S00°02′14″W, for a distance of 144.47 feet to the **POINT OF BEGINNING**, and containing 2.009 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 15, PAGE 172 AND VOLUME 4033, PAGE 430 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

9-3-13

Prepared by:

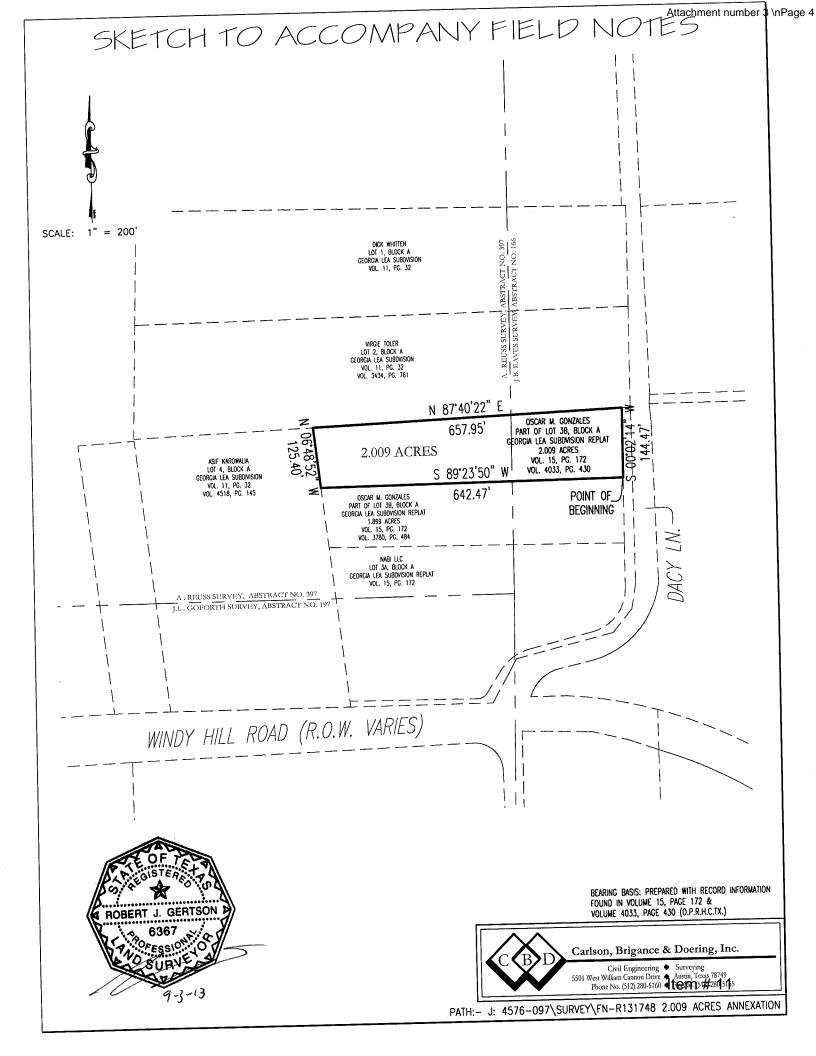
ROBERT J. GERTSON, R.P.L.S. NO. 6367

Carlson, Brigance and Doering, Inc.

5501 West William Cannon Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165





5.051 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.L. GOFORTH SURVEY, ABSTRACT NO. 197 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A. REUSS SURVEY, ABSTRACT NO. 397, AND J.L. GOFORTH SURVEY, ABSTRACT NO. 197, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN LOT 4, BLOCK A, IN THE GEORGIA LEA SUBDIVISION A SUBDIVISION RECORDED IN VOLUME 11, PAGE 32, AND CONVEYED TO ASIF KAROWALIA IN VOLUME 4518, PAGE 145, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 5.051 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point on the northern right-of-way line of Windy Hill Road (R.O.W. varies), at the southwestern corner of said Lot 4, Block A, also being the southeastern corner of Lot 1, Block A, in Rosy Peach Subdivision a subdivision recorded in Vol. 7, Pg. 214, and conveyed to Asif Karowalia in Vol. 4562, Pg. 32, of the Official Public Records of Hays County, Texas, for the southwestern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said Lot 4, Block A, and said Lot 1, Block A, N06°48′52″W, for a distance of 571.14 feet to a point for the northwestern corner of Lot 4, Block A, also being the northeastern corner of said Lot 1 Block A, also being the an eastern corner of a 7.097 acre tract conveyed to Dick Whitten in Vol. 345, Pg. 629, also being the southwestern corner of Lot 2, Block A, in Georgia Lea Subdivision as described in Vol. 11, Pg. 32, of the Official Public Records of Hays County, Texas,

**THENCE,** with the common boundary line of said Lot 4, Block A, and said Lot 2, Block A, N87°40′51″E, for a distance of 380.64 feet to a point for the northeastern corner of said Lot4, Block A, and the northeastern corner of Lot 3B, Block A, in Georgia Lea Subdivision Replat as described in Vol. 15, Pg. 172,

**THENCE**, with the common boundary line of said Lot 4, Block A, said Lot 3B and Lot 3A of said Georgia Lea Subdivision Replat, S06°48′52″E a distance of 588.52 feet to a point for the southeastern corner of said Lot 4, Block A, also being the southwestern corner of said Lot 3A, Block A,

**THENCE**, with the boundary line of said Lot 4, Block A, and the northern right-of-way line of Windy Hill Road, N89°43′20″W a distance of 382.39 feet to the **POINT OF BEGINNING**, and containing 5.051 acres of land.

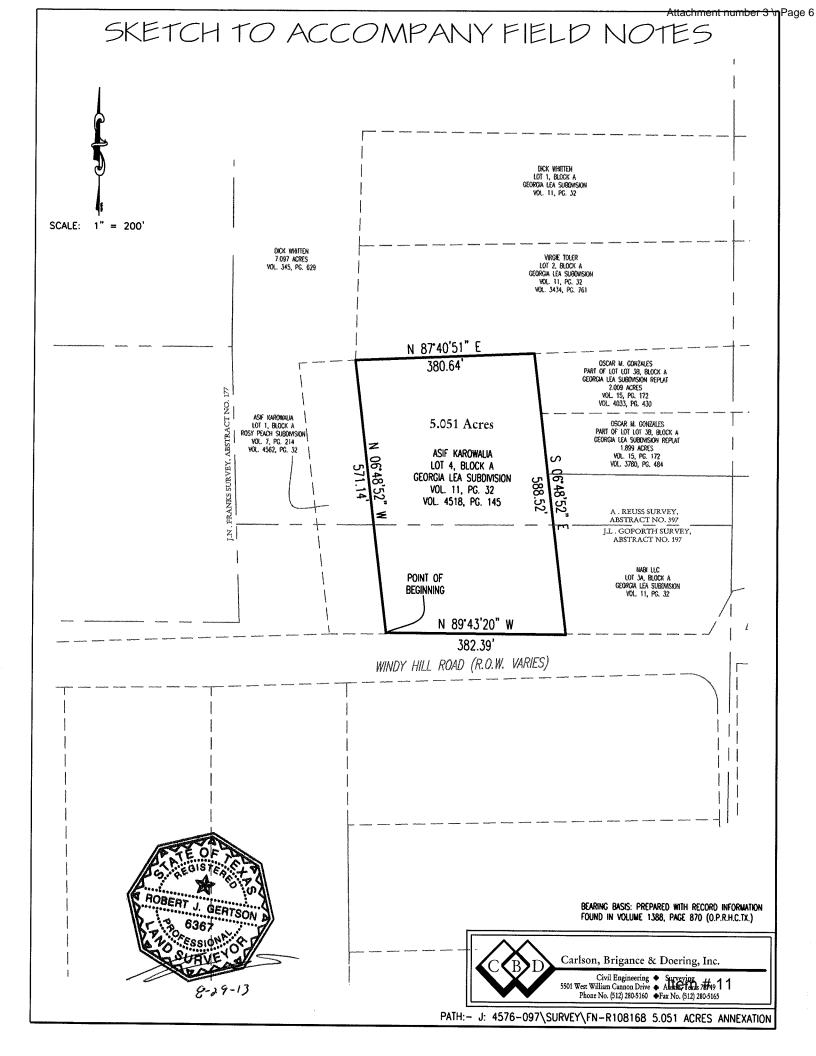
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 11, PAGE 32 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by: \_

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





1.564 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.L. GOFORTH SURVEY, ABSTRACT NO. 197 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A.REUSS SURVEY, ABSTRACT NO. 397 AND J.L. GOFORTH SURVEY, ABSTRACT NO. 197, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN LOT 1, BLOCK A, IN THE ROSY PEACH SUBDIVISION A SUBDIVISION RECORDED IN VOLUME 7, PAGE 214, AND CONVEYED TO ASIF KAROWALIA IN VOLUME 4562, PAGE 32, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.564 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point found on the northern right-of-way line of Windy Hill Road (R.O.W. varies), at the southeastern corner of said Lot 1, Block A, also being the southwestern corner of Lot 4, Block A, in the Georgia Lea Subdivision as described in Vol. 11, Pg. 32, of Official Public Records of Hays County, Texas, for the southeastern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said Lot 1, Block A, and northern right-of-way line of Windy Hill Road, N89°36′58″W, for a distance of 120.96 feet to a point for the southwestern corner of said Lot 1, Block A, also being the southeastern corner of a 7.097 acre tract conveyed to Dick Whitten in Vol. 345, Pg. 629, of the Official Public Records of Hays County, Texas,

**THENCE,** with the common boundary line of said Lot 1, Block A, and said 7.097 acre tract, N06°41′56″W, for a distance of 563.73 feet to a point, for the northwestern corner of said Lot 1, Block A, also being a southern corner of said 7.097 acre tract,

**THENCE,** with the common boundary line of said Lot 1, Block A, and said 7.097 acre tract, N86°53′44″E a distance of 120.28 feet to a point, for the northeastern corner of said Lot 1, Block A, also being the southwestern corner of Lot 2, Block A, of said Georgia Lea Subdivision, and the northwestern corner of said Lot 4, Block A,

**THENCE**, with the common boundary line of said Lot 1, Block A, and said Lot 4, Block A, S06°41′56″E, for a distance of 571.10 feet to the **POINT OF BEGINNING**, and containing 1.564 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 7, PAGE 214 AND VOLUME 4562, PAGE 32 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

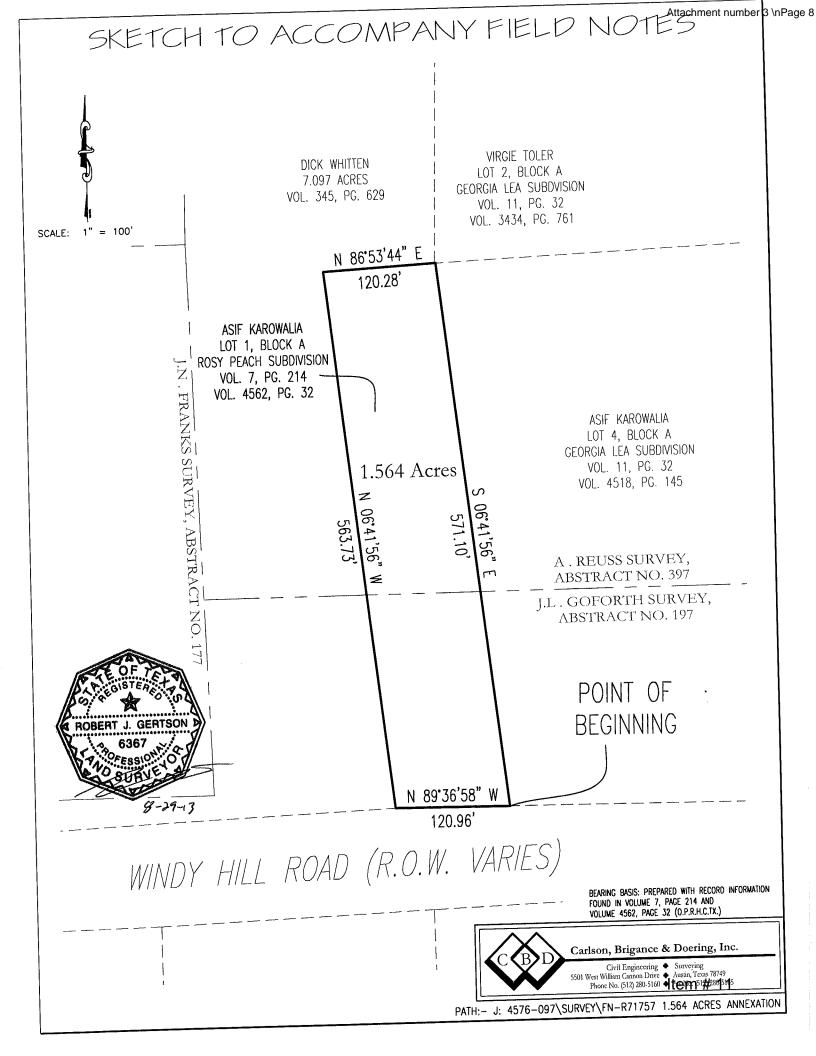
ROBERT J. GERTSON, R.P.L.S. NO. 6367

Carlson, Brigance and Doering, Inc. 5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165





3.700 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.B. EAVES SURVEY, ABSTRACT NO. 166 & J.L. GOFORTH SURVEY, ABSTRACT NO. 197 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A.REUSS SURVEY, ABSTRACT NO. 397 AND J.B. EAVES SURVEY, ABSTRACT NO. 166, AND J.L. GOFORTH SURVEY, ABSTRACT NO. 197, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN LOT 3A, BLOCK A, IN THE GEORGIA LEA SUBDIVISION REPLAT A SUBDIVISION RECORDED IN VOLUME 15, PAGE 172, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 3.700 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point found on the western right-of-way line of Dacy Lane (R.O.W. varies), and the northeastern corner of said 3.700 acre tract, and the southeastern corner of Lot 3B, Block A, of said Georgia Lea Subdivision Replat for the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the western and northwestern right-of-way line of Dacy Lane and said 3.700 acre tract, the following six (6) courses and distances, numbered 1 through 6,

- 1. S00°02′14″W, for a distance of 94.20 feet to a point of curvature to the right,
- 2. With said curve to the right having a radius of 92.00 feet, an arc length of 122.03 feet, and whose chord bears \$38°02'07"W, a distance of 113.28 feet to a point, and
- 3. S76°02'00"W, for a distance of 140.13 feet to a point, at a point of curvature to the left,
- 4. With said curve to the left having a radius of 103.00 feet, an arc length of 78.43 feet, and whose chord bears \$54°13′13″W, a distance of 76.55 feet to a point, and
- 5. S32°24′28″W, for a distance of 52.30 feet to a point, at a point of curvature to the right, and
- 6. With said curve to the right having a radius of 25.00 feet, an arc length of 25.25 feet, and whose chord bears \$61°20'14"W, a distance of 24.19 feet to a point, for a southeastern corner of said 3.700 acre tract, and northern right-of-way line of Windy Hill Road (R.O.W. varies),

**THENCE**, with the common boundary line of said 3.700 acre tract, and northern right-of-way line of Windy Hill Road, N89°43′38″W, for a distance of 271.85 feet to a point, for the southwestern corner of said 3.700 acre tract, also being the southeastern corner of Lot 4, Block A, of said Georgia Lea Subdivision, recorded in Vol. 11, Pg. 32, Official Public Records of Hays County, Texas,

**THENCE**, with the common boundary line of said 3.700 acre tract, and said Lot 4, Block A, N06°48′52″W a distance of 323.23 feet to a point, for the northwestern corner of said 3.700 acre tract, also being on the western line of said Lot 4, Block A, and also being the southwestern corner of Lot 3B, Block A, of said Georgia Lea Subdivision Replat,

**THENCE,** with the common boundary line of said 3.700 acre tract, and said Lot 3B, Block A, S89°35′26″E, for a distance of 627.42 feet to the **POINT OF BEGINNING,** and containing 3.700 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 15, PAGE 172 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

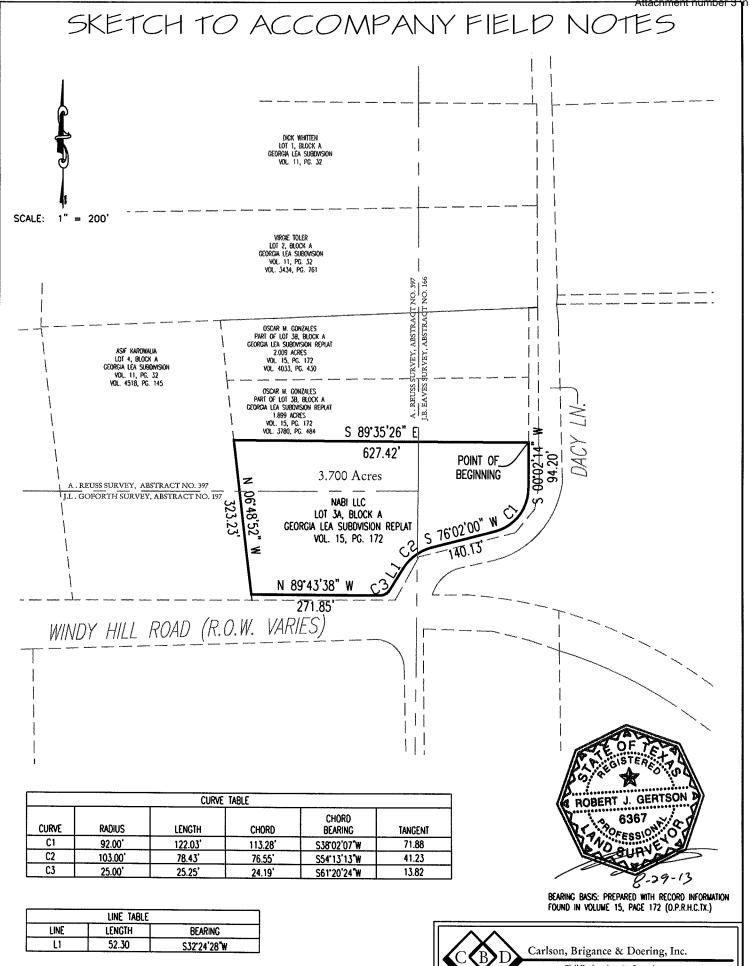
ROBERT J. GERTSON, R.P.L.S. NO. 6367

Carlson, Brigance and Doering, Inc.

5501 West William Cannon Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165





Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying

Surveying

Addit Jeta 7449 1 1

Phone No. (512) 280-5160 Fax No. (512) 280-5165

5.428 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.B. EAVES SURVEY, ABSTRACT NO. 166 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A. REUSS SURVEY, ABSTRACT NO. 397, AND J.B. EAVES SURVEY, ABSTRACT NO. 166, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN LOT 2, BLOCK A, IN THE GEORGIA LEA SUBDIVISION A SUBDIVISION RECORDED IN VOLUME 11, PAGE 32, AND CONVEYED TO VIRGIE TOLER IN VOLUME 3434, PAGE 761, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 5.428 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 Dacy Lane (R.O.W. varies), at the northeastern corner of said Lot 2, Block A, also being the southeastern corner of Lot 1, Block A, in said Georgia Lea Subdivision for the northeastern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the boundary line of said Lot 2, Block A, and the western right-of-way line of Dacy Lane, S00°06′30″E, for a distance of 211.22 feet to a point for the southeastern corner of Lot 2, Block A, also being the northeastern corner of lot 3B, Block A of Georgia Lea Subdivision Replat recorded in Vol. 15, Pg. 72, Official Public Records of Hays County, Texas,

**THENCE**, with the common boundary line of said Lot 2, Block A, and Lot 3B, Block A, and Lot 4, Block A, in said Georgia Lea Subdivision, S87°40′51″E, for a distance of 1056.64 feet to a point for the southwestern corner of said Lot 2, Block A, and the northeastern corner of Lot 1, Block A, in Rosy Peach Subdivision as described in Vol. 7, Pg. 214, Official Public Records of Hays County, Texas, and a southern corner of a 7.097 acre tract, conveyed to Dick Whitten in Vol. 345, Pg. 629, Official Public Records of Hays County, Texas,

**THENCE,** with the common boundary line of said Lot 2, Block A, and said 7.097 acre tract, N01°30′58″E a distance of 238.40 feet to a point for the northwestern corner of said Lot 2, Block A, also being the southwestern corner of said Lot 1, Block A, in said Georgia Lea Subdivision,

**THENCE**, with the common boundary line of said Lot 2, Block A, and said Lot 1, Block A, in Georgia Lea Subdivision, N89°08′41″E a distance of 1049.18 feet to the **POINT OF BEGINNING**, and containing 5.428 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 11, PAGE 32 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

ROBERT J. GERTSON, R.P.L.S. NO. 6367

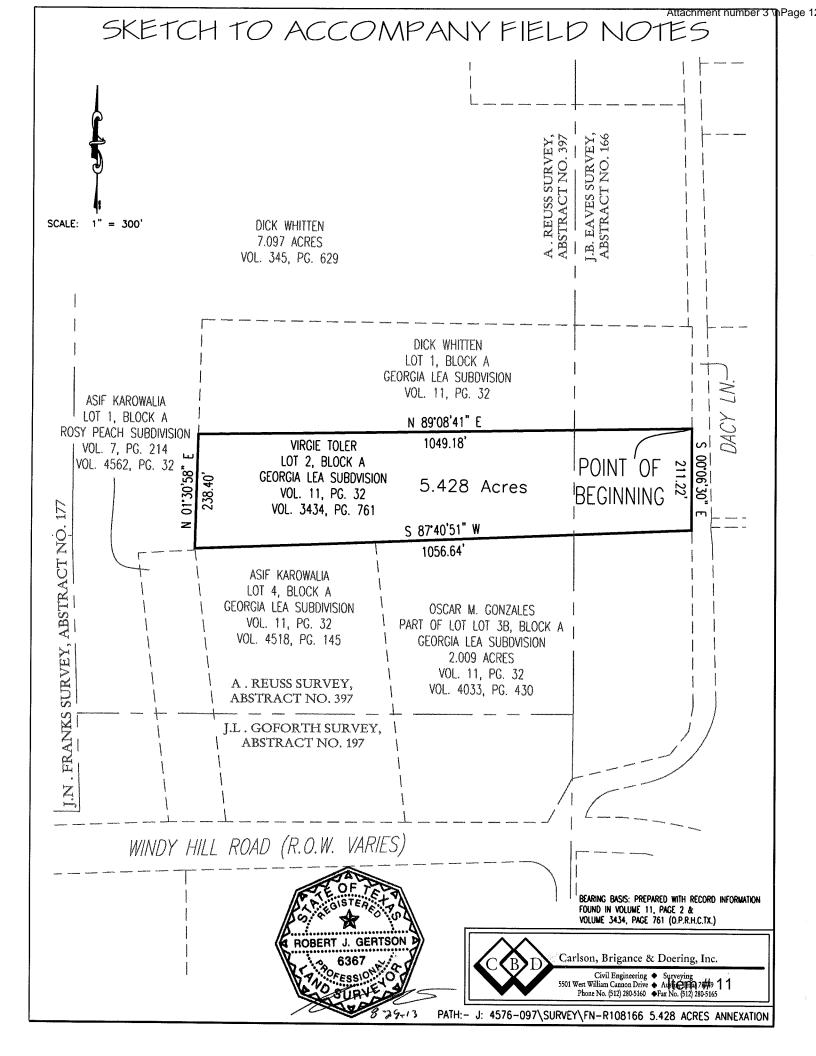
Carlson, Brigance and Doering, Inc.

5501 West William Cannon Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165







5.396 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.B. EAVES SURVEY, ABSTRACT NO. 166 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A. REUSS SURVEY, ABSTRACT NO. 397, AND J.B. EAVES SURVEY, ABSTRACT NO. 166, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN LOT 1, BLOCK A, IN THE GEORGIA LEA SUBDIVISION VOLUME 11, PAGE 32, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), AND CONVEYED TO DICK WHITTEN, SAID 5.396 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 Dacy Lane (R.O.W. varies), at the southeastern corner of said Lot 1, Block A, also being the northeastern corner of Lot 2, Block A, in the said Georgia Lea Subdivision for the southeastern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said Lot 1, Block A, and said Lot 2, Block A, S89°08′41″W, for a distance of 1049.18 feet to a point for the southwestern corner of Lot 1, Block A, also being the northwestern corner of said Lot 2, Block A, and on the eastern boundary line of a 7.097 acre tract of land conveyed to Dick Whitten as described in Vol. 345, Pg. 629, Official Public Records of Hays County, Texas,

**THENCE,** with the common boundary line of said Lot 1, Block A, and said 7.097 acre tract, N01°30′58″E, for a distance of 238.41 feet to a point for the northwestern corner of Lot 1, Block A, and an angle corner of said 7.097 acre tract,

**THENCE,** with the common boundary line of said Lot 1, Block A, and said 7.097 acre tract, S89°22′15″E a distance of 1042.42 feet to a point for the northeastern corner of Lot 1, Block A, also being a southeastern corner of said 7.097 acre tract, also being on the western right-of-way line of Dacy Lane,

**THENCE**, with the boundary line of said Lot 1, Block A, and the western right-of-way line of Dacy Lane, S00°06′30″E a distance of 211.22 feet to the **POINT OF BEGINNING**, and containing 5.396 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 11, PAGE 32 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

8-29-13

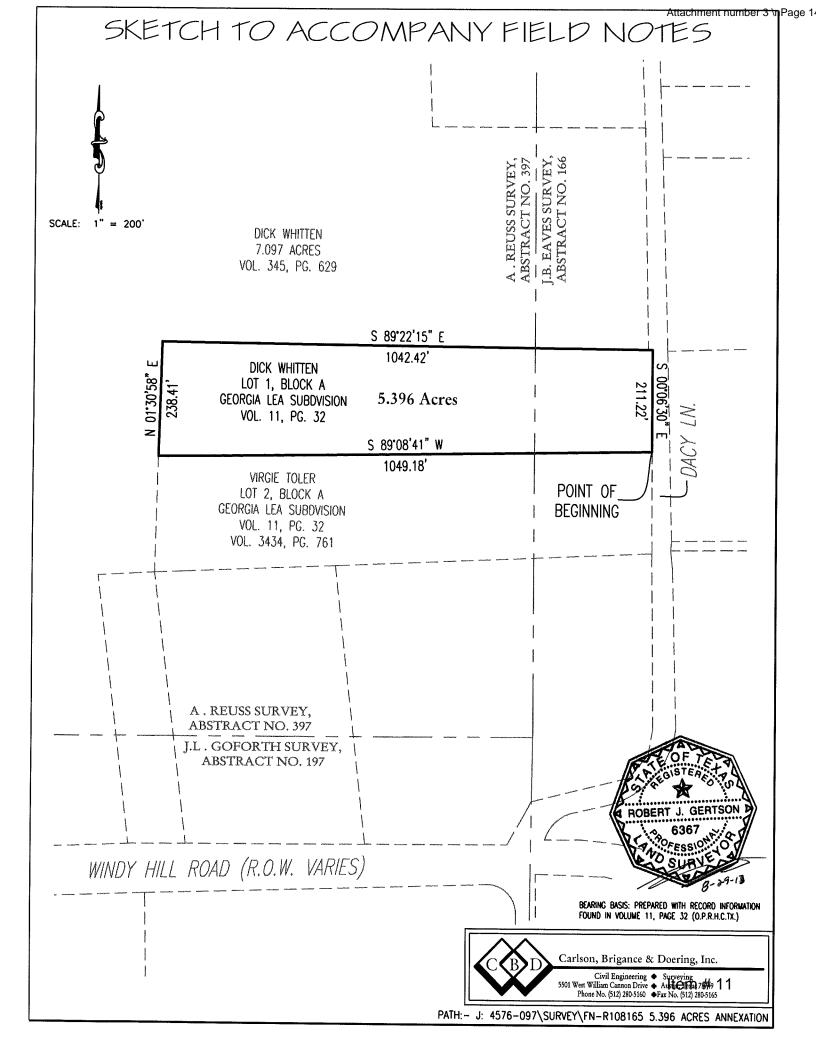
Prepared by: \_

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





10.193 Acres A. REUSS SURVEY, ABSTRACT NO. 397 & J.N. FRANKS SURVEY, ABSTRACT NO. 177 & J.L. GOFORTH SURVEY, ABSTRACT NO. 197 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A. REUSS SURVEY, ABSTRACT NO. 397, THE J.N. FRANKS SURVEY, ABSTRACT NO. 177, AND THE J.L. GOFORTH SURVEY, ABSTRACT NO. 197, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING THE REMAINDER OF A 195.9 ACRE TRACT, CONVEYED TO DICK WHITTEN IN VOLUME 345, PAGE 629, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 10.193 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 Windy Hill Road (R.O.W. varies), and the southwestern corner of said remainder of said 195.9 acre tract, and the southeastern corner of a 14.96 acre tract, conveyed to Continental Homes of Texas in Vol. 4436, Pg. 231, for the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said remainder of 195.9 acre tract and said 14.96 acre tract, the following two (2) courses and distances, numbered 1 through 2,

- 1. N00°03'37"E, for a distance of 730.64 feet to a point, and
- 2. S84°48′40″E, for a distance of 703.19 feet to a point in the western boundary line of Lot 2, Block A, Georgia Lea Subdivision, a subdivision as recorded in Volume 11, Page 32 of the Hays County Plat Records (H.C.P.R.), also being the northeastern corner of said remainder of said 195.9 acre tract,

**THENCE**, with the common boundary line of said remainder of said 195.9 acre tract, and said Lot 2, Block A, Georgia Lea Subdivision, S01°30′58″W, for a distance of 114.10 feet to a point, for an eastern corner of the remainder of said 195.9 acre tract, also being the southwestern corner of said Lot 2, Block A, Georgia Lea Subdivision, also being the northwestern corner of Lot 4, Block A, of said Georgia Lea Subdivision, and also being the northeastern corner of Lot 1, Block A, Rosy Peach Subdivision, a subdivision as recorded in Vol. 7, Pg. 214, H.C.P.R.,

**THENCE**, with the common boundary line of said remainder of said 195.9 acre tract, and said Lot 1, Block A, Rosy Peach Subdivision, the following two (2) courses and distances, numbered 1 through 2,

- 1. S86°46′48″W, for a distance of 120.28 feet to a point, and
- 2. S06°48′54″E, for a distance of 563.73 feet to a point for the southeastern corner of said remainder of said 195.9 acre tract, also being the southwestern corner of said Lot 1, Block A, Rosy Peach Subdivision, and also being in the northern right-of-way line of Windy Hill Road,

**THENCE**, with the common boundary line of said remainder of said 195.9 acre tract, and said northern right-of-way line of Windy Hill Road, to the **POINT OF BEGINNING**, and containing 10.193 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 345, PAGE 629 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

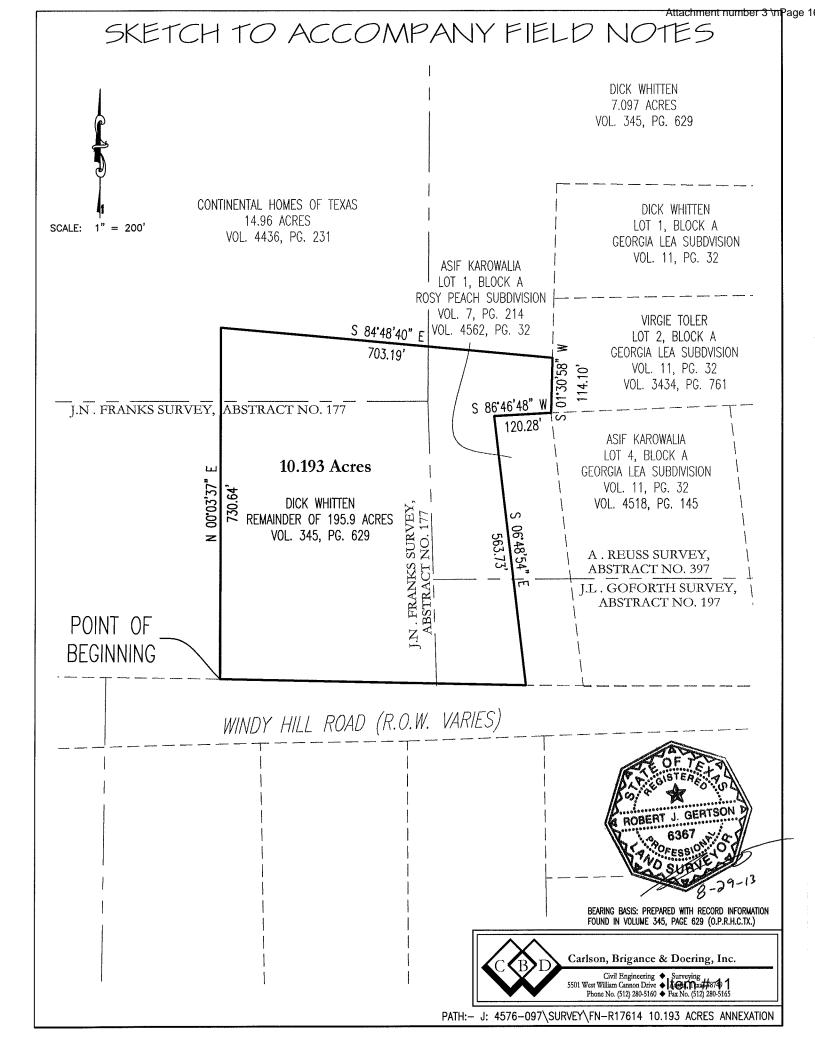
ROBERT J. GERTSON, R.P.L.S. NO. 6367

Carlson, Brigance and Doering, Inc. 5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165







### CITY OF KYLE, TEXAS

## 32.3 acres S of Windy Hill West of Park South

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING APPROXIMATELY 32.3 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED SOUTH OF WINDY HILL ROAD, WEST OF PARK SOUTH DRIVE AND CONTIGUOUS TO THE CITY LIMITS ON

TWO SIDES; AS SHOWN IN THE ATTACHED EXHIBIT;

MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~

Sofia Nelson, Director of Planning

**Other Information:** Please see attachment

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

Ordinance and Backup Material

| ORD. | [NA] | NCE | NO. |  |
|------|------|-----|-----|--|
|      |      |     |     |  |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 32.3 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED SOUTH OF WINDY HILL ROAD, WEST OF PARK SOUTH DRIVE AND CONTIGUOUS TO THE CITY LIMITS ON TWO SIDES; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

**WHEREAS**, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

<u>SECTION 2.</u> That the following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate limits of the City of Kyle:

The tract of land comprises of approximately 32.3 acres of land in Hays County, Texas that is generally located south of Windy Hill Road, west of Park South Drive and contiguous to the City limits on two sides and being more particularly described in Exhibit "B"

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 6.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

| 1 ASSED AND AT INOTED OF THE REAGING UNIS | •                   |  |  |
|-------------------------------------------|---------------------|--|--|
| FINALLY PASSED AND APPROVED on this       | day of, 2013.       |  |  |
| ATTEST:                                   | CITY OF KYLE, TEXAS |  |  |
| Amelia Sanchez, City Secretary            | Lucy Johnson, Mayor |  |  |

PASSED AND APPROVED on First Reading this 8th day of October 2013

#### **EXHIBIT "A"**

#### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts:

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43*, *Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) General Municipal Services. The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) Scheduled Municipal Services. Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the Monarch Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- (ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

## **EXHIBIT "B" Property Description**

32.374 ACRES L.K. MILLER SURVEY, ABSTRACT NO. 337 J.L. GOFORTH SURVEY, ABTRACT NO. 197 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE L.K. MILLER SURVEY, ABSTRACT NUMBER 337, AND THE J.L. GOFORTH SURVEY, ABTRACT NUMBER 197, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 32.377 ACRE TRACT OF LAND, CONVEYED TO GILBERT AND FLORINDA DAVILA IN VOLUME 1165, PAGE 279, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 32.374 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the southern right-of-way line of Windy Hill Road (R.O.W. varies), at the northwestern corner of said 32.377 acre tract, also being the northeastern corner of Lot 47, Block A, a 5.115 acre tract in Indian Paintbrush Phase One as described in Vol. 4005, Pg. 266, Official Public Records of Hays County, Texas, (O.P.R.H.C.TX.), for the northwestern corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 32.377 acre tract and said southern right-of-way line of Windy Hill Road (R.O.W. varies), the following two (2) courses and distances numbered 1 through 2:

- 1. S89°44'00"E, for a distance of 771.01 feet to a point,
- S89°40'00"E, for a distance of 26.24 feet to a point for the northeastern corner of said 32.377 acre tract, also being
  the northwestern corner of Park South Subdivision as described in Vol. 2, Pg. 349, of the Hays County Plat Records
  (H.C.P.R.),

THENCE, with the common boundary line of said 32.377 acre tract and said Park South Subdivision, the following three (3) courses and distances, numbered 1 through 3,

- 1. S00°35'00"W, for a distance of 830.55 feet to a point,
- S00°24'00"W, for a distance of 309.79 feet to a point,
- 3. S00°22'00"W, for a distance of 1001.02 feet to a point for the southeastern corner of said 32.377 acre tract, also being the northeastern corner of Lot 1, Block 8, a 7.210 acre tract in Indian Paintbrush Phase Two as described in Vol. 2686, Pg. 361 O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 32.377 acre tract and said 7.210 acre tract, the following two (2) courses and distances numbered 1 through 2:

- 1. N89°37′00″W a distance of 450.00 feet to a point, for the southwestern corner of said 32.377 acre tract, also being an angle corner of said 7.210 acre tract,
- N13°46′00″W, for a distance of 817.18 feet to a western corner of said 32.377 acre tract and the southeastern corner of said 5.115 acre tract,

THENCE, with the common boundary line of said 32.377 acre tract and said 5.115 acre tract, N05°45′00″W, for a distance of 1355.13 feet to the **POINT OF BEGINNING**, and containing 32.374 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1165, PAGE 279 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

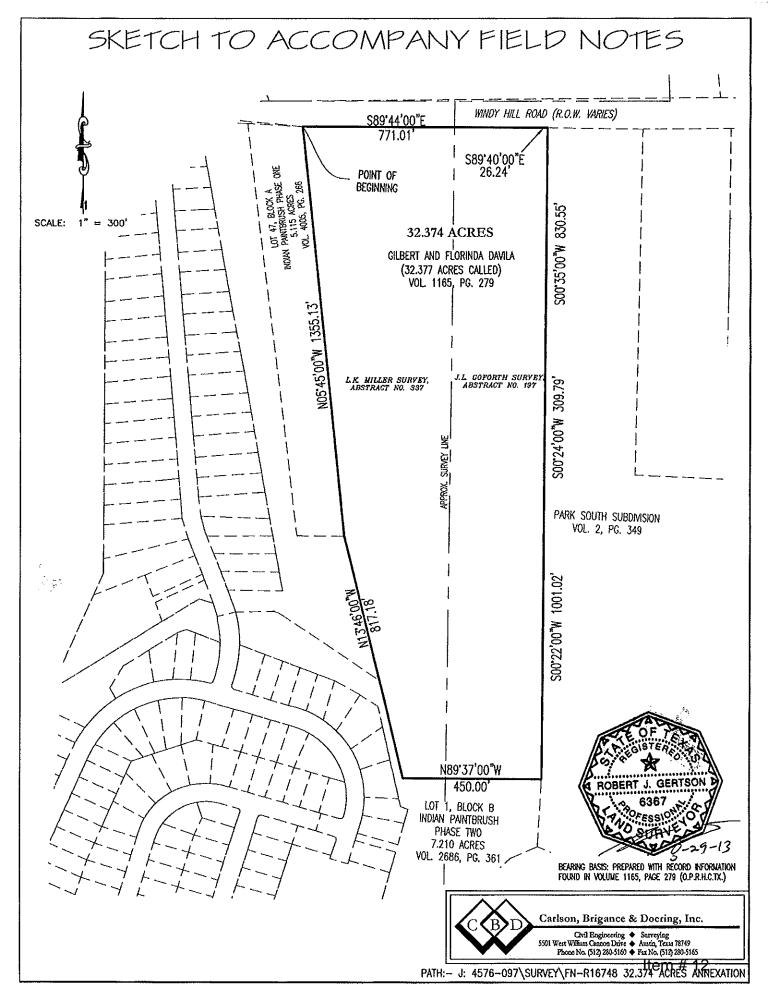
ROBERT J. GERTSON, R.P.L.S. NO. 6367

Carlson, Brigance and Doering, Inc. 5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165







## CITY OF KYLE, TEXAS

# 31.8 acres S. Bebee / West of Sunrise / E of Kensignton

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS ANNEXING 9 TRACTS OF LAND CONSISTING OF APPROXIMATELY 31.8 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED ALONG ANTON DRIVE AND BOTH NORTH AND SOUTH OF BEBEE

ROAD, WEST OF SUNRISE DRIVE, AND EAST OF

KENSINGTON BLVD. AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER 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 Backup Material

| ORDIN. | ANCE | NO. |               |
|--------|------|-----|---------------|
|        |      |     | $\overline{}$ |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 9 TRACTS OF LAND CONSISTING OF APPROXIMATELY 31.8 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED ALONG ANTON DRIVE AND BOTH NORTH AND SOUTH OF BEBEE ROAD, WEST OF SUNRISE DRIVE, AND EAST OF KENSINGTON BLVD. AND CONTIGIOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

**WHEREAS**, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property (hereinafter referred to as the "Annexed

Property") is hereby annexed into the corporate limits of the City of Kyle:

The tracts of land comprise of approximately 31.8 acres of Land in Hays County, Texas that is generally located along Anton Drive and both north and south of Bebee Road, west of Sunrise drive, east of Kensington Blvd. and contiguous to the City Limits and being more particularly described in Exhibit "B"

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 6.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

PASSED AND APPROVED on First Reading this 8th day of October, 2013.

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

ATTEST: CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary Lucy Johnson, Mayor

#### **EXHIBIT "A"**

#### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

### D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) Scheduled Municipal Services. Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the Goforth Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of (ii) wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

# EXHIBIT "B" Property Description







Proposed Annexations
Parcel Lines

**Kyle City Limits** 

Area to be Annexed
33.0 Acres
at Bebee Rd and Anton Dr





0 125 250

Item₅#<sub>0</sub>13 Feet

1.500 Acres SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF LOT 19C, SUNRISE ACRES, A SUBDIVISION AS RECORDED IN VOL. 2, PG. 346 OF THE HAYS COUNTY PLAT RECORDS (H.C.P.R.), AND CONVEYED TO ALAN G. AND CYNTHIA E. ZUZULKA IN VOL. 1127, PG. 855, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.500 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point for the easternmost corner of said Lot 19C, also being the southernmost corner of Lot 19B, of said Sunrise Acres, also being in the western right-of-way line of Bebee Road (R.O.W. varies), for the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said Lot 19C, and Lot 20A, Sunrise Acres Replat, a subdivision as recorded in Vol. 16, Pg. 207, of the H.C.P.R., S45°14′00″W, for a distance of 238.65 feet to the southernmost corner of said Lot 19C, also being the westernmost corner of Lot 20A, and also being a point on the northern right-of-way line of Anton Road (R.O.W. varies),

THENCE, with the common boundary line of said Lot 19C, and said northern right-of-way Anton Road, the following three (3) courses and distances, numbered 1 through 3,

- 1. N44°44'00"W, for a distance of 251.81 feet to a point, and
- 2. N00°48'00"E, for a distance of 33.63 feet to a point, and
- 3. N45°26'00"E, for a distance of 214.65 feet to a point, for the northernmost corner of said Lot 19C, also being a western corner of said Lot 19B, and also being a point on the eastern right-of-way line of Anton Road,

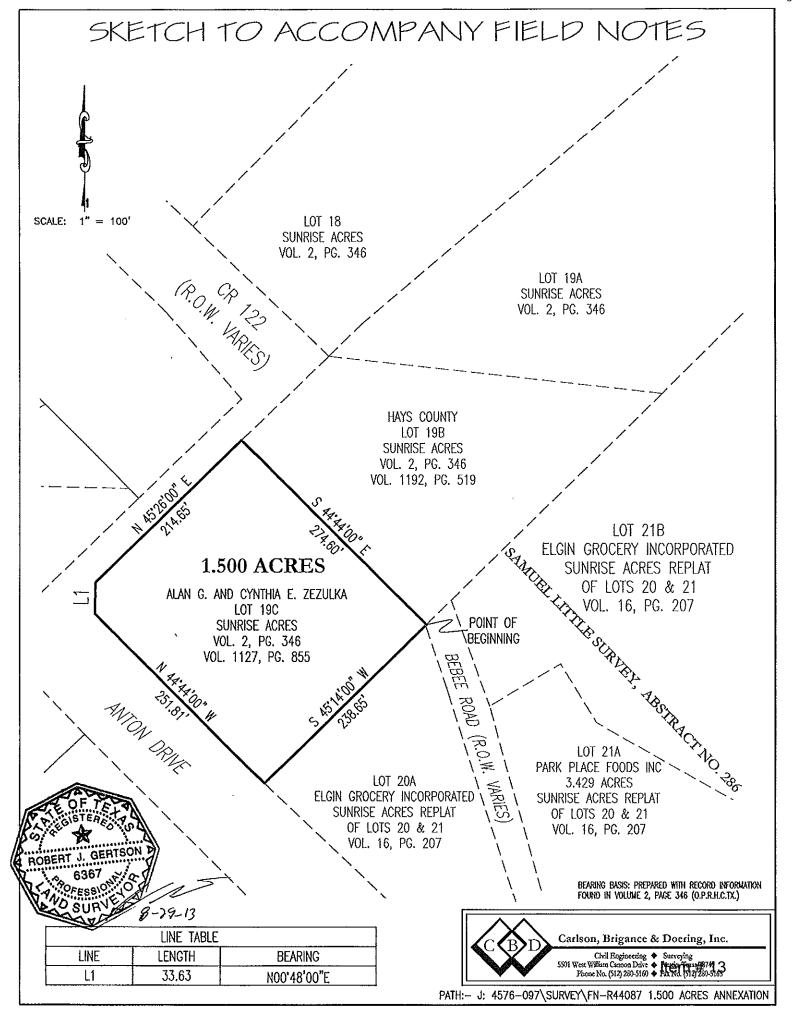
THENCE, with the common boundary line of said Lot 19C, and said Lot 19B, S44°44'00"E, for a distance of 274.60 feet to the POINT OF BEGINNING, and containing 1.500 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2, PAGE 346 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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

ROBERT J. GERTSON D



4.384 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NUMBER 286, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 4.38 ACRE TRACT OF LAND CONVEYED TO GUILLERMO & GRACIELA RODRIGUEZ IN VOLUME 1766 PAGE 304, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 4.38 ACRE TRACT ALSO KNOWN AS LOT 22-C, SUNRISE ACRES REPLAT, A SUBDIVISION RECORDED IN VOLUME 5, PAGE 323 (O.P.R.H.C.TX.), SAID 4.384 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 C.R. 122, said point marking the most southern corner of Lot 21-B of Sunrise Acres Replat of Lots 20 & 21, a subdivision recorded in Volume 16, Page 207 (O.P.R.H.C.TX.), also being the westernmost corner of said 4.38 acre tract, for the westernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 4.38 acre tract, and said Lot 21-B, N35°05′00″E, for a distance of 1164.73 feet to a point on the southern boundary line of Lot 26 of said Sunrise Acres Replat, also being the most easternmost corner of said Lot 21-B, also being the northernmost corner of said 4.38 acre tract,

THENCE, with the common boundary line of said 4.38 acre tract, and said Lot 26, S55°10'00"E, for a distance of 238.86 feet to a point at the southernmost corner of said Lot 26, also being the easternmost corner of said 4.38 acre tract, also being the northwestern corner of Lot 25 of said Sunrise Acres Replat, for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 4.38 acre tract, said Lot 25, and Lots 22-B, 24-A and 24-B of said Sunrise Acres Replat, S35°05'02"W, for a distance of 744.30 feet to a point on the western boundary line of Lot 24-B of said Sunrise Acres Replat, also being the most easterly southeastern corner of said 4.38 acre tract, also being the easternmost corner of said Lot 22-B, for the most easterly southeastern corner of the herein described tract,

THENCE, with the common boundary line of said 4.38 acre tract, and said Lot 22-B, the following 2 (two) courses, numbered 1 and 2,

- 1. N44°56′45″W, for a distance of 182.48 feet to a point at a southern Interior corner of the said 4.38 acre tract, also being the northern corner of said Lot 22-B, and
- 2. S35°05′00″W, for a distance of 177.82 feet to a point in the northern boundary line of Lot 22-A of said Sunrise Acres Replat,

THENCE, with the common boundary line of said 4.38 acre tract, and said Lot 22-A, the following 3 (three) courses and distances, numbered 1 through 3,

- 1. N45°02'00"W, for a distance of 34.36 feet to a point at the northern corner of said Lot 22-A,
- 2. S35°08'00"W, for a distance of 232.58 feet to a point, and
- 3. S12°10'30"W, for a distance of 62.10 feet to a point in said northeastern right-of-way line of C.R. 122, also being the southernmost corner of said 4.38 acre tract, also being a southwestern corner of said Lot 22-A, for the southernmost corner of the herein described tract,

4,384 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

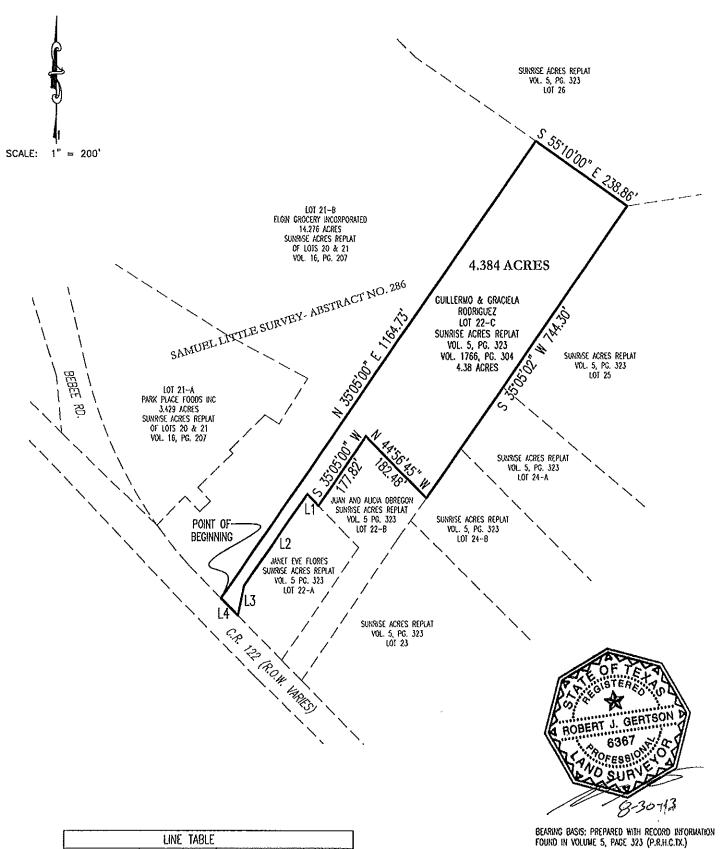
THENCE, with the common boundary line of said northeastern right-of-way line of C.R. 122, and said 4.38 acre tract, N44°58′00″W, for a distance of 50.00 feet to the POINT OF BEGINNING and containing 4.38 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN SUNRISE ACRES REPLAT-VOLUME 5, PAGE 323 (P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by:

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

## SKETCH TO ACCOMPANY FIELD NOTES



|   |      | LINE TABLE |             |
|---|------|------------|-------------|
| Г | LINE | LENGTH     | BEARING     |
| Г | LI   | 34.36      | N45'02'00"W |
|   | L2   | 232.58     | S35'08'00"W |
|   | L3   | 62.10      | S12'10'30"W |
|   | L4   | 50.00      | N44'58'00"W |



### Carlson, Brigance & Doering, Inc.

PATH:-- J: 4576-097\SURVEY\FN-R44092 4.384 ACRES ANNEXATION

3.428 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS ALL OF THAT CERTAIN 3.429 ACRE TRACT OF LAND CONVEYED TO PARK PLACE FOODS, INC. IN VOLUME 4411, PAGE 409 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), ALSO BEING LOT 21A OF SUNRISE ACRES REPLAT OF LOTS 20 & 21, RECORDED IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.), SAID 3.428 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point of curvature to the right, in the northern right-of-way line of C.R. 122 at the southernmost corner of said 3.429 acre tract, also being a southwestern corner of Lot 21B of said Sunrise Acres Replat of Lots 20 & 21, for the southernmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of sald northern right-of-way line of C.R. 122, and said 3.429 acre tract, and with said curve to the right having a radius of 956.45 feet, an arc length of 379.36 feet, and whose chord bears N26°50'11"W, for a distance of 376.88 feet to a point in the northeasterly right-of-way line of Bebee Road (R.O.W. Varies),

THENCE, with the common boundary line of said 3.429 acre tract, and said northeasterly right-of-way line of Bebee Road, N15°22'55"W, for a distance of 235.14 feet to a point at the westernmost corner of said 3.429 acre tract, for a southwestern corner of said Lot 21B,

THENCE, with the common boundary line of said 3.429 acre tract, and said Lot 21B, the following thirteen (13) courses and distances, numbered 1 through 13,

- 1. N59°00'17"E, for a distance of 86.45 feet to a point at the northernmost corner of said 3.429 acre tract, also being an interior ELL corner of said Lot 21B, for the northernmost corner of the herein described tract,
- 2. S30°59'43"E, for a distance of 71.98 feet to a point,
- 3. S60°19'05"E, for a distance of 299.43 feet to a point,
- S64°24'48"E, for a distance of 187.31 feet to a point at the easternmost northeastern corner of said 3.429 acre tract, also being an interior ELL corner of said Lot 21B, for the easternmost northeastern corner of the herein described tract,
- 5. \$30°37'24"W, for a distance of 112.84 feet to a point,
- 6. N59°54'24"W, for a distance of 35.58 feet to a point,
- 7. S43°59'02"W, for a distance of 104.33 feet to a point,
- 8. S46°00'58"E, for a distance of 10.00 feet to a point,
- 9. S43°59'02"W, for a distance of 102.29 feet to a point,
- 10. S45°08'56"E, for a distance of 39.71 feet to a point,
- 11. S45°09'32"W, for a distance of 31.79 feet to a point,
- 12. N45°14'20"W, for a distance of 43.93 feet to a point, and
- 13. S42°45′56″W, for a distance of 84.84 feet to the POINT OF BEGINNING and containing 3.428 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

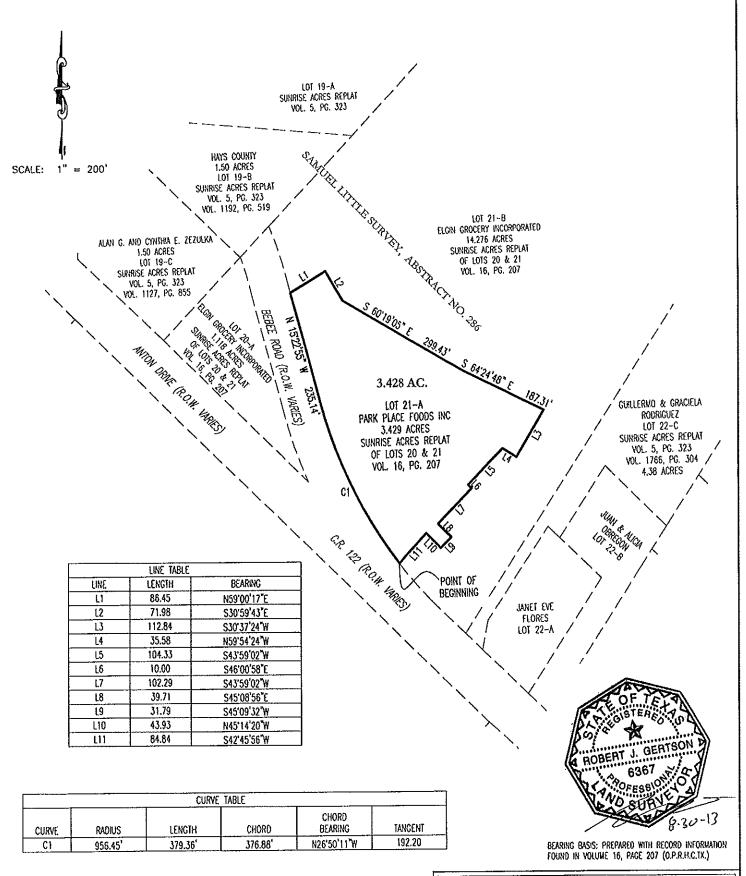
Prepared by:

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



# SKETCH TO ACCOMPANY FIELD NOTES





Carlson, Brigance & Doering, Inc.

Civil Engineering • Sungring
5501 West William Cannon Dine • Austria 13
Péone No. (512) 289-5169 • Fax No. (512) 289-5165

3.503 Acres SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE SAMUEL LITTLE SURVEY, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, BEING A 3.48 ACRE TRACT MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN LOT 19A, OF SUNRISE ACRES REPLAT, RECORDED IN VOL. 5, PG. 323, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 3.503 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on southeastern corner of said Lot 19A, and the western line of Lot 21B, of Sunrise Acres Replat of Lots 20 & 21 recorded in Vol. 16, Pg. 207, also being the northeastern corner of Lot 19B, of said Sunrise Acres Replat, for the POINT OF BEGINNING of the herein described tract,

THENCE, with common boundary line of said Lot 19A, and said Lot 19B, N83°32'00"W, for a distance of 351.61 feet to the western corner of said Lot 19A, also being the northwestern corner of said Lot 19B, and also being on the eastern right-of-way of CR 122 (R.O.W. varies), and also being the southernmost corner of Lot 18, of said Sunrise Acres Replat,

THENCE, with common boundary line of said Lot 19A, and said Lot 18, the following two (2) courses and distances, numbered 1 through 2,

- 1. N45°26'00"E, for a distance of 50.00 feet to a point, and
- 2. N49°27′00″E, for a distance of 681.58 feet to the northernmost corner of sald Lot 19A, also being the northeastern corner of sald Lot 18, also being the southern corner of Lot 31, of sald Sunrise Acres subdivision, and also being the southwestern corner of Lot 30, of sald Sunrise Acres Replat,

THENCE, with common boundary line of said Lot 19A, and said Lot 30, S44°27′00″E, for a distance of 223.88 feet to the northeastern corner of said Lot 19A, also being the southernmost corner of said Lot 30, and also being the southwestern corner of Lot 29, of said Sunrise Acres Replat,

THENCE, with common boundary line of said Lot 19A, and said Lot 21B, S45°14′00″W, for a distance of 508.27 feet to the POINT OF BEGINNING, and containing 3.503 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2, PAGE 346 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

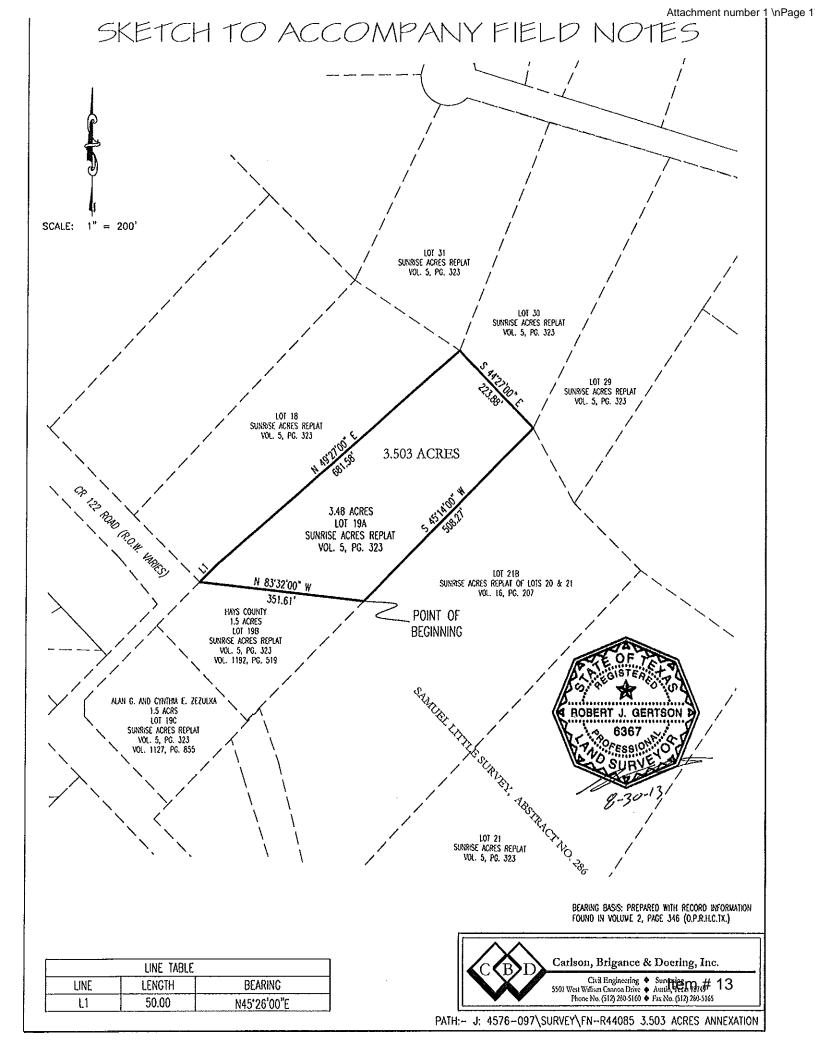
8-30-13

Prepared by:

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





1.500 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NUMBER 286, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.50 ACRE TRACT OF LAND, CONVEYED TO HAYS COUNTY IN VOLUME 1192, PAGE 519 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), ALSO BEING LOT 19B OF SUNRISE ACRES REPLAT, A SUBDIVISION RECORDED IN VOLUME 5, PAGE 323 (O.P.R.H.C.TX.), SAID 1.500 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point in the southeasterly right-of-way line of Anton Drive (R.O.W. varies), said point marking the northernmost corner of Lot 19-C of said Sunrise Acres Replat, also being the westernmost corner of said 1.50 acre tract, for the westernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 1.50 acre tract, and said southeasterly right-of-way line of Anton Drive, N45°26′00″E, for a distance of 128.11 feet to a point in the northeasterly right-of-way line of C.R. 122 (R.O.W. varies), said point marking the northernmost corner of said 1.50 acre tract, also being the westernmost corner of Lot 19-A of said Sunrise Acres Replat, and also being the southernmost corner of Lot 18 of said Sunrise Acres Replat, for the northernmost corner of the herein described tract,

THENCE, with the common boundary line of said Lot 19-A, and said 1.50 acre tract, S83°32′00″E, for a distance of 351.61 feet to a point in the western boundary line of Lot 21-B of Sunrise Acres Replat of lots 20 & 21, a subdivision recorded in Vol. 16, Pg. 207, O.P.R.T.C.TX., said point marking the easternmost corner of said 1.50 acre tract, also being the southeast corner of said Lot 19-A, for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.50 acre tract, and said Lot 21-B, S45°14'00"W, for a distance of 348.43 feet to a point in the southwesterly right-of-way line of Bebee Road (R.O.W. varies), said point marking the southernmost corner of said 1.50 acre tract, also being the eastern corner of said Lot 19-C, and also being the northernmost corner of Lot 20-A of said Sunrise Acres Replat of Lots 20 & 21, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.50 acre tract, and said Lot 19-C, N44°44′00″W, for a distance of 274.60 feet back to the POINT OF BEGINNING and containing 1.500 acres of land.

9-30-13

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 5, PAGE 323 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by:

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



1.000 ACRE SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NUMBER 286, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.00 ACRE TRACT OF LAND CONVEYED TO JANET EVE FLORES IN VOLUME 2589 PAGE 143, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAME BEING RECORDED AGAIN IN VOLUME 2691 PAGE 85 (O.P.R.H.C.TX.), SAID 1.00 ACRE TRACT ALSO KNOWN AS LOT 22-A, SUNRISE ACRES REPLAT, A SUBDIVISION RECORDED IN VOLUME 5, PAGE 323 (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 found on the northeasterly right-of-way line of C.R. 122, said point marking the southernmost corner of said 1.00 acre tract, also being the southernmost southwestern corner of Lot 22-B of said Sunrise Acres Replat, for the southernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 1.00 acre tract, and said northeasterly right-of-way line of C.R. 122, N44°58'00"W, for a distance of 132.48 feet to a point at the southernmost southwestern corner of said 1.00 acre tract, also being the southernmost corner of Lot 22-C of said Sunrise Acres Replat, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.00 acre tract, said Lot 22-C, and said lot 22-B the following three (3) courses and distances, numbered 1 through 3,

- 1. N12°10'30"E, for a distance of 62.10 feet to a point,
- 2. N35°08'00"E, for a distance of 232.58 feet to a point at the northernmost corner of said 1.00 acre tract, also being an interior ELL corner of said Lot 22-C, and
- S45°02′00″E, for a distance of 156.97 feet to a point at the easternmost corner of sald 1.00 acre tract, also being an interior ELL corner of Lot 22-B of said Sunrise Acres Replat,

THENCE, with the common boundary line of said 1.00 acre tract, and said Lot 22-B, S35°07′12″W, for a distance of 285.73 feet back to the POINT OF BEGINNING and containing 1.000 acre of land.

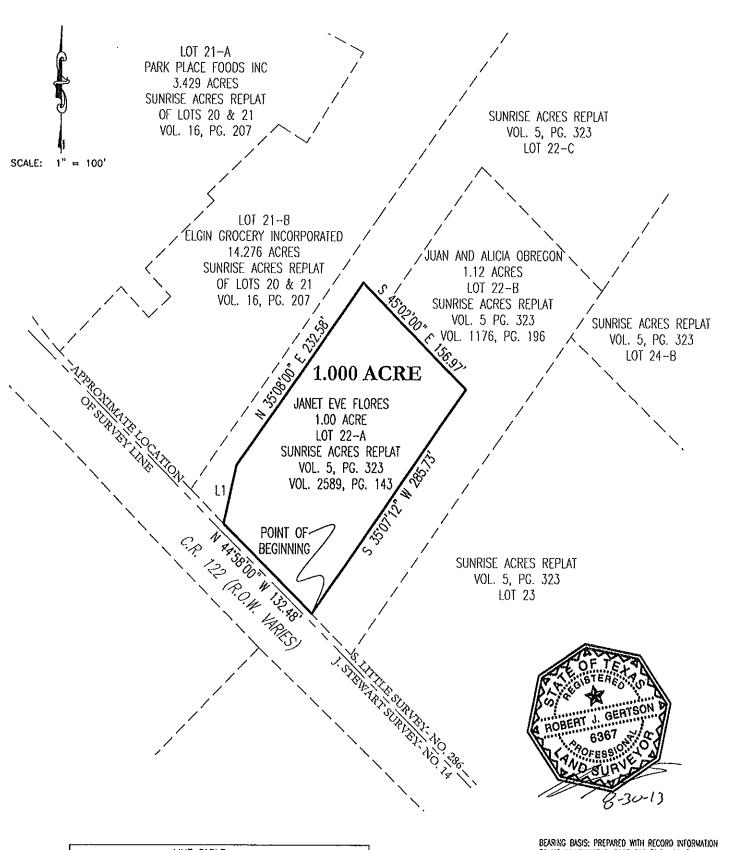
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN SUNRISE ACRES REPLAT-VOLUME 5, PAGE 323 (P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by:

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



# SKETCH TO ACCOMPANY FIELD NOTES



|      | LINE TABLE |             |
|------|------------|-------------|
| LINE | LENGTH     | BEARING     |
| L1   | 62.10      | N12'10'30"F |

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 5, PAGE 323 (P.R.H.C.TX.)



#### Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying

S501 West Wiffiem Cannon Drive Austin | 14-0 | 19719 # 13

Phone No. (512) 280-5169 Fax No. (512) 280-5165

14.276 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NUMBER 286, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 14.276 ACRE TRACT OF LAND, CONVEYED TO ELGIN GROCERY INCORPORATED IN VOLUME 3235, PAGE 104 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), ALSO BEING LOT 21-B OF SUNRISE ACRES REPLAT OF LOTS 20 & 21, A SUBDIVISION RECORDED IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.), SAID 14.276 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point at the southernmost corner of Lot 30, of Sunrise Acres Replat, a subdivision recorded in Volume 5, Page 323 (O.P.R.H.C.TX.), said point also being the northernmost corner of said 14.276 acre tract, also being the southwestern corner of Lot 29, of said Sunrise Acres Replat, for the northernmost corner of the herein described tract,

THENCE, with the common boundary line of said 14.276 acre tract, said Lot 29, and Lot 26 of said Sunrise Acres Replat, S46°21'17"E, for a distance of 397.33 feet to a point at a southern corner of saidLot 26,

THENCE, with the common boundary line of sald Lot 26, and said 14.276 acre tract, S56°53′18″E, for a distance of 287.92 feet to a point at the easternmost northeast corner of said 14.276 acre tract, also being the northernmost corner of Lot 22-C, of said Sunrise Acres Replat,

THENCE, with the common boundary line of said 14.276 acre tract, and said Lot 22-C, S33°15'12"W, for a distance of 1163.87 feet to a point in the northeasterly right-of-way line of C.R. 122 (R.O.W. varies), said point marking the southernmost corner of said 14.276 acre tract, also being the southwesternmost corner of Lot 22-C, of said Sunrise Acres Replat, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 14.276 acre tract, and said northeasterly right-of-way line of C.R. 122, the following two (2) courses and distances, numbered 1 and 2,

- 1. N46°47'05"W, for a distance of 95.59 feet to a point at a point of curvature to the right, and
- 2. With said curve to the right having a radius of 956.45 feet, an arc length of 107.22 feet, and whose chord bears N41°24'38"W, for a distance of 107.17 feet to a point at the southernmost southwestern corner of said 14.276 acre tract, also being the southernmost corner of Lot 21-A, of said Sunrise Acres Replat of Lots 20 & 21, for the southernmost southwestern corner of the herein described tract,

THENCE, with the common boundary line of said 14.276 acre tract, and said Lot 21-A, , the following thirteen (13) courses and distances, numbered 1 through 13,

- 1. N42°45'56"E, for a distance of 84.84 feet to a point,
- 2. S45°14'20"E, for a distance of 43.93 feet to a point,
- 3. N45°09'32"E, for a distance of 31.79 feet to a point,
- 4. N45°08'56"W, for a distance of 39.71 feet to a point,
- 5. N43°59'02"E, for a distance of 102.29 feet to a point,
- 6. N46°00'58"W, for a distance of 10.00 feet to a point,
- 7. N43°59'02"E, for a distance of 104.33 feet to a point,
- 8. S59°54'24"E, for a distance of 35.58 feet to a point,
- 9. N30°37′24″E, for a distance of 112.84 feet to a point at an interior ELL corner of said 14.276 acre tract, also being the easternmost corner of said Lot 21-A,
- 10. N64°24'48"W, for a distance of 187.31 feet to a point,
- 11. N60°19'05"W, for a distance of 299.43 feet to a point,
- 12. N30°59'43"W, for a distance of 71.98 feet to a point, and
- 13. S59°00'17"W, for a distance of 86.45 feet to a point in the northeasterly right-of-way line of Bebee Road (R.O.W. varies), said point marking a southern corner of said 14.276 acre tract, also being the westernmost northwestern corner of said Lot 21-A, for the westernmost northwestern corner of the herein described tract,

14.276 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

THENCE, with the common boundary line of said 14.276 acre tract, and said northeasterly right-of-way line of Bebee Road, the following two (2) courses and distances, numbered 1 and 2,

1. N15°22'55"W, for a distance of 25.10 feet to a point of curvature to the left, and

2. With said curve to the left having a radius of 1036.45 feet, an arc length of 120.98 feet, and whose chord bears N18°53′54″W, for a distance of 120.91 feet to a point in the eastern boundary line of Lot 19-B of said Sunrise Acres Replat, said point also marking the westernmost corner of said 14.276 acre tract,

THENCE, with the common boundary line of said 14.276 acre tract, said Lot 19-B, and said Lot 19-A, N43°28'15"E, for a distance of 768.04 feet back to the POINT OF BEGINNING and containing 14.276 acres of land.

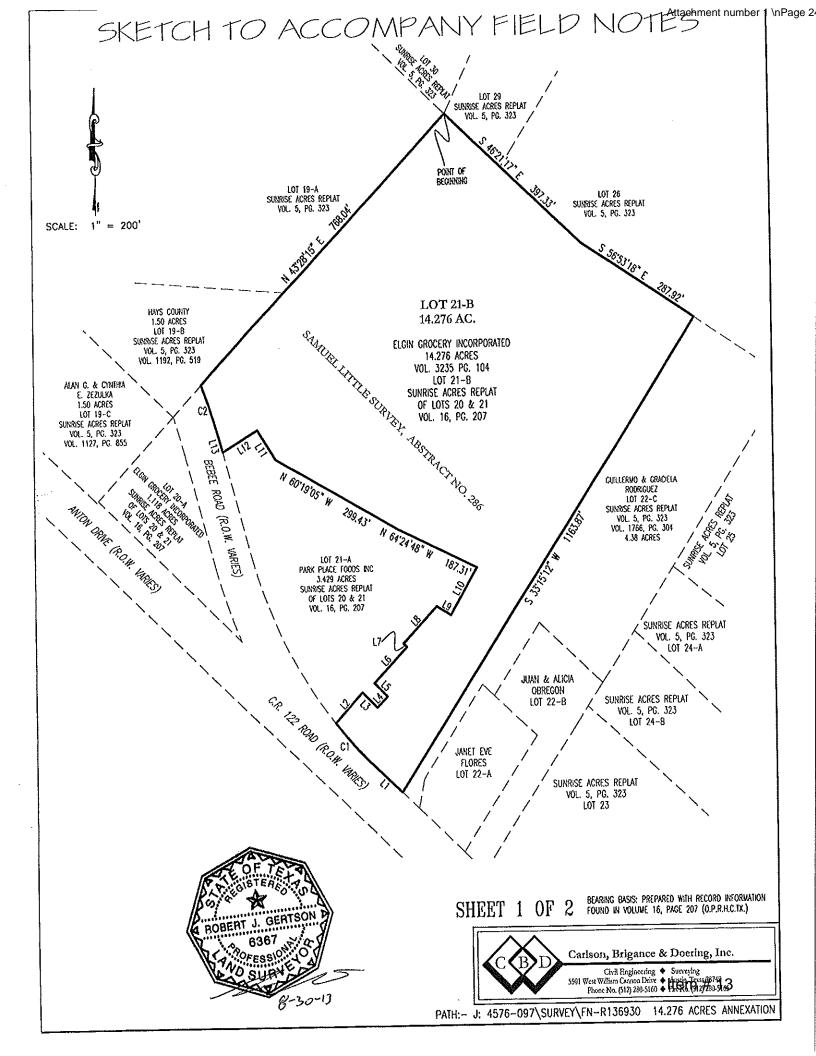
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by: \_

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





# SKETCH TO ACCOMPANY FIELD NOTES

| LINE TABLE |        |              |  |
|------------|--------|--------------|--|
| LINE       | LENGTH | BEARING      |  |
| L1         | 95.59  | N46'47'05"W  |  |
| L2         | 84.84  | N42'45'56"E  |  |
| L3         | 43.93  | S45'14'20"E  |  |
| L4         | 31.79  | N45'09'32"E  |  |
| L5         | 39.71  | N45'08'56"W  |  |
| L6         | 102.29 | N43'59'02"E  |  |
| L7         | 10.00  | N46'00'58"W  |  |
| L8         | 104.33 | N43'59'02"E  |  |
| L9         | 35.58  | S59'54'24"E  |  |
| L10        | 112.84 | N30'37'24"E  |  |
| L11        | 71.98  | N30'59'43"W  |  |
| L12        | 86.45  | \$59'00'17"W |  |
| L13        | 25.10  | N15'22'55"W  |  |

| CURVE TABLE |          |         |         |                  |         |
|-------------|----------|---------|---------|------------------|---------|
| CURVE       | RADIUS   | LENGTH  | CHORD   | CHORD<br>BEARING | TANGENT |
| C1          | 956.45'  | 107.22  | 107.17' | N41'24'38"\      | 53.67   |
| C2          | 1036.45' | 120.98' | 120,91  | N18'53'54"W      | 60.56   |



SHEET 2 OF 2 BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.)



Carlson, Brigance & Doering, Inc.

1.119 Acres SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE SAMUEL LITTLE SURVEY, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN LOT 20A, OF SUNRISE ACRES REPLAT OF LOTS 20 & 21 RECORDED IN VOL. 16, PG. 207, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.119 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point marking the intersection of the southeastern right-of-way line of Bebee Road (R.O.W. Varies), and the northeastern right-of-way line of Anton Drive (R.O.W. Varies), said point also marking the southernmost corner of said 1.119 acre tract, for the southernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with common boundary line of said 1.119 acre tract, and said northeastern right-of-way line of Anton Road, N46°11′13″W, for a distance of 424.27 feet to a point at the westernmost corner of said 1.119 acre tract, also being the southernmost corner of Lot 19C, Sunrise Acres Replat, a subdivision recorded in Volume 5, Page 323 (O.P.R.H.C.TX.), for the westernmost corner of the herein described tract,

**THENCE**, with the common boundary line of said 1.119 acre tract, and said Lot 19C, N43°17′22″E, for a distance of 237.76 feet to a point at the northernmost corner of said 1.119 acre tract, also being the easternmost corner of said Lot 19C, and also being the southernmost corner of Lot 19B of said Sunrise Acres Replat, at a point of curvature to the right,

THENCE, with the common boundary line of said 1.119 acre tract, and said southwestern right-of-way line of Bebee Road, the following three (3) courses and distances, numbered 1 through 3,

- 1. With said curve to the right having a radius of 956.45, an arc length of 75.67 feet, and whose chord bears \$17°09'01"E, for a distance of 75.65 feet to a point,
- 2. \$15°27'11"E, for a distance of 259.78 feet to a point of curvature to the left,
- 3. With said curve to the left having a radius of 1036.45, an arc length of 153.21 feet, and whose chord bears \$19°41′59″E, a distance of 153.07 feet back to the **POINT OF BEGINNING**, and containing 1.119 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

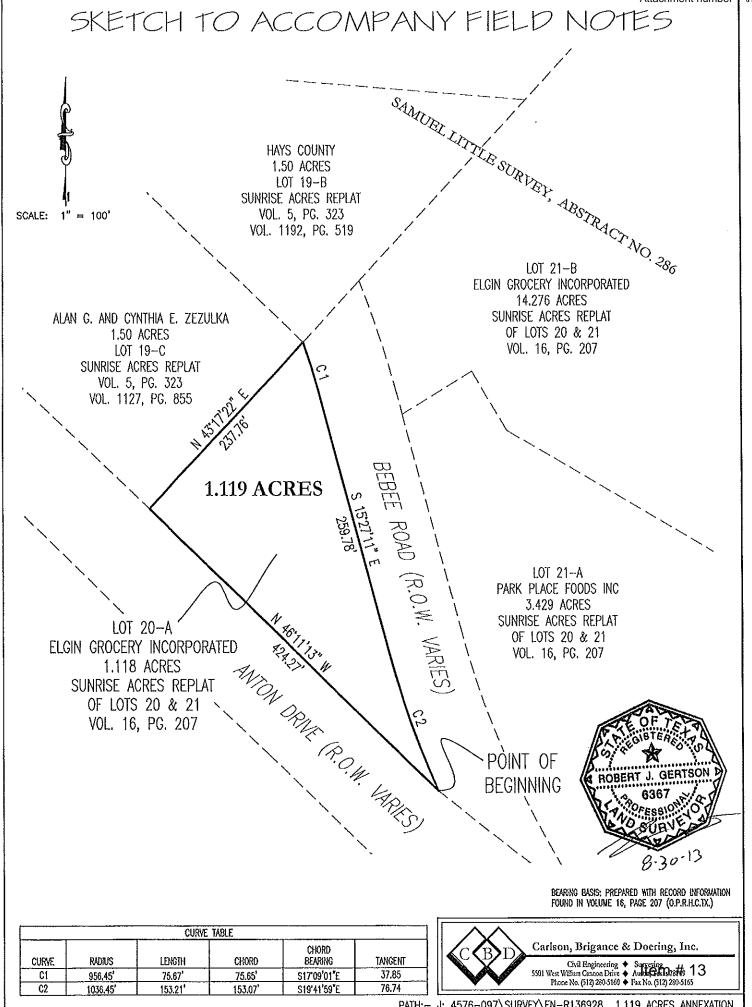
Prepared by:

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





PATH:- J: 4576-097\SURVEY\FN-R136928 1.119 ACRES ANNEXATION

1.120 ACRES SAMUEL LITTLE SURVEY, ABSTRACT NO. 286 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT NUMBER 286, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.12 ACRE TRACT OF LAND, CONVEYED TO JUAN AND ALICIA OBREGON IN VOLUME 1176 PAGE 196, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.12 ACRE TRACT ALSO KNOWN AS LOT 22-B, SUNRISE ACRES REPLAT, A SUBDIVISION RECORDED IN VOLUME 5, PAGE 323 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS (P.R.H.C.TX.), SAID 1.120 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found in the northeasterly right-of-way line of C.R. 122 (R.O.W. varies), said point marking the westernmost corner of Lot 23 of said Sunrise Acres Replat, also being the southernmost corner of said 1.12 acre tract, for the southernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 1.12 acre tract, and said northeasterly right-of-way line of C.R. 122, N44°58′00″W, for a distance of 60.00 feet to a point at the southernmost corner of Lot 22-A of said Sunrise Acres Replat, also being a southwestern corner of said 1.12 acre tract,

THENCE, with the common boundary line of sald 1.12 acre tract, and said Lot 22-A, the following two (2) courses and distances, numbered 1 and 2,

- 1. N35°07'00"E, for a distance of 285.87 feet to a point at an interior ELL corner of said 1.12 acre tract, also being the easternmost corner of said Lot 22-A, and
- N45°02'00"W, for a distance of 122.61 feet to a point at a western corner of said 1.12 acre tract, also being a
  southern corner of Lot 22-C of said Sunrise Acres Replat, and also being in the northeastern boundary line of said lot
  22-A.

THENCE, with the common boundary line of said 1.12 acre tract, and said Lot 22-C, the following two (2) courses and distances, numbered 1 and 2,

- 1. N35°05'00"E, for a distance of 177.82 feet to a point at the northernmost corner of said 1.12 acre tract, also being an interior ELL corner of said Lot 22-C, and
- 2. S44°56'45"E, for a distance of 182.48 feet to a point in the western boundary line of Lot 24-B of said Sunrise Acres Replat, said point also marking the easternmost southeastern corner of said Lot 22-C, also being the easternmost corner of said 1.12 acre tract,

THENCE, with the common boundary line of said Lot 24-B, said 1.12 acre tract, and said Lot 23, S35°05'00"W, for a distance of 463.51 feet back to the **POINT OF BEGINNING** and containing 1.120 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN THE SUNRISE ACRES REPLAT, VOLUME 5, PAGE 323 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

-30-17

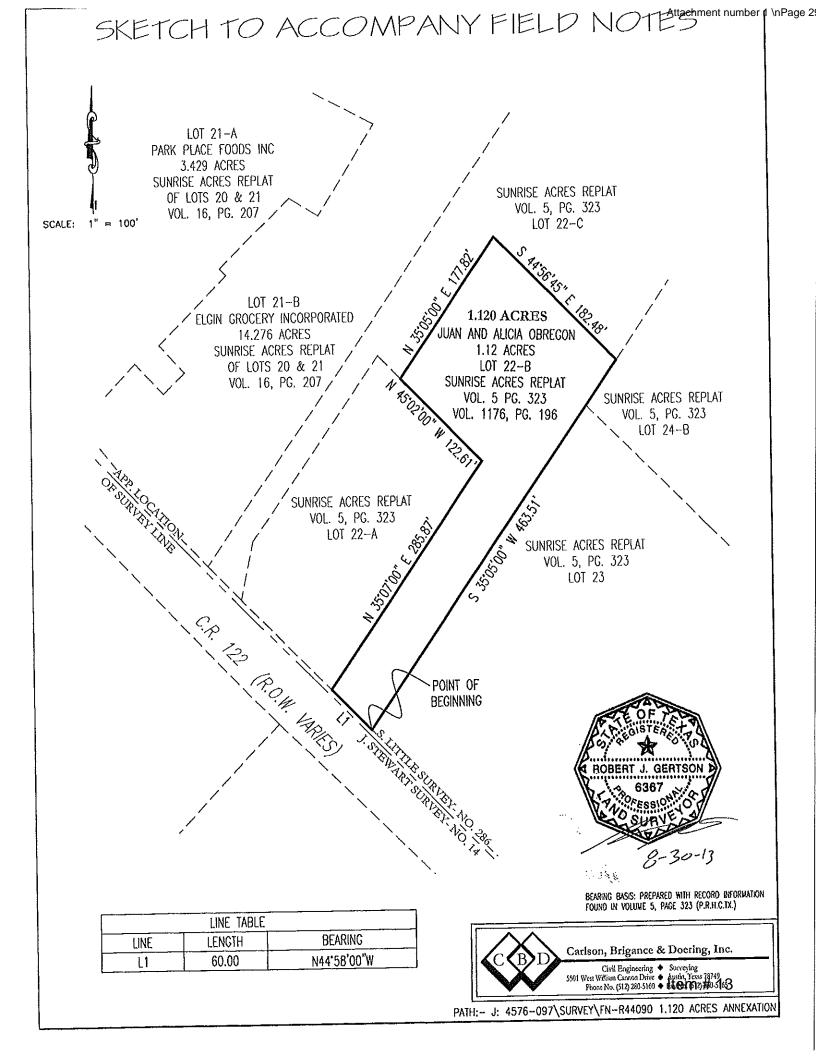
Prepared by:

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







## CITY OF KYLE, TEXAS

# 70 acres south of Goforth / Bebee / E & W sides of Goforth

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING 19 TRACTS OF LAND CONSISTING OF APPROXIMATELY 70 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED SOUTH OF GOFORTH RD/BEBEE RD AND BOTH EAST AND WEST SIDES OF GOFORTH AND CONTIGUOUS TO THE CITY

LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia

Nelson, Director of Planning

**Other Information:** Please see attachment

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

Ordinance and Backup Material

| ORDINA | NCE NO. |  |
|--------|---------|--|
|        |         |  |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 19 TRACTS OF LAND CONSISTING OF APPROXIMATLEY 70 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED SOUTH OF GOFORTH RD/BEBEE RD AND BOTH EAST AND WEST SIDES OF GOFORTH AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

**WHEREAS**, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

**WHEREAS**, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063. Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property (hereinafter referred to as the "Annexed

Property") is hereby annexed into the corporate limits of the City of Kyle:

The 19 tracts of land comprise of approximately 70 acres of land in Hays County, Texas that is generally located south of Goforth Rd/Bebee Rd and both east and west sides of Goforth Rd and contiguous to the City Limits and being more particularly described in Exhibit "B"

<u>SECTION 3.</u> That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

<u>SECTION 4.</u> That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 2.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

<u>SECTION 8.</u> That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

<u>SECTION 9.</u> That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

PASSED AND APPROVED on First Reading this 8th day of October, 2013.

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

ATTEST: CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary Lucy Johnson, Mayor

### **EXHIBIT "A"**

### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) General Municipal Services. The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) Scheduled Municipal Services. Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the Goforth Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of (ii) wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

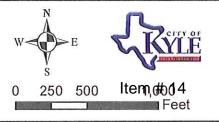
# EXHIBIT "B" Property Description





### Area to be Annexed

Goforth Rd and Bebee Rd



1.250 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.250 ACRE TRACT OF LAND, CONVEYED TO ARC DGKYLTX001 LLC IN VOLUME 4470 PAGE 637, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.250 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southern right-of-way line of C.R. 122 (R.O.W. varies), at the northern corner of said 1.250 acre tract of land, also being the most northeastern corner of the remainder of a 3.00 acre tract of land (1.75 acres) conveyed to Isidro and Maria Morales in Volume 2704 Page 736 (O.P.R.H.C.TX.), for the northern corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said southerly right-of-way line of C.R. 122, and said 1.250 acre tract, S49°11′29″E, for a distance of 210.00 feet to a point at the easternmost corner of said 1.250 acre tract, also being the northernmost corner of a 0.99 acre tract of land conveyed to Charlie Ramirez in Volume 2704 Page 745 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.250 acre tract and said 0.99 acre tract, S40°42'01"W, for a distance of 259.24 feet to a point in the northern boundary line of a 3.147 acre tract of land conveyed to Jose Montoya in Volume 1717 Page 501 (O.P.R.H.C.TX.), said point marking the southernmost corner of said 1.250 acre tract, also being the westernmost corner of said 0.99 acre tract, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.250 acre tract, and said 3.147 acre tract, N49°12'40"W, for a distance of 210.00 feet to a point at the western corner of said 1.250 acre tract, also being an eastern corner of the remainder of Tracts 1 & 2, conveyed to Mario & Juana Torres in Volume 300, Page 1 (O.P.R.H.C.TX.), for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.250 acre tract, and said remainder of 3.00 acre tract, N40°42'01"E, for a distance of 259.31 feet to the POINT OF BEGINNING and containing 1.250 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 4470, PAGE 637 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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

ROBERT J. GERTSON D

# SKETCH TO ACCOMPANY FIELD NOTES SCALE: 1" = 100" \$ \$0,11.70. P.O.M. KAPIKS POINT OF **BEGINNING** ISIDRO & MARIA MORALES REMAINDER OF 3.00 ACRES VOL. 2704, PG. 736 **1.25 ACRES** ARC DGKYLTX001 LLC 1.250 ACRES MARIO AND JUANA TORRES VOL. 4470, PG. 637 REMAINDER OF TRACTS 1 & 2 (8.863 ACRES) VOL. 300, PG. 1 CHARLIE RAMIREZ 0.99 ACRE VOL. 2704, PG. 745 JOSE MONTOYA 3.147 ALRES VOL. 1717, PG. 501 JOHN STEWART SURVEY, NO. 14 BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 4470, PAGE 637 (O.P.R.H.C.TX.) Carlson, Brigance & Doering, Inc. PATH:- J: 4576-097\SURVEY\FN-R136776 1.250 ACRES ANNEXATION

1.388 Acres JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF LOT 11A, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 OF THE HAYS COUNTY PLAT RECORDS (H.C.P.R.) CONVEYED TO ELIAS SANCHEZ, IN VOLUME 2052, PAGE 354 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.), SAID 1.388 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northwestern right-of-way line of C.R. 157 (50' R.O.W), for the southernmost corner of Lot 118 of said Southbend I, also being the easternmost corner of said Lot 11A, for the POINT OF BEGINNING and the easternmost corner of the herein described tract,

THENCE, with the northwestern right-of-way line of said C.R. 157 (50' R.O.W), common to the southeastern boundary line of said Lot 11A, S44°55'30"W, for a distance of 151.90 feet to a point for the southernmost corner of said Lot 11A, also being the easternmost corner of Lot 8 of said Southbend I,

**THENCE**, with the common boundary line of said Lot 11A and said Lot 8 the following two (2) courses and distances, numbered 1 through 2:

- 1) N46°00'07"W, for a distance of 395.00 feet to a point for an interior ELL corner of said Lot 8, and
- 2) N44°55′34″E, for a distance of 154.29 feet to a point for the westernmost corner of said Lot 11B, also being the northernmost corner of the herein described tract,

THENCE, with the common boundary line of said Lot 11A and said Lot 11B, S45°39'17"E, for a distance of 394.97 feet to the POINT OF BEGINNING, and containing 1.388 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

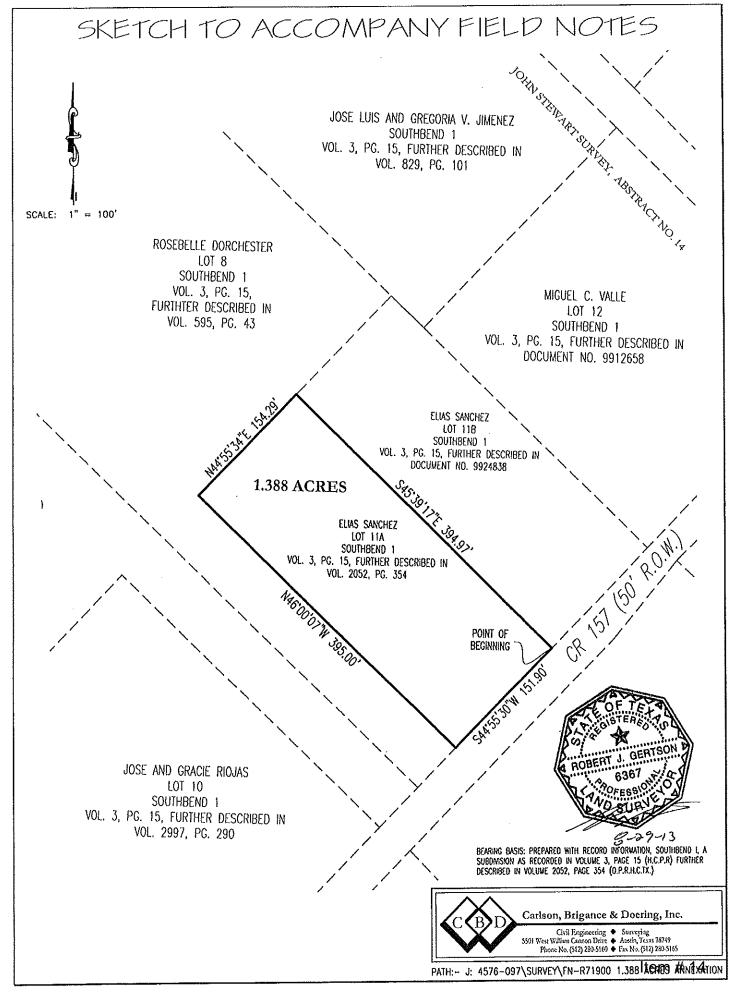
ROBERT J. GERTSON, R.P.L.S. NO. 6367 Carlson, Brigance and Doering, Inc. 5501 West William Cannon

Ph: 512-280-5160 Fax: 512-280-5165

rgertson@cbdeng.com

Austin, TX 78749





2.999 Acres JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF LOT 8, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 OF THE HAYS COUNTY PLAT RECORDS (H.C.P.R.) CONVEYED TO ROSEBELLE DORCHESTER, IN VOLUME 595, PAGE 43 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.), SAID 2.999 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northwestern right-of-way line of C.R. 157 (50' R.O.W), for the southernmost corner of Lot 11A of said Southbend I, also being the easternmost corner of said Lot 8, for the POINT OF BEGINNING and the easternmost corner of the herein described tract,

THENCE, with the northwestern right-of-way line of said C.R. 157 (50' R.O.W), common to the southeastern boundary line of said Lot 8, S44°55'30"W, for a distance of 59.96 feet to a point for the southernmost corner of said Lot 8, also being the easternmost corner of Lot 7 of said Southbend I,

THENCE, with the common boundary line of said Lot 7 and said Lot 8, N46°00'07"W, for a distance of 688.08 feet to a point in the southeastern boundary line of a 15.946 acre tract conveyed to Thomas D. & Marcella A. Odell, in document # 9922800 of the O.P.R.H.C.TX., for the northernmost corner of said Lot 7, also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 15.946 acre tract and said Lot 8, N44°39′00″E, for a distance of 364.05 feet to a point for the westernmost corner of Lot 9 of said Southbend 1, also being the northernmost corner of said Lot 8,

THENCE, with the common boundary line of said Lot 9 and said Lot 8, S45°56′33″E, for a distance of 294.83 feet to a point for the northernmost corner of Lot 11B of said Southbend 1, also being the northernmost eastern corner of the herein described tract,

THENCE, with the common boundary line of said Lot 11B, said Lot 11A and said Lot 8, S44°55′34″W, for a distance of 303.81 feet to a point for the westernmost corner of said Lot 11A, also being an interior ELL corner of said Lot 8,

THENCE, with the common boundary line of said Lot 11A and said Lot 8, S46°00′07″E, for a distance of 395.00 feet to the POINT OF BEGINNING, and containing 2.999 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R), NO ON-THE-GROUND SURVEY WAS PERFORMED

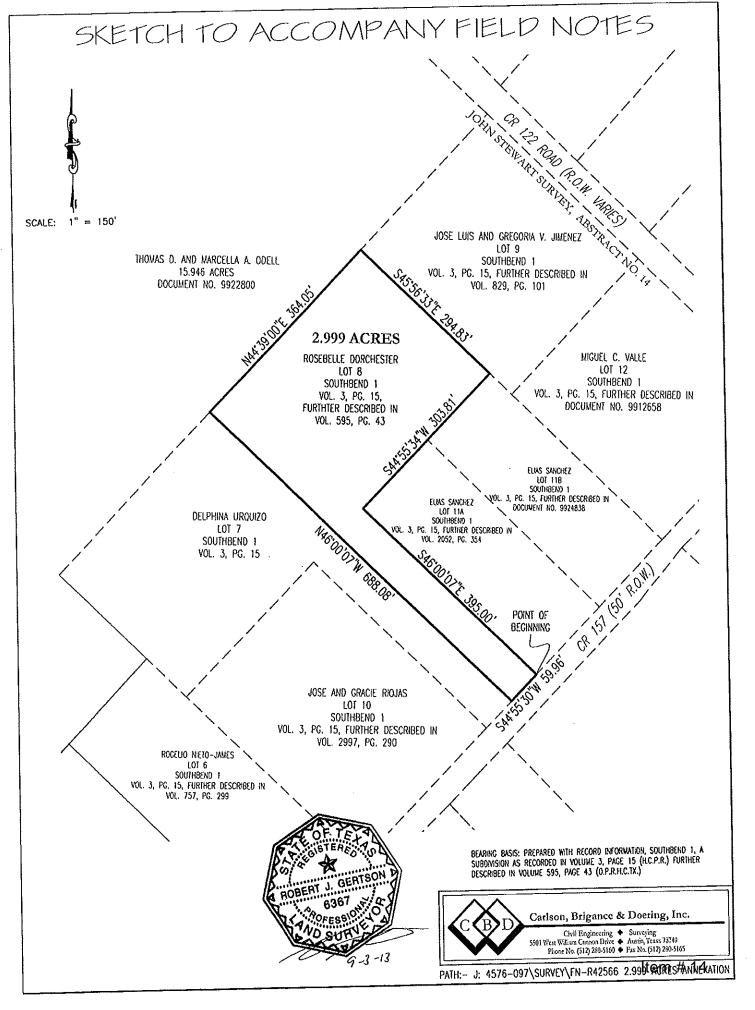
Prepared by:

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





18.210 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 18.211 ACRE TRACT OF LAND, CONVEYED TO BALDEMAR ESPINOZA ET AL IN VOLUME 1222, PAGE 355, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 18.210 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southern right-of-way line of C.R. 122 (R.O.W. varies), at the eastern corner of a 1.00 acre tract of land conveyed to Isidro Morales in Volume 1878, Page 682 (O.P.R.H.C.TX.), also being the northernmost corner of said 18.211 acre tract for the northernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 18.211 acre tract and said southern right-of-way line of C.R. 122, the following 2 (two) courses and distances, numbered 1 and 2,

- 1. S48°38'00"E, for a distance of 158.29 feet to a point, and
- 2. S46°57'31"E, for a distance of 354.92 feet to a point at the easternmost corner of said 18.211 acre tract, also being the northernmost corner of an 18.298 acre tract of land conveyed to North Hays County Optimist Foundation, Inc. in Volume 1277, Page 117 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract of land,

THENCE, S44°30′00″W, for a distance of 1549.63 feet to a point in the northern boundary line of Cottonwood Hollow Section 2, a subdivision recorded in Volume 10, Page 177 (O.P.R.H.C.TX.), also being the most southern corner of said 18.211 acre tract, and also the westernmost corner of said 18.298 acre tract,

THENCE, with the common boundary line of sald Cottonwood Hollow Section 2, and said 18.211 acre tract, N46°27′58″W, for a distance of 512.94 feet to a point at the westernmost corner of said 18.211 acre tract, also being a southeastern corner of a 10.00 acre tract of land conveyed to Maurilio & Yolanda Zuniga in Volume 300, Page 8 (O.P.R.H.C.TX.), for the western corner of the herein described tract,

THENCE, with the common boundary line of said 18.211 acre tract, said 10.00 acre tract, a 4.0 acre tract conveyed to the Estate of Marylou and Ector Gonzales in Vol. 723, Pg. 231, (O.P.R.H.C.TX.), a 6.0 acre tract conveyed to the Estate of Marylou and Ector Gonzales in Vol. 723, Pg. 5, (O.P.R.H.C.TX.), the remainder of a tract conveyed to Mario and Juana Torres in Vol. 300, Pg. 1, (O.P.R.H.C.TX.), a 3.147 acre tract conveyed to Jose Montoya in Vol. 1717, Pg. 501, (O.P.R.H.C.TX.), and said 1.0 acre Morales tract, N44°30′00″E, for a distance of 1540.58 feet to the **POINT OF BEGINNING** and containing 18.210 acres of land.

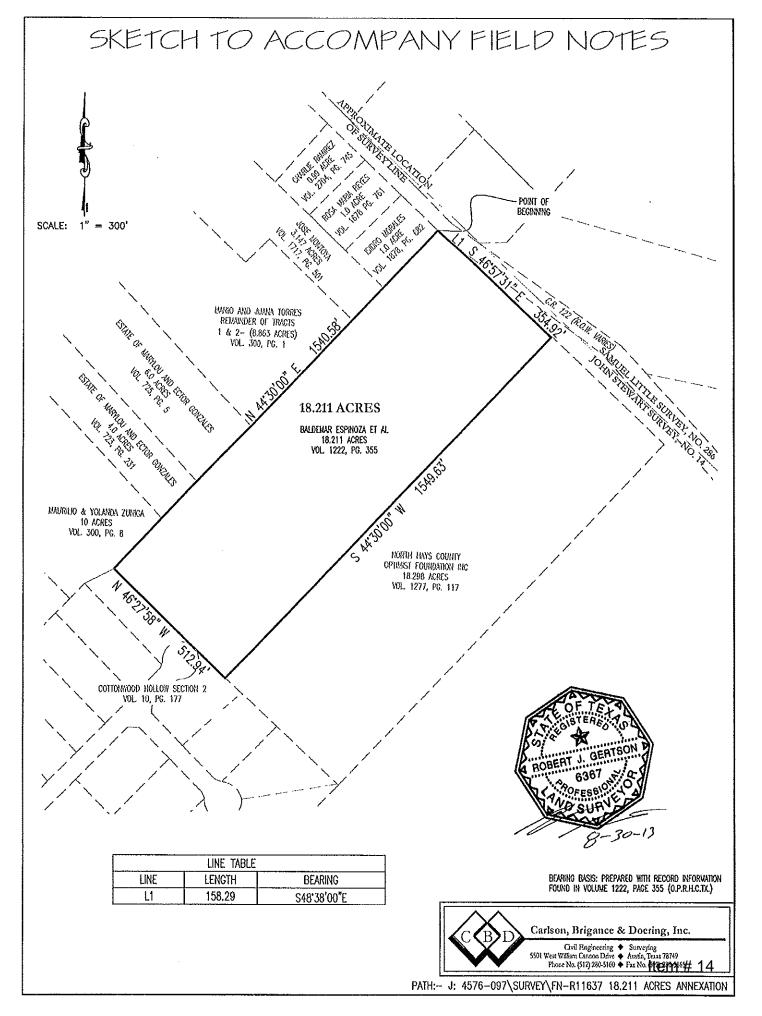
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1222, PAGE 355 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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



1.000 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1 ACRE TRACT, CONVEYED TO FABIAN MARTINEZ (REFERRED TO HEREON AS THE MARTINEZ TRACT) IN VOLUME 1717, PAGE 519 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 northeastern boundary line of a 6.0 acre tract, conveyed to the Estate of Marylou and Ector Gonzales In Volume 725, Page 5 of the O.P.R.H.C.TX., for the southernmost corner of a 1 acre tract, conveyed to Paul and Rebecca Mercado (referred to hereon as the Mercado Tract) in Volume 436, Page 227 of the O.P.R.H.C.TX., also being the westernmost corner of said Martinez tract, for the POINT OF BEGINNING and the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said Martinez Tract and said Mercado Tract, N44°56′00″E, for a distance of 135.17 feet to a point on the southwestern boundary line of the remainder of a 10.00 acre tract conveyed to Mario and Juana Torres in Volume 300, Page 1 of the O.P.R.H.C.TX., for the easternmost corner of said Mercado Tract, also being the northernmost corner of the herein described tract,

THENCE, with the boundary line of said Martinez tract, the following 2 courses and distances numbered 1 through 2:

- 1. S45°01′17″E, for a distance of 322.40 feet to a point for the easternmost corner of the herein described tract,
- S44°56′00″W, for a distance of 135.14 feet to a point in the common boundary line of said 6.0 acre tract and the
  remainder of said 10.00 acre tract for the southernmost corner of the herein described tract, also being the
  southernmost corner of said Martinez Tract,

THENCE, with the common boundary line of said 6.0 acre tract and the remainder of said Martinez tract, N45°01'36"W, for a distance of 322.40 feet to the **POINT OF BEGINNING**, and containing 1.000 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1717, PAGE 519 (O.P.R.H.C.TX.), NO ON THE GROUND SURVEY WAS PERFORMED

Prepared by:

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

ROBERT J. GERTSON DE 6367

# SKETCH TO ACCOMPANY FIELD NOTES JOHN STEWART SURVEY, A-14 SCALE: 1" = 100' 1.000 ACRES POINT OF **BEGINNING** STATE OF MARKED I AND SECTOR CONCRUES 8-29-13 BEARING BASIS; PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1717, PAGE 519 (O.P.R.H.C.TX.) Carlson, Brigance & Doering, Inc.

6.000 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS; BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 6.00 ACRE TRACT OF LAND, CONVEYED TO THE ESTATE OF MARYLOU AND ECTOR GONZALES IN VOLUME 725, PAGE 5, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 6.000 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southeastern right-of-way line of Go Forth Road (R.O.W. varies), at the northernmost corner of a 4.00 acre tract of land conveyed to the Estate of Marylou and Ector Gonzales in Volume 723, Page 231 (O.P.R.H.C.TX.), also being the westernmost corner of said 6.00 acre tract, for the western corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 6.00 acre tract and said southeastern right-of-way line of Go Forth Road, N44°56′00″E, for a distance of 252.63 feet to a point at the northern corner of sald 6.00 acre tract, also being the western corner of a 1.00 acre tract of land conveyed to Paul and Rebecca Mercado in Volume 436 Page 227 (O.P.R.H.C.TX.), for the northern corner of the herein described tract,

THENCE, with the common boundary line of said 6.00 acre tract, said 1.00 acre tract, a 1 acre tract conveyed to Fabian Martinez in Vol. 1717, Pg. 231, (O.P.R.H.C.TX.), and the remainder of Tracts 1 & 2, being an 8.863 acre tract of land conveyed to Mario and Juana Torres in Volume 300 Page 1 (O.P.R.H.C.TX.), S45°04′00″E, for a distance of 1033.61 feet to a point in the northwestern boundary line of an 18.211 acre tract of land conveyed to Baldemar Espinoza Et Al in Volume 1222 Page 355, at the easternmost corner of said 6.00 acre tract, also being the most southern corner of said Torres tract for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 6.00 acre tract and said 18.211 acre tract, S44°30'00"W, for a distance of 252.64 feet to a point at the southernmost corner of said 6.00 acre tract, also being the easternmost corner of a 4.00 acre tract of land conveyed to the Estate of Marylou and Ector Gonzales, for the southernmost corner of the herein described tract,

THENCE, N45°04'00"W, for a distance of 1035.53 feet back to the POINT OF BEGINNING and containing 6.000 acres of land.

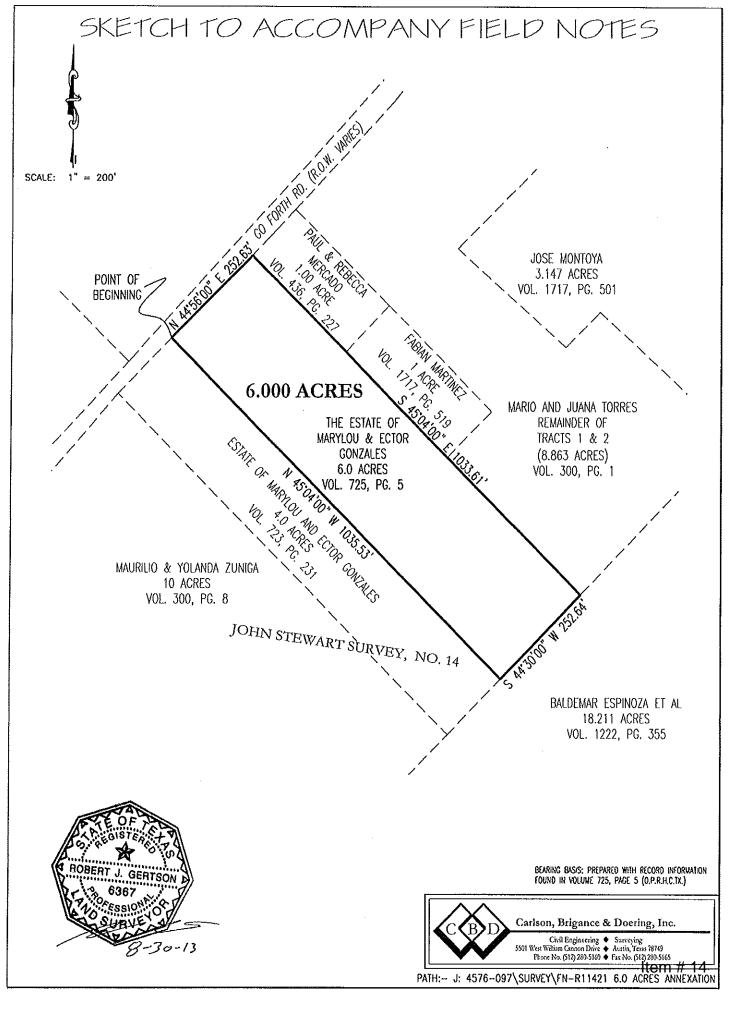
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 725, PAGE 5 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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





(Attachment number 1 \nPage 2

4.000 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 4.00 ACRE TRACT OF LAND, CONVEYED TO THE ESTATE OF MARYLOU AND ECTOR GONZALES IN VOLUME 723, PAGE 231, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 4.000 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southeastern right-of-way line of Go Forth Road (R.O.W. varies), at the westernmot corner of said 4.00 acre tract of land, also being the northernmost corner of a 10.00 acre tract of land conveyed to Maurilio & Yolanda Zuniga in Volume 300 Page 8 (O.P.R.H.C.TX.), for the westernmost corner and POINT OF BEGINNING of the herein described tract.

THENCE, with the common boundary line of sald 4.00 acre tract and the southeasterly right-of-way line of said Go Forth Road, N44°56′00″E, for a distance of 168.16 feet to a point at the northernmost corner of said 4.00 acre tract, also being the westernmost corner of a 6.00 acre tract of land conveyed to the Estate of Marylou and Ector Gonzales in Volume 725 Page 5 (O.P.R.H.C.TX.), for the northern corner of the herein described tract,

THENCE, with the common boundary line of said 6.00 acre tract and said 4.00 acre tract, S45°04'00"E, for a distance of 1035.53 feet to a point in the northwestern boundary line of an 18.211 acre tract of land conveyed to Baldemar Espinoza et al in Volume 1222, Page 355 (O.P.R.H.C.TX.), same being the easternmost corner of said 4.00 acre tract, also being the southernmost corner of said 6.00 acre tract, for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 4.00 acre tract and said 18.211 acre tract, S44°30'00"W, for a distance of 168.16 feet to a point at the southernmost corner of said 4.00 acre tract, also being the easternmost corner of said 10.00 acre tract, for the southernmost corner of the herein described tract,

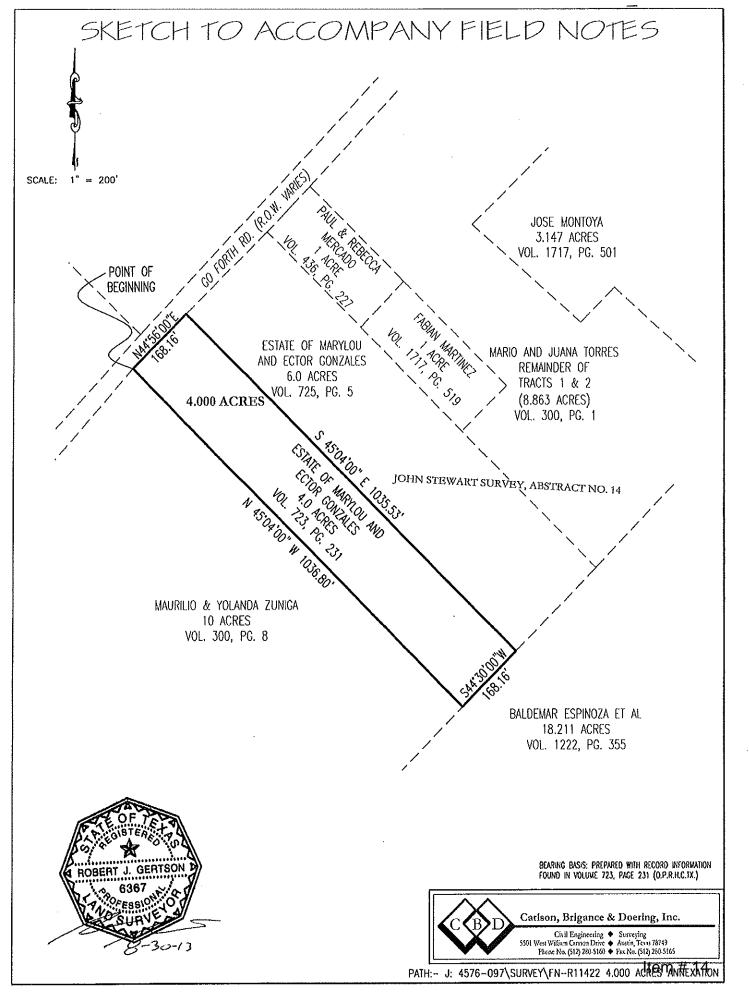
THENCE, with the common boundary line of said 4.00 acre tract and said 10.00 acre tract, N45°04'00"W, for a distance of 1036.80 feet to the POINT OF BEGINNING and containing 4.000 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 723, PAGE 231 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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



2.423 Acres JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF LOT 9, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 OF THE HAYS COUNTY PLAT RECORDS (H.C.P.R.) CONVEYED TO JOSE LUIS & GREOGORIA V. JIMENEZ, IN VOLUME 829, PAGE 101 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.), SAID 2.423 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point on the southwestern right-of-way line of C.R. 122 (R.O.W. varies), for the northernmost corner of Lot 12 of said Southbend I, also being the easternmost corner of said Lot 9, for the **POINT OF BEGINNING** and the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said Lot 9 and said Lot 12, S44°47′13″W, for a distance of 305.70 feet to a point in the northeastern boundary line of Lot 11B of said Southbend I, for the westernmost corner of said lot 12 also being the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said Lot 9, said Lot 11B and Lot 8 of said Southbend I, N45°56'33"W, for a distance of 344.88 feet to a point in the southeastern boundary line of a 15.946 acre tract conveyed to Thomas D. & Marcella A. Odell in document # 9922800 of the O.P.R.H.C.TX., for the northernmost corner of said Lot 8, also being the westernmost corner of said Lot 9,

THENCE, with the common boundary line of said 15.946 acre tract and said Lot 9, N44°39′00″E, for a distance of 305.70 feet to a point for the easternmost corner of said 15.946 acre tract, also being the northernmost corner of said Lot 9,

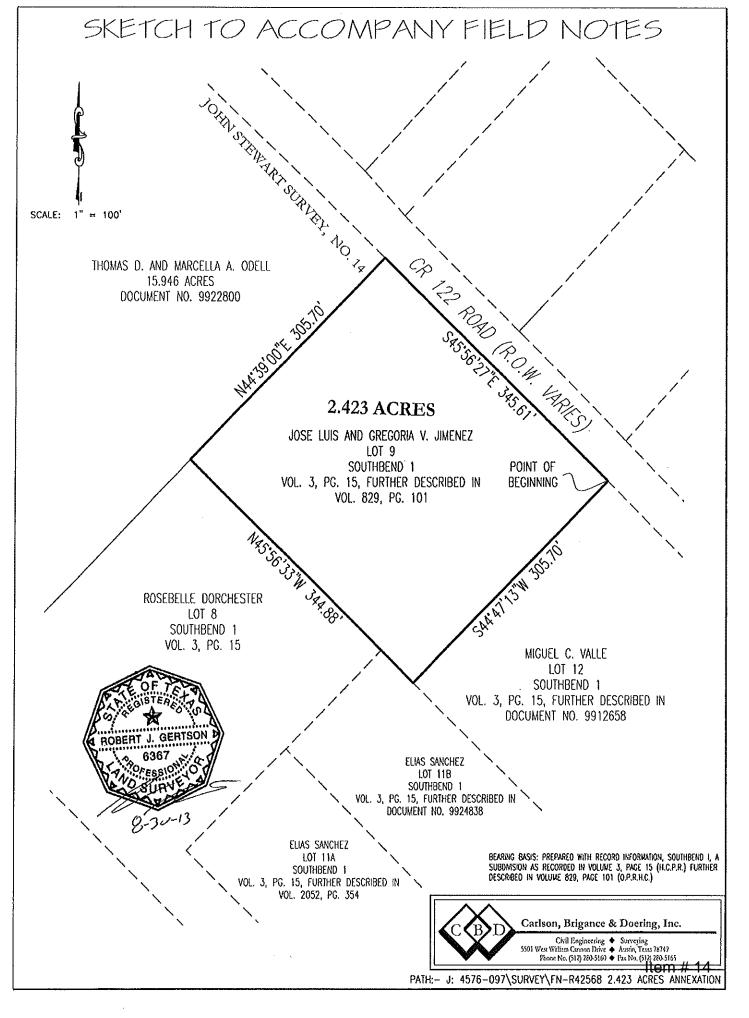
THENCE, with the southwestern right-of-way line of said C.R. 122 (R.O.W. varies), common to the northeastern boundary line of said Lot 9, S45°56′27″E, for a distance of 345.61 feet to the POINT OF BEGINNING, and containing 2.423 acres of land.

THIS SURFVEY WAS PREPARED FROM RECORD INFORMATION, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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



1,000 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1 ACRE TRACT, CONVEYED TO PAUL AND REBECCA MERCADO (REFERRED TO HEREON AS THE MERCADO TRACT) IN VOLUME 436, PAGE 227 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 southeastern right-of-way line of Go Forth Road (R.O.W varies) for the northernmost corner of a 6.0 acre tract, conveyed to the Estate of Marylou and Ector Gonzales in Volume 725, Page 5 of the O.P.R.H.C.TX., also being the westernmost corner of said Mercado tract, for the **POINT OF BEGINNING** and the westernmost corner of the herein described tract,

THENCE, with the common boundary line of the southeastern right-of-way of said Go Forth Road (R.O.W. varies), said Mercado Tract, N44°56′00″E, a distance of 135.00 feet to a point on the northwestern boundary line of the remainder of a 10.00 acre tract, conveyed to Mario and Juana Torres in Volume 300, Page 1 of the O.P.R.H.C.TX., for the northernmost corner of said Mercado Tract, also being the northernmost corner of the herein described tract,

THENCE, with the northern boundary line of said Mercado Tract, S45°01′36″E, a distance of 322.67 feet to a point for the northernmost corner of a 1 acre tract conveyed to Fabian Martinez (referred to hereon as the Martinez Tract) In Volume 1717, Page 519 of the O.P.R.H.C.TX., also being the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said Mercado Tract and said Martinez Tract, S44°56′00″W, for a distance of 135.00 feet to a point on the common boundary line of said 6.0 acre tract and said Mercado Tract, for the westernmost corner of said Martinez Tract, also being the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 6.0 acre tract and said Mercado Tract, N45°01'36"W, for a distance of 322.67 feet to the POINT OF BEGINNING, and containing 1.000 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 436, PAGE 227 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

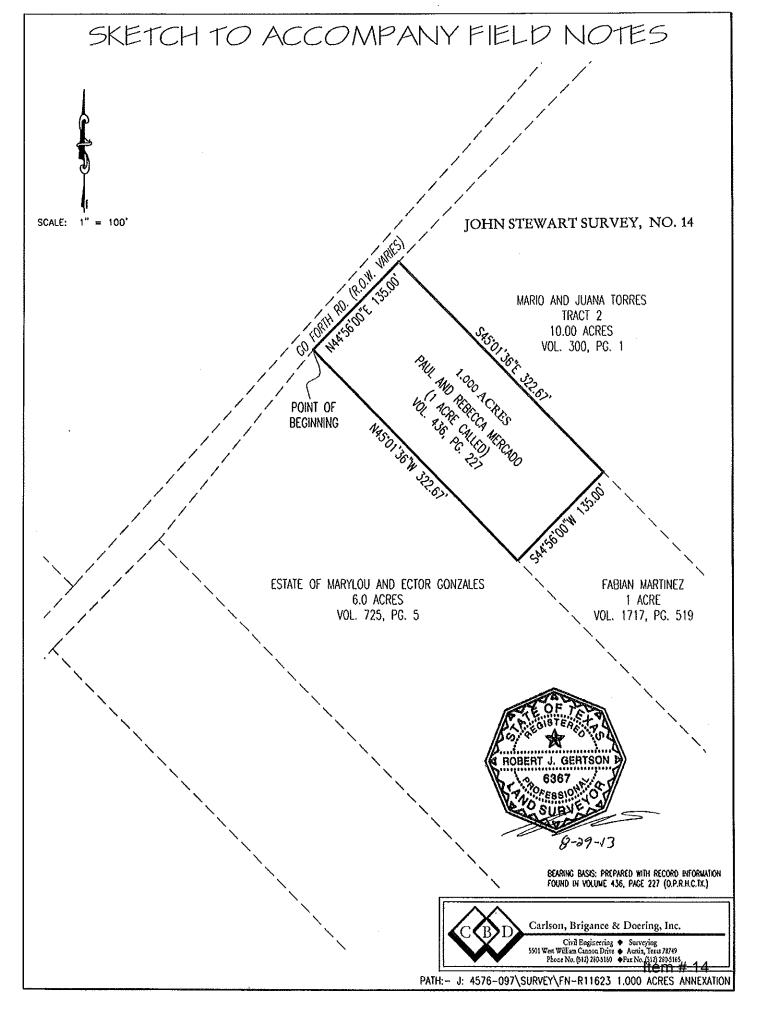
Prepared by:

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





3.147 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 3.147 ACRE TRACT OF LAND, CONVEYED TO JOSE MONTOYA IN VOLUME 1717 PAGE 501 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 3.147 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point in the northwestern boundary line of an 18.211 acre tract of land conveyed to Baldemar Espinoza et al in Volume 1222 Page 355 (O.P.R.H.C.TX.), said point marking the southernmost corner of a 1.0 acre tract of land conveyed to Isidro Morales, referred to hereon as the Morales Tract, in Volume 1878 Page 682 (O.P.R.H.C.TX.), also being the easternmost corner of said 3.147 acre tract, for the easternmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 3.147 acre tract and said 18.211 acre tract, S44°31′13″W, for a distance of 148.41 feet to a point at the southernmost corner of said 3.147 acre tract, also being the easternmost corner of a tract of land conveyed to Mario and Juana Torres, the remainder of Tract 1 & Tract 2 in Volume 300, Page 1 (O.P.R.H.C.TX.) referred to hereon as the Torres Tract, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 3.147 acre tract, and said Torres Tract, the following 4 (four) courses and distances, numbered 1 through 4,

- 1. N48°17'04"W, for a distance of 370.29 feet to a point,
- 2. \$44°56'00"W, for a distance of 108.20 feet to a point,
- 3. N48°17'04"W, for a distance of 321.10 feet to a point, for the westernmost corner of said 3.147 acre tract, also being the westernmost corner of the herein described tract, and
- 4. N44°56′00″E, for a distance of 256.67 feet to a point marking the southernmost corner of a 1.75 acre tract conveyed to Isidro and Maria Morales in Volume 2704, Page 736 (O.P.R.H.C.TX.), also being the westernmost corner of a 1.25 acre tract of land conveyed to ARC DGKYLTX001 LLC in Volume 4470 Page 637 (O.P.R.H.C.TX.), for the northernmost corner of the herein described tract,

THENCE, with the common boundary line of said 1.25 acre tract, a 0.99 acre tract conveyed to Charlie Ramirez in Volume 2704, Page 745 (O.P.R.H.C.TX.), a 1.0 acre tract conveyed to Rosa Maria Reyes in Volume 1678, Page 761 (O.P.R.H.C.TX.), and said 1.0 acre Morales Tract, S48°17′04″E, for a distance of 690.32 feet to the POINT OF BEGINNING and containing 3.147 acres of land.

8-30-13

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1717, PAGE 501 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by:

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

ROBERT J. GERTSON A
6367
SURVE

### SKETCH TO ACCOMPANY FIELD NOTES SCALE: 1" = 200"ISIDRO & MARIA MORALES 1.75 ACRES VOL. 2704, PG. 736 ARC DGKYLTX001 LLC 1.25 ACRES VOL. 4470, PG. 637 CHARLIE RANIREZ 0.99 ACRE VOL. 2704, PG. 745 3,147 ACRES ROSA MARIA REYES 1.0 ACRE JOSE MONTOYA (3.147 ACRES CALLED) VOL. 1717, PG. 501 VOL. 1678 PG. 761 IS!DRO MORALES 1.0 ACRE VOL. 1878, PG. 682 POINT OF-BEGINNING JOHN STEWART SURVEY, NO. 14 BALDEMAR ESPINOZA ET AL 18.211 ACRES VOL. 1222, PG. 355 8-30-13 LINE TABLE BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1717, PAGE 501 (O.P.R.H.C.IX.) LINE LENGTH **BEARING** L1 148.41 S44'31'13"W 12 108.20 S44'56'00"W Carlson, Brigance & Doering, Inc. PATH:- J: 4576-097\SURVEY\FN-R97786 3.147 ACRES ANNEXATION

1.000 ACRE
JOHN STEWART SURVEY, ABSTRACT NO. 14
HAYS COUNTY, TEXAS
ANNEXATION

### FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.0 ACRE TRACT OF LAND CONVEYED TO ISIDRO MORALES IN VOLUME 1878 PAGE 682, 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 found on the southern right-of-way line of Go Forth Road (R.O.W. varies), at the northernmost corner of sald Morales Tract, also being the easternmost corner of a 1.0 acre tract of land conveyed to Rosa Maria Reyes in Volume 1678 Page 761 (O.P.R.H.C.TX.), for the northernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said southerly right-of-way line and said Morales Tract, S48°20'00"E, for a distance of 167.71 feet to a point at the easternmost corner of said Morales Tract, also being the most northern corner of an 18.211 acre tract of land conveyed to Baldemar Espinoza Et Al in Volume 1222, Page 355 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said Morales Tract and said 18.211 acre tract, S44°30'00"W, for a distance of 260.05 feet to a point at the southern corner of said Morales Tract, also being the most eastern corner of a 3.147 acre tract of land conveyed to Jose Montoya in Volume 1717 Page 501 (O.P.R.H.C.TX.), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said Morales Tract and said 3.147 acre tract, N48°20'00"W, for a distance of 167.71 feet to a point at the westernmost corner of said Morales Tract, also being the southernmost corner of said Reyes Tract, for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said Morales Tract and said Reyes Tract, N44°30'00"E, for a distance of 260.05 feet back to the POINT OF BEGINNING and containing 1.000 acre of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1878, PAGE 682 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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

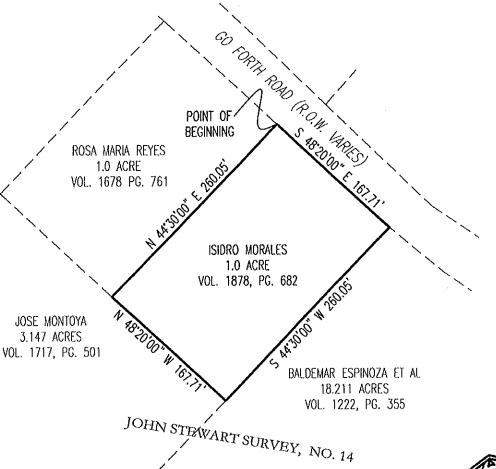
aaron@cbdeng.com



### SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100"



BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1878, PAGE 682 (O.P.R.H.C.IX.)



### Carlson, Brigance & Doering, Inc.

Chill Engineering Surveying

5501 West William Cannon Drive Awatin, Yeas 18749

From No. (512) 280-5169 Fas No. (512) 280-5165

HOTH # 1

PATH:— J: 4626\SURVEY\FN-R11559 1.0 ACRE ANNEXATION

1.75 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 3.00 ACRE TRACT OF LAND, CONVEYED TO ISIDRO & MARIA MORALES IN VOLUME 2704 PAGE 736 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1.75 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southeasterly right-of-way line of Go Forth Road (R.O.W. varies), at the northern corner of the remainder of Tracts 1 & 2, (8.863 acres) conveyed to Mario & Juana Torres in Volume 300, Page 1 (O.P.R.H.C.TX.), also being the most western corner of said remainder of 3.00 acre tract, for the westernmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said southeasterly right-of-way line of Go Forth Road and said remainder of 3.00 acre tract, the following 5 (five) courses and distances, numbered 1 through 5,

- 1. N44°34'23"E, for a distance of 110.48 feet to a point,
- 2. N56°46'34"E, for a distance of 17.15 feet to a point,
- 3. N56°56'34"E, for a distance of 41.70 feet to a point,
- 4. N81°42'43"E, for a distance of 69.84 feet to a point, and
- 5. \$70°36′39″E, for a distance of 102.44 feet to a point in the southwesterly right-of-way line of C.R. 122 (R.O.W. Varies), for a northern corner of said remainder of 3.00 acre tract,

THENCE, with the common boundary line of said remainder of 3.00 acre tract, and said southwesterly right-of-way line of C.R. 122, S48°21'00"E, for a distance of 163.06 feet to a point at the northernmost corner of a 1.25 acre tract of land conveyed to ARC DGKYLTX001 LLC in Volume 4470 Page 637 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the boundary line of said 1.25 acre tract, S41°40′00″W, for a distance of 259.47 feet to a point on the southern boundary line of said 3.00 acre tract, said point marking the westernmost corner of said 1.25 acre tract, also being an eastern corner of said 6.551 acre tract, for the southern corner of the herein described tract,

THENCE, with the common boundary line of said remainder of 3.00 acre tract, and said 6.551 acre tract, N48°20′00″W, for a distance of 323.85 feet to the POINT OF BEGINNING and containing 1.75 acres of land.

Prepared by:

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

ROBERT J. GERTSON P

BEARING BASIS: PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2704, PAGE 736 (O.P.R.H.C.TX.) NO ON-THE-GROUND SURVEY WAS PERFORMED.

### SKETCH TO ACCOMPANY FIELD NOTES SCALE: 1" = 100' FORTH ROAD (R.O.W. POINT OF BEGINNING **1.75 ACRES** ISIDRO & MARIA MORALES REMAINDER OF 3.00 ACRES VOL. 2704, PG. 736 MARIO AND JUANA TORRES REMAINDER OF ARC DGKYLTX001 LLC TRACTS 1 & 2 1.25 ACRES (8.863 ACRES) VOL. 4470, PG. 637 VOL. 300, PG. 1 JOHN STEWART SURVEY, NO. 1 JOSE MONTOYA 3.147 ACRES VOL. 1717, PG. 501 LINE TABLE BEARING LINE LENGTH BEARING BASIS; PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 2704, PAGE 736 (O.P.R.H.C.TX.) 110.48 11 N44'34'23"E 1.2 17.15 N56'46'34"E 1.3 41.70 N56'56'34"E Carlson, Brigance & Doering, Inc. Civil Engineering Surveying S501 West William Cannon Drive Austin, Texas 78749 Fhone No. (\$12) 289-5109 Fas No. (\$12) 289-5165 69.84 L4 N81'42'43"E 102.44 L5 S70'36'39"E

PATH:- J: 4576-097\SURVEY\FN-R11640 1.75 ACRES ANNEXATION

15.404 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 15.946 ACRE TRACT OF LAND, CONVEYED TO THOMAS D. AND MARCELLA A. ODELL IN VOLUME 1111 PAGE 447, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 15.404 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southwestern right-of-way line of C.R. 122 (R.O.W. varies), also being on the northwestern line of said 15.946 acre tract, also being the southeastern line of Southlake Section 1, a subdivision recorded in Volume 3064 Page 554 (O.P.R.H.C.TX.),

THENCE, with the said southwestern right-of-way line of C.R. 122, S45°49′48″E, for a distance of 669.56 feet to a point in the southeastern line of said 15.946 acre tract, also being in the northwestern line of Lot 9, Southbend 1, a subdivision recorded in Volume 3 Page 15 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 15.946 acre tract, and said Southbend 1, S44°39'00"W, for a distance of 1005.33 feet to a point at the southernmost corner of said 15.946 acre tract, also being the westernmost corner of Lot 7 of said Southbend 1, and also being in the northeastern line of a remainder of 46.476 acre tract conveyed to Thomas D. & Marcella A. Odell in Volume 362 Page 705 (O.P.R.H.C.TX.), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 15.946 acre tract and the said northern boundary line of the said remainder of a 46.476 acre tract, N46°19'00"W, for a distance of 661.74 feet to a point in the eastern boundary line of said Southlake Section 1, also being the westernmost corner of said 15.946 acre tract, for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 15.946 acre tract and said Southlake Section 1, N44°12′11″E, for a distance of 1010.91 feet to the POINT OF BEGINNING and containing 15.404 acres of land.

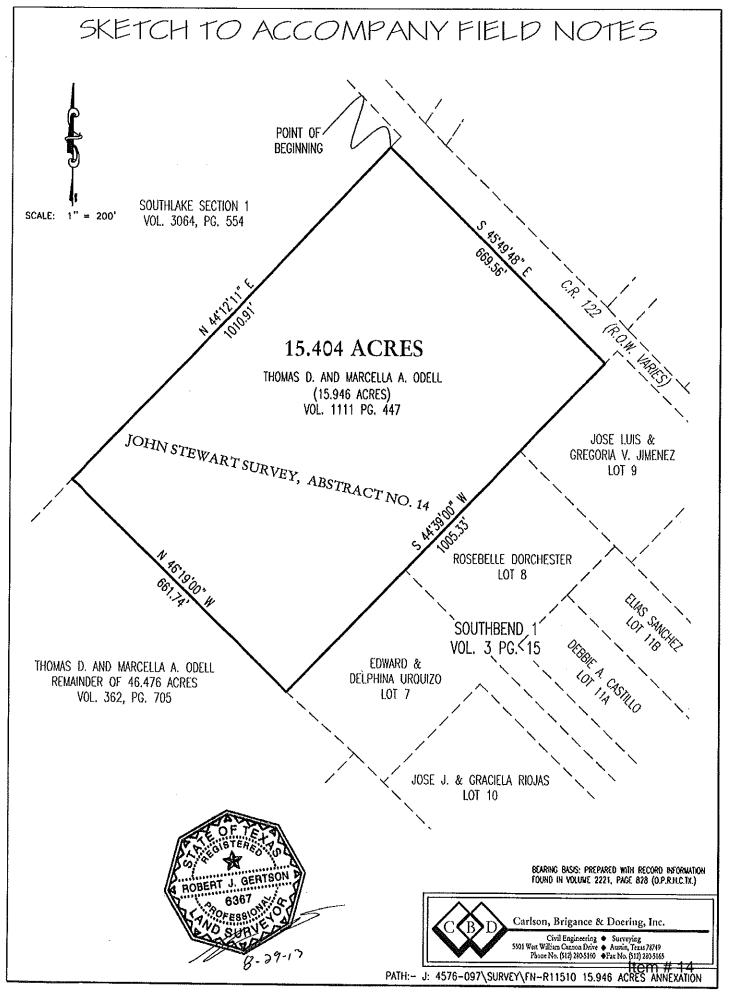
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1111, PAGE 447 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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

ROBERT J. GERTSON D



0.995 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 0.99 ACRE TRACT OF LAND, CONVEYED TO CHARLIE RAMIREZ IN VOLUME 2704, PAGE 745, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 0.995 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point found on the southern right-of-way line of Go Forth Road (R.O.W. varies), at the northern corner of said 0.99 acre tract of land, also being the easternmost corner of a 1.25 acre tract of land conveyed to ARC DGKYLTX001, LLC in Volume 4470 Page 637 (O.P.R.H.C.TX.), for the northernmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 0.99 acre tract and said southerly right-of-way line of Go Forth Road, S48°21'00"E, for a distance of 173.11 feet to a point at the easternmost corner of said 0.99 acre tract, also being the northernmost corner of a 1.0 acre tract of land conveyed to Rosa Maria Reyes in Volume 1678 Page 761 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 0.99 acre tract and said 1.0 acre tract, S44°24'07"W, for a distance of 259.91 feet to a point at the southernmost corner of said 0.99 acre tract, also being the westernmost corner of said 1.0 acre tract, also being a point on the northern boundary line of a 3.147 acre tract of land conveyed to Jose Montoya in Volume 1717 Page 501 (O.P.R.H.C.TX.), for the southernmost corner of the herein described tract,

**THENCE**, with the common boundary line of said 0.99 acre tract and said 3.147 acre tract, N48°20'00"W, for a distance of 160.70 feet to a point at the westernmost corner of said 0.99 acre tract, also being the southernmost corner of said 1.25 acre tract, for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 0.99 acre tract and said 1.25 acre tract, N41°40′00″E, for a distance of 259.56 feet to the POINT OF BEGINNING and containing 0.995 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2704, PAGE 745 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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



# SKETCH TO ACCOMPANY FIELD NOTES SCALE: 1" = 100" CO OPA, POW ROW KARES POINT OF **BEGINNING** ARC DGKYLTX001 LLC 1.25 ACRES VOL. 4470, PG. 637 0.995 ACRES CHARLIE RAMIREZ 0.99 ACRES VOL. 2704, PG. 745 ROSA MARIA REYES 1.0 ACRE VOL. 1678 PG. 761 JOSE MONTOYA 3.147 ACRES VOL. 1717, PG. 501 ISIDRO MORALES JOHN STEWART SURVEY, NO. 14 1.0 ACRE VOL. 1878, PG. 682 BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 2704, PAGE 745 (O.P.R.H.C.TX.)



### Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying
5501 West Wiltem Cannon Drive Austin, Tesus 78149
Phone No. (512) 280-5169 Fig. 12(2) 2801165

PATH:- J: 4576-097\SURVEY\FN-R11558 0.995 ACRE ANNEXATION

0.999 ACRE 43,500 SQ. FT. JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1.0 ACRE TRACT OF LAND, CONVEYED TO ROSA MARIA REYES IN VOLUME 1678 PAGE 761, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 0.999 (43,500 SQRARE FEET) ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point found on the southern right-of-way line of Go Forth Road (R.O.W. varies), at the northern corner of said Reyes Tract, also being the eastern corner of a 0.99 acre tract of land conveyed to Charlie Ramirez in Volume 2704 Page 745 (O.P.R.H.C.TX.), for the northern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said southerly right-of-way line and said Reyes Tract, S48°20′00″E, for a distance of 167.73 feet to a point at the eastern corner of said Reyes Tract, also being the northernmost corner of a 1.0 acre tract of land conveyed to Isidro Morales in Volume 1878 Page 682 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said Reyes Tract and said Morales Tract, S44°33′25″W, for a distance of 259.97 feet to a point on the northern boundary line of a 3.147 acre tract of land conveyed to Jose Montoya in Volume 1717, Page 501 (O.P.R.H.C.TX.), said point being the southernmost corner of said Reyes Tract, also being the western corner of said Morales Tract, for the southern corner of the herein described tract,

THENCE, with the common boundary line of said Reyes Tract, and said 3.147 acre tract, N48°15'13"W, for a distance of 167.49 feet to a point at the westernmost corner of said Reyes Tract, also being the southernmost corner of said 0.99 acre tract, for the western corner of the herein described tract,

THENCE, with the common boundary line of said Reyes Tract, and said 0.99 acre tract, N44°30'33"E, for a distance of 259.73 feet back to the **POINT OF BEGINNING** and containing 0.999 acre (43,500 Sq. Ft.) of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1678, PAGE 761 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by: \_

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

aaron@cbdeng.com

ROBERT J. GERTSON D

# SKETCH TO ACCOMPANY FIELD NOTES SCALE: 1" = 100' CO CORITA PORO PON ARRIS ARC DGKYLTX001 LLC 1.25 ACRES VOL. 4470, PG. 637 POINT OF BEGINNING CHARLIE RAMIREZ 0.99 ACRE VOL. 2704, PG. 745 ROSA MARIA REYES (1.0 ACRE) VOL. 1678 PG. 761 ISIDRO MORALES JOSE MONTOYA 1.0 ACRE 3.147 ACRES VOL. 1878, PG. 682 VOL. 1717, PG. 501 JOHN STEWART SURVEY, NO. 14 BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUNE 1678, PAGE 761 (O.P.R.H.C.IX.) Catlson, Brigance & Doering, Inc.

8-29-13

C B 1)

Civil Engineering Surveying

S501 West William Cranton Drine Augus, Texas 18749

Phone No. (312) 280-5100 Fax No. (512) 280-5165

PATH: J: 4576-097\SURVEY\FN-R11557 0.999 ACRE ANNEXATION

2.751 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 2.75 ACRE TRACT OF LAND, CONVEYED TO JOSE J. & GRACIELA RIOJAS IN VOLUME 410 PAGE 873, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAME BEING LOT 10 OF SOUTHBEND 1, A SUBDIVISION RECORDED IN VOLUME 3 PAGE 15 (O.P.R.H.C.TX.), SAID 2.751 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point found on the northwestern right-of-way line of Go Forth Road (R.O.W. varies), also being the easternmost corner of said 2.75 acre tract, also being the southernmost corner of Lot 7 of said Southbend 1, said point also being the easternmost corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 2.75 acre tract, and said northwestern right-of-way line of Go Forth Road, \$44°55′30″W, for a distance of 303.40 feet to a point at the southern corner of said 2.75 acre tract, also being the eastern corner of Lot 6 of said Southbend 1, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 2.75 acre tract, and said Lot 6, N45°57'05"W, for a distance of 395.46 feet to a point at the westernmost corner of said 2.75 acre tract, also being a southern corner of said Lot 7, for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 2.75 acre tract, and said Lot 7, the following 2 (two) courses and distances, numbered 1 and 2,

 N44°55'34"E, for a distance of 303.01 feet to a point at the northernmost corner of said 2.75 acre tract, also being an interior corner of said Lot 7, for the northernmost corner of the herein described tract,

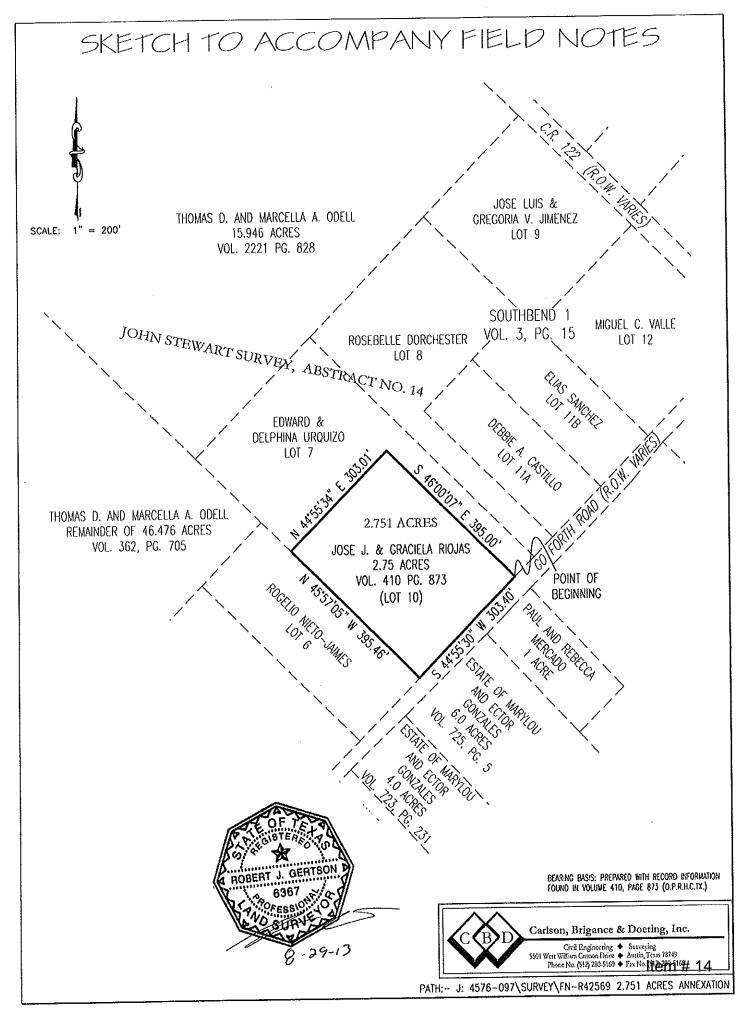
S46°00'07"E, for a distance of 395.00 feet to the POINT OF BEGINNING and containing 2.751 acres of land.

SURVEY WAS PERFORMED FROM RECORD INFORMATION FOUND IN VOLUME 410, PAGE 873 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by: \_

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



Tract 17

1.365 Acres JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF LOT 11B, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 OF THE HAYS COUNTY PLAT RECORDS (H.C.P.R.) CONVEYED TO ELIAS SANCHEZ, IN DOCUMENT NUMBER 9924838 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.), SAID 1.365 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northwestern right-of-way line of C.R. 157 (50' R.O.W), for the southernmost corner of Lot 12 of said Southbend I, also being the easternmost corner of said Lot 11B, for the POINT OF BEGINNING and the easternmost corner of the herein described tract,

THENCE, with the northwestern right-of-way line of said C.R. 157 (50' R.O.W), common to the southeastern boundary line of said Lot 11B, S44°55'30"W, for a distance of 151.50 feet to a point for the southernmost corner of said Lot 11B, also being the easternmost corner of Lot 11A of said Southbend I,

THENCE, with the common boundary line of sald Lot 118 and sald Lot 11A, N45°39'17"W, for a distance of 394.97 feet to a point in the southeastern boundary line of Lot 8 of said Southbend I, for the northernmost corner of said Lot 11A, also being the westernmost corner of said Lot 11B,

THENCE, with the common boundary line of said Lot 8 and said Lot 11B, N44°55′34″E, for a distance of 149.52 feet to a point in the southwestern boundary line of Lot 9 of said Southbend I, for the easternmost corner of said Lot 8, also being the northernmost corner of said Lot 11B,

THENCE, with the common boundary line of said Lot 9, said Lot 12 and said Lot 11B, S45°56'33"E, for a distance of 394.99 feet to the POINT OF BEGINNING, and containing 1.365 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

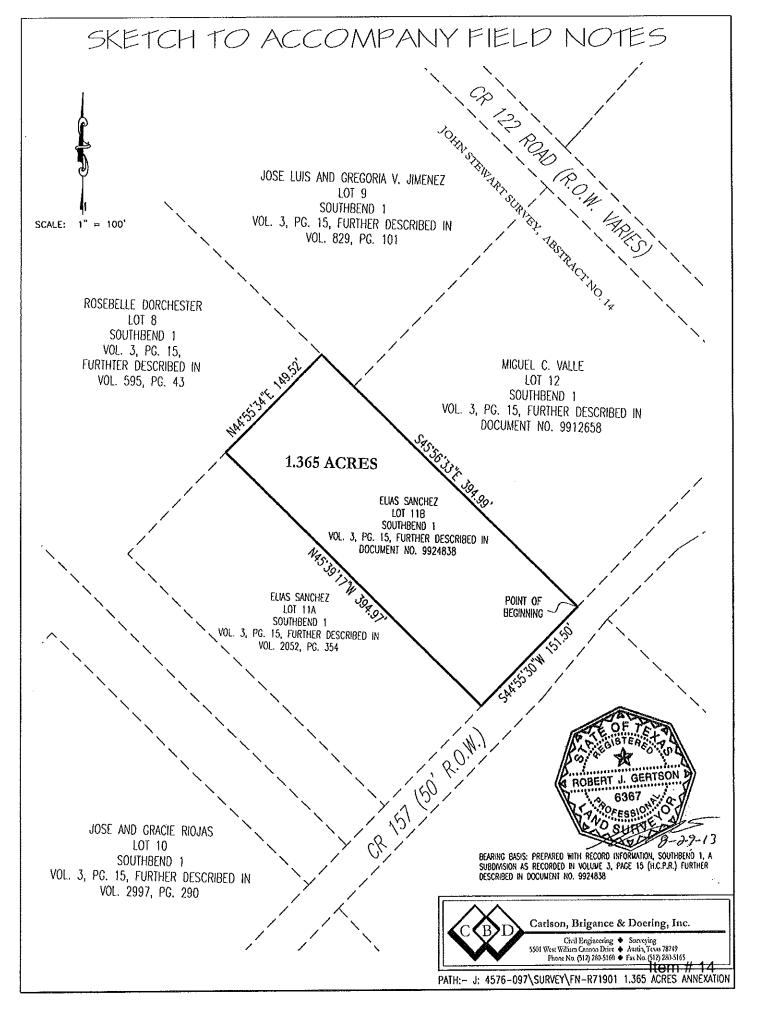
ROBERT J. GERTSON, R.P.L.S. NO. 6367 Carlson, Brigance and Doering, Inc. 5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165

rgertson@cbdeng.com





Tract 18

2.982 ACRES JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 2.98 ACRE TRACT OF LAND, CONVEYED TO EDWARD & DELPHINA UEQUIZO IN VOLUME 1515 PAGE 36, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAME BEING LOT 7 OF SOUTHBEND 1, A SUBDIVISION RECORDED IN VOLUME 3 PAGE 15 (O.P.R.H.C.TX.), SAID 2.982 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northwestern right-of-way line of Go Forth Road (R.O.W. varies), also being the most eastern corner of said 2.98 acre tract, also being the most southern corner of Lot 8 of said Southbend 1, said point also being the easternmost corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 2.98 acre tract and said northwestern right-of-way line of Go Forth Road, S44°55'30"W, for a distance of 60.04 feet to a point at the most southern corner of said 2.98 acre tract, also being the eastern corner of Lot 10 of said Southbend 1, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 2.98 acre tract, and said Lot 10, the following 2 (two) courses and distances, numbered 1 and 2,

- 1. N46°00'07"W, for a distance of 395.00 feet to a point at an interior corner of said 2.98 acre tract, also being the northern corner of said Lot 10, and
- 2. S44°55'34"W, for a distance of 303.01 feet to a point in the northeastern boundary line of Lot 6 of said Southbend 1, same being a southern corner of said 2.98 acre tract, also being the westernmost corner of said Lot 10,

THENCE, with the common boundary line of said Lot 6, and said 2.98 acre tract, N45°57'05"W, for a distance of 90.76 feet to a point at the northern corner of said Lot 6, same being the eastern corner of the remainder of a 46.476 acre tract of land conveyed to Thomas D. and Marcella A. Odell in Volume 362 Page 705 (O.P.R.H.C.TX.),

THENCE, N46°19'00"W, for a distance of 200.58 feet to a point at the southernmost corner of a 15.946 acre tract of land conveyed to Thomas D. and Marcella A. Odell in Volume 1111 Page 447 (O.P.R.H.C.TX.), same being the westernmost corner of said 2.98 acre tract, for the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 15.946 acre tract, and said 2.98 acre tract, N44°39'00"E, for a distance of 364.05 feet to a point at the northern corner of said 2.98 acre tract, same being the most western corner of said Lot 8, for the northern corner of the herein described tract,

THENCE, with the common boundary line of said 2.98 acre tract, and said Lot 8, S46°00'07"E, for a distance of 688.08 feet to the POINT OF BEGINNING and containing 2.982 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1515, PAGE 36 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

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" JOSE LUIS & GREGORIA V. JIMENEZ LOT 9 THOMAS D. AND MARCELLA A. ODELL (15.946 ACRES) VOL. 1111 PG. 447 SOUTHBEND 1 MIGUEL C, VALLE VOL. 3, PG. 15 ROSEBELLE DORCHESTER LOT 12 LOT 8 2.982 ACRES EDWARD & DELPHINA URQUIZO **2.98 ACRES** THOMAS D. AND MARCELLA A. ODELL VOL. 1515 PG. 36 REMAINDER OF 46.476 ACRES (LOT 7) VOL. 362, PG. 705 JOHN STEWART SURVEY, ABSTRACT NO. 14 POINT OF **BEGINNING** JOSE J. & GRACIELA RIOJAS LOT 10 BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1515, PAGE 36 (O.P.R.H.C.TX.) LINE TABLE LENGTH **BEARING** LINE LI 60.04 S44'55'30"W Carlson, Brigance & Doering, Inc. 90.76 L2 N45'57'05"W Civil Engineering Surveying 5501 West William Canason Drive Aostin, Texts 78749 Phone No. (512) 280-5160 Fas No. (512) 280-5165

PATH:- J: 4576-097\SURVEY\FN-R42565 2.982 ACRES ANNEXATION

2.423 Acres JOHN STEWART SURVEY, ABSTRACT NO. 14 HAYS COUNTY, TEXAS ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN STEWART SURVEY, ABSTRACT NUMBER 14, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF LOT 12, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 OF THE HAYS COUNTY PLAT RECORDS (H.C.P.R.) CONVEYED TO MIGUEL C. VALLE IN DOCUMENT NUMBER 9912658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 2.423 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the southwestern right-of-way line of C.R. 122 (R.O.W. varies), for the easternmost corner of Lot 9 of said Southbend I, also being the northernmost corner of said Lot 12, for the POINT OF BEGINNING and the northernmost corner of the herein described tract.

THENCE, with the southwestern right-of-way line of C.R. 122 (R.O.W varies), common to the northeastern boundary line of said Lot 12, S45°56′27″E, for a distance of 345.67 feet to a point in the northwestern right-of-way line of C.R. 157 (50′ R.O.W) also being the easternmost corner of said Lot 12,

THENCE, with the northwestern right-of-way line of said C.R. 157 (50' R.O.W), common to the southeastern boundary line of said Lot 12, S44°55'30"W, for a distance of 305.70 feet to a point for the southernmost corner of said Lot 12, also being the easternmost corner of Lot 11B of said Southbend I,

THENCE, with the common boundary line of said Lot 12 and said Lot 11B, N45°56'33"W, for a distance of 344.93 feet to a point for the westernmost corner of said Lot 12, also being the southernmost corner of said Lot 9,

THENCE, with the common boundary line of said Lot 12 and said Lot 9, N44°47′13″E, for a distance of 305.70 feet to the POINT OF BEGINNING, and containing 2.423 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION, SOUTHBEND I, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

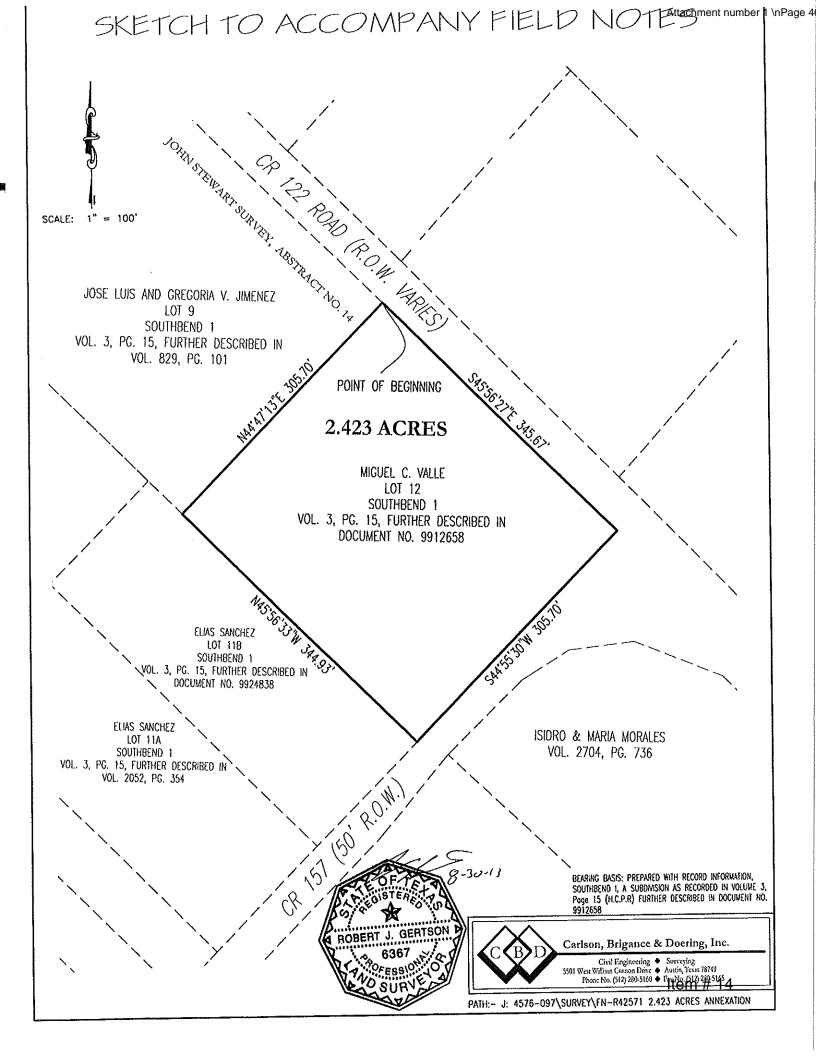
ROBERT J. GERTSON, R.P.L.S. NO. 6367 Carlson, Brigance and Doering, Inc. 5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165

rgertson@cbdeng.com







## CITY OF KYLE, TEXAS

## Bear River LLP - Rezone

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE AMENDING CHAPTER

53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 35.761 ACRES OF LAND FROM 'R-1-2' SINGLE FAMILY RESIDENTIAL-2 TO 'R-1-A' SINGLE FAMILY

ATTACHED, ON PROPERTY LOCATED OFF OF BUNTON LANE JUST EAST OF TWIN COVE, IN HAYS COUNTY,

TEXAS. (BEAR RIVER LIMITED, LLP Z-13-012);

AUTHORIZING THE CITY SECRETARY TO AMEND THE

ZONING MAP OF THE CITY OF KYLE SO AS TO

REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING

FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson,

Director of Planning

**Other Information:** Please see attachments

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

- Ordinance
- ☐ Exhibit B
- Exhibit A

| ORDINANCE NO. |
|---------------|
|---------------|

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 35.761 ACRES OF LAND FROM 'R-1-2' SINGLE FAMILY RESIDENTIAL-2 TO 'R-1-A' SINGLE FAMILY ATTACHED, ON PROPERTY LOCATED OFF OF BUNTON LANE JUST EAST OF TWIN COVE, IN HAYS COUNTY, TEXAS. (BEAR RIVER LIMITED, LLP Z-13-012); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR **PUBLICATION** AND **EFFECTIVE** DATE: **PROVIDING** FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

<u>SECTION 1</u>. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 35.761 acres from 'R-1-2' Single Family Residential – 2 to 'R-1-A' Single Family Attached, on property located Bunton Lane just East of Twin Cove, and the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

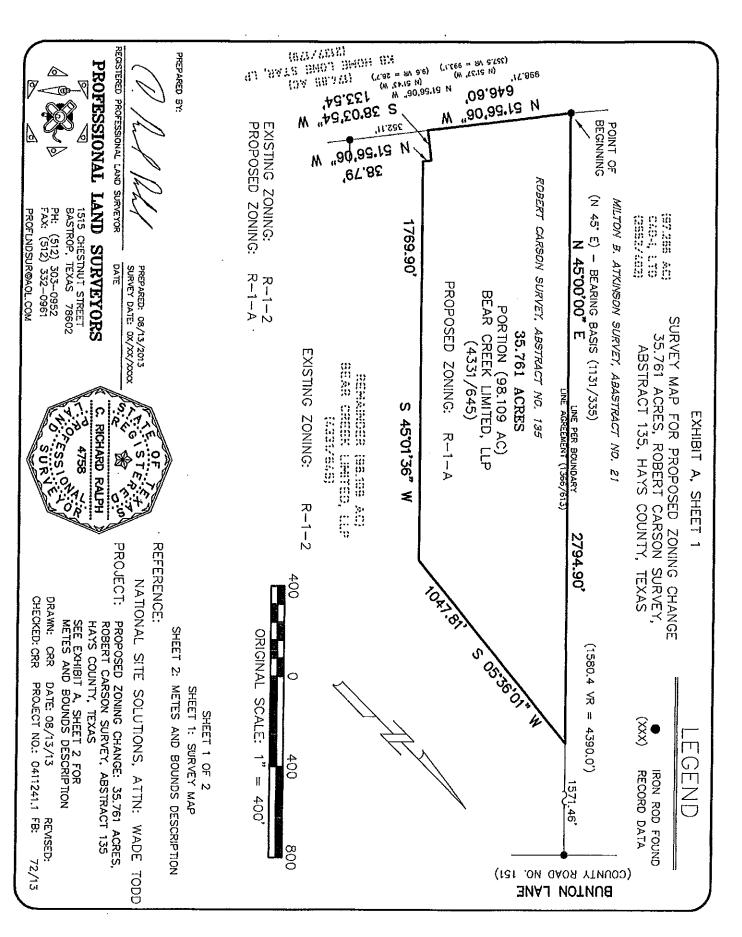
<u>SECTION 4</u>. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

<u>SECTION 5</u>. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_ day of\_\_\_\_\_\_, 2013, at which a quorum was

| present and for which due notice Government Code. | was given pursuant t     | to Section 551.001, et. Seq. of the                                                 |
|---------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------|
| READING by the City Council of Ky                 | yle at a regular meeting | VED ON SECOND AND FINAL gon the day of, 2013, as given pursuant to Section 551.001, |
| APPROVED this                                     | day of                   | , 2013.                                                                             |
|                                                   |                          | Lucy Johnson, Mayor                                                                 |
| ATTEST:                                           |                          |                                                                                     |
|                                                   |                          |                                                                                     |
| Amelia Sanchez, City Secretary                    | <del></del>              |                                                                                     |

## EXHIBIT A



# EXHIBIT A, SHEET 2 SEE EXHIBIT A, SHEET 1 FOR SURVEY MAP

PROFESSIONAL LAND SURVEYORS

1515 Chestnut Street (512) 303-0952 Bastrop, Texas 78621 Fax: (512) 332-0961

PROPOSED ZONING CHANGE EXISTING ZONE: R-1-2 PROPOSED ZONE: R-1-A

#### LEGAL DESCRIPTION

35.761 ACRES OF LAND OUT OF THE ROBERT CARSON SURVEY, ABSTRACT NO. 135, HAYS COUNTY, TEXAS, COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 98.109 ACRES TO BEAR RIVER LIMITED, LLP PER VOLUME 4331, PAGE 645, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS PER SURVEY SUPERVISED BY C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING APRIL, 2006:

BEGINNING at an iron rod found for the west corner hereof, the common west or south corner of said 98.109 acres and that tract conveyed as 97.266 acres to C4D-I, Ltd. per Volume 2552, Page 402 of said Official Public Records and a point on the northwest line of north line of that tract conveyed as 174.65 acres to KB Homes Lone Star, LP per Volume 2137, Page 179 of said Official Public Records;

THENCE N 45°00'00" E, (bearing basis for this survey per said Volume 4331, Page 645) 2794.80 feet along the common line of said 98.109 acres and said 97.266 acres to a point for the north corner hereof;

THENCE S 05°36'01" W, 1047.81 feet over and across said 98.109 acres to a point for the east corner hereof;

THENCE the following three (3) courses continuing over and across said 98.109 acres:

- 1) S 45<sup>0</sup>01'36" W, 1769.90 feet to a point;
- 2) N 51<sup>0</sup>56'06" W, 38.79 feet to a point;
- S 38<sup>0</sup>03'54" W, 133.54 feet to a point on the common line of said 98.109 acres and said 174.65 acres for the south corner hereof;

THENCE N 51°56'06" W, 646.60 feet along the common line of said 98.109 acres and said 174.65 acres to the POINT OF BEGINNING, containing 35.761 acres of land, more or less.

Surveyed by:

C. Richard Ralph

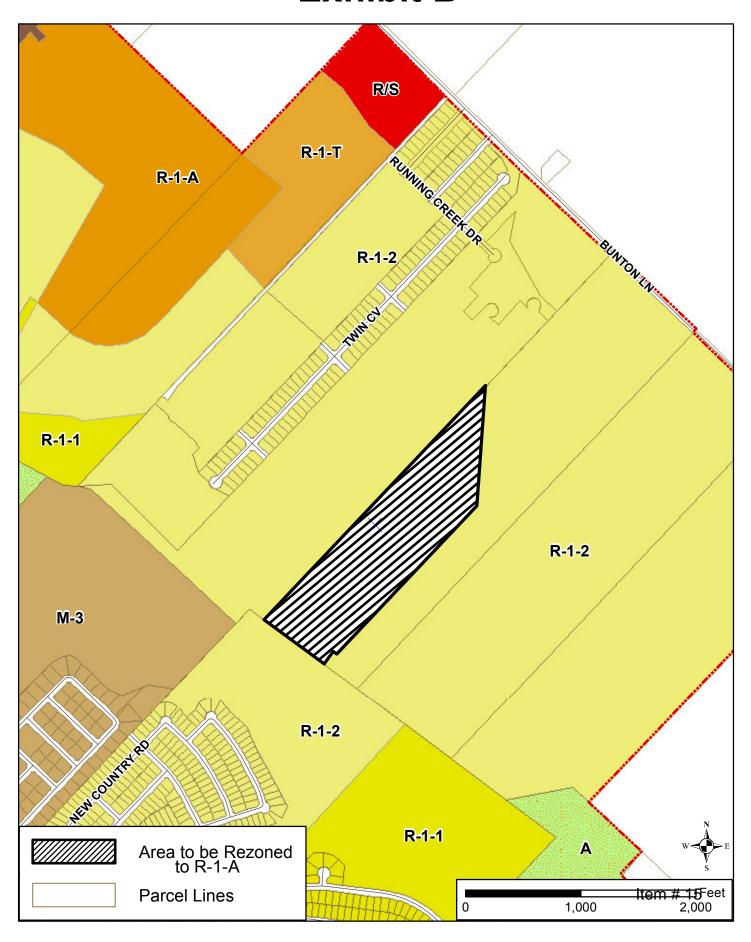
Registered Professional Land Surveyor No. 4

Project No. 0411241.1zc - 72/13;84/40

C. RICHARD RALPH

Prepared August 13, 2013 per survey Dated April 28, 2006

# **Exhibit B**





## CITY OF KYLE, TEXAS

## Davidson - Rezone

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE AMENDING CHAPTER

53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.2479 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-

A' SINGLE FAMILY ATTACHED, ON PROPERTY LOCATED AT 400 S. BURLESON STREET, IN HAYS

COUNTY, TEXAS. (TY & MONICA DAVIDSON Z-13-011); AUTHORIZING THE CITY SECRETARY TO AMEND THE

ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR

PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER

PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson,

Director of Planning

**Other Information:** Please see attachments

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

Ordinance

☐ <u>Exhibit B</u>

□ Exhibit A

| ORDINANCE NO. |
|---------------|
|---------------|

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.2479 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-A' SINGLE FAMILY ATTACHED, ON PROPERTY LOCATED AT 400 S. BURLESON STREET, IN HAYS COUNTY, TEXAS. (TY & MONICA DAVIDSON Z-13-011); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

<u>SECTION 1</u>. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 0.2479 acres from 'R-1' Single Family to 'R-1-A' Single Family Attached, on property located at 400 S. Burleson Street, and the property location map labeled Exhibit B.

<u>SECTION 2</u>. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

<u>SECTION 4</u>. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

<u>SECTION 5</u>. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_ day of\_\_\_\_\_\_, 2013, at which a quorum was

| present and for which due notice Government Code. | was given pursuant t     | to Section 551.001, et. Seq. of the                                                 |
|---------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------|
| READING by the City Council of Ky                 | yle at a regular meeting | VED ON SECOND AND FINAL gon the day of, 2013, as given pursuant to Section 551.001, |
| APPROVED this                                     | day of                   | , 2013.                                                                             |
|                                                   |                          | Lucy Johnson, Mayor                                                                 |
| ATTEST:                                           |                          |                                                                                     |
|                                                   |                          |                                                                                     |
| Amelia Sanchez, City Secretary                    | <del></del>              |                                                                                     |

# EXHIBIT A

## HAYES SURVEYING

202 SUNFLOWER DRIVE KYLE, TEXAS 78640

#### EXHIBIT A

#### METES & BOUNDS DESCRIPTION FOR 0.2479 ACRES OF LAND

A tract of land containing 0.2479 acres out of and part of Lots One (1) and Two (2), in Block Nineteen (19), of the Original Town of Kyle, a subdivision in Hays County, Texas, according to the plat recorded in Volume 62, Page 599 of the Hays County Deed Records, said 0.2479 acres being that same tract, called the north 60° of Lots 1 and 2, Block 19, as conveyed by a Warranty Deed in June of 1991 to Anthony Simon as recorded and described in Volume 880, Page 373 of the Official Public Records of Hays County, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the south right-of-way of South Street for the northwest corner of the Lot 2, Block 19 and the northwest corner of the herein described tract;

THENCE S 89° 15' 00" E, along the South Street right-of-way, a distance of 180.00 feet to an iron rod with a plastic cap set at the intersection of the south right-of-way of South Street with the west right-of-way of Burleson Street for the northeast corner of the Lot 1, Block 19 and the northeast corner of this tract;

THENCE S 00° 45' 00" W, along the west right-of-way of Burleson Street, a distance of 60.00 feet to an iron rod with a plastic cap set for the southeast corner of this tract and the northeast corner of the Saucedo Tract as described in Volume 2130, Page 520 of the Official Public Records of Hays County;

THENCE N 89° 15' 00" W, leaving the Burleson Street right-of-way, a distance of 180.00 feet to an iron rod with a plastic cap set in the east property line of Lot One (1) of the Kimbro Subdivision as recorded in Volume 3, Page 399 of the Hays County Plat Records, for the southwest corner of this tract and the northwest corner of the Saucedo Tract;

THENCE N 00° 45' 00" E, and at 56.50 feet passing an iron pipe found for the northeast corner of Lot 1, Kimbro Subdivision, in all a total distance of 60.00 feet to the POINT OF BEGINNING, containing 0.2479 acres.

This is to certify that this description of land represents an actual survey made on the ground under my supervision in July of 2013. Only those documents with a red surveyor's signature and an accompanying red surveyor's seal shall be deemed reliable and authentic. Reference the attached stock marked EXHIBIT B, File BRLSNS15.

Ropald D. Hayes, Registered Professional Land Surveyor, No. 5703



# **Exhibit B**





## CITY OF KYLE, TEXAS

## FISERV ISS FBO - Rezone

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE AMENDING CHAPTER

53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.24 ACRES

OF LAND FROM 'RS' RETAIL SERVICE TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT 101 CREEKSIDE TRAIL, IN HAYS COUNTY, TEXAS.

(FISERV ISS FBO GREGORY LAHR Z-13-014);

AUTHORIZING THE CITY SECRETARY TO AMEND THE

ZONING MAP OF THE CITY OF KYLE SO AS TO

REFLECT THIS CHANGE; PROVIDING FOR

PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson,

Director of Planning

**Other Information:** Please see attachments

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

Ordinance

☐ <u>Exhibit B</u>

Exhibit A

| ORDINANCE NO. |
|---------------|
|---------------|

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY ACRES OF LAND FROM 'RS' RETAIL SERVICE TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT 101 CREEKSIDE TRAIL, IN HAYS COUNTY, TEXAS. (FISERV ISS FBO GREGORY LAHR Z-13-014); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

<u>SECTION 1</u>. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 3.24 acres from 'RS' Retail Services to 'R-1-T' Residential Townhome, on property located at 101 Creekside Trail, and the property location map labeled Exhibit B.

<u>SECTION 2</u>. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

<u>SECTION 4</u>. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

<u>SECTION 5</u>. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_ day of\_\_\_\_\_\_, 2013, at which a quorum was

| present and for which due notice Government Code. | was given pursuant       | to Section 551.001, et. Seq. of the                                                    |
|---------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------|
| READING by the City Council of Ky                 | yle at a regular meeting | OVED ON SECOND AND FINAL g on the day of, 2013, ras given pursuant to Section 551.001, |
| APPROVED this                                     | _day of                  | , 2013.                                                                                |
| ATTEST:                                           |                          | Lucy Johnson, Mayor                                                                    |
| Amelia Sanchez City Secretary                     | _                        |                                                                                        |



# ENGINEERING

INCORPORATED

Firm Reg. No. F-1501
A PORTION OF
LOT 1, BLOCK A
RJ SUBDIVISION
CITY OF KYLE
HAYS COUNTY, TEXAS

THE CITY OF KYLE, HAYS COUNTY, TEXAS, A SUBDIVISION RECORDED IN BOOK 10, PAGE 158 OF THE HAYS COUNTY PLAT RECORDS, BEING THAT SAME TRACT SHOWN ON PRO-TECH ENGINEERING GROUP, INC. PLAN NO. 7152 MAP OF SURVEY OF EVEN DATE HEREWITH, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO BEING 3.250 ACRES OF LAND IN LOT 1, BLOCK A OF RJ SUBDIVISION IN

BEGINNING, at a nail found in asphalt in the center of a 50 foot wide right-of-way easement, called Creekside Trail, for the south corner of Lot 2, Block A, RJ easement, called Creekside Trail, for the south corner of Lot 2, Block A Subdivision and the east corner of said Lot 1 and the tract herein described; THENCE, leaving Lot 2 with the center of Creekside Trail and the southeast line of said Lot 1 S45°04'48"W, 280.00 feet to a cotton gin spindle with washer marked "PRO-TECH ENG 2219" set for the south corner of the tract herein

at 25 feet passing the northwest line of said right-of-way easement, at 468.67 feet entering a drainage easement, and continuing on, in all, 505.57 feet to an iron stake with aluminum cap marked "PRO-TECH ENG 2219" set in the southeast line of Lot 1A, Brookside Elementary School Subdivision, a subdivision recorded in Book 10, Page 259 of the Hays County Plat Records, and the THENCE, leaving the center of Creekside Trail crossing said Lot 1 N44°56′13″W, northwest line of said Lot 1 for the west corner of the tract herein described; THENCE, with the common line of said Lot 1A and said Lot 1 N45°02'33"E, at 31.48 feet passing an iron stake with plastic cap found for the south corner of that tract called 47.93 acres conveyed by Hays County Parks Foundation to City of Kyle by deed recorded in Volume 3918, Page 28 of the Official Public Records of Hays County, Texas and the east corner of said Lot 1A, at 93.38 feet leaving said drainage easement, and continuing on, in all, 280.00 feet to an iron stake with plastic cap found for the west corner of said Lot 2 and the north corner of said Lot 1 and the tract herein described;

THENCE, leaving the City of Kyle tract with the common line of said Lots 1 and 2 S44°56′13″E, at 475.78 feet passing an iron stake with plastic cap found, at 480.75 feet passing the northwest line of said right-of-way easement, and continuing on, in all, 505.75 feet to the POINT OF BEGINNING, containing 3.250 acres of land. Surveyed July, 2013.

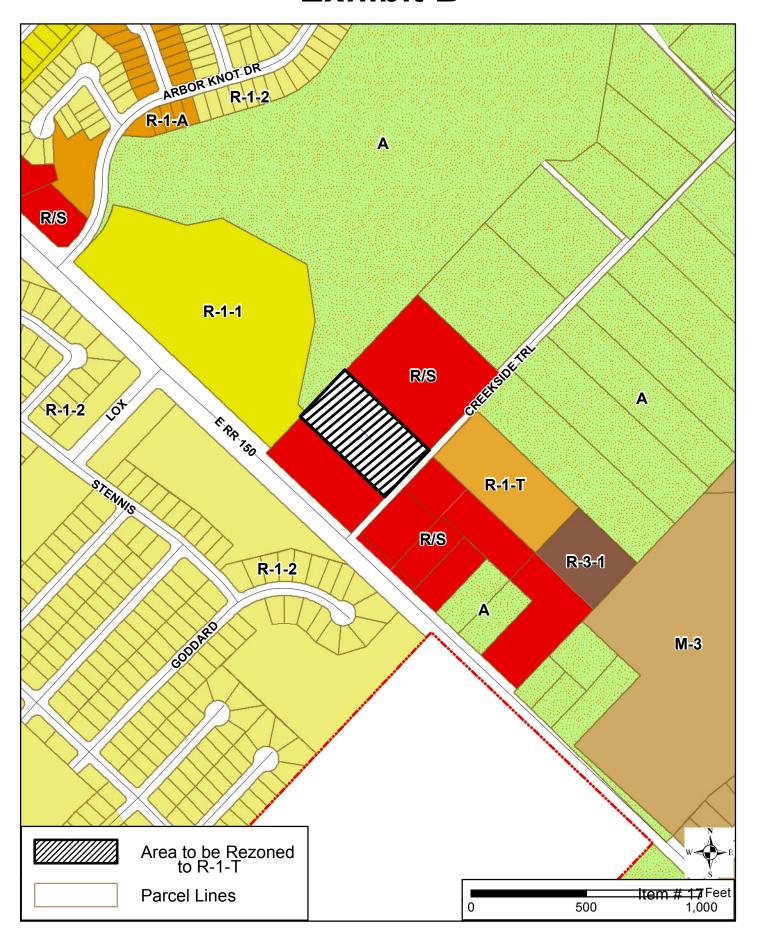
By Kelly Kilber

Registered Professional Land Surveyor No. 2219

> 3.25 AC- RJ SUBD EO# 14844-101, JOB #11799 PLAN NO. 7152 FB. 700, PG. 59 FNF# 10036 10036 3.25 AC RJ SUBD 080113.DOC



# **Exhibit B**





# CITY OF KYLE, TEXAS

Meeting Date: 10/15/2013 Date time: 7:00 PM

## Karlyn Ellis - Rezone

**Subject/Recommendation:** 

(Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 1.741 ACRES OF LAND FROM 'R-1' RESIDENTIAL 1 DISTRICT TO 'RS' RETAIL SERVICES, ON PROPERTY LOCATED AT 705 AND 709 N. OLD HIGHWAY 81,IN HAYS COUNTY, TEXAS. AND REZONING APPROXIMATELY 1.12 ACRES OF LAND FROM 'R-1'

APPROXIMATLY 1.12 ACRES OF LAND FROM 'R-1' RESIDENTIAL 1 FROM 'R-1' RESIDENTIAL 1 TO 'CC'

COMMUNITY COMMERCIAL, ON PROPERTY LOCATED AT

711 N. OLD HIGHWAY 81, IN HAYS

COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ Sofia Nelson,

Director of Planning

**Other Information:** Please see attachments

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

■ Oridnance

| ORDINANCE | NO. |
|-----------|-----|
|           |     |

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 1.741 ACRES OF LAND FROM 'R-1' RESIDENTIAL 1 DISTRICT TO 'RS' RETAIL SERVICES, ON PROPERTY LOCATED AT 705 AND 709 N. OLD HIGHWAY 81.IN HAYS COUNTY. TEXAS. AND REZONING APPROXIMATLY 1.12 ACRES OF LAND FROM 'R-1' RESIDENTIAL 1 FROM 'R-1' RESIDENTIAL 1 TO 'CC' COMMUNITY COMMERCIAL, ON PROPERTY LOCATED AT 711 N. OLD HIGHWAY 81, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE: PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; SEVERABILITY; AND **ORDAINING** OTHER PROVIDING FOR PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 1.741 acres from 'R-1' Residential 1 to 'RS' Retail Services, on property located at 705 and 709 Old Highway 81, and rezone approximately 1.122 acres from 'R-1' Residential 1 to 'CC' Community Commercial on property located at 711N. Old Highway 8, the property location map labeled Exhibit B.

<u>SECTION 2</u>. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

<u>SECTION 4</u>. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this

| ordinance was passed was open  | to the public as requ                    | ired by law.                                                                                                  |
|--------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Council of Kyle at a regular m | eeting on the da                         | PROVED ON FIRST READING by the City of, 2013, at which a quorum was suant to Section 551.001, et. Seq. of the |
| READING by the City Council    | of Kyle at a regular and for which due n | APPROVED ON SECOND AND FINAI meeting on the day of, 2013 otice was given pursuant to Section 551.001          |
| APPROVED this                  | day of                                   | , 2013.                                                                                                       |
|                                |                                          |                                                                                                               |
|                                |                                          | Lucy Johnson, Mayor                                                                                           |
| ATTEST:                        |                                          |                                                                                                               |
|                                |                                          |                                                                                                               |
|                                |                                          |                                                                                                               |
| Amelia Sanchez, City Secretary | 7                                        |                                                                                                               |

\$0038637 988 3744 718

SECONNING at a point in the 1. 16 S.N. RY. Co. right of way, said point heling also the S.N. corner of a 20 acre tract of land conveyed to Audelio Cortex by Metz Schmeltekopf and Arthur Schmeltekopf by a deed dated October 1, 1935, and now recorded in Vol. 110, Pages 248-249, of Hays County Deed Records, said point being the beginning corner of this tract;

THENCE northward along the said east line of said railroad right-of-way 500 feet to a point for corner and the 'N.W. corner of the tract of land hereby conveyed, said N.W. corner being also the tract of land hereby conveyed, said N.W. corner being also the S.W. corner of a tract of land conveyed by B.B. Costillo

the S.W. corner of a tract of land conveyed by B.B. Castillo to Francisco Martinez;

THENCE eastward along the boundary line between this tract and the south boundary line of said Francisco Martinez tract of land and continue in the same straight line along the south boundary line of a tract of land heretofore conveyed by Audelio Cortez and Paula Cortex to Aurelio Chavira; and continue in the same direction to the N.W. corner of a tract of land conveyed to Victor Martinez by B.B. Castillo; said N.W. corner of said Martinez tract being a corner of this tract; said distance from a said N.W. corner of this tract to said N.W. corner of said Martinez tract being 275 feet;

THENCE 120 feet along the west line of said Victor Martinez

THENCE 120 feet along the west line of said Victor Martinez tract to the S.W. corner of the same for a corner of this tract; THENCE 163 feet along the south line of said Victor Martinez

tract of land to a point of intersection with the west boundary line of State Highesy No.2 for the corner of this tract;
THENCE slong the west boundary line of said State Highesy No. 2 to the S.E. corner of said 20 acre tract of land hereinsbove referred to, said corner being also the S.E. corner of this

tract;
THENCE along the south boundary line of said 20 acrs tract of land a distance of 329.7 feet, also the south boundary line of the tract hereby described, to the corner and POINT OF BEGINNING, this corner being the S.W. corner of this tract;
This tract of land is the same as that conveyed to B.S. Castillo by Audelio Cortez and Paula Cortex by a deed dated May 22, 1945, with the exception of the above sentioned tract of land conveyed to Francisco Martinez by B.B. Castillo, said tract of land an conveyed to said Francisco Martinez by B.S. Castillo being the northern portion of said sentioned tract of land conveyed to said Paula Cortex; and also 8.8. Camtillo by said Audelic Cortex and Paula Cortex; and also includes the tract of land above mentioned conveyed by B.S. Castillo to Francisco Martinez: .





BEGINNING at a point in the Y 1 G.N. RV. Company of Way, said point being also the S.W. corner of a 20 acre tract of land conveyed to Audelio Cortez by Metz Schmeltekopf and Arthur Schmeltekopf by a deed dated October 1, 1935, and now recorded in Vol. 110, Pages 248-249; of Hays County Deed Records, said point being the beginning corner of this tract:

THENCE northward along the said east line of said railroad right-of-way 500 feet to a point for corner and the N.W. corner of the tract of land hereby conveyed, said N.W. corner being also the S.W. corner of a tract of land conveyed by B.S. Castillo to Francisco Martinez:

THENCE eastward along the boundary line between this tract and the south boundary line of said Francisco Martinez tract of land and continue in the same straight line along the south boundary line of a tract of land heretofore conveyed by .Audelio Cortez and Paula Cortez to Aurelio Chavira, and continue in the same direction to the N.W. corner of a tract of land conveyed to Victor Martinez by B.S. Castillo, said N.W. corner of said Martinez tract being a corner of this tract, said distance from said N.W. corner of this tract to said N.W. corner of said Victor Martinez tract being 295 feet;

THENCE 120 feet along the west line of said Victor Martinez traction the S.W. conner of the same for a corner of this tracti

THENDE 163 feet along the south line of said Victor Martinez tract of land to a point of intersection with the west boundary line of State Highway No.2 for the corner of this tract;

THENCE along the west boundary line of said State Highway No. 2 to the S.E. corner of said 20 acre tract of land hereinabove referred to, said corner being also the S.E. corner of this tract;

THENCE along the south boundary line of said 20 acre tract of land a distance of 329.7 feet, also the south boundary line of the tract hereby described, to the corner and POINT OF BEGINNING, this corner being the S.W. corner of this tract;
This tract of land is the same as that conveyed to B.S. Castillo by Audelio Cortez and Paula Cortez by a deed dated May 22, 1945, with the exception of the above mentioned tract of land conveyed to Francisco Martinez by B.S. Castillo, said tract of land so conveyed to said Francisco Martinez by B.S. Castillo being the northern portion of said mentioned tract of land conveyed to said B.S. Castillo by said Audelio Cortez and Paula Cortex; and also includes the tract of land above mentioned; conveyed by B.S. Castillo to Francisco Martinez;



## CITY OF KYLE, TEXAS

### Lowden - Rezone

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE AMENDING CHAPTER

53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.67 ACRES

OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-T'

RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED

AT THE NORTHWEST CORNER OF PORTER AND COCKERHAM, IN HAYS COUNTY, TEXAS. (ALAN & SHARON LOWDEN Z-13-013); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE

DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE

SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. ~ Sofia Nelson, Director of Planning

**Other Information:** Please see attachments

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

Ordinance

☐ <u>Exhibit B</u>

□ Exhibit A

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF PORTER AND COCKERHAM, IN HAYS COUNTY. TEXAS. (ALAN SHARON LOWDEN & AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

<u>SECTION 1</u>. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 3.67 acres from 'R-1' Single Family to 'R-1-T' Residential Townhome, on property located at the northwest corner of Porter and Cockerham, and the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

<u>SECTION 4</u>. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

<u>SECTION 5</u>. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_ day of\_\_\_\_\_\_, 2013, at which a quorum was

| present and for which due notice Government Code. | was given pursuant t     | to Section 551.001, et. Seq. of the                                                 |
|---------------------------------------------------|--------------------------|-------------------------------------------------------------------------------------|
| READING by the City Council of Ky                 | yle at a regular meeting | VED ON SECOND AND FINAL gon the day of, 2013, as given pursuant to Section 551.001, |
| APPROVED this                                     | day of                   | , 2013.                                                                             |
|                                                   |                          | Lucy Johnson, Mayor                                                                 |
| ATTEST:                                           |                          |                                                                                     |
|                                                   |                          |                                                                                     |
| Amelia Sanchez, City Secretary                    | <del></del>              |                                                                                     |

# EXHIBIT A

ENGINEERING GROUP

100 E. San Antonio St. Suite 100 San Marcos, Tx 78666

512/353-3335 FAX 512/396-0224

FIELD NOTE DESCRIPTION OF 3.67 ACRES OF LAND IN THE JOHN PHARASS SURVEY CITY OF KYLE HAYS COUNTY, TEXAS

BEING A PORTION OF THAT TRACT CALLED 21/2 ACRES CONVEYED BY D.K. COCKREHAM AND WIFE TO W.D. BRANUM BY DEED DATED APRIL 21, 1888 AS RECORDED IN VOLUME W, PAGE 386 OF THE HAYS COUNTY DEED RECORDS, A PORTION OF THAT TRACT CALLED 13/16 ACRES CONVEYED BY W.D. BRANUM TO JANE MERRITT BY DEED DATED FEBRUARY 24, 1891 AS RECORDED IN VOLUME 33, PAGE 130 OF THE HAYS COUNTY DEED RECORDS, ALL OF THAT TRACT CALLED 11/2 ACRES CONVEYED BY D.K. COCKREHAM TO MRS. M.J. WOLFGEN BY DEED DATED JANUARY 27, 1887 AS RECORDED IN VOLUME V, PAGE 28 OF THE HAYS COUNTY DEED RECORDS, ALL OF THAT TRACT CALLED 1/8 ACRE CONVEYED BY HAYS INDEPENDENT SCHOOL DISTRICT, ET AL TO CHARLES W. KNIGHT, JR. BY QUITCLAIM DEED DATED APRIL 26, 1991 AND RECORDED IN VOLUME 901, PAGE 35 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, ALL OF THAT TRACT CALLED 1 ACRE CONVEYED BY D.K. COCKREHAM AND MANERVA COCKREHAM TO N.O. SNEED BY DEED DATED AUGUST 6, 1884 AS RECORDED IN VOLUME S. PAGE 566 OF THE HAYS COUNTY DEED RECORDS, AND ALL OF THAT TRACT CALLED 1/2 ACRE CONVEYED BY EDWIN SUNDERLAND AND LAURA L. SUNDERLAND TO S.E. MOSS BY DEED DATED DECEMBER 10, 1887 AS RECORDED IN VOLUME W, PAGE 239 OF THE HAYS COUNTY DEED RECORDS, ALL BEING A PORTION OF THAT TRACT CALLED NINETY ACRES CONVEYED BY E.I. IGLEHART TO DANIEL K. COCKREHAM BY DEED DATED FEBRUARY 13, 1882 AS RECORDED IN VOLUME P, PAGE 144 OF THE HAYS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

COMMENCING at an iron stake with aluminum cap marked "Pro-Tech Eng 2219" set on the northwest right of way line of Cockreham Street for a salient southeast corner of a 3.46 acre tract from which an iron stake found for the east corner of Lot 17 of the H. Garland Stokes Subdivision No. 2, a subdivision recorded in Book 1, Page 139 of the Hays County Plat Records bears N43°49'07"W, 5.00 feet:

THENCE, leaving said Lot 17, with the northwest right-of-way line of Cockreham Street N46°12'58"E, at 298.46 feet passing an iron stake with aluminum cap marked "Pro-Tech Eng 2219" set at the intersection of the northwest right-of-way line of Cockreham Street with the southwest line of Porter Street for the east corner of said 3.46 acre tract, and continuing on, crossing Porter Street, in all, 339.21 feet to a fence post at the intersection of the northwest right-of-way line of Cockreham Street with the northeast line of Porter Street for the south corner of the S.E. Moss tract and the N.O. Sneed tract, and the south corner and POINT OF BEGINNING of the tract herein described;

THENCE, leaving Cockreham Street with the northeast line of Porter Street N43°53'09"W, 208.59 feet to an iron stake with aluminum cap marked "Pro-Tech Eng 2219" set at the south corner of that tract called 0.68 acres conveyed by Viola Thomas to Juan Garcia and Maria Inez Garcia by deed dated September 14, 1967 as recorded in Volume 219, Page 586 of the Hays County Deed Records, the west corner of the Moss and Sneed tracts, the south corner of the W.D. Branum tract and the most southwesterly corner of the tract herein described;

THENCE, with the southeast and northeast lines of the Garcia 0.68 acre tract the following courses, numbered (1) and (2):

- N45°43'47"E, at 105 feet passing the record north corner of the Moss tract, and continuing on in all 140.43 feet to a fence post in the common line of the Sneed and Branum tracts,
- With fence N43°28'13"W, 207.19 feet to a 60d nail found in the northwest line of the Branum tract, for the south corner of that tract called 6.760 acres, known as Tract 1, conveyed by Kevin Cain to Dale Lowden Excavating, Inc. by deed dated May 20, 1997 as recorded in Volume 1315, Page 416 of the Official Public Records of Hays County, Texas, the east corner of that tract called 0.40 acres conveyed by Viola Abrams, et al to Joe Garcia by deed dated November 28, 1978 as recorded in Volume 321, Page 428 of the Hays County Deed Records, the north corner of the Garcia 0.68 acre tract, and the most northwesterly corner of the tract herein described;

THENCE, leaving the Garcia 0.68 acre tract and the Garcia 0.40 acre tract, with the southeast line of the Lowden 6.760 acre tract along the northwest side of a rock wall N45°37'49"E, at 193.92 feet passing the record west corner of the Jane Merritt tract, and continuing on in all 307.81 feet to a fence post in the southwest line of that tract called 13¾ acres conveyed by Mack Aguirre to William C. Aguirre by deed dated October 19, 1999 as recorded at Document #9924796 of the Official Public Records of Hays County, Texas, for the east corner of the Lowden 6.760 acre tract and the north corner of the Branum tract and the tract herein described;

THENCE, leaving the Lowden 6.760 acre tract with the southwest line of the Aguirre 13¾ acre tract S45°20'06"E, 159.16 feet to a fence post for the west corner of that tract called 3 acres conveyed by Narcissus Ratliff Whisenant to Ashley Porter by Affidavit of Heirship dated October 21, 1967 as recorded in Volume 220, Page 274 of the Hays County Deed Records and the south corner of the Aguirre 13¾ acre tract;

THENCE, leaving the Aguirre 13% acre tract, with the southwest line of the Porter 3 acre tract as fenced, occupied, and used upon the ground the following courses, numbered (3) through (5):

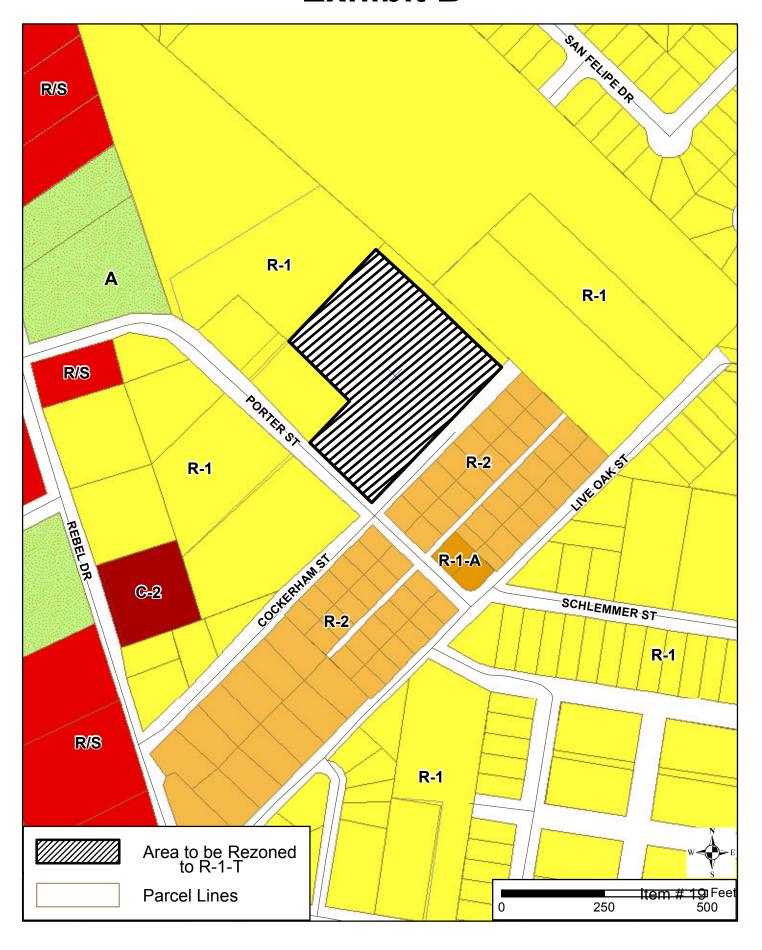
- 3) S44°05'24"E, at 49.17 feet passing the southeast line of the Merritt and Branum tracts and the north corner of the Mrs. M.J. Wolfgen tract, and continuing on in all 78.65 feet to a fence post,
- 4) \$43°51'34"E, 81.75 feet to a fence post,
- 5) S44°44'10"E, 98.76 feet to an iron stake with aluminum cap marked "Pro-Tech Eng 2219" set in the northwest right-of-way line of Cockreham Street for the east corner of the Wolfgen tract and the tract herein described;

THENCE, leaving the Porter 3 acre tract, with the northwest right-of-way line of Cockreham Street S45°58'50"W, at approximately 228 feet passing the south corner of the Wolfgen tract and the east corner of the Sneed tract, at 350.46 feet passing the east corner of the Moss tract, continuing on in all 455.46 feet to the POINT OF BEGINNING, containing 3.67 acres. Surveyed September 10, 1998.

Keny Kilber, Registered Profession Land Surveyor No. 2219

PORTER TRACTS EO# 13609 JOB #11228 FB. 416, PG. 6 PLAN NO. 4242 FNF 9467 3.67 AC. 071202,DOC

## **Exhibit B**





## CITY OF KYLE, TEXAS

# Amendment No. 1 to Regional Water Supply Contract

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

HAYS CALDWELL PUBLIC UTILITY AGENCY APPROVING AMENDMENT NO. 1 TO THE REGIONAL WATER SUPPLY CONTRACT BETWEEN THE HAYS CALDWELL PUBLIC UTILITY AGENCY AND THE CANYON REGIONAL WATER AUTHORITY, THE CITY OF BUDA, THE CITY OF KYLE, AND

THE CITY OF SAN MARCOS; AND DECLARING AN EFFECTIVE DATE ~ *James Earp, Assistant City Manager* 

| Other Information:         |  |  |
|----------------------------|--|--|
| <b>Budget Information:</b> |  |  |
|                            |  |  |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

- Water Supply Contract Amendment
- ☐ Water Supply K Amendment 1 Board Packet Info
- Water Supply K Amendment No. 1 App
- □ HCPUA Original Contract
- ☐ Fiscal Note

#### AMENDMENT NO. 1 TO REGIONAL WATER SUPPLY CONTRACT

This is Amendment No. 1 to the Regional Water Supply Contract (the "Contract") by and among the Hays Caldwell Public Utility Agency (the "Agency"), and the City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas, and the Canyon Regional Water Authority. The Contract was dated and effective as of January 1, 2008. This Amendment is dated and effective as of October 31, 2009. The City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas, and the Canyon Regional Water Authority are referred to in this Amendment collectively as the "Sponsoring Public Entities" and singularly each as a "Sponsoring Public Entity".

#### **RECITALS:**

- 1. The Sponsoring Public Entities formed the Agency as a public utility agency pursuant to Chapter 572 of the Local Government Code, and executed the Contract in order to jointly plan, finance, construct, own, operate, or maintain facilities necessary for the conservation, storage, transportation, treatment, or distribution of water and wastewater, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection with the conservation, storage, transportation, treatment, or distribution of water and wastewater.
- 2. The Sponsoring Public Entities have decided to postpone the issuance of Bonds by the Agency, and they are financing the activities of the Agency through cash contributions until the time the Agency issues Bonds.
- 3. The Sponsoring Public Entities wish to revise the Contract to describe the Project more definitively, to modify the scope of the Project and the shares in the capacity of the Project to which each of them is entitled, to allow for future modifications to the scope and phasing of the Project, and to make other clarifying revisions to the Contract.

#### **AMENDMENT:**

- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Sponsoring Public Entities and the Agency mutually undertake, promise, and agree that the Contract is amended as follows:
- 1. Section 2.1 of the Agreement is amended as follows (underlining indicates added text; overstrike indicates deleted text):

#### Section 2.1. General; Project Description.

(a) The Project will have a total capacity of 33,212 acre-feet/year. The Facilities will be constructed in two phases as described in the Engineering Report, the first phase having a capacity of 15,000 acre-feet/year, and the second phase having a capacity of 18,212 acre-feet/year. Prior to the issuance of Bonds by the Agency for each phase of construction of the Facilities, the Parties may, by written amendment to this Contract approved by all of the Parties, agree to revise the total capacity of the Project,

the phasing of the Project, or the capacity of each phase of the Project. After the Agency issues Bonds in connection with a phase of the construction of the Facilities, any revision to the capacity of that phase of the Facilities will be limited by, and subject to, the terms and provisions of the Bonds issued for that phase of the Facilities.

- Subject to the remaining terms and provisions of this Contract, the Agency agrees to issue the Bonds and to acquire and construct the Project as generally described in the Engineering Report. It is estimated that the first phase of the Project will be placed in operation on or before December 31, 2018, or as soon thereafter as practicable. The Authorized Representative of the Agency hereby represents that he is not aware of any reason that the first phase of the Project, as contemplated, cannot be completed on or before December 31, 2018. It is expressly understood and agreed that any obligations on the part of the Agency to finance, acquire, construct, and complete the Project and to provide the water to the Sponsoring Public Entities shall be (i) conditioned upon the Agency's ability to obtain all necessary permits, Land Interests, material, labor, and equipment, and upon the ability of the Agency to finance the cost of the Project through the actual sale of the Bonds, including any Bonds needed to complete the Project, and (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State, and any regulatory body having jurisdiction. The Project shall be acquired and constructed by the Agency with all reasonable dispatch, and the Agency will diligently pursue such acquisition and construction in order that it may be completed as soon as practicable, delays incident to events of Force Majeure only excepted; but if for any reason there should be delays in or the entire failure of such acquisition, construction, and improvement, there shall be no diminution in or postponement of the Annual Payment Amounts to be made by the Sponsoring Public Entities hereunder and no resulting liability on the part of the Agency; provided, however, that the Sponsoring Public Entities retain the right to pursue any legal remedy to the extent that delays in the Project are the result of negligence on the part of the Agency.
- (c) The provisions of this Article II shall apply to each phase of the construction of the Facilities.
- 2. Section 2.15 of the Agreement is amended as follows (underlining indicates added text; overstrike indicates deleted text):

Section 2.15. Shares of Treated Water and Project Cost Quantity. The Sponsoring Public Entities' proportionate shares of the Project Costs and of the treated water produced by each phase of the Facilities constructed for the Project will be based on the capacity for each Sponsoring Public Entity out of the total Project capacity. The proportionate shares of Project Costs and treated water produced, and the capacity for each Sponsoring Public Entity out of the total Project capacity, are is-as follows:

| Sponsoring Public Entity | Project Share of Project Costs and Treated Water | Acre-feet/year out of<br>Total Project Capacity |
|--------------------------|--------------------------------------------------|-------------------------------------------------|
| City of Buda, Texas      | <del>5.60</del> <u>5.08</u> %                    | <u>1,687</u>                                    |
| City of Kyle, Texas      | <del>20.50</del> <u>28.17</u> %                  | <u>9,355</u>                                    |

| City of San Marcos, Texas       | <del>39.70</del> <u>35.86</u> % | <u>11,910</u> |
|---------------------------------|---------------------------------|---------------|
| Canyon Regional Water Authority | <del>34.20</del> <u>30.89</u> % | <u>10,260</u> |

Prior to the issuance of Bonds by the Agency for each phase of construction of the Facilities, the Parties may, by written amendment to this Contract approved by all of the Parties, agree to revise the proportionate shares of the treated water to be produced by, and the proportionate shares of Project Costs for, that phase of the Facilities. After the Agency issues Bonds in connection with a phase of construction of the Facilities, any revision to the proportionate shares of the treated water to be produced by, and the proportionate shares of Project Costs for, that phase of the Facilities will be limited by, and subject to, the terms and provisions of the Bonds issued for that phase of the Facilities.

3. Section 2.19 of the Agreement is amended as follows (<u>underlining</u> indicates added text; <del>overstrike</del> indicates deleted text):

Section 2.19. Excess Capacity. With prior approval of all of the Parties, the Agency may acquire Water Rights and Land Interests, and may construct the Facilities, so that the capacity of the Project exceeds the total Project capacity as stated in Section 2.1(a). In the event the Project is constructed so that there is excess capacity in all or any portion of the Facilities, such excess capacity shall be owned by the Agency. Any such excess capacity may be used only with the written consent of the Agency Board of Directors, which may include conditions deemed appropriate by the Board.

4. Section 3.1 of the Agreement is amended as follows (<u>underlining</u> indicates added text; <del>overstrike</del> indicates deleted text):

#### Section 3.1. Issuance of Bonds.

The Agency's acquisition of the Water Rights for the Project will be financed by the receipt of cash contributions from the Sponsoring Public Entities (which, as to a particular Sponsoring Public Entity, may be proceeds of a loan, bonds or other debt issued by that entity). The Agency's acquisition of other Land Interests needed for the Project, and the Agency's acquisition and construction of each phase of the Facilities Project and any other substantial improvements to the Facilities Project will be financed by (i) receipt of cash from a Sponsoring Public Entity, (ii) the Agency through the issuance of one or more series or issues of its Bonds by the Agency for a Sponsoring Public Entity, which Bonds are payable from and secured, in part, by an assignment of the Annual Payment Amounts made under this Contract by the designated Sponsoring Public Entity for which such series of Bonds are issued or (iii) any combination of (i) and (ii). It is expressly understood and agreed by the Agency and the Sponsoring Public Entities that any Bonds issued by the Agency shall be issued as separate series of each Sponsoring Public Entity requesting financing by the Agency. Each Sponsoring Public Entity shall be responsible solely for the Bond Payments on its series of Bonds. No Sponsoring Public Entity shall have any liability or responsibility for any Bond Payments on a series of Bonds issued for another Sponsoring Public Entity. In consideration of the covenants and agreements set forth in this Contract, and to enable the Agency to issue the Bonds to carry out the intents and purposes hereof, this Contract is executed to assure the

issuance of the Bonds and to provide for and ensure the due and punctual payment to the Agency or to the Trustee by each Sponsoring Public Entity for which the Agency has issued a series of Bonds, of amounts not less than the Annual Payment Amounts on a series of Bonds issued for a particular Sponsoring Public Entity. Each of the Sponsoring Public Entities hereby agrees to make, or cause to be made, its respective Annual Payment Amount, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution.

(b) The proceeds from the sale of the Bonds, together with any cash received from a Sponsoring Public Entity, will be used for the payment of the Project Costs. The Bonds will be issued by the Agency in the amount anticipated to be required to acquire and construct the Project, including payment of all Project Costs advanced by one or more of the Sponsoring Public Entities and incurred by the Agency prior to the date of issuance of the Bonds, and to fund, to the extent deemed advisable by the Agency, a debt service reserve fund and interest on the Bonds during construction and for up to one year after the Completion Date. However, each Sponsoring Public Entity reserves the right to pay cash to the Agency for its share of the Project Costs rather than have the Agency issue Bonds on its behalf.

(c)

- (i) Each Bond Resolution of the Agency shall specify the maximum principal amount of the Bonds to be issued thereunder. The Bonds shall mature not more than forty (40) years from the date of such Bonds and shall bear interest at not to exceed the maximum legal rate then permitted by law, and the Bond Resolution may create and provide for the maintenance of a revenue fund, an interest and sinking fund, a debt service reserve fund, and any other funds deemed prudent by the Agency, all in the manner and amounts as provided in such Bond Resolution.
- (ii) Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the Agency's Board of Directors or the execution of an Approval Certificate by the Agency, a substantially final copy of the proposed Bond Resolution for the applicable Sponsoring Public Entity, the Approval Certificate, if any, any Credit Agreements and the Sale and Offering Documents shall be presented to the applicable Sponsoring Public Entity for review and approval.
- (iii) Upon approval by the Sponsoring Public Entity for which the Agency issues a series of Bonds of (i) a Bond Resolution hereafter adopted by the Agency for the applicable Sponsoring Public Entity, including any Credit Agreements, (ii) any amendments to any Bond Resolution, (iii) an Approval Certificate authorized by a Bond Resolution, and (iv) the Sale and Offering Documents, and the delivery to the Agency of a certification signed by the Authorized Representative of the respective Sponsoring Public Entity to the effect that the Bond Resolution, including any Approval Certificate, and the Sale and Offering Documents comply with this Contract, then upon the adoption and approval of the Bond Resolution and the Approval Certificate, if any, in such final form by the Agency's Board of Directors or Authorized Representative, as the

case may be, and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the respective Sponsoring Public Entity and deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes. Any owner of Bonds is entitled to rely fully and unconditionally on any such approval.

- (iv) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, a Sponsoring Public Entity, shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the Sponsoring Public Entities so long as the Bonds and interest thereon are outstanding and unpaid, and may be enforced as provided in this Contract and the Bond Resolution. Particularly, the obligation of the respective Sponsoring Public Entity to make, promptly when due, all payments specified in this Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Contract. In addition, subject to the approval of the affected Sponsoring Public Entity, the Agency may enter into Credit Agreements for the purpose of achieving the lowest financing costs for the Project.
- (d) The provisions of this Article III shall apply to the Bonds issued by the Agency with respect to each phase of the construction of the Facilities.
- **5. Defined Terms.** All terms that are defined in the Contract will have those same definitions in this Amendment.
- **6. Remaining Provisions.** All other provisions of the Contract remain in full force and effect.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective Governing Bodies have caused this Amendment No. 1 to the Contract to be duly executed as of the day and year first above written.

#### HAYS CALDWELL PUBLIC UTILITY AGENCY

| Attest:                       | By: Chair, Board of Directors |
|-------------------------------|-------------------------------|
|                               | Chan, board of Directors      |
|                               |                               |
| By:                           |                               |
| Secretary, Board of Directors |                               |

## CITY OF BUDA, TEXAS

|                | By:         |  |
|----------------|-------------|--|
|                | Mayor       |  |
| Attest:        |             |  |
|                |             |  |
|                |             |  |
| By:            |             |  |
| City Secretary | <del></del> |  |

## CITY OF KYLE, TEXAS

|                | By:   |  |
|----------------|-------|--|
|                | Mayor |  |
| Attest:        |       |  |
|                |       |  |
|                |       |  |
| Ву:            |       |  |
| City Secretary |       |  |

## CITY OF SAN MARCOS, TEXAS

|            | Ву:          |  |
|------------|--------------|--|
|            | City Manager |  |
| Attest:    |              |  |
|            |              |  |
|            |              |  |
| By:        |              |  |
| City Clerk |              |  |

### **CANYON REGIONAL WATER AUTHORITY**

|         |                             | By: |                              |  |
|---------|-----------------------------|-----|------------------------------|--|
|         |                             |     | President, Board of Trustees |  |
| Attest: |                             |     |                              |  |
|         |                             |     |                              |  |
|         |                             |     |                              |  |
| By:     |                             |     |                              |  |
| · —     | Secretary Board of Trustees | -   |                              |  |

### REGULAR BOARD MEETING Hays Caldwell Public Utility Agency Board of Directors

#### **BOARD MEMBER PACKETS**

Wednesday, September 23rd, 2009 at 3:00 P.M. Kyle City Hall, 101 W. Center Street, Kyle, Texas 78640

Item 9. Consider adoption of resolution approving Amendment No. 1 to the Regional Water Supply Contract between the Hays Caldwell Public Utility Agency and the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos; and declaring an effective date.

The original Regional Water Supply Contract (RWSC) between the Hays Caldwell Public Utility Agency (HCPUA) and the Agency's sponsors was signed in January 2008. The contract dictates the terms of the contractual relationship among the sponsors and the Agency, including project percentage, payment options. The contract is anticipated to be in effect through major debt issuances by the Agency and therefore includes language required by the bond attorneys to cover this aspect.

The contract can be amended through amendments by the Sponsors and the Agency as necessary to address new information, changes in project percentages and other such issues. Any amendments must be approved by all four of the sponsoring entities as well as the HCPUA Board.

Below are the project percentages contained within the original RWSC:

| City of Buda, Texas       |        |  | 5.60%  |
|---------------------------|--------|--|--------|
| City of Kyle, Texas       |        |  | 20.50% |
| City of San Marcos, Texas |        |  | 39.70% |
| Canyon                    | 34.20% |  |        |
| Authority                 |        |  |        |

The objectives of Amendment #1 to the RWSC are as follows:

- Section 2.1 Expressly state the intended capacity of the Project, and provide for phasing of construction of the Facilities, as described in the Engineering Report.
- Section 2.15 Describe the Sponsors' respective shares of Project capacity in acre-feet as well as percentage terms. Adjust the shares based on updates from the Sponsors on their levels of participation (which are still being finalized at this point). State that the shares are also the Sponsors' shares of Project Costs. Allow the Parties to decide their shares in each phase of construction of the Project at the time Bonds are sold for that phase of the Project.
- Section 2.19 Require prior approval of the Agency Board and Sponors for any excess capacity in the Project.

## REGULAR BOARD MEETING Hays Caldwell Public Utility Agency Board of Directors

#### **BOARD MEMBER PACKETS**

Wednesday, September 23rd, 2009 at 3:00 P.M. Kyle City Hall, 101 W. Center Street, Kyle, Texas 78640

• Section 3.1 - Expressly state that acquisition of Water Rights will be accomplished through cash payments from the Sponsors. Clarify that the <u>Agency</u> will not issue Bonds until the HCPUA is ready to proceed with the first phase of Facilities construction.

Below are the new project percentages contained within the amendment:

| Sponsorii           | ng Public Er | ntity | Share of Project<br>Costs and Treated<br>Water | Acre-feet/year out of<br>Total Project<br>Capacity |
|---------------------|--------------|-------|------------------------------------------------|----------------------------------------------------|
| City of Bud         | da, Texas    |       | 5.08%                                          | 1,687                                              |
| City of Kyl         | e, Texas     |       | 28.17%                                         | 9,355                                              |
| City of Sai         | n Marcos, Te | xas   | 35.86%                                         | 11,910                                             |
| Canyon<br>Authority | Regional     | Water | 30.89%                                         | 10,260                                             |

#### **Board decision needed:**

Approval of the regional water supply contract amendment.

#### RESOLUTION NO. 20090923-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY APPROVING AMENDMENT NO. 1 TO THE REGIONAL WATER SUPPLY CONTRACT BETWEEN THE HAYS CALDWELL PUBLIC UTILITY AGENCY AND THE CANYON REGIONAL WATER AUTHORITY, THE CITY OF BUDA, THE CITY OF KYLE, AND THE CITY OF SAN MARCOS; AND DECLARING AN EFFECTIVE DATE

#### **RECITALS:**

- 1. The Hays Caldwell Public Utility Agency (the "Agency") was formed by the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos (the "Sponsoring Public Entities") for the purpose of developing a water supply project (the "Project") in the Carrizo and Wilcox aquifers.
- **2.** The Agency and the Sponsoring Public Entities entered into a Regional Water Supply Contract (the "Contract") as of January 1, 2008 to serve as the primary mechanism for financing Agency activities and the development of the Project, and to serve as the basis for issuance of future debt obligations by the Agency.
- **3.** The Agency and the Sponsoring Public Entities have agreed to amend the Contract to a) expressly state the intended capacity of the Project, and provide for phasing of construction of the Facilities, b) describe the Sponsoring Public Entities' respective shares of Project capacity in acre-feet as well as percentage terms, c) adjust the shares of Project capacity and costs based on updated levels of participation from the Sponsoring Public Entities, d) allow the Sponsoring Public Entities to decide their shares in each phase of the Project at the time bonds are sold for that phase of the Project, e) require prior approval of all parties for any excess capacity in the Project, and f) expressly state that the Agency's acquisition of groundwater rights will be accomplished through cash payments from the Sponsors, and these amendments are all incorporated in the attached Amendment No. 1 to the Regional Water Supply Contract.
- **4.** The Agency's bond counsel, Carol Polumbo and Jeff Kuhn, have reviewed and approved this amendment.

## BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY:

- **SECTION 1.** The attached Amendment No. 1 to the Regional Water Supply Contract between the Agency and the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos is approved.
- **SECTION 2.** Susan Narvaiz, Chair of the Agency Board of Directors, is authorized to execute the attached Amendment No. 1 to the Regional Water Supply Contract on behalf of the Agency.
- **SECTION 3.** This Resolution is in full force and effect immediately upon its passage.

### ADOPTED on September 23, 2009.

|                                         | ATTEST:                                             |
|-----------------------------------------|-----------------------------------------------------|
| Susan Narvaiz Chair, Board of Directors | Chris Betz, Secretary Secretary, Board of Directors |

#### AMENDMENT NO. 1 TO REGIONAL WATER SUPPLY CONTRACT

This is Amendment No. 1 to the Regional Water Supply Contract (the "Contract") by and among the Hays Caldwell Public Utility Agency (the "Agency"), and the City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas, and the Canyon Regional Water Authority. The Contract was dated and effective as of January 1, 2008. This Amendment is dated and effective as of October 31, 2009. The City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas, and the Canyon Regional Water Authority are referred to in this Amendment collectively as the "Sponsoring Public Entities" and singularly each as a "Sponsoring Public Entity".

#### **RECITALS:**

- 1. The Sponsoring Public Entities formed the Agency as a public utility agency pursuant to Chapter 572 of the Local Government Code, and executed the Contract in order to jointly plan, finance, construct, own, operate, or maintain facilities necessary for the conservation, storage, transportation, treatment, or distribution of water and wastewater, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection with the conservation, storage, transportation, treatment, or distribution of water and wastewater.
- 2. The Sponsoring Public Entities have decided to postpone the issuance of Bonds by the Agency, and they are financing the activities of the Agency through cash contributions until the time the Agency issues Bonds.
- 3. The Sponsoring Public Entities wish to revise the Contract to describe the Project more definitively, to modify the scope of the Project and the shares in the capacity of the Project to which each of them is entitled, to allow for future modifications to the scope and phasing of the Project, and to make other clarifying revisions to the Contract.

#### **AMENDMENT:**

- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Sponsoring Public Entities and the Agency mutually undertake, promise, and agree that the Contract is amended as follows:
- 1. Section 2.1 of the Agreement is amended as follows (<u>underlining</u> indicates added text; <del>overstrike</del> indicates deleted text):

#### Section 2.1. General; Project Description.

(a) The Project will have a total capacity of 33,212 acre-feet/year. The Facilities will be constructed in two phases as described in the Engineering Report, the first phase having a capacity of 15,000 acre-feet/year, and the second phase having a capacity of 18,212 acre-feet/year. Prior to the issuance of Bonds by the Agency for each phase of construction of the Facilities, the Parties may, by written amendment to this Contract approved by all of the Parties, agree to revise the total capacity of the Project,

the phasing of the Project, or the capacity of each phase of the Project. After the Agency issues Bonds in connection with a phase of the construction of the Facilities, any revision to the capacity of that phase of the Facilities will be limited by, and subject to, the terms and provisions of the Bonds issued for that phase of the Facilities.

- Subject to the remaining terms and provisions of this Contract, the Agency agrees to issue the Bonds and to acquire and construct the Project as generally described in the Engineering Report. It is estimated that the first phase of the Project will be placed in operation on or before December 31, 2018, or as soon thereafter as practicable. The Authorized Representative of the Agency hereby represents that he is not aware of any reason that the first phase of the Project, as contemplated, cannot be completed on or before December 31, 2018. It is expressly understood and agreed that any obligations on the part of the Agency to finance, acquire, construct, and complete the Project and to provide the water to the Sponsoring Public Entities shall be (i) conditioned upon the Agency's ability to obtain all necessary permits, Land Interests, material, labor, and equipment, and upon the ability of the Agency to finance the cost of the Project through the actual sale of the Bonds, including any Bonds needed to complete the Project, and (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State, and any regulatory body having jurisdiction. The Project shall be acquired and constructed by the Agency with all reasonable dispatch, and the Agency will diligently pursue such acquisition and construction in order that it may be completed as soon as practicable, delays incident to events of Force Majeure only excepted; but if for any reason there should be delays in or the entire failure of such acquisition, construction, and improvement, there shall be no diminution in or postponement of the Annual Payment Amounts to be made by the Sponsoring Public Entities hereunder and no resulting liability on the part of the Agency; provided, however, that the Sponsoring Public Entities retain the right to pursue any legal remedy to the extent that delays in the Project are the result of negligence on the part of the Agency.
- (c) The provisions of this Article II shall apply to each phase of the construction of the Facilities.
- 2. Section 2.15 of the Agreement is amended as follows (underlining indicates added text; overstrike indicates deleted text):

Section 2.15. Shares of Treated Water and Project Cost Quantity. The Sponsoring Public Entities' proportionate shares of the Project Costs and of the treated water produced by each phase of the Facilities constructed for the Project will be based on the capacity for each Sponsoring Public Entity out of the total Project capacity. The proportionate shares of Project Costs and treated water produced, and the capacity for each Sponsoring Public Entity out of the total Project capacity, are is-as follows:

| Sponsoring Public Entity | Project Share of Project Costs and Treated Water | Acre-feet/year out of<br>Total Project Capacity |
|--------------------------|--------------------------------------------------|-------------------------------------------------|
| City of Buda, Texas      | <del>5.60</del> <u>5.08</u> %                    | <u>1,687</u>                                    |
| City of Kyle, Texas      | <del>20.50</del> <u>28.17</u> %                  | <u>9,355</u>                                    |

| City of San Marcos, Texas       | <del>39.70</del> <u>35.86</u> % | <u>11,910</u> |
|---------------------------------|---------------------------------|---------------|
| Canyon Regional Water Authority | <del>34.20</del> <u>30.89</u> % | <u>10,260</u> |

Prior to the issuance of Bonds by the Agency for each phase of construction of the Facilities, the Parties may, by written amendment to this Contract approved by all of the Parties, agree to revise the proportionate shares of the treated water to be produced by, and the proportionate shares of Project Costs for, that phase of the Facilities. After the Agency issues Bonds in connection with a phase of construction of the Facilities, any revision to the proportionate shares of the treated water to be produced by, and the proportionate shares of Project Costs for, that phase of the Facilities will be limited by, and subject to, the terms and provisions of the Bonds issued for that phase of the Facilities.

3. Section 2.19 of the Agreement is amended as follows (<u>underlining</u> indicates added text; <del>overstrike</del> indicates deleted text):

Section 2.19. Excess Capacity. With prior approval of all of the Parties, the Agency may acquire Water Rights and Land Interests, and may construct the Facilities, so that the capacity of the Project exceeds the total Project capacity as stated in Section 2.1(a). In the event the Project is constructed so that there is excess capacity in all or any portion of the Facilities, such excess capacity shall be owned by the Agency. Any such excess capacity may be used only with the written consent of the Agency Board of Directors, which may include conditions deemed appropriate by the Board.

**4. Section 3.1 of the Agreement is amended as follows** (<u>underlining</u> indicates added text; <del>overstrike</del> indicates deleted text):

#### **Section 3.1.** Issuance of Bonds.

The Agency's acquisition of the Water Rights for the Project will be financed by the receipt of cash contributions from the Sponsoring Public Entities (which, as to a particular Sponsoring Public Entity, may be proceeds of a loan, bonds or other debt issued by that entity). The Agency's acquisition of other Land Interests needed for the Project, and the Agency's acquisition and construction of each phase of the Facilities Project and any other substantial improvements to the Facilities Project will be financed by (i) receipt of cash from a Sponsoring Public Entity, (ii) the Agency through the issuance of one or more series or issues of its Bonds by the Agency for a Sponsoring Public Entity, which Bonds are payable from and secured, in part, by an assignment of the Annual Payment Amounts made under this Contract by the designated Sponsoring Public Entity for which such series of Bonds are issued or (iii) any combination of (i) and (ii). It is expressly understood and agreed by the Agency and the Sponsoring Public Entities that any Bonds issued by the Agency shall be issued as separate series of each Sponsoring Public Entity requesting financing by the Agency. Each Sponsoring Public Entity shall be responsible solely for the Bond Payments on its series of Bonds. No Sponsoring Public Entity shall have any liability or responsibility for any Bond Payments on a series of Bonds issued for another Sponsoring Public Entity. In consideration of the covenants and agreements set forth in this Contract, and to enable the Agency to issue the Bonds to carry out the intents and purposes hereof, this Contract is executed to assure the

issuance of the Bonds and to provide for and ensure the due and punctual payment to the Agency or to the Trustee by each Sponsoring Public Entity for which the Agency has issued a series of Bonds, of amounts not less than the Annual Payment Amounts on a series of Bonds issued for a particular Sponsoring Public Entity. Each of the Sponsoring Public Entities hereby agrees to make, or cause to be made, its respective Annual Payment Amount, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution.

(b) The proceeds from the sale of the Bonds, together with any cash received from a Sponsoring Public Entity, will be used for the payment of the Project Costs. The Bonds will be issued by the Agency in the amount anticipated to be required to acquire and construct the Project, including payment of all Project Costs advanced by one or more of the Sponsoring Public Entities and incurred by the Agency prior to the date of issuance of the Bonds, and to fund, to the extent deemed advisable by the Agency, a debt service reserve fund and interest on the Bonds during construction and for up to one year after the Completion Date. However, each Sponsoring Public Entity reserves the right to pay cash to the Agency for its share of the Project Costs rather than have the Agency issue Bonds on its behalf.

(c)

- (i) Each Bond Resolution of the Agency shall specify the maximum principal amount of the Bonds to be issued thereunder. The Bonds shall mature not more than forty (40) years from the date of such Bonds and shall bear interest at not to exceed the maximum legal rate then permitted by law, and the Bond Resolution may create and provide for the maintenance of a revenue fund, an interest and sinking fund, a debt service reserve fund, and any other funds deemed prudent by the Agency, all in the manner and amounts as provided in such Bond Resolution.
- (ii) Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the Agency's Board of Directors or the execution of an Approval Certificate by the Agency, a substantially final copy of the proposed Bond Resolution for the applicable Sponsoring Public Entity, the Approval Certificate, if any, any Credit Agreements and the Sale and Offering Documents shall be presented to the applicable Sponsoring Public Entity for review and approval.
- (iii) Upon approval by the Sponsoring Public Entity for which the Agency issues a series of Bonds of (i) a Bond Resolution hereafter adopted by the Agency for the applicable Sponsoring Public Entity, including any Credit Agreements, (ii) any amendments to any Bond Resolution, (iii) an Approval Certificate authorized by a Bond Resolution, and (iv) the Sale and Offering Documents, and the delivery to the Agency of a certification signed by the Authorized Representative of the respective Sponsoring Public Entity to the effect that the Bond Resolution, including any Approval Certificate, and the Sale and Offering Documents comply with this Contract, then upon the adoption and approval of the Bond Resolution and the Approval Certificate, if any, in such final form by the Agency's Board of Directors or Authorized Representative, as the

case may be, and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the respective Sponsoring Public Entity and deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes. Any owner of Bonds is entitled to rely fully and unconditionally on any such approval.

- (iv) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, a Sponsoring Public Entity, shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the Sponsoring Public Entities so long as the Bonds and interest thereon are outstanding and unpaid, and may be enforced as provided in this Contract and the Bond Resolution. Particularly, the obligation of the respective Sponsoring Public Entity to make, promptly when due, all payments specified in this Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Contract. In addition, subject to the approval of the affected Sponsoring Public Entity, the Agency may enter into Credit Agreements for the purpose of achieving the lowest financing costs for the Project.
- (d) The provisions of this Article III shall apply to the Bonds issued by the Agency with respect to each phase of the construction of the Facilities.
- **5. Defined Terms.** All terms that are defined in the Contract will have those same definitions in this Amendment.
- **6. Remaining Provisions.** All other provisions of the Contract remain in full force and effect.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective Governing Bodies have caused this Amendment No. 1 to the Contract to be duly executed as of the day and year first above written.

#### HAYS CALDWELL PUBLIC UTILITY AGENCY

| Attest:                       | By:                       |
|-------------------------------|---------------------------|
|                               | Chair, Board of Directors |
|                               |                           |
|                               |                           |
| By:                           |                           |
| Secretary, Board of Directors |                           |

## CITY OF BUDA, TEXAS

|                | By:   |  |
|----------------|-------|--|
|                | Mayor |  |
| Attest:        |       |  |
|                |       |  |
|                |       |  |
| Ву:            |       |  |
| City Secretary |       |  |

## CITY OF KYLE, TEXAS

|                | By:         |  |
|----------------|-------------|--|
|                | Mayor       |  |
| Attest:        |             |  |
|                |             |  |
|                |             |  |
| By:            |             |  |
| City Secretary | <del></del> |  |

## CITY OF SAN MARCOS, TEXAS

|            | By:          |  |
|------------|--------------|--|
|            | City Manager |  |
| Attest:    |              |  |
|            |              |  |
|            |              |  |
| By:        |              |  |
| City Clerk |              |  |

### **CANYON REGIONAL WATER AUTHORITY**

|                            | By:                          |
|----------------------------|------------------------------|
|                            | President, Board of Trustees |
| Attest:                    |                              |
|                            |                              |
|                            |                              |
| By:                        |                              |
| Secretary, Board of Trusto |                              |

#### RESOLUTION NO. 20090923-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY APPROVING AMENDMENT NO. 1 TO THE REGIONAL WATER SUPPLY CONTRACT BETWEEN THE HAYS CALDWELL PUBLIC UTILITY AGENCY AND THE CANYON REGIONAL WATER AUTHORITY, THE CITY OF BUDA, THE CITY OF KYLE, AND THE CITY OF SAN MARCOS; AND DECLARING AN EFFECTIVE DATE

#### RECITALS:

- 1. The Hays Caldwell Public Utility Agency (the "Agency") was formed by the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos (the "Sponsoring Public Entities") for the purpose of developing a water supply project (the "Project") in the Carrizo and Wilcox aquifers.
- **2.** The Agency and the Sponsoring Public Entities entered into a Regional Water Supply Contract (the "Contract") as of January 1, 2008 to serve as the primary mechanism for financing Agency activities and the development of the Project, and to serve as the basis for issuance of future debt obligations by the Agency.
- **3.** The Agency and the Sponsoring Public Entities have agreed to amend the Contract to a) expressly state the intended capacity of the Project, and provide for phasing of construction of the Facilities, b) describe the Sponsoring Public Entities' respective shares of Project capacity in acre-feet as well as percentage terms, c) adjust the shares of Project capacity and costs based on updated levels of participation from the Sponsoring Public Entities, d) allow the Sponsoring Public Entities to decide their shares in each phase of the Project at the time bonds are sold for that phase of the Project, e) require prior approval of all parties for any excess capacity in the Project, and f) expressly state that the Agency's acquisition of groundwater rights will be accomplished through cash payments from the Sponsors, and these amendments are all incorporated in the attached Amendment No. 1 to the Regional Water Supply Contract.
- **4.** The Agency's bond counsel, Carol Polumbo and Jeff Kuhn, have reviewed and approved this amendment.

## BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY:

- **SECTION 1.** The attached Amendment No. 1 to the Regional Water Supply Contract between the Agency and the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos is approved.
- **SECTION 2.** Susan Narvaiz, Chair of the Agency Board of Directors, is authorized to execute the attached Amendment No. 1 to the Regional Water Supply Contract on behalf of the Agency.
- **SECTION 3.** This Resolution is in full force and effect immediately upon its passage.

## ADOPTED on September 23, 2009.

|                                            | ATTEST:                                                |
|--------------------------------------------|--------------------------------------------------------|
|                                            |                                                        |
| Susan Narvaiz<br>Chair, Board of Directors | Chris Betz, Secretary<br>Secretary, Board of Directors |

#### CERTIFICATE OF BOARD SECRETARY

THE STATE OF TEXAS §

COUNTY OF HAYS §

#### THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 9th day of January, 2008, the Board of Directors (the *Board*) of the Hays Caldwell Public Utility Agency (the *Agency*) convened in a regular meeting at the City Train Depot in Kyle, Texas (the *Meeting*), the duly constituted members of the Board being as follows:

Mayor Susan Narvaiz Chair Mark Speed Director Councilman Mike Moore Vice Chair Robert Camareno Director Collette Jamison Director Jesse Shanks Director Treasurer Tom Mattis Tom Taggart Director Chris Betz Secretary Director Alan McPherson Director Laurie Anderson David Davenport Director Rosie Vela Director

and all of such persons were present at the Meeting, except for Mr. Moore and Mr. McPherson, who were absent, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY APPROVING A REVISED REGIONAL WATER SUPPLY CONTRACT BETWEEN THE AGENCY AND THE CANYON REGIONAL WATER AUTHORITY, THE CITY OF BUDA, THE CITY OF KYLE, AND THE CITY OF SAN MARCOS; AND DECLARING AN EFFECTIVE DATE

was introduced and submitted to the Board for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Mr. Taggart that the Resolution be finally passed and adopted in accordance with the Agency's Bylaws. The motion was seconded by Mr. Shanks and carried by the following vote:

11 voted "For"

None voted "Against"

None abstained

all as shown in the official Minutes of the Board for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the Agency; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Agency, this 9th day of January, 2008.

Chris Betz

**Board Secretary** 

(AGENCY SEAL)

#### RESOLUTION NO. 20080109-001

A RESOLUTION OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY BOARD OF DIRECTORS APPROVING A REVISED REGIONAL WATER SUPPLY CONTRACT BETWEEN THE AGENCY AND THE CANYON REGIONAL WATER AUTHORITY, THE CITY OF BUDA, THE CITY OF KYLE, AND THE CITY OF SAN MARCOS, AND DECLARING AN EFFECTIVE DATE

#### **RECITALS:**

- 1. The Hays Caldwell Public Utility Agency (the "Agency") was formed by the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos (the "Sponsoring Public Entities") for the purpose of developing a water supply project (the "Project") in the Carrizo-Wilcox Aquifer.
- **2.** The Agency's bond counsel and financial advisors have recommended that the Agency enter into a water supply contract with the Sponsoring Public Entities to serve as the primary mechanism for financing Agency activities and the development of the Project, and to serve as the basis for issuance of debt obligations by the Agency.
- **3.** The Agency Board of Directors (the "Agency Board"), at its meeting on September 26, 2007, approved a Regional Water Supply Contract. Since that time, the Agency's financial advisors suggested that the Agency and Sponsoring Public Entities consider revising the contract to allow the Agency to issue bonds in four separate series, one for each Sponsor. This would allow each Sponsor to structure its portion of the debt in a manner best suited to its circumstances. On November 14, 2007, the Executive Committee of the Agency Board recommended that the contract be revised to provide for the issuance of Agency bonds in separate series for each Sponsor. At its meeting on December 12, 2007, the Agency Board directed the Agency's bond attorneys and general counsel to draft the needed revisions to the contract
- 4. The Agency's bond attorneys and general counsel have revised the Regional Water Supply Contract to provide for the issuance of Agency bonds in separate series for each Sponsor, and the Agency Board wishes to approve the Regional Water Supply Contract as revised.

## BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY:

- **SECTION 1.** The attached Regional Water Supply Contract, as revised, between the Agency and the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos is approved.
- **SECTION 2.** The Chair of the Agency's Board of Directors, Susan Narvaiz, is authorized to execute the attached contract on behalf of the Agency.
- **SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: January 9, 2008

ATTEST:

Chris Betz

Susan Narvaiz Chair, Board of Directors ( Secretary, Board of Directors

#### REGIONAL WATER SUPPLY CONTRACT

THIS REGIONAL WATER SUPPLY CONTRACT (the "Contract") is dated and entered into as of the Texas (the "State"), created authority and instrumentality and political subdivision of the State of Texas (the "State"), created and existing under the laws of the State, including Chapter 422 as amended, Texas Local Government Code, and the City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas, municipalities and political subdivisions of the State, and the Canyon Regional Water Authority, a conservation and reclamation district and political subdivision of the State of Texas, created and existing pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State. The City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas, and the Canyon Regional Water Authority are referred to in this Contract collectively as the "Sponsoring Public Entities" and singularly each as a "Sponsoring Public Entity."

#### **RECITALS**

WHEREAS, Chapter 422 of the Texas Local Government Code, as amended (the "Act") authorizes public entities to create a public utility agency to plan, finance, construct, own, operate, or maintain facilities necessary for the conservation, storage, transportation, treatment, or distribution of water and wastewater, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection with the conservation, storage, transportation, treatment, or distribution of water and wastewater; and

WHEREAS, the City Councils of the City of Buda, Texas, the City of Kyle, Texas, and the City of San Marcos, Texas and the Board of Trustees of the Canyon Regional Water Authority (collectively, the "Governing Bodies") have collectively determined to authorize and approve the creation of the Agency as their constituted authority and instrumentality to accomplish the specific public purpose to plan, finance, construct, acquire, own, operate, or maintain facilities necessary for the conservation, storage, transportation, treatment, or distribution of water and wastewater, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection with the conservation, storage, transportation, treatment, or distribution of water and wastewater, pursuant to the provisions of the Act, and other applicable law; and

WHEREAS, the Sponsoring Public Entities, pursuant to the Act and other applicable law, have authorized the creation of the Agency for the purposes set forth in the Agency's Bylaws, including the issuance of bonds to finance the costs of the Project, as hereinafter defined; and

WHEREAS, the Agency intends to own, design, construct, acquire, maintain, and operate the Project in a manner that will allow the Agency to deliver its water to the Sponsoring Public Entities and other potential purchasers on a regional basis; and

WHEREAS, the Sponsoring Public Entities and the Agency, exercising their mutual authority and furthering their mutual and urgent interests, wish to enter into this Contract in order

to most efficiently and quickly obtain the capability to deliver the water to the Sponsoring Public Entities; and

WHEREAS, it is necessary that facilities, wells, storage tanks, lines, booster pumps, treatment facilities, and other appurtenances sufficient to deliver the water to which the Sponsoring Public Entities are entitled under this Contract and additional water which the Sponsoring Public Entities may acquire (the "Facilities") be constructed and that the easements, rights-of-way, and other interests in land necessary for the production, withdrawal or diversion of and the acquisition, construction, maintenance, and operation of the Facilities (collectively, the "Land Interests") be purchased (the "Land Interests" and the "Facilities," together the "Project"); and

WHEREAS, it is expected by the Agency and the Sponsoring Public Entities that as soon as practicable after the execution of this Contract the Agency will issue its Bonds (as hereinafter defined) in series for each Sponsoring Public Entity requesting financing through the Agency, payable from and secured solely by payments under this Contract to be made by such Sponsoring Public Entity for which the series of Bonds are issued for the acquisition and construction of the Project; and

WHEREAS, the Agency, to the best of its ability, shall in general do or cause to be done all such things as may be required for the proper acquisition, construction and operation of the Project; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Sponsoring Public Entities and the Agency mutually undertake, promise, and agree as follows:

#### ARTICLE I

# **DEFINITIONS AND INTERPRETATIONS**

Section 1.1 <u>Definitions.</u> In addition to the terms defined above, the following terms shall have the meanings assigned to them below wherever they are used in this Contract, unless the context clearly requires otherwise:

- (a) "Accountant" means a nationally recognized independent certified public accountant, or an independent firm of certified public accountants, selected by the Agency.
- (b) "Additional Bonds" means one or more series of additional Bonds which are issued by the Agency to finance the completion of the Project pursuant to Section 2.9 hereof or for any other lawful purpose.
- (c) "Agency" means the Hays Caldwell Public Utility Agency and its lawful successors and assigns.
- (d) "Annual Payment Amounts" means the amount of money, constituting the Operation and Maintenance Expenses, Overhead Expenses and, to the extent the Agency issues a series of Bonds on behalf of a Sponsoring Public Entity, the Bond Payment, to be paid to the Agency by each Sponsoring Public Entity, on a several and not a joint basis as described in

- Section 3.1, Section 3.5, and Section 5.2 hereof from the revenues of the Sponsoring Public Entities' Systems as an operating and maintenance expense of the Sponsoring Public Entities' Systems (or any other lawfully available revenues of the Sponsoring Public Entities), at the times and in the amounts required by Sections 3.5 and 5.2 of this Contract.
- (e) "Approval Certificate" means the certificate or certificates, if any, of the Chair, Board of Directors or Authorized Representative of the Agency approving certain terms of a series of Bonds.
- (f) "Authorized Representative" means any person at the time delegated authority to act on behalf of a Sponsoring Public Entity or the Agency, as the case may be, and designated as such in a written certificate, containing a specimen signature of such person, which, for a Sponsoring Public Entity shall be the City Manager, City Administrator, or General Manager, as appropriate, of the Sponsoring Public Entity or such other officers or employees of the Sponsoring Public Entity authorized to act on behalf of the Sponsoring Public Entity during the respective City Manager's, City Administrator's, or General Manager's absence or incapacity, and for the Agency shall be the Chair, Board of Directors of the Agency or such other officer or employee of the Agency authorized to act on behalf of the Agency during the absence or incapacity of the Chair, Board of Directors, unless a party notifies the other parties in writing of a change in its Authorized Representative.
- (g) "Bond Payment(s)" means the amount of money to be paid to the Agency by a Sponsoring Public Entity, for the debt service or to fund or replenish any debt service reserve fund or other special or contingency fund on one or more series of Bonds issued for that respective Sponsoring Public Entity, from the revenues of such Sponsoring Public Entity's System as an operating and maintenance expense of the System at the times and in the amounts required by Sections 3.5 and 5.2 of this Contract. A Sponsoring Public Entity is responsible for paying debt service on only the series of Bonds issued for that Sponsoring Public Entity.
- (h) "Bond Resolution" means any resolution and/or trust indenture of the Agency, authorizing the issuance of and securing a series of Bonds and all amendments and supplements thereto and including the Approval Certificate, if any, authorized by such resolution to establish certain of the terms of the Bonds authorized by such resolution. Since separate series of Bonds will be issued for each Sponsoring Public Entity requesting financing, any reference in this Contract means the Bond Resolution related to the Sponsoring Public Entity for which such series of Bonds were issued.
- (i) "Bonds" means all bonds, notes, or other obligations hereafter issued by the Agency in multiple series with a separate series for each Sponsoring Public Entity requesting financing the proceeds of which are used to pay Project Costs (including any Additional Bonds) or to refund any Bonds or to refund any such refunding Bonds.
- (j) "Claim," as used in Section 8.13 of this Contract, means claims, demands, and expenses, including reasonable attorney's fees.
- (k) "Code" means the Internal Revenue Code of 1986, and any amendments thereto, as in force and effect on the date of delivery of any series of Bonds.
- (l) "Completion Date" means such term as it is defined in Section 2.9 of this Contract.

- (m) "Credit Agreement" means any bond insurance policy or other credit agreement, as defined in and authorized by the provisions of Chapter 1371, as amended, Texas Government Code, which the Agency enters into relating to its obligations with respect to the Bonds.
- (n) "Delivery Point" means the place, whether one or more, to which the Agency will deliver water to each Sponsoring Public Entity pursuant to this Contract.
- (o) "Engineer of Record" means the Engineer of Record for a Sponsoring Public Entity so designated by the governing body of the Sponsoring Public Entity with notice to the Agency.
- (p) "Engineering Report" means the "Final Report of the Plumbing Plan," prepared by Lockwood, Andrews & Newnam, Inc., dated September 21, 2007, as such report may be amended, modified and changed and superseded with the approval of the Agency and Sponsoring Public Entities, at any time prior to the execution of construction contracts for the Project or as modified and changed by change orders issued after the execution of such construction contracts; provided, however, no such change orders shall adversely affect any of the Sponsoring Public Entities without the consent of the Sponsoring Public Entities.
- (q) "Fiscal Year" means the Sponsoring Public Entities' fiscal years, which currently begin on October 1 of each year, as they may be changed from time to time with notice to the Agency.
  - (r) "Force Majeure" means such term as it is defined in Section 8.3 of this Contract.
- (s) "Facilities" means the facilities, wells, diversion structures, treatment plants, storage tanks, capacity rights, lines, booster pumps, and other appurtenances sufficient to produce, divert, treat and deliver the water to which the Sponsoring Public Entities are entitled under this Contract and any improvements, additions, or extensions to such Facilities hereafter acquired or constructed to deliver water between such places.
- (t) "Land Interests" means the easements, right-of-way, and other interests in real property necessary for the acquisition, construction, and operation of the Facilities and the Water Rights for the Project.
- (u) "MSRB" means the Municipal Securities Rulemaking Board and any successor to its duties.
- (v) "NRMSIR" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.
- (w) "Operation and Maintenance Expenses" means all direct costs and expenses incurred by the Agency for its operation and maintenance, including but not limited to, the operation and maintenance of the Project, including (for greater certainty but without limiting the generality of the foregoing) amounts payable under any contract with any person, including, but not limited to any federal, state, or local agency for the right to produce, withdraw or divert and use water, any contribution or payment in lieu of taxes or any fee or charge by any government authority relating to the Agency's production, withdrawal or diversion of or sale of treated water hereunder, the costs of utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the Project, Overhead Expenses, any required costs of mitigation and land management incidental to Project operation, and costs

of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the Project. The term "Operation and Maintenance Expenses" does not include depreciation charges or such portion of the above-described costs to the extent such costs are paid pursuant to an agreement other than this Contract.

- "Overhead Expenses" means the Agency's reasonable and necessary costs and expenses incurred at any time directly related to the issuance and servicing of the Bonds, the acquisition of Land Interests required for the Project, the design, permitting, financing, acquisition, construction, and ownership of the Project and any other activities required of or involving the Agency in connection with or attributable to the Project or the Bonds, including, but not limited to: (i) per diem and reimbursable expenses incurred by the Directors of the Agency for special meetings of the Agency's Board of Directors related to the Project; (ii) services of the professional, technical skilled and unskilled persons and firms engaged by or associated with the Agency, other than Agency staff personnel, together with their reimbursable expenses paid or required to be paid by the Agency; (iii) salaries of the Agency's staff attributable to the Project or the Bonds based on time expended, as documented or reasonably estimated by the President, Board of Directors of the Agency; (iv) the costs of preparing applications for and obtaining all approvals and authorizations required for the Project or the Bonds from the regulatory authorities having jurisdiction; (v) the cost of property casualty and public liability insurance incurred prior to the Completion Date; including any insurance deductible charged to or required to be paid by the Agency; provided that if the Agency is unable to obtain such insurance on an occurrence basis, then any expense incurred by the Agency from and after the Completion Date for casualty and public liability insurance, including any insurance deductible, shall be paid by the Sponsoring Public Entities; (vi) all costs incurred in litigation involving or relating to the Project; and (vii) any and all other costs and expenses, including outof-pocket expenses, incurred by the Agency attributable to the Project or the Bonds, whether enumerated above or not, and whether or not included in the definition or as a part of Project Costs.
- "Permitted Liens" means: (i) minor irregularities, charges, liens, encumbrances, (y) defects, easements, licenses, rights-of-way, servitudes, restrictions, mineral rights, and clouds on title which, in the opinion of counsel to the Agency, a copy of which shall be forwarded to each of the Sponsoring Public Entities, do not materially impair the use of the Project for the purposes for which it is designed; (ii) easements for roads (as used in this Contract, the term "roads" shall include, without limitation, streets, curbs, gutters, drains, ditches, sewers, conduits, canals, mains, aqueducts, aerators, connections, ramps, docks, viaducts, alleys, driveways, parking areas, walkways, and trackage), utilities (which for purposes of this Contact shall include, without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other collection, transportation, light, heat, power, and communication systems) and similar easements and other easements, rights-of-way, rights of flowage, flooding, diversion or outfall, licenses, restrictions, and obligations relating to the operation of the Project which, in the opinion of counsel to the Agency, a copy of which shall be forwarded to each of the Sponsoring Public Entities, do not materially impair the use of the Project for the purposes for which it is designed; (iii) rights of the United States or any state or political subdivision thereof, or other public or governmental authority or agency or any other entity vested with the power of eminent domain to take or control property or to terminate any right, power, franchise, grant, license, or permit previously in force.

- (z) "Plans and Specifications" means the plans and specifications prepared for the Project by the Project Engineer, as the same may be revised from time to time in accordance with this Contract.
- (aa) "Project" means, collectively, the Land Interests and the Facilities as described in the recitals to this Contract and in the Engineering Report, and as those terms are defined in this Section.
- "Project Costs" means and includes, without limitation, the following costs (bb) incurred for the Project by or on behalf of the Agency or the Sponsoring Public Entities: (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies; (ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the Facilities, and any structure, item of equipment, or other item, used for, or in connection with, the Project; (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the Project; (iv) the cost of engineering, legal, architectural or other related services; (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the Project; (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the Project in operation; (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State; (viii) costs incurred in connection with financing the project, including, without limitation: (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements; (2) the cost of printing, engraving, and reproduction services; and (3) the cost of a trustee's or paying agent's initial or acceptance fee and subsequent fees; (ix) all costs, fees and expenses of litigation of all kinds; (x) the cost of property casualty and public liability insurance; (xi) the fees and costs of the underwriters as the anticipated purchasers of the Bonds; (xii) reimbursement of the costs previously incurred by the Sponsoring Public Entities with respect to the Project; and (xiii) other costs generally recognized as a part of Project construction costs.
- (cc) "Project Engineer" means such engineering firm or firms as may be selected by the Agency.
- (dd) "Prudent Utility Practice" means any of the practices, methods, and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the public utility industry prior thereto, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act at the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. In the case of any facility included in a Sponsoring Public Entity's System which is owned in common with one or more other entities, the term "Prudent Utility Practice," as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.
  - (ee) "Rule" means SEC Rule 15c2-12, as amended from time to time.

- (ff) "Sale and Offering Documents" means any official notice of sale, official bid form, preliminary official statement, official statement, or other offering document for a series of Bonds.
- (gg) "SEC" means the United States Securities and Exchange Commission and any successor to its duties.
- (hh) "SID" means any entity designated by the State or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.
- (ii) "Sponsoring Public Entities" means collectively the City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas and Canyon Regional Water Authority. "Sponsoring Public Entity" means respectively, the City of Buda, Texas, the City of Kyle, Texas, the City of San Marcos, Texas or the Canyon Regional Water Authority.
- (jj) "Sponsoring Public Entities' Systems" or "Systems" means collectively the Sponsoring Public Entity's System of all of the Sponsoring Public Entities.
- "Sponsoring Public Entity's System" or "System" means and includes the existing combined waterworks and wastewater disposal system of each of the Sponsoring Public Entities, together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, storm sewer and drainage and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof. Provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the terms "Sponsoring Public Entity's System" or "System" shall not include any waterworks or wastewater facilities which are declared by the respective Sponsoring Public Entity not to be a part of that Sponsoring Public Entity's System, and which are hereafter acquired or constructed by that Sponsoring Public Entity with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of that Sponsoring Public Entity which are not secured by or payable from the net revenues of that Sponsoring Public Entity's System, but which are secured by and are payable solely from special contract revenues, or payments received from that Sponsoring Public Entity or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of that Sponsoring Public Entity's System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds".
- (ll) "Sponsoring Public Entity's Utility Bonds" or "Utility Bonds" means the bonds, notes and other obligations of a Sponsoring Public Entity outstanding from time to time secured by a lien on and pledge of the net revenues of that Sponsoring Public Entity's System or any part thereof, regardless of lien priority.
  - (mm) "State" means the State of Texas.
- (nn) "TCEQ" means the Texas Commission on Environmental Quality or its successors or assigns.
- (oo) "Trustee" means any trustee named under a trust indenture or the paying agent/registrar named in a paying agent/registrar agreement entered into by the Agency securing the payment of a series of Bonds and authorized by a Bond Resolution.

- (pp) "TWDB" means the Texas Water Development Board or any successor entity thereto.
- (qq) "TWDB Program" means TWDB's State Participation Account as authorized pursuant to Article III, Sections 49-d, 49-d-2, and 49-d-8 of the Texas Constitution and Chapter 16, Subchapters E and F, Texas Water Code or other applicable TWDB program.
- (rr) "Water Rights" means the right to produce, withdraw or divert water, and transport the water from the location where it is produced, withdrawn, or diverted into Caldwell County, Guadalupe County, Hays County, and the surrounding counties. "Water Rights" are a component of "Land Interests".
- Section 1.2 <u>Interpretation</u>. The table of contents and caption headings of this Contract are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Contract and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract.

## **ARTICLE II**

# ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.1 General. Subject to the remaining terms and provisions of this Contract, the Agency agrees to issue the Bonds and to acquire and construct the Project as generally described in the Engineering Report. It is estimated that the Project will be placed in operation on or before December 31, 2018, or as soon thereafter as practicable. The Authorized Representative of the Agency hereby represents that he is not aware of any reason that the Project, as contemplated, cannot be completed on or before December 31, 2018. It is expressly understood and agreed that any obligations on the part of the Agency to finance, acquire, construct, and complete the Project and to provide the water to the Sponsoring Public Entities shall be (i) conditioned upon the Agency's ability to obtain all necessary permits, Land Interests, material, labor, and equipment, and upon the ability of the Agency to finance the cost of the Project through the actual sale of the Bonds, including any Bonds needed to complete the Project, and (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State, and any regulatory body having jurisdiction. The Project shall be acquired and constructed by the Agency with all reasonable dispatch, and the Agency will diligently pursue such acquisition and construction in order that it may be completed as soon as practicable, delays incident to events of Force Majeure only excepted; but if for any reason there should be delays in or the entire failure of such acquisition, construction, and improvement, there shall be no diminution in or postponement of the Annual Payment Amounts to be made by the Sponsoring Public Entities hereunder and no resulting liability on the part of the Agency; provided, however, that the Sponsoring Public Entities retain the right to pursue any legal remedy to the extent that delays in the Project are the result of negligence on the part of the Agency.

Section 2.2 Location of Project; Acquisition of Land Interests. The Facilities will be constructed and located on, across, within, and through the Land Interests. The Agency (or one or more of the Sponsoring Public Entities acting on behalf of the Agency) shall, as soon as possible after the delivery of this Contract, and subject to the receipt of the Bond proceeds or

funds from one or more of the Sponsoring Public Entities, undertake the acquisition of the Land Interests. The Agency shall be responsible for ensuring that proper filings of each such portion of the Land Interests are made in the deed records of the appropriate counties to ensure that all interested parties have proper notice of the Agency's interests in the Land Interests. As each deed, easement, or other evidence of an interest in real property comprising a portion of the Land Interests is acquired by the Agency, a copy of such instrument, together with evidence of its filing in the deed records of the counties in which such portion lies, shall, upon the written request of a Sponsoring Public Entity, be given to that Sponsoring Public Entity.

The Agency shall acquire a title insurance policy or a title opinion showing good and indefeasible title with respect to each Land Interest acquired. A copy of each such title insurance policy or title opinion shall be retained in the Agency's official records.

Section 2.3 Construction. The Agency shall, as soon as possible, and in accordance with the Engineering Report, undertake to make, execute, deliver, and prosecute all contracts, orders, receipts, writings, and instructions with or to other persons, and in general do or cause to be done all such other things, as may be required for the proper acquisition and construction of the Facilities.

Section 2.4 Selection of Project Engineer; Plans and Specifications; Bidding. The Agency shall cause the Project Engineer to complete the Plans and Specifications and the other materials to be used in construction of the Facilities and to perform such other engineering tasks as shall be necessary for construction of the Facilities. The bid documents may include appropriate alternatives to assure the most advantageous price consistent with expeditious completion. The specifications for the Project may include as an owner cost any or all insurance coverages either required by law or deemed necessary or advisable by the Agency. Upon obtaining the approval of the Board of Directors of the Agency of the Plans and Specifications and bid documents, the Agency, through its Project Engineer, will promptly advertise for bids for the Project to the extent and as required by law. The Agency may break the construction of the Facilities into several contracts or phases as it determines is best for the timely acquisition and construction of the Facilities. After the receipt of bids, the Agency shall identify the lowest responsible bidder(s) and award the contract(s). If all bids are rejected, bids will again be solicited, following the procedure outlined above in this Section, until such time as bids satisfactory to the Agency have been received. The Agency shall not be obligated to award a construction contract unless the proceeds from the Bonds are available to pay the contract(s).

Section 2.5 Alternative Method for Construction Procurement. If authorized under applicable laws, the Agency may procure the design and construction services for the Facilities using an alternative procurement method, such as design-build or construction manager-at-risk. If so authorized, and if the Agency Board of Directors approves the use of an alternative procurement method, the Agency shall proceed to select the contractor and contract for the design and construction of the Facilities in compliance with all applicable laws.

<u>Section 2.6</u> <u>Liens.</u> Neither the Sponsoring Public Entities nor the Agency will create or permit or suffer to exist any lien, encumbrance, or charge upon the Project or any interest therein at any time, except Permitted Liens.

Section 2.7 Revisions of Plans. The Plans and Specifications may be revised prior to the Completion Date.

Section 2.8 Approvals. Unless otherwise required by law, each consent, approval, or other official action required of the Sponsoring Public Entities or the Agency by any provision of this Contract shall be deemed in compliance with this Contract when written evidence of such action, signed by the respective Authorized Representative, is delivered to the party who is to receive evidence of such action. All contracts to be entered into by the Agency shall be authorized by the Agency's Board of Directors. The Sponsoring Public Entities will cooperate with the Agency in the design, financing, acquisition, and construction of the Project and, following the adoption of the Bond Resolution by the Agency's Board of Directors, will not take any action or fail to take any action (including, without limitation, any exercise or denial of its consent or approval of any action proposed to be taken by the Agency or any of its agents hereunder), if taking or failing to take such action, respectively, would unreasonably delay or obstruct the completion of the Project by the Agency.

## Section 2.9 Completion.

- (a) Except as otherwise provided in subsection (b) of this Section, when the Facilities have been substantially completed, the Agency shall deliver to the Sponsoring Public Entities a certificate of the Agency and the Project Engineer stating that, as of a specified date, the Project has been substantially completed and is ready to be placed in service (the date specified in such certificate being herein called the "Completion Date").
- (b) The Sponsoring Public Entities and the Agency acknowledge that the proceeds of the initial series of Bonds will be insufficient to complete the acquisition and construction of the Project, and accordingly agree to use their best efforts to issue Additional Bonds, or to secure financing pursuant to the TWDB Program or a similar State or Federal Program (e.g., the USEPA Revolving Fund), in an amount sufficient to complete the Project.
- Section 2.10 Title to Water. Title to the water shall be in the Agency until it passes through the meter or meters installed pursuant to this Contract at or near the Delivery Point, following which it shall be in the respective Sponsoring Public Entities that take delivery of the water at that point. Each of the parties hereto hereby agrees, with respect to water to which the party has title, to save and hold each other party hereto harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation and delivery of the water while title to the water is in such party.
- Section 2.11 Access to Property of Sponsoring Public Entities. Should any facilities, pipelines, or appurtenances owned by the Agency be installed in any street, alley, or public way within the boundaries of any of the Sponsoring Public Entities, as same are now constituted or as may hereafter be revised, the respective Sponsoring Public Entity hereby grants to the Agency the right, privilege and franchise of using such streets, alleys and public ways for the purposes of maintaining, operating, laying, repairing, or removing such facilities, pipelines, and appurtenances, subject to compliance by the Agency with the franchise and right-of-way management ordinances and other applicable laws and regulations of the respective Sponsoring Public Entity, and the payment of applicable franchise or right-of-way use fees.
- <u>Section 2.12</u> <u>Easements.</u> Each of the Sponsoring Public Entities hereby agrees to grant to the Agency such easements as may be reasonably necessary for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocated, and removing Facilities upon, over, across and through the property of the respective Sponsoring Public Entity and giving to the Agency, and its successors and assigns, all of the rights and benefits necessary

or appropriate for the full enjoyment and use of the easement, including but without limiting the same to, the free right of ingress and egress to and from the property of the respective Sponsoring Public Entity.

## Section 2.13 Cross-Utilization of Lines.

- (a) Each Sponsoring Public Entity acknowledges that it may be necessary for the Agency to use excess capacity in transmission lines of the Sponsoring Public Entity to transport treated water to another Sponsoring Public Entity or other entity on a temporary or long-term basis. The Sponsoring Public Entity with the transmission lines hereby agrees to permit the Agency to so utilize the lines in accordance with this section and with Section 2.11 and Section 2.12. In such case, the Agency will execute an agreement with the Sponsoring Public Entity with the transmission lines describing their respective rights and obligations. This agreement may include, among other matters, the payment of reasonable fees for the Agency's use of the lines, conditions placed by the Sponsoring Public Entity on the use of its lines (including any improvements needed to facilitate Agency use of the lines), provision for cessation of Agency use of a line if the Sponsoring Public Entity determines that there is no excess capacity in the line, and any special requirements with respect to pressure or other matters relating to the lines.
- (b) The Agency will furnish, install, operate, and maintain meters at the point of exit from the Sponsoring Public Entity's transmission lines to maintain accurate measurements of the quantity of water being delivered by the Agency to another Sponsoring Public Entity or other entity through the lines. Such meters shall be subject to inspection and examination by both the Sponsoring Public Entity with the transmission lines and the Agency in accordance with the provisions of Section 4.2.
- (c) In the event that repairs are required to be made to any lines or appurtenances of a Sponsoring Public Entity which the Agency utilizes for the transmission of treated water to another Sponsoring Public Entity or other entity, the Agency shall participate in the cost of such repairs as may be agreed from time to time.
- (d) Nothing in this Contract will prohibit two Sponsoring Public Entities from entering into an agreement related to the use by one Sponsoring Public Entity of the transmission lines of the other Sponsoring Public Entity.
- Section 2.14 Points of Delivery. The Project will include the Facilities and Land Interests required to deliver water to the Point of Delivery for each Sponsoring Public Entity at the location depicted in the Engineering Report. However, the Project will include improvements to the transmission lines of a Sponsoring Public Entity needed to facilitate Agency use of the lines under Section 2.13 only to the extent provided for in the agreement entered into by the Agency and the Sponsoring Public Entity under that section. After completion of the Project, each Sponsoring Public Entity shall have the sole responsibility, at its own cost and expense, for providing additional pipelines and other facilities required for transporting its share of the water from the Project to new or additional Points of Delivery, but additional or alternative points of delivery will be allowed only with the consent of the Sponsoring Public Entities.
- Section 2.15 Quantity. The Sponsoring Public Entities' proportionate share of the treated water produced by the Project is as follows:

| City of Buda, Texas             | 5.60%  |
|---------------------------------|--------|
| City of Kyle, Texas             | 20.50% |
| City of San Marcos, Texas       | 39.70% |
| Canyon Regional Water Authority | 34.20% |

Section 2.16 Other Contracts. The Agency shall not enter into contracts with persons or entities other than the Sponsoring Public Entities for the supply of water without the prior consent of all of the Sponsoring Public Entities, and any Sponsoring Public Entity may withhold its consent. Before offering to supply any quantity of water to an entity other than the Sponsoring Public Entities, the Agency shall first offer the water to the Sponsoring Public Entities, and confirm that none of the Sponsoring Public Entities wishes to contract with the Agency for the water. The sale of water by a Sponsoring Public Entity to a retail customer which, in turn, provides water through submeters to tenants is permitted.

Section 2.17 Quality. The water to be delivered by the Agency and received by the Sponsoring Public Entities shall be from sources identified generally in the Engineering Report and treated using the Facilities and equipment described generally in the Engineering Report. Each of the Sponsoring Public Entities has satisfied itself that such water is suitable for its needs. With respect to groundwater supply sources, the Agency and each of the Sponsoring Public Entities shall cooperate, each within its legal powers, in preventing possible pollution and contamination of the formation from which the water is obtained.

Section 2.18 Operation. The Agency covenants to operate the Project in accordance with Prudent Utility Practices and in accordance with applicable regulatory requirements. With respect to groundwater supply sources, the Agency and the Sponsoring Public Entities agree that the Agency shall endeavor to operate groundwater wells in a manner that avoids overdrafting of the formation from which the water is obtained, and they also agree that the Agency shall endeavor to reasonably mitigate the effects of operation of Agency groundwater wells on existing wells in the vicinity.

<u>Section 2.19</u> <u>Excess Capacity</u>. In the event the Project is constructed so that there is excess capacity in all or any portion of the Facilities, such excess capacity shall be owned by the Agency. Any such excess capacity may be used only with the written consent of the Agency Board of Directors, which may include conditions deemed appropriate by the Board.

## **ARTICLE III**

# **FINANCING OF THE PROJECT**

## Section 3.1 Issuance of Bonds.

(a) The Agency's acquisition and construction of the Project and improvements to the Project will be financed by (i) receipt of cash from a Sponsoring Public Entity, (ii) the Agency through the issuance of one or more series or issues of its Bonds by the Agency for a Sponsoring Public Entity, which Bonds are payable from and secured, in part, by an assignment of the Annual Payment Amounts made under this Contract by the designated Sponsoring Public Entity for which such series of Bonds are issued or (iii) any combination of (i) and (ii). It is expressly understood and agreed by the Agency and the Sponsoring Public Entities that any Bonds issued by the Agency shall be issued as separate series of each Sponsoring Public Entity requesting financing by the Agency. Each Sponsoring Public Entity shall be responsible solely for the Bond

Payments on its series of Bonds. No Sponsoring Public Entity shall have any liability or responsibility for any Bond Payments on a series of Bonds issued for another Sponsoring Public Entity. In consideration of the covenants and agreements set forth in this Contract, and to enable the Agency to issue the Bonds to carry out the intents and purposes hereof, this Contract is executed to assure the issuance of the Bonds and to provide for and ensure the due and punctual payment to the Agency or to the Trustee by each Sponsoring Public Entity for which the Agency has issued a series of Bonds, of amounts not less than the Annual Payment Amounts on a series of Bonds issued for a particular Sponsoring Public Entity. Each of the Sponsoring Public Entities hereby agrees to make, or cause to be made, its respective Annual Payment Amount, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution.

(b) The proceeds from the sale of the Bonds, together with any cash received from a Sponsoring Public Entity, will be used for the payment of the Project Costs. The Bonds will be issued by the Agency in the amount anticipated to be required to acquire and construct the Project, including payment of all Project Costs advanced by one or more of the Sponsoring Public Entities and incurred by the Agency prior to the date of issuance of the Bonds, and to fund, to the extent deemed advisable by the Agency, a debt service reserve fund and interest on the Bonds during construction and for up to one year after the Completion Date. However, each Sponsoring Public Entity reserves the right to pay cash to the Agency for its share of the Project Costs rather than have the Agency issue Bonds on its behalf.

(c)

- (i) Each Bond Resolution of the Agency shall specify the maximum principal amount of the Bonds to be issued thereunder. The Bonds shall mature not more than forty (40) years from the date of such Bonds and shall bear interest at not to exceed the maximum legal rate then permitted by law, and the Bond Resolution may create and provide for the maintenance of a revenue fund, an interest and sinking fund, a debt service reserve fund, and any other funds deemed prudent by the Agency, all in the manner and amounts as provided in such Bond Resolution.
- (ii) Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the Agency's Board of Directors or the execution of an Approval Certificate by the Agency, a substantially final copy of the proposed Bond Resolution for the applicable Sponsoring Public Entity, the Approval Certificate, if any, any Credit Agreements and the Sale and Offering Documents shall be presented to the applicable Sponsoring Public Entity for review and approval.
- (iii) Upon approval by the Sponsoring Public Entity for which the Agency issues a series of Bonds of (i) a Bond Resolution hereafter adopted by the Agency for the applicable Sponsoring Public Entity, including any Credit Agreements, (ii) any amendments to any Bond Resolution, (iii) an Approval Certificate authorized by a Bond Resolution, and (iv) the Sale and Offering Documents, and the delivery to the Agency of a certification signed by the Authorized Representative of the respective Sponsoring Public Entity to the effect that the Bond Resolution, including any Approval Certificate, and the Sale and

Offering Documents comply with this Contract, then upon the adoption and approval of the Bond Resolution and the Approval Certificate, if any, in such final form by the Agency's Board of Directors or Authorized Representative, as the case may be, and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the respective Sponsoring Public Entity and deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes. Any owner of Bonds is entitled to rely fully and unconditionally on any such approval.

(iv) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, a Sponsoring Public Entity, shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the Sponsoring Public Entities so long as the Bonds and interest thereon are outstanding and unpaid, and may be enforced as provided in this Contract and the Bond Resolution. Particularly, the obligation of the respective Sponsoring Public Entity to make, promptly when due, all payments specified in this Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Contract. In addition, subject to the approval of the affected Sponsoring Public Entity, the Agency may enter into Credit Agreements for the purpose of achieving the lowest financing costs for the Project.

Section 3.2 Proceeds of Bonds and Cash Contribution. Subject to the terms and provisions of this Contract, the proceeds of the Bonds shall be used by the Agency for the purpose of financing and funding the Agency's acquisition and construction of the Project as provided in Section 3.1 and improvements to the Project. The Agency shall use its best efforts to issue its Bonds, in one or more separate series for each Sponsoring Public Entity requesting financing, in amounts which will be sufficient, together with any cash contributions, to accomplish such purpose. The proceeds of the Bonds shall be deposited in a construction fund established pursuant to the terms of each Bond Resolution. A trust indenture may be entered into between the Agency and a corporate trustee for the purpose of securing the payment of the Bonds. The trust indenture or the Bond Resolution, as appropriate, will establish procedures for the payment of Project Costs out of the construction fund. It is anticipated that a series of Bonds will be issued pursuant to a Bond Resolution and that a paying agent/registrar agreement will be executed between the Agency and the Trustee concerning the payment procedures with respect to such series of Bonds.

Any cash contribution made by a Sponsoring Public Entity for its share of Project Costs shall be deposited into a subaccount of the construction fund of the Agency: (i) prior to the pricing of any series of Bonds for a Sponsoring Public Entity or (ii) simultaneous with the delivery of the proceeds of any series of Bonds so long as sufficient evidence is provided to the Agency and other Sponsoring Public Entities prior to the pricing of the Bonds that their cash contribution will be available at the closing of the Bonds.

<u>Section 3.3</u> <u>Refunding of Bonds.</u> The Agency reserves the right to issue refunding bonds in accordance with the laws of the State and will provide notice to each applicable Sponsoring Public Entity of the redetermined Annual Payment Amounts in accordance with Section 5.2 of this Contract.

Section 3.4 Redemption of Bonds. The Agency, in its sole discretion or upon the written request of a Sponsoring Public Entity (and provided that the affected series of Bonds for such Sponsoring Public Entity are subject to redemption or prepayment prior to maturity at the option of the Agency, and provided that such request is received in sufficient time prior to the date upon which such redemption or prepayment is proposed), forthwith shall take or cause to be taken all action that may be necessary under the applicable redemption provisions of such series of Bonds to redeem the Bonds or any part thereof, to the full extent of funds that are either made available for such purpose by the applicable Sponsoring Public Entity or already on deposit under the Bond Resolution and available for such purpose. The redemption of any outstanding Bonds prior to maturity at any time shall not relieve the applicable Sponsoring Public Entity of their absolute and unconditional obligation to pay each remaining Annual Payment Amount with respect to any outstanding Bonds, as specified in the Bond Resolution.

Section 3.5 Debt Service on Bonds and Other Bond Funding Requirements. The parties acknowledge and agree that payments to be made under this Contract will be the primary source available to the Agency to provide the money necessary for the Agency to meet its obligations with respect to a series of Bonds and any Credit Agreements. Each Sponsoring Public Entity therefore agrees to pay the Bond Payments related to the series of Bonds issued for such Sponsoring Public Entity, as outlined in subsections (a) through (c) below, in full when due as provided in this Contract. Bond Payments shall be due by the close of business on the business day prior to each date on which any of the following payments or deposits shall be due and shall be in an amount equal to all such payments and deposits due on such date:

- (a) debt service on its related series of Bonds and related payments and deposits, as follows:
  - (i) principal of, redemption premium, if any, and interest on, its related series of Bonds, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and the redemption price of any Bonds to be redeemed prior to maturity when and as provided in any Bond Resolution plus the fees, expenses, and, to the extent permitted by law, indemnities of the Trustee, if any, for the Bonds, and those of the paying agent/registrar for paying the principal of and interest on the Bonds and for authenticating, registering, and transferring Bonds on the registration books; and
  - (ii) deposits required to be made to any special, contingency, or reserve fund by the provisions of any Bond Resolution; and
  - (iii) any deposit in addition thereto required to restore any deficiency in any of such funds by the provisions of any Bond Resolution,
  - (b) amounts payable by the Agency under a Credit Agreement; and
- (c) the fees, expenses, and indemnities (to the extent permitted by law) of the remarketing agent, rate setting agent, authentication agent, arbitrage rebate compliance firm, and tender agent, if any, for the Bonds.
- <u>Section 3.6</u> <u>Billing.</u> The Agency will render bills to each of the Sponsoring Public Entities not more than once each month, commencing in April, 2008, for the current payments required by this Contract. Except as otherwise provided in this Contract, the monthly bill for each Sponsoring Public Entity shall be one-twelfth (1/12) of the amount of that Sponsoring

Public Entity's Annual Payment Amount for the current fiscal year of the Agency. The Agency shall, until further notice, render such bills on or before the 5th day of each month and such bills shall be due and payable on the 26th day of each month or twenty-one (21) days after such bill is deposited into the United States mail, properly stamped and addressed to each Sponsoring Public Entity, whichever is later, and thereafter, to the extent permitted by law, interest shall accrue thereon at the rate of ten per cent (10%) per annum until paid in full. The Agency may, however, from time to time by sixty (60) days' written notice, change the date by which it shall render bills, and all bills shall thereafter be due and payable twenty-one (21) days after such dates as herein provided. Each Sponsoring Public Entity shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to the Agency at its office in Hays County, Texas or at such other place as the Agency may from time to time designate by sixty (60) days' written notice.

Section 3.7 Delinquency in Payment. If a Sponsoring Public Entity fails to pay any bills when due and payable, the Agency may give written notice of such delinquency to the Sponsoring Public Entity and if all bills due and unpaid, including interest thereon, are not paid within forty-five (45) days after delivery of such notice, then the Sponsoring Public Entity agrees that the Agency shall be authorized, as its option, to institute suit for collection thereof and to collect any amounts due and unpaid, together with interest thereon and reasonable attorneys' fees, and the Sponsoring Public Entity further agrees that the Agency may, as its option, discontinue providing water to the Sponsoring Public Entity until all amounts due and unpaid are paid in full with interest as herein specified. Any such discontinuation of service shall not, however, relieve the Sponsoring Public Entity of its unconditional obligations to make the payments required by this Contract.

Agency's Rights Assigned to Trustee. The Sponsoring Public Section 3.8 Entities are advised and recognize that as security for payment of a series of Bonds issued for a Sponsoring Public Entity, the Agency may assign to the Trustee, pursuant to one or more trust indentures (or paying agent/registrar agreements) to be authorized by the Bond Resolution, the Agency's rights under this Contract, including the right to receive payments due from the Sponsoring Public Entities hereunder (but not the right to receive payments, if any, under Section 8.13 hereof). The Sponsoring Public Entities herewith assent to such assignment and will make the payments due from them hereunder directly to the Trustee without defense or set-off by reason of any dispute between one or more of the Sponsoring Public Entities and the Agency or the Trustee. All rights against the Sponsoring Public Entities arising under this Contract or the Bond Resolution and assigned to the Trustee may be enforced by the Trustee, or the owners of the Bonds, to the extent provided in the Bond Resolution, and the Trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against the Sponsoring Public Entities, to the extent provided in the Bond Resolution, for the enforcement of this Contract, and it shall not be necessary in any such suit, action, or proceeding to make the Agency a party thereto.

Section 3.9 Tax-Exempt Bonds. The parties hereto understand and agree that the Agency will use its best efforts to provide for, but will not be liable for a failure to produce, the lowest overall debt service cost for any series of Bonds to be issued for the Project. In connection therewith, the parties understand that the Agency intends to issue Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax

purposes, except that the parties recognize the series of Bonds issued for the Canyon Regional Water Authority will likely be taxable pursuant to the provisions of the Code. The parties hereto acknowledge their understanding that the federal income tax laws impose certain restrictions on the use and investment of proceeds of such tax-exempt bonds and on the use of the property financed therewith and the output produced therefrom. Accordingly, the parties agree and covenant that if any series of Bonds are offered to investors with the understanding that the interest will be exempt from federal income taxation, then the parties, their assigns and agents, will take such action to assure, and refrain from such action which will adversely affect, the treatment of such Bonds as obligations described in section 103 of the Code. Should any party fail to comply with such covenant, the effect of which being that the Bonds no longer qualify as obligations described in the Code, such defaulting party shall be liable for all costs resulting from the loss of the tax-exempt status of the Bonds. The parties hereby agree and covenant to comply with all of the representations and covenants relating to such exemption which are set out in any Bond Resolution. The parties further agree and covenant that in the event any series of Bonds issued are to be tax-exempt, they will modify such agreements, make such filings, restrict the yield on investments, and take such other action necessary to fulfill the applicable provisions of the Code. For these purposes, the parties may rely on the respective opinion of any firm of nationally-recognized bond attorneys selected by them. In the event that a conflict arises in the opinions of the respective firms of the parties, the parties will identify a different firm that is mutually acceptable to all parties in order to resolve the conflict of opinion.

Section 3.10 Payment to Rebate Fund. In the event that tax-exempt Bonds are issued as provided in Section 3.9, the Agency hereby covenants and agrees to make the determinations and to pay any deficiency into a rebate fund, at the times and as described in the Bond Resolution to comply with the provisions of section 148(f)(2) of the Code. In any event, if the amount of cash held in the rebate fund shall be insufficient to permit the Trustee to make payment to the United States of America of any amount due on any date under section 148(f)(2) of the Code, each of the Sponsoring Public Entity forthwith shall pay the amount of such insufficiency for the series of Bonds issued for such Sponsoring Public Entity on such date to the Trustee in immediately available funds for such purpose. The obligations of the Sponsoring Public Entity, acting under the authorization of, and on behalf of, the Agency and the Agency shall have no further obligation or duty with respect to the rebate fund.

Section 3.11 Sponsoring Public Entities' Obligations. In the event the Project is not completed for any of the reasons contemplated herein or otherwise, or any proceeds from issuance of a series of Bonds are not used for completion of the Project for any reason, any Bond proceeds and earnings thereon for such series not used for completion of the Project shall be utilized to satisfy amounts due and owing on the related series of Bonds as described in the Bond Resolution, and herein, so as to reduce the Annual Payment Amounts which would otherwise be due hereunder, or be applied for the benefit of the Sponsoring Public Entity for which a series of Bonds are being issued as provided in the Bond Resolution. Each of the Sponsoring Public Entities has covenanted absolutely and unconditionally, in accordance with all other terms of this Contract, to make payment of the Annual Payment Amounts, as provided herein, in consideration for such application of the money as well as the other covenants and obligations of the Agency and others set forth or contemplated herein.

- Section 3.12 Interest on Money. All legally available money respecting a series of Bonds shall be invested in the manner set forth in the Bond Resolution. Any interest earnings on the Bond proceeds may be used to pay principal of and interest on the related series of Bonds or for the payment of any Project Costs or other costs related to the Project approved by the Sponsoring Public Entity for which such Bonds were issued, subject to Section 3.9.
- Section 3.13 Sale and Offering Documents. At the request of the Agency, each of the Sponsoring Public Entities for which a series of Bonds are being issued shall provide to the Agency current and historical information concerning such Sponsoring Public Entity's System, the financial conditions, results, and prospects of the Sponsoring Public Entity, and such other information concerning such Sponsoring Public Entity as the Agency shall deem advisable for inclusion in the Sale and Offering Documents for the series of Bonds of to be issued for such Sponsoring Public Entity, and shall certify to the Agency and the underwriters of any offering of Bonds to be made by means of such Sale and Offering Documents when and if the Sponsoring Public Entity deems such Sale and Offering Documents to be complete and final for purposes of the Rule. Each of the Sponsoring Public Entities represents and warrants that all statements concerning it (including, without limitation, its financial condition, results, and prospects, its System, and any demographic and economic information concerning the area served by its System) that are contained in any Sale and Offering Document approved by the Sponsoring Public Entities pursuant to Section 3.1 hereof shall be true in all material respects and shall not omit to state any material fact necessary to make the statements made in such Sale and Offering Document, in the light of the circumstances in which they are made, not misleading.
- Section 3.14 Right of Sponsoring Public Entities to Prepay. Each of the Sponsoring Public Entities shall have the right at any time to prepay all or any portion of the Annual Payment Amounts. Subject to the provisions of Section 3.9, such prepaid Annual Payment Amounts shall be used and invested by the Agency as directed by the Sponsoring Public Entity which paid (i) as a credit against future Annual Payment Amount obligations of such Sponsoring Public Entity, (ii) to redeem Bonds issued for such Sponsoring Public Entity pursuant to the provisions of Section 3.4, or (iii) to provide for the defeasance of the Bonds pursuant to the provisions of the Bond Resolution. Any such prepayment will not cause a termination of this Contract until all other amounts owed or to be incurred by the Agency or any other person under the provisions of the Bond Resolution (including the charge for water pursuant to Section 8.5 hereof) have been paid in full or waived by such person.

#### **ARTICLE IV**

## METERING AND MEASUREMENT

<u>Section 4.1</u> <u>Unit of Measurement.</u> The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

#### Section 4.2 Measuring Equipment.

(a) The Agency shall furnish, install, operate and maintain at its own expense for each Delivery Point the necessary electronic or other equipment and devices of standard type for measuring properly the quantity of water delivered under this Contract. Such meter or meters and other equipment so installed shall remain the property of the Agency. The Sponsoring Public Entities shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the

Agency. For the purpose of this Contract the original record or reading of the meter or meters shall be the journal or other record book of Agency in its office in which the records of the employees or agents of the Agency who take readings are or may be transcribed. Upon written request of a Sponsoring Public Entity, the Agency will give the Sponsoring Public Entity a copy of such journal or record book, or permit the Sponsoring Public Entity to have access to the same in the office of the Agency during reasonable business hours.

- (b) The Agency shall calibrate its meters periodically, but at least once each year. Each Sponsoring Public Entity shall be entitled to have a representative present during each calibration, and the parties shall jointly observe any needed adjustments which are made to the meters. If the check meters hereinafter provided for have been installed, the same shall also be calibrated by the Sponsoring Public Entities in the presence of a representative of the Agency, and the parties shall jointly observe any needed adjustment. If the Sponsoring Public Entities in writing request the Agency to calibrate its meters, and the Agency gives the Sponsoring Public Entities notice of the time when the calibration is to be made, and a representative of any Sponsoring Public Entity is not present at the time set, the Agency may proceed with calibration and adjustment in the absence of a representative of that Sponsoring Public Entity.
- (c) If any party at any time observes a variation of one percent (1%) or more between the delivery meter or meters and the check meter or meters (if any such check meter or meters are installed), such party will promptly notify the other parties, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment, and the said delivery and check meter or meters shall then be tested and adjusted to accuracy. Each party shall give the other parties forty-eight (48) hours' notice of the time of all tests of meters so that the other parties may conveniently have a representative present.
- (d) If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.
- (e) One or more of the Sponsoring Public Entities may, at their option and their own expense, install and operate a check meter to check each delivery meter installed by the Agency, but the measurement of water for the purpose of this Contract shall be solely by the Agency's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Agency. The reading, calibration and adjustment thereof, however, shall be made only by the respective Sponsoring Public Entity or Entities,

except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by the Agency with like effect as if such check meter or meters had been furnished or installed by the Agency.

## **ARTICLE V**

# ANNUAL PAYMENT AMOUNTS, SPONSORING PUBLIC ENTITY COVENANTS

Section 5.1 Annual Estimate of Annual Payment Amounts. Not less than ninety (90) days prior to the beginning of each Fiscal Year, the Agency shall furnish to the Agency Board of Directors, and to each of the Sponsoring Public Entities, a proposed budget that includes an estimate of the Annual Payment Amounts for that Fiscal Year from each Sponsoring Public Entity, and a schedule of the monthly payments required to be paid by each Sponsoring Public Entity in such Fiscal Year. The Annual Payment Amount for each Sponsoring Public Entity shall include the Entity's Bond Payment and the anticipated proportionate share of the Operation and Maintenance Expenses and Overhead Expenses of the Agency. The Agency Board shall review the proposed budget, and after making any adjustments which are reasonable and necessary, shall approve the budget not later than ten (10) days before the beginning of the Fiscal Year. The Agency Board shall ensure that each approved budget includes appropriate amounts for making of all Bond Payments by the Agency.

# **Section 5.2** Payments by the Sponsoring Public Entities.

- (a) Each of the Sponsoring Public Entities hereby agrees that it will make payment of its Bond Payment, to the extent the Agency issues a series of Bonds for such Sponsoring Public Entity, and its proportionate share of the Operation and Maintenance Expenses and Overhead Expenses to the Agency, or to the Trustee on behalf of the Agency, as provided in the Bond Resolution, and in accordance with the procedures established in Section 3.6 hereof. If a Sponsoring Public Entity at any time disputes the amount to be paid by it to the Agency, such Sponsoring Public Entity shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by the Sponsoring Public Entity should have been less, or more, the Agency shall promptly revise the charges for such Sponsoring Public Entity in such manner that the Sponsoring Public Entity will recover its overpayment or the Agency will recover the amount due it. The Agency shall pursue all legal remedies against the Sponsoring Public Entities to enforce and protect the rights of the Agency and the owners of the Bonds, and the Sponsoring Public Entities shall not be relieved of the liability to the Agency for the payment of all amounts which are due by them hereunder.
- (b) Except to the extent otherwise provided by the Bond Resolution, all amounts due under this Contract shall be paid and are due in Hays County, Texas, which is the County in which the principal administrative offices of the Agency are located.
- (c) The Agency shall redetermine the estimate and schedule of Annual Payment Amounts due in any Fiscal Year at any time during such Fiscal Year, as and to the extent deemed necessary or advisable by the Agency to accurately forecast the Annual Payment Amounts and the dates of payments to be made by each of the Sponsoring Public Entities, if (i) the Agency issues Bonds to complete the Project or to refund any Bonds or enters into, amends, or terminates a Credit Agreement, (ii) actual interest rates on any variable interest rate Bonds differ from those

projected by the Agency, or (iii) any other event occurs which results in an increase or decrease in the Annual Payment Amounts required to be made by the Sponsoring Public Entities in such Fiscal Year.

- (d) If, during any Fiscal Year, the Annual Payment Amount is redetermined in any manner as provided or required in this Section, the Agency will promptly furnish each of the Sponsoring Public Entities with an updated schedule of payments reflecting such redetermination.
- (e) Notwithstanding anything herein to the contrary, no failure of the Agency to estimate, and no mistake by the Agency in any estimate of, the amount of or schedule for payments due from the Sponsoring Public Entities in any Fiscal Year shall relieve the Sponsoring Public Entities from (or defer) their absolute and unconditional obligation to pay all Annual Payment Amounts in full when due.
- The Agency shall, to the extent permitted by law, suspend the delivery of services or water from the Project to any Sponsoring Public Entity which remains delinquent in any payments due under the preceding paragraphs for a period of thirty (30) days, and shall not resume delivery of services or water while such Sponsoring Public Entity is so delinquent. The Agency also retains the right to charge a reconnection fee or other appropriate charges prior to commencing utility service to the delinquent Sponsoring Public Entity. It is further provided and agreed that if any Sponsoring Public Entity should remain delinquent in any payments due hereunder for a period of one hundred twenty days, and if such delinquency continues during any period thereafter, such Sponsoring Public Entity's proportionate share specified in Section 2.15 shall be deemed to have been zero percent during all periods of such delinquency, for the purpose of calculating and redetermining the percentage of Operation and Maintenance Expenses and Overhead Expenses to be paid by the non-delinquent Sponsoring Public Entities and the Agency, and the Agency shall redetermine such percentage of Operation and Maintenance Expenses and Overhead Expenses on that basis in such event so that the non-delinquent Sponsoring Public Entity and the Agency collectively shall be required to pay all of the Operation and Maintenance Expenses and Overhead Expenses. However, the Agency shall pursue all legal remedies against any such delinquent Sponsoring Public Entity to enforce and protect the rights of the Agency and the other Sponsoring Public Entities, and any nondelinquent Sponsoring Public Entity may also pursue remedies against the delinquent Sponsoring Public Entity in coordination with the Agency. The delinquent Sponsoring Public Entity shall not be relieved of the liability to the Agency for the payment of all Operation and Maintenance Expenses and Overhead Expenses which would have been due hereunder had no default occurred or the percentage had not been redetermined as provided in this Section. If any amount of Operation and Maintenance Expenses and Overhead Expenses due and owing the Agency by any Sponsoring Public Entity is placed with an attorney for collection, such Sponsoring Public Entity shall pay to the Agency, and to the non-delinquent Sponsoring Public Entities, as appropriate, all attorneys' fees, in addition to all other payments provided for herein, including interest. In the event the Agency redetermines the percentages of the Operation and Maintenance Expenses and Overhead Expenses to be made by the non-delinquent Sponsoring Public Entities under this subsection then the Agency shall also redetermine each non-delinquent Sponsoring Public Entity's pro rata share of treated water from the Project for the period of the delinquency, and the non-delinquent Sponsoring Public Entities shall be entitled to use of their respective redetermined shares during the period of delinquency.

## **Section 5.3 Source of Payment.**

- (a) Each of the Sponsoring Public Entities represents and covenants that all payments to be made by them under this Contract shall constitute reasonable and necessary "operating expenses," as defined in Chapter 1502, as amended, Texas Government Code, of its System, but only to the extent of the Annual Payment Amount. A Sponsoring Public Entity shall not be obligated to make its payments under this Contract from any source other than the gross revenues of its System. Each of the Sponsoring Public Entities further represents that its Governing Body has determined that the services to be provided by the Project are absolutely necessary and essential to provide water to that Sponsoring Public Entity.
- (b) Each of the Sponsoring Public Entities agrees throughout the term of this Contract to fix and collect such rates and charges for services to be supplied by its System as will produce gross revenues at all times during the term of this Contract in an amount at least equal to (i) all of the expenses of operation and maintenance of the Sponsoring Public Entity's System, including specifically its payments under this Contract and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing the Sponsoring Public Entity's Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the Sponsoring Public Entity's System, including the amounts required to pay all principal of and interest on such Sponsoring Public Entity's Utility Bonds and other obligations.
- (c) No ad valorem tax revenues of any of the Sponsoring Public Entities shall be pledged to the payment of any amounts to be paid by the Sponsoring Public Entities to the Agency under this Contract, nor shall the Agency have the right to demand payment of any amounts to be paid by the Sponsoring Public Entities under this Contract be paid from funds raised or to be raised from ad valorem taxation from the Sponsoring Public Entities. The obligations under this Contract shall never be construed to be a debt or pecuniary obligation of any of the Sponsoring Public Entities of such kind as to require any of the Sponsoring Public Entities to levy and collect an ad valorem tax to discharge their obligations.
- <u>Expenses</u>. To the extent not paid out of the proceeds of the Bonds, or otherwise, each of the Sponsoring Public Entities shall pay and reimburse the Agency for all of its proportionate share of Operation and Maintenance Expenses and Overhead Expenses incurred by the Agency throughout the term of this Contract within thirty (30) days of receipt of documentation therefor from the Agency. The Sponsoring Public Entities also agree, with the consent of the Agency, to enter into an interlocal agreement among themselves and with the Agency to provide for, among other matters, an annual adjustment of the Operation and Maintenance Expenses and Overhead Expenses paid by each Sponsoring Public Entity based upon certain formulas and taking into account the quantity of water actually utilized by each Sponsoring Public Entity.
- Section 5.5 Annual Budgeting by the Sponsoring Public Entities. Each Sponsoring Public Entity shall make provision in its annual budgets and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by the Sponsoring Public Entity from the sources specified under this Contract.
- <u>Section 5.6</u> <u>Revenue Sources Pledged</u>. Each of the Sponsoring Public Entities hereby pledges the gross revenues of its System to the payment of its obligations under this Contract, and recognizes that the Agency will, and authorizes the Agency to, pledge the Annual Payment Amounts owing to the Agency by the Sponsoring Public Entities under this Contract to

the payment of the Bonds and Credit Agreements. The Agency agrees to make the payments for the Bonds and Credit Agreements when and as required by the Bond Resolution, the Credit Agreements, and this Contract, from and to the extent of capitalized interest, proceeds of the Bonds not expended for the Project, and payments made by the Sponsoring Public Entities.

- <u>Section 5.7</u> <u>General Covenants.</u> Each Sponsoring Public Entity further represents, covenants and agrees that in accordance with and to the extent permitted by law:
- (a) <u>Performance</u>. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in each ordinance or resolution authorizing the issuance of its Sponsoring Public Entity's Utility Bonds; and it will, at the time and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the fund and accounts created by said ordinances, but only from and to the extent of the sources of funds and after satisfaction of all prior obligations described therein.
- (b) Sponsoring Public Entities' Legal Agency. It is a duly created and existing municipality of the State, or a conservation and reclamation district and political subdivision of the State, as applicable, and is duly authorized under the laws of the State to enter into this Contract, and that all action on its part for the execution and delivery of this Contract has been duly and effectively taken; and that this Contract is a valid and enforceable special obligation of the Sponsoring Public Entities in accordance with its terms.
- (c) Acquisition and Construction; Operation and Maintenance. (1) It shall use its best efforts in accordance with Prudent Utility Practice to acquire and construct, or cause to be acquired and constructed, any capital improvements to its System needed for it to secure delivery of its proportionate share of treated water from the Project at the agreed Delivery Points, which shall mean and include any capital extensions, improvements, and betterments, in accordance with the plans and specifications therefor, as modified from time to time with due diligence and in a sound and economical manner; and (2) it shall at all times use its best efforts to operate or cause to be operated its System properly and in an efficient manner, consistent with Prudent Utility Practice, and shall use its best efforts to maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or use its best efforts to cause to be made, all necessary and proper repairs, replacement, and renewals so that at all times the operation of its System may be properly and advantageously conducted.
- (d) <u>Title</u>. It has or will obtain lawful title, whether such title is in fee or lesser interest, to the lands, buildings, structures, and facilities constituting its System; it will defend the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the Agency and the owners of the Bonds, against the claims and demands of all persons whomsoever; and it is lawfully qualified to pledge the gross revenues of its System to the payment of the payments required by this Contract in the manner prescribed herein, and has lawfully exercised such rights.
- (e) <u>Liens</u>. It will from time to time, and before the same become delinquent, pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon its System; it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the lien granted hereunder

shall be fully preserved in the manner provided herein; and it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the lien hereof might or could be impaired; provided however, that no such tax, assessment, or charge, and no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Sponsoring Public Entity.

(f) <u>Books, Records, and Accounts</u>. It shall keep proper books, records, and accounts separate and apart from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to its System, the Bonds, and the Sponsoring Public Entities, and its shall cause said books and accounts to be audited annually as of the close of each Fiscal Year by the Accountant. At the request of the Agency, the Sponsoring Public Entity shall allow the Agency to audit such books, records, and accounts at any reasonable time and from time to time.

## (g) <u>Insurance</u>.

- (i) Except as otherwise permitted in clause (ii) below, it shall cause to be insured such parts of its System as would usually be insured by public entities operating like properties, with a responsible insurance company or companies, against risks, accidents, or casualties against which and to the extent insurance is usually carried by public entities operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the legal counsel for the Sponsoring Public Entity gives a written opinion to the effect that the Sponsoring Public Entity is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Sponsoring Public Entities shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Agency at all reasonable times.
- (ii) In lieu of obtaining policies for insurance as provided above, the Sponsoring Public Entities may self-insure against risks, accidents, claims, or casualties described in clause (i) above.
- (iii) The annual audit hereinafter required shall contain a section commenting on whether or not the Sponsoring Public Entity has complied with the requirements of this Section with respect to the maintenance of insurance, and listing the areas of insurance for which the Sponsoring Public Entity is self-insuring, all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.
- (h) Audits. After the close of each Fiscal Year while this Contract is in effect, it shall cause an audit to be made of the books and accounts relating to its System and of the revenues and expenses of its System by the Accountant. As soon as practicable after the close of each such Fiscal Year, and when said audit has been completed and made available to the Sponsoring Public Entity, a copy of such audit for the preceding Fiscal Year shall be mailed to the Agency.

Such annual audit reports shall be open to the inspection of the Agency, its agents and representatives, the Trustee, and the owners of the Bonds at all reasonable times at the Agency's office.

- (i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to its System, and which have been obtained from any governmental agency; and the Sponsoring Public Entities have or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of its Sponsoring Public Entity's System.
- (j) <u>No Competition</u>. To the extent it legally may, it will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for its System's facilities, and, to the extent that it legally may, each Sponsoring Public Entity will prohibit any such competing facilities.
- (k) Rights of Inspection. The Agency, the Trustee, and the owners of 10% or more in principal amount of the Bonds of any series shall have the right at all reasonable times to inspect its System and all records, accounts, and data of the Sponsoring Public Entity relating thereto, and upon request the Sponsoring Public Entity shall furnish to the Agency, the Trustee, and such owners of Bonds such financial statements, reports, and other information relating to the Sponsoring Public Entity and its System as any such person may from time to time reasonably request.
- (l) <u>Sale, Lease, or Disposal of Property by the Sponsoring Public Entities</u>. A Sponsoring Public Entity shall not sell, lease, mortgage, demolish, remove, or otherwise dispose of any part of its System, except as follows:
  - To the extent permitted by law, a Sponsoring Public Entity may sell or exchange at any time and from time to time any property or facilities constituting a part of its System only if (a) it shall determine such property or facilities are not useful in the operation of its System, (b) the proceeds of such sale are \$250,000 or less, or it shall have received a certificate executed by the Sponsoring Public Entity's Engineer of Record and Authorized Representative stating, in their opinion, that the fair market value of the property or facilities exchanged is \$250,000 or less, (c) if such proceeds or fair market value exceeds \$250,000, it shall have received a certificate executed by the Sponsoring Public Entity's Engineer of Record and Authorized Representative stating, in their opinion, that the sale or exchange of such property or facilities will not impair the ability of the Sponsoring Public Entity to comply during the current or any future year with the provisions of Section 5.3(b) of this Contract, or (d) the sale or exchange will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of the Sponsoring Public Entity's System shall forthwith, at the option of the Sponsoring Public Entity, be used as provided in the ordinances of the Sponsoring Public Entity authorizing its Utility Bonds.
  - (ii) To the extent permitted by law, the Sponsoring Public Entity may lease or make contracts or grant licenses for the operation of, or make

arrangements for the use of, or grant easements or other rights with respect to, any part of its System, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the Sponsoring Public Entity of the System, (ii) does not in any manner impair or adversely affect the rights or security of the Agency under this Contract; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement, or other right is in excess of \$500,000, the Sponsoring Public Entity shall have received a certificate executed by the Sponsoring Public Entity's Engineer of Record and Authorized Representative that the action of the Sponsoring Public Entity with respect thereto does not result in a breach of the conditions under this subsection (2), and (iii) does not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof. Any payments received by the Sponsoring Public Entity under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the Sponsoring Public Entity's System or any part thereof shall constitute gross revenues of the System.

# ARTICLE VI CONTINUING DISCLOSURE

## Section 6.1 Annual Reports.

- Following the issuance of Bonds of any series by the Agency for the benefit of the appropriate Sponsoring Public Entity, the offer or sale of which is not exempt from the Rule and, until the Sponsoring Public Entities are no longer obligated, contingently or otherwise, to pay the Annual Payment Amounts in respect of the Bonds of such series, each Sponsoring Public Entity undertakes to and shall provide annually to each NRMSIR and any SID, within six months after the end of each Fiscal Year, (1) financial information and operating data of the general type included in the Sale and Offering Documents for the Bonds of such series, as specified in the Sponsoring Public Entities' approval of such Sale and Offering Documents pursuant to Section 3.1 hereof and (2) audited general purpose financial statements of the Sponsoring Public Entity, if then available. Any financial statements so to be provided shall be (1) prepared in accordance with generally accepted accounting principles for governmental agencies or such other accounting principles as the Sponsoring Public Entity may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Sponsoring Public Entity commissions an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within such period, then the Sponsoring Public Entity shall provide unaudited financial statements within the required period, and shall provide audited financial statements for the applicable Fiscal Year to each NRMSIR and any SID, when and if the audit report on such statements become available.
- (b) If a Sponsoring Public Entity changes its Fiscal Year, it will notify the Trustee, each NRMSIR, and any SID in writing of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Sponsoring Public Entity otherwise would be required to provide financial information and operating data pursuant to this Section.
- (c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be incorporated by specific

reference to any document or specific part thereby (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC. Copies of such information and operating data shall be furnished to the Agency at the same time the information and data are furnished to any NRMSIR or SID.

Section 6.2 Material Event Notices. (a) The following are the events with respect to the Bonds which the Agency must agree to disclose in a timely manner pursuant to the Rule, if "material" under applicable federal securities laws and regulations promulgated thereunder.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) Modifications to rights of holders of the Bonds;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds; and
- (11) Rating changes.
- (b) A Sponsoring Public Entity shall, promptly after obtaining actual knowledge of the occurrence of any of the events enumerated in (a) above with respect to such Sponsoring Public Entity, notify the Agency of such event and provide all information in the format required to satisfy the requirements of the Rule. Further, the Sponsoring Public Entity shall provide, in a timely manner, notice of any failure by the Sponsoring Public Entity to provide audited financial statements, financial information, and operating data in accordance with Section 6.1 hereof to each NRMSIR and each SID.

## Section 6.3 Limitations, Disclaimers, and Amendments.

(a) Each Sponsoring Public Entity shall be obligated to observe and perform the covenants specified in this Article in respect of its Bonds of any series for so long as, but only for so long as, the Sponsoring Public Entity remains an "obligated person" with respect to the Bonds of such series within the meaning of the Rule, except that a Sponsoring Public Entity in any event will give notice of any deposit made in accordance with the Bond Resolution that causes Bonds of such series no longer to be outstanding.

- (b) The provisions of this Article are for the sole benefit of (and may be enforced by) the owners and beneficial owners of the Bonds of such Sponsoring Public Entity, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Sponsoring Public Entities undertake to provide only the financial information, operating data, financial statements, and notices which they have expressly agreed to provide pursuant to this Article and they do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of their respective financial results, condition, or prospects, nor do they hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Sponsoring Public Entities make no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.
- (c) UNDER NO CIRCUMSTANCES SHALL ANY SPONSORING PUBLIC ENTITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE SPONSORING PUBLIC ENTITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.
- (d) No default by a Sponsoring Public Entity in observing or performing its obligations under this Article shall comprise a breach of or default under this Contract for purposes of any other provision of this Contract.
- (e) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Agency or the Sponsoring Public Entities under federal and state securities laws
- The provisions of this Article may be amended by the Agency and the appropriate (f) Sponsoring Public Entities from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Agency or the appropriate Sponsoring Public Entities, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds of the applicable series in the primary offering of the Bonds of such series in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2) either (a) the owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Contract that authorizes such an amendment) of the outstanding Bonds of each such series affected consent to such amendment or (b) an entity that is unaffiliated with the Agency or the appropriate Sponsoring Public Entities (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the owners and beneficial owners of the Bonds of such series and is permitted by the terms of the Article. If the Agency and the appropriate Sponsoring Public Entities so amend the provisions of this Article in connection with the financial or operating data which the Sponsoring Public Entities are required to disclose under Section 6.1 hereof, the appropriate Sponsoring Public Entities shall provide a notice of such amendment to be filed in accordance with Section 6.2(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Agency and the

appropriate Sponsoring Public Entities may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

## **ARTICLE VII**

# COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 7.1 Compliance with Federal, State and Local Laws. In addition to the provisions of Section 8.8 hereof, this Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction. The Contract is specifically subject to the rules of the TCEQ, and the Agency shall have the right to terminate this Contract with respect to a Sponsoring Public Entity upon the Sponsoring Public Entity's non-compliance with the rules promulgated by the TCEQ. Pursuant to those rules the parties will comply with all of the applicable requirements in Section 7.2 hereof.

**Section 7.2 Recordkeeping and Reporting.** The Sponsoring Public Entities and the Agency shall maintain records relating to the Agency on site for a period of five (5) years.

- (a) Records to be maintained by the Agency include:
- (i) copies of notifications made to the TCEQ concerning water projects;
  - (ii) as applicable, copies of contracts made with each water user;
- (iii) records of volume of water delivered to each water user per delivery; and
  - (iv) water quality analyses.
- (b) Records to be maintained by each Sponsoring Public Entity include:
- (i) records of volume of water delivered to the Sponsoring Public Entity by the Agency;
- (ii) records of water quality analysis of the Sponsoring Public Entity's distribution system;
- (iii) calibration records for any check meters (as described in Section 4.2(e) above) owned, maintained, or controlled by the Sponsoring Public Entity; and
- (iv) maintenance records pertinent to each Agency delivery point to the Sponsoring Public Entity.
- (c) The Agency shall report to the TCEQ on a monthly basis the following information on forms furnished by the Executive Director of the TCEQ:
  - (i) volume of water delivered to each Sponsoring Public Entity.

(ii) quality of water delivered to the Sponsoring Public Entities reported as a monthly average for each quality criteria except those listed as "not to exceed," which shall be reported as individual analyses.

Such reports are due to the TCEQ by the 20th day of the month following the reporting period.

The foregoing requirements of this Article VII shall be amended as necessary to comply with the rules of the TCEQ.

All costs of compliance with the rules of the TCEQ shall be paid by the Agency, but such costs shall be considered an Operation and Maintenance Expense.

# **ARTICLE VIII**

## **GENERAL PROVISIONS**

Section 8.1 Participation by the Parties. Each party represents to the other parties that it is empowered by law to participate in the acquisition, construction, and financing of the Project, and to execute this Contract and other agreements and documents as are or may hereafter be required to accomplish the same; and that its participation in the Project and execution of this Contract have been duly authorized by action of its Governing Body at a meeting conducted in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code. Each party agrees to furnish to the other parties such documentation or evidence of its authority to so participate and execute this Contract and other agreements and documents as the other parties may reasonably request, and to take and perform such other and further actions and execute such other agreements and documents as may be reasonably required to carry out the provisions of this Contract.

## Section 8.2 Insurance.

- (a) The Agency agrees to carry public liability insurance and environmental pollution insurance on the Project for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the Agency shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Agency's legal counsel, be potentially liable considering relevant governmental immunities of the Sponsoring Public Entities and the Agency. The Agency shall also carry property casualty insurance in the amount of the replacement value of all improvements and personal property connected with the Project (less a deductible comparable to the deductible on the Sponsoring Public Entities' property insurance for their respective properties generally). All premiums for such insurance shall constitute an expense of the Project but may be paid out of the proceeds of the Bonds to the extent that such proceeds are available. In the event the Agency is required to pay a deductible with respect to a claim under any such policy, the amount of such deductible shall constitute an expense and shall be paid by the Sponsoring Public Entities.
- (b) The Agency shall require the contractor or contractors employed for construction of the Project to carry insurance and bond coverages throughout the construction period in at least the following amounts: (1) workers' compensation: State law limits; (2) general liability (including contractual liability) and automobile liability: one million dollars (\$1,000,000) per

person and two million dollars (\$2,000,000) per occurrence for bodily injury, and one million dollars (\$1,000,000) for property damage; (3) builder's risk: full replacement value of improvements; (4) performance and payment bond: full value of contract; (5) cost overrun insurance; and (6) timely completion insurance. The Agency shall secure from the contractor or contractors a certified copy of such effective policy of insurance, and original bonds, prior to commencement of construction, and the Agency shall furnish a copy of the policy and bonds to a Sponsoring Public Entity upon request. Such insurance policies shall name the Agency and the Sponsoring Public Entities as additional insureds, and the Agency shall require the contractor to provide a certificate of insurance to the Agency showing the required coverages, and providing that the policies may not be canceled, changed, or not renewed until the Agency has been given thirty (30) days prior written notice of such event.

(c) The insurance required by this section may be modified by written agreement of the Sponsoring Public Entities and the Agency, in accordance with good business practice. Any questions about the scope of coverage required hereunder shall be resolved by written agreement between the Sponsoring Public Entities and the Agency. The parties can agree to substitute an owner controlled insurance program for any of the above specified insurance requirements.

Force Majeure. If by reason of Force Majeure any party hereto shall Section 8.3 be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each of the Sponsoring Public Entities to make the payments required under Sections 3.5, and 5.2 of this Contract, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, blue northers, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, inability on the part of the Agency to deliver water for any reason, or any other causes not reasonably within the control of the party claiming such inability.

Section 8.4 Unconditional Obligation to Make Payment. Recognizing the fact that the Sponsoring Public Entities urgently require the facilities and services of the Project, and that such facilities and services are essential and necessary for actual use and for standby utility system purposes, and recognizing the fact that the payments to be received from each of the Sponsoring Public Entities will be the primary source of funds available to the Agency and the Trustee to pay the Bonds and other Project Costs, and recognizing the fact that purchasers of the Bonds will rely on the obligation of the Sponsoring Public Entities to pay the Annual Payment Amounts with respect to their series of Bonds in accordance with the provisions of this Contract, each of the Sponsoring Public Entities hereby waives all rights of set-off, recoupment, counterclaim, suspension, deferment, reduction, and amendment against the Agency, the Trustee, and any other direct or indirect recipients of payments with respect to making the Annual Payment Amounts. Each of the Sponsoring Public Entities agrees that it shall make its appropriate Annual Payment Amounts even if no Bonds are issued for its benefit by the Agency

and, if any Bonds are issued, it shall be unconditionally obligated to pay the Annual Payment Amounts as provided and determined by this Contract, regardless of whether or not the Agency actually acquires, constructs, or completes the Project, or breaches any obligation on the Agency's part hereunder, and whether or not the Sponsoring Public Entity actually uses the Project, whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this Contract, or any other contract or agreement between any of the parties hereto. This covenant by each of the Sponsoring Public Entities shall be for the benefit of and enforceable by the owners of the Bonds and/or by the Agency.

By entering into this Contract and performing their obligations under any Section of this Contract, the Sponsoring Public Entities do not release any persons from or waive any claims against such persons that the Sponsoring Public Entities may have resulting from actions by such persons contrary to that person's legal obligations.

Section 8.5 Term of Contract. This Contract shall be effective from and after its date, and this Contract shall continue in force and effect until the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of each Bond Resolution and thereafter continue in force and effect during the entire useful life of the Project. When the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of the Bond Resolution and all amounts owed to the Agency, the Trustee, or any other person hereunder have been paid, all money held by the Trustee or the Agency pursuant to the terms of the Bond Resolution shall be paid to the Agency. Upon the termination of this Contract, the Agency will charge each of the Sponsoring Public Entities a unit based charge (or other published rate) for water delivered to the Sponsoring Public Entities in accordance with the Agency's then existing rate schedule.

<u>Section 8.6</u> <u>Modification</u>. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all money required to be paid by each of the Sponsoring Public Entities under the terms of this Contract, and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

Section 8.7 Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Agency:

Chair, Board of Directors

Hays Caldwell Public Utility Agency 121 West Center Street Kyle, Texas 78640

If to one or more of the Sponsoring Public Entities:

City Administrator City of Buda, Texas 121 North Main Street Buda, Texas 78610

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

City Manager City of San Marcos, Texas 630 East Hopkins San Marcos, Texas 78666

General Manager Canyon Regional Water Authority 850 Lakeside Pass Drive New Braunfels, Texas 78130

The Agency and each Sponsoring Public Entity shall have the right from time to time and at any time to change its respective address and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties.

Section 8.8 State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction. Each of the parties represents to the other parties that, to the best of its knowledge, no provisions of any applicable federal, State, or local law, including any Home Rule Charter of a Sponsoring Public Entity, nor any permit, ordinance, rule, order, or regulation of any party will limit or restrict its ability to carry out its respective obligations under or contemplated by this Contract.

Section 8.9 Severability. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the

application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 8.10 Remedies Upon Default. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing that failure in the performance of the Sponsoring Public Entities' obligations hereunder could not be adequately compensated in money damages alone, each of the Sponsoring Public Entities agrees in the event of any default on its part that the Agency and the owners of the Bonds as third-party beneficiaries shall have available to them the remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to them. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the Agency to receive the Annual Payment Amounts and the provision of Section 3.9 hereof, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of the performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 8.11 Venue. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Hays County, Texas, which is the County in which the principal administrative offices of the Agency are located. It is specifically agreed among the parties to this Contract that Hays County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Hays County, Texas.

Section 8.12 Statutory Authority. In entering into this Contract and performing all duties and obligations hereunder, the Sponsoring Public Entities and the Agency exercise their authority under and in accordance with the State Constitution and laws including, but not limited to, the Act; Chapter 1502, as amended, Texas Government Code; any Home Rule Charter of a Sponsoring Public Entity; Chapter 1371, as amended, Texas Government Code; and all other laws which may authorize this Contract, all of which provisions and laws, cited or not cited herein, shall cumulatively provide the authority for this Contract.

Section 8.13 Indemnification. FOR SO LONG AS THE BONDS ARE OUTSTANDING AND UNPAID, AND ALSO WITH RESPECT TO ANY CLAIM THAT MAY ARISE OUT OF THE OFFER AND SALE OF THE BONDS OF ANY SERIES OR THE ALLEGED MISSTATEMENT OR OMISSION OF A MATERIAL FACT IN OR FROM ANY SALE AND OFFERING DOCUMENT RELATING TO ANY OF THE SPONSORING PUBLIC ENTITIES USED IN CONNECTION THEREWITH, TO THE EXTENT PERMITTED BY LAW, EACH OF THE SPONSORING PUBLIC ENTITIES AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE AGENCY, AND THE OTHER

SPONSORING PUBLIC ENTITIES, THEIR OFFICERS, DIRECTORS, AGENTS, FINANCIAL ADVISORS, ATTORNEYS, AND EMPLOYEES, AND THE UNDERWRITERS OF ANY SUCH OFFERING AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND ALL PERSONS WHO CONTROL THE SAME WITHIN THE MEANING OF THE FEDERAL SECURITIES LAWS, FROM AND AGAINST ALL CLAIMS THAT MAY ARISE AS A RESULT OF ANY UNDERTAKING, ACT, OR OMISSION, WHETHER NEGLIGENT OR NOT, WHICH IS DONE OR OMITTED TO BE DONE BY THAT SPONSORING PUBLIC ENTITY OR ANY OF ITS OFFICERS, COUNCIL MEMBERS, AGENTS, ATTORNEYS, OR EMPLOYEES, RELATING TO THE PROJECT OR PROVIDING INFORMATION FOR INCLUSION IN THE SALE AND OFFERING IF ANY SUCH CLAIM IS BROUGHT AGAINST ANY SUCH DOCUMENTS. INDEMNIFIED PERSON, THE INDEMNIFYING SPONSORING PUBLIC ENTITY SHALL PAY ALL COSTS INCURRED BY SUCH PERSON IN DEFENDING AGAINST THE CLAIM, AND (SUBJECT TO APPLICABLE RULES OF ATTORNEY CONDUCT) MAY CONTROL THE DEFENSE OF SUCH CLAIM.

Section 8.14 Contract not for Benefit of Third Parties. This Contract is made for the exclusive benefit of the Sponsoring Public Entities, the Agency, the Trustee, the owners of the Bonds, the parties to any Credit Agreements, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, and their respective successors and assigns herein permitted, and not for any third party or parties other than the Agency (including its officers, directors, employees, agents, and attorneys), the Trustee, the owners of the Bonds, the Sponsoring Public Entities, and the parties to any Credit Agreements, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, the other persons indemnified by Section 8.13 hereof, and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Contract.

Section 8.15 Succession and Assignment. This Contract is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. This Contract may not be assigned by any party hereto without (i) complying with any provisions relating to the right of the parties to assign this Contract contained in the Bond Resolution and (ii) prior written notice to and approval by the other parties, which consent may be withheld without cause. The provisions of this Section do not affect the assignment of the Agency's rights under this Contract to the Trustee pursuant to Section 3.8.

Section 8.16 <u>Incorporation of Preamble Recitals</u>. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Contract for all purposes and are adopted as a part of the judgment and findings of the Agency and the Sponsoring Public Entities.

Section 8.17 <u>Independent Contractor</u>. As among the parties, the Agency shall be solely responsible for the operation of the Project to produce, withdraw, or divert and treat water and to transport the water to the Sponsoring Public Entities pursuant to this Contract (except to the extent the Agency and a Sponsoring Public Entity enter into agreements for the Sponsoring Public Entity to operate parts of the Project); and the Agency shall be an independent contractor in the operation of the Project.

Section 8.18 Financing Statement. To the extent required by law, each of the Sponsoring Public Entities agrees it shall execute, at the request of the Agency or the Trustee, a

financing statement in a form satisfactory to the Agency or the Trustee and meeting the requirements of the Texas Uniform Commercial Code to perfect any security interest created hereby. To the extent required by law, each Sponsoring Public Entity further agrees to execute such continuation statements or other documents as may be necessary to maintain any such security interest.

<u>Section 8.19</u> <u>Entire Agreement</u>. This Contract constitutes the entire agreement among the parties with respect to the matters described herein.

Section 8.20 Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 8.21 Counterparts. This Contract may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 8.22 Reservation of Rights to Utilize the Texas Water Development Board's State Participation Account Program. The Sponsoring Public Entities and the Agency hereby agree that the Agency may file an application with the TWDB to seek financial assistance pursuant to the TWDB Program. To the extent the Agency utilizes the TWDB Program to access funds to complete the Project, the TWDB Program's rules and regulations require that the TWDB take an undivided ownership interest in up to 50% of the infrastructure improvements comprising the Project. This undivided ownership interest is represented by a master agreement and other documents to be executed between the Agency and the TWDB to effectuate the Agency's financial participation in the TWDB Program. Under the TWDB Program, the Agency will be obligated (and the Sponsoring Public Entities will be obligated to pay the Annual Payment Amounts to reflect this financial obligation) to make lease or other rental payments to the TWDB to repay the TWDB's financial assistance which enabled the Agency to construct the Project in a manner in which excess capacity in the Project was implemented on a regional basis.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective Governing Bodies have caused this Contract to be duly executed as of the day and year first above written.

# HAYS CALDWELL PUBLIC UTILITY AGENCY

Attest:

y: OWHUN

By:

Secretary, Board of Directors

ADOPTED on January 15, 2008.

Attest:

Bobby Lane, Mayor Pro Tem

Toni Milam, City Secretary

70073832.1 Item # 20

CITY OF KYLE, TEXAS

Mayor

Attest:

By:

City Secretary

CITY OF SAN MARCOS, TEXAS

City Manager

Attest:

## CANYON REGIONAL WATER AUTHORITY

By: Melin E. Strey
President, Board of Trustees

Attest:

By:

Secretary, Board of Trustees

### City of Kyle, Texas FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

October 15, 2013

CONTACT CITY DEPARTMENT:

Office of the City Manager

CONTACT CITY STAFF:

James Earp, Asst. City Manager

### SUBJECT:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY APPROVING AMENDMENT NO. 1 TO THE REGIONAL WATER SUPPLY CONTRACT BETWEEN THE HAYS CALDWELL PUBLIC UTILITY AGENCY AND THE CANYON REGIONAL WATER AUTHORITY. THE CITY OF BUDA. THE CITY OF KYLE, AND THE CITY OF SAN MARCOS; AND DECLARING AN EFFECTIVE DATE.

### **CURRENT YEAR FISCAL IMPACT:**

The City's approved budget for Fiscal Year 2013-14 includes \$431,001.00 in funding for its share of the annual operating and capital expenditures that will be contributed to the Hays Caldwell Public Utility Agency (HCPUA).

1. City Department:

Public Works

2. Project Name:

Annual Contribution to HCPUA

3. Budget/Accounting Code(s): 310-821-55315

310-821-55317

4. Funding Source:

Water Utility Fund

5. Total Appropriations:

\$ 431.001.00

6. Unencumbered Balance:

\$ 431,001.00

7. Amount of This Action:

\$ (431,000.00)

8. Remaining Balance:

\$ 0.00

#### FUNDING SOURCE OF THIS ACTION:

The annual contributions from the City of Kyle to HCPUA for its share of operating and capital expenditures incurred by HCPUA is paid from the City's Water Utility Fund. Accordingly, this annual funding requirement is recovered through the rates charged by the City for water service to all its customers of the water utility system.

#### ADDITIONAL INFORMATION/COUNCIL ACTION:

The City of Kyle is a sponsoring agency and a participant in the regional water supply contract with Hays County Public Utility Agency (HCPUA) along with the cities of Buda, San Marcos, and the Canyon Regional Water Authority.

- On January 9, 2008, the City of Kyle entered into a regional water supply contract with HCPUA. Under the provisions of this contract, the City of Kyle agreed to participate in the regional water supply contract by sharing 20.50 percent of the annual operating and capital costs incurred by HCPUA.
- The original contract dated January 9, 2008 did not specify the capacity of future water supply either in million gallons per day (MGD) or in acre feet that would be assigned to the City of Kyle in exchange for its 20.50 percent share of the annual operating and capital costs that would be incurred by HCPUA.
- Section 2.15 of the original contract pertaining to quantity states "the Sponsoring Public Entities' proportional share of the treated water produced by the Project is as follows:

| City of Buda, Texas             | 5.60%   |
|---------------------------------|---------|
| City of Kyle, Texas             | 20.50%  |
| City of San Marcos, Texas       | 39.70%  |
| Canyon Regional Water Authority | 34.20%" |

- Since February 2010, HCPUA has invoiced the City of Kyle based on the increased cost share of 28.17 percent as shown in amendment number 1 and the City has made the annual payments to HCPUA at the increased rate during this time.
- Amendment number 1 to the original contract specifies both the assigned capacity
  of water supply in acre feet and the associated percentage of cost share for each
  participating agency as follows:

|            | Orig. Contract | Orig. Contract | Amendment #1 | Amendment #1   |
|------------|----------------|----------------|--------------|----------------|
| Entity     | Cost Share     | Capacity       | Cost Share   | Capacity       |
| Buda       | 5.60%          | Not Specified  | 5.08%        | 1,687 Ac. Ft.  |
| Kyle       | 20.50%         | Not Specified  | 28.17%       | 9,355 Ac. Ft.  |
| San Marcos | 39.70%         | Not Specified  | 35.86%       | 11,910 Ac. Ft. |
| Canyon RWA | 34.20%         | Not Specified  | 30.89%       | 10,260 Ac. Ft. |
| TOTAL:     | 100.00%        |                | 100.00%      | 33,212 Ac. Ft. |

Perwez A. Moheet, CPA

Date

Director of Finance



# CITY OF KYLE, TEXAS

# Acceptance of Grant Award from Mobile Solutions Program

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** Authorize the City Manager to accept a grant in the amount of

\$7,000.00 from the Texas State Library and Archives Commission for

the Kyle Public Library's Mobile Solutions Program. ~ Joshua

Moreno, Grants Adminstrator

**Other Information:** 

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

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

☐ Resolution Rd2 Acceptance

☐ Fiscal Note

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO AGREE TO AN ACCEPTANCE LETTER FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION; AND AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD UP TO \$7,000 THROUGH THE MOBILE SOLUTIONS PROGRAM, FOR THE PURCHASE AND ENHANCEMENT OF THE LIBRARY'S MOBILE PRESENCE, AND COSTS RELATED TO THE KYLE, PUBLIC LIBRARY'S MOBILE SOLUTIONS PROJECT.

**Whereas,** the Texas State Library and Archives Commission (TSLAC) submitted a letter to City Manager with notification of award,

Whereas, the letter from TSLAC stated that the Kyle Public Library's, Mobile Solutions Project description and sustainability plan indicate to be in alignment with, and match the program goals and eligibility; and,

**Whereas,** the letter serves as an acceptance of the application submitted to TSLAC by the City Manager of Kyle, TX, for funding up to a maximum of \$7,000;

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

#### Section 1. Findings.

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

#### Section 2. Authorization.

The City Manager is duly authorized to agree and accept the letter from TSLAC, regarding the acceptance of the Kyle Public Library's mobile solutions project and reimbursement of up to \$7,000 for all costs related to the Library's mobile solution. This Resolution also authorizes the City Manager to begin the process of planning, designing, bidding, implementation, and purchase of new enhancements to the Public Library's current online mobile presence.

### **Section 3. Budget Approval.**

This Resolution authorizes the City Manager to use up to \$7,000 that will be reimbursable by TSLAC. Any additional funding not previously approved in the proposed project budget will require consideration and approval from Council.

#### **Section 4. Effective Date.**

This Resolution shall take affect from and after the date of its passage as authorized by the Charter of the City of Kyle, TX.

## Section 5. 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 notices 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 15<sup>th</sup> day of October, 2013.

ATTEST:

THE CITY OF KYLE, TX

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

# City of Kyle, Texas FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

CONTACT CITY DEPARTMENT:

**CONTACT CITY STAFF:** 

October 15, 2013

Public Library Josh Moreno

**Grants Administrator** 

#### SUBJECT:

Authorize the City Manager to accept a grant in the amount of \$7,000.00 from the Texas State Library and Archives Commission for the Kyle Public Library's Mobile Solutions Program.

### **CURRENT YEAR FISCAL IMPACT:**

The program support cost for the Kyle Library's mobile application will be covered by a grant award from the Texas State Library and Archives Commission (TSLAC). All expenditures must be incurred and project fully completed by September 30, 2014.

This grant does not require matching funds from the City of Kyle. However, it should be noted that an annual subscription and maintenance fee for this software application would have to be paid by the City from the City's operating budget (General Fund) each fiscal year should the City continue utilizing this application.

1. City Department: Public Library

2. Project Name: Mobile Solutions Program for Library

3. Budget/Accounting Code(s): 416-770-Various
4. Funding Source: TSLAC Grant Fund

4. Funding Source: TSLAC Gran5. Total Appropriations: \$ 0.00

6. Unencumbered Balance: \$ 0.00

7. Amount of This Action: \$7,000.00 (Grant Award Acceptance)

## FUNDING SOURCE OF THIS ACTION:

This grant award to the City is from the Texas State Library and Archives Commission. The City Council's approval of this item will also authorize staff to appropriate the full amount of the grant award and to begin incurring expenditures for the grant program.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

Perwez A. Moheet, CPA

Date

Director of Finance



# CITY OF KYLE, TEXAS

# Acceptance of Grant Award for KPD's Victim's Coordinator

Meeting Date: 10/15/2013
Date time: 7:00 PM

**Subject/Recommendation:** Authorize the City Manager to accept a grant in the amount of

\$37,621.00 from the Office of the Governor and authorize \$20,258.00 in required matching funds from the Police Department's approved operating budget for Fiscal Year 2013-14 to fund a full-time Victim's Coordinator position for a 5-month period from November 1, 2013 through March 30, 2014. ~ *Joshua Moreno, Grants Administrator* 

**Other Information:** 

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

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

- Notice of Grant Award
- ☐ Resolution
- ☐ Fiscal Note



# State of Texas Office of the Governor Criminal Justice Division

Rick Perry Governor

October 07, 2013

Mr. Lanny Lambert City Manager PREVIEW - Kyle, City of - PREVIEW -P.O. Box 40, 100 W. Center St. Kyle, Texas 78640-9450

Dear Mr. Lambert:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <a href="https://eGrants.governor.state.tx.us">https://eGrants.governor.state.tx.us</a> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

Christopher Burnett Executive Director

# OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION STATEMENT OF GRANT AWARD

**Grant Number:** WF-11-V30-25576-02 **CFDA or State ID:** 16.588

Program Fund: WF-Violence Against Women Formula Grants
Grantee Name: PREVIEW - Kyle, City of - PREVIEW -

**Project Title:** Victim's Coordinator Position **Grant Period:** 11/01/2013 - 03/30/2014

Liquidation Date: 06/28/2014

Date Awarded: October 07, 2013

CJD Grant Manager: Reilly Webb

 CJD Award Amount:
 \$37,621.00

 Grantee Cash Match:
 \$20,258.00

 Grantee In Kind Match:
 \$0.00

 Total Project Cost:
 \$57,879.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

#### Condition(s) of Funding and Other Fund-Specific Requirement(s):

Other Condition of Funding. Please note the grant end date has been changed to 03/30/14 due to the end of the federal fund block. CJD will request an extension of the fund block to accommodate the full 12 month grant period. If the extension is granted, the end date will be extended to 08/31/2014.



# State of Texas Office of the Governor Criminal Justice Division

Rick Perry Governor

#### Memorandum

To: CJD Grant Recipients

From: Aimee Snoddy, Deputy Director

**Contact:** (512) 463-1919

**Re:** Grantee Responsibilities **Date Awarded:** October 07, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <a href="https://eGrants.governor.state.tx.us">https://eGrants.governor.state.tx.us</a>.

**Financial Reporting** – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter) July 22 (April-June quarter) October 22 (July-September quarter) January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

**Grant Funded Personnel** – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <a href="http://www.whitehouse.gov/omb/circulars/index.html">http://www.whitehouse.gov/omb/circulars/index.html</a> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <a href="http://www.governor.state.tx.us/grants/what/">http://www.governor.state.tx.us/grants/what/</a>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <a href="http://www.whitehouse.gov/omb/circulars/index.html">http://www.whitehouse.gov/omb/circulars/index.html</a> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <a href="https://eGrants.governor.state.tx.us/updates.aspx">https://eGrants.governor.state.tx.us/updates.aspx</a> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <a href="https://eGrants.governor.state.tx.us/updates.aspx">https://eGrants.governor.state.tx.us/updates.aspx</a> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

**Criminal History Reporting** - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <a href="http://www.lep.gov">http://www.lep.gov</a>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28** C.F.R. Part **23** Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501-1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying -** Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$37,621, AND TO PROVIDE APPLICABLE MATCHING FUNDS IN THE AMOUNT OF \$20,258, FOR A TOTAL PROJECT COST OF \$57,879, FROM THE OFFICE OF THE GOVERNOR, WF-VIOLENCE AGAINST WOMEN FORMULA GRANTS PROGRAM, TO FUND THE CITY OF KYLE, FULL-TIME VICTIM'S SERVICES COORDINATOR FOR FY2014, WITH AN END DATE OF 03/30/2014; (PLEASE NOTE THE GRANT END DATE HAS BEEN CHANGED TO 03/30/2014 DUE TO THE END OF THE FEDERAL BLOCK. CJD WILL REQUEST AN EXTENSION OF THE FUND BLOCK TO ACCOMMODATE THE FULL 12 MONTH GRANT PERIOD. IF THE EXTENSION IS GRANTED, THE END DATE WILL BE EXTENDED TO 08/31/2014.)

Whereas, the City of Kyle, Texas, finds it in the best interest of the citizens of the City of Kyle, Texas that the Victim's Coordinator be operated for the 2014 FY; and

Whereas, the City Council of the City of Kyle, Texas, agrees to provide applicable matching funds for the said project as required by the WF-Violence Against Women Formula Grants Program and application; and

Whereas, the City Council of the City of Kyle, Texas, designates City Manager, Lanny S. Lambert, as the grantee's Authorized Official. The Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

**Whereas,** the City Council of the City of Kyle, Texas, approves acceptance of the grant award for the Victim's Coordinator to the Office of the Governor, Criminal Justice Division;

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

- 1. The City Manager is hereby authorized on behalf of the City to execute such applications as are necessary to be made to the Governor's Office, Criminal Justice Division to accept funding through the WF-Violence Against Women Formula Grant Program.
- 2. The City of Kyle, Texas, will: comply with the grant requirements of the Criminal Justice Division; agree the grant funds and any grant-funded equipment or facilities will be used only for the purpose for which they are intended under the grant; and, activities will comply with and support the criminal justice planning of the City of Kyle, Texas.
- 3. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

PASSED AND APPROVED THIS 15<sup>th</sup> day of October 2013.

| SIGNED:             | ATTEST:                          |  |  |
|---------------------|----------------------------------|--|--|
| City of Kyle, TX    | City Secretary, Amelia Sanchez   |  |  |
| MAYOR, Lucy Johnson | city secretary, America surrence |  |  |

# City of Kyle, Texas FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

CONTACT CITY DEPARTMENT:

CONTACT CITY STAFF:

October 15, 2013

Police Department

Josh Moreno

**Grants Administrator** 

#### SUBJECT:

Authorize the City Manager to accept a grant in the amount of \$37,621.00 from the Office of the Governor and authorize \$20,258.00 in required matching funds from the Police Department's approved operating budget for Fiscal Year 2013-14 to fund a full-time Victim's Coordinator position for a 5-month period from November 1, 2013 through March 30, 2014.

### **CURRENT YEAR FISCAL IMPACT:**

The acceptance of this grant award will require the City of Kyle to provide supplemental funding in the amount of \$20,258.00 to match the grant award. The Police Department has identified and earmarked specific budget line item in its approved budget for FY 2013-14 to be used to provide the required supplemental funding in the amount of \$20,258.00 for this grant.

The expenditures for this grant to fund a full-time Victim's Coordinator position will be incurred during FY 2013-14 through March 30, 2014. The City will be responsible for any ineligible expenditures incurred under this program or expenditures in excess of the grant award.

1. City Department: Police Department

2. Project Name: Victim's Coordinator Services Grant

3. Budget/Accounting Code(s): 414-725-Various

4. Funding Source: 414-725-various Grant Funds

5. Current Appropriation: \$ 0.006. Unencumbered Balance: \$ 0.00

7. Amount of This Action: \$37,621.00 (New Appropriation)
8. Available Balance: \$37,621.00 (For Grant Expenditures)

#### **FUNDING SOURCE OF THIS ACTION:**

The funding source for this grant program is from the State of Texas, Office of the Governor in the amount of \$37,621.00 for a 5-month program to fund a full-time Victim's Coordinator position until March 30, 2014.

The City Council's approval of this item will also authorize staff to appropriate \$37,621.00 in a separate Grant Fund to be established to account for program activities funded by this grant program.

### ADDITIONAL INFORMATION/COUNCIL ACTION:

On October 3, 2012, the City Council authorized the acceptance of the initial grant award (first year) in the amount of \$44,032.00 with a required match of \$23,877.81 from the Police Department's approved operating budget for FY 2012-13 to fund a full-time Victim's Coordinator position.

Perwez A. Moheet, CPA

Date

Director of Finance



# CITY OF KYLE, TEXAS

## **HACH Service Agreement**

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** Authorize the renewal of a service contract with HACH COMPANY

of Loveland, Colorado, in an amount not to exceed \$6,258.00 for the

annual calibration and maintenance of the chlorine monitoring

equipment at various city-owned water treatment facilities ~ Harper

Wilder, Director of Public Works

**Other Information:** 

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

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

□ HACH quote

□ HACH Terms

☐ Fiscal Note



| HACH SERVICE PARTNERSHIP<br>QUOTATION                                  | Page :<br>Partnership Number : |
|------------------------------------------------------------------------|--------------------------------|
| Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 | WebSite: www.hach.com          |

1 of 2 e nber:

HACH222350

Remittance

2207 Collections Center Dr Chicago, IL 60693

Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



07-AUG-13 Quotation Date : **Partnership** HACH222350

Number: 06-OCT-13 **Expiration Date**:

**Hach Company Service Partnership** Service Partnership

Contact Phone **Email** Dillon, Jody L jdillon@hach.com

**Customer Ref RENEWAL QUOTE Customer Contact:** BIEMER, JASON

512-262-3024 X4012 **Customer Phone: Customer Fax:** 512-262-3403 **Customer Email:** jbiemer@cityofkyle.com

Bill-To Account # 313340 Ship-To Account # 313340

Purchase Orders

Customer Name CITY OF KYLE Customer CITY OF KYLE **Payment Terms:** Net 30

Name

Address4 Address4 **Billing Method:** Annually USD 520 E RR 150 520 E RR 150 Address1 Address1 **Currency:** 

Address2 Address2

Address3 Address3 City,State, City,State, KYLE-TX-78640

KYLE-TX-78640-9450 PostalCode Postalcode

Province/ US Province/ US Country Country

| Line | Service Name    |                |            |           |                                    | Line Total |
|------|-----------------|----------------|------------|-----------|------------------------------------|------------|
|      | Covered Product |                | Start Date | End Date  | Description/Serial Number          |            |
| 1    | HACH PM 2 VI    | SIT            | 01-NOV-13  | 31-OCT-14 | 2 ON SITE VISITS                   | \$0.00     |
|      | 1.1             | FIELD CONTRACT |            |           | Field Service Contract site visit; |            |
|      |                 | SITE           |            |           | HACH222350                         |            |
| 2    | FSPCL17         |                | 01-NOV-13  | 31-OCT-14 | Fld Svc-2V CL17                    | \$6,258.00 |
|      | 2.1             | 5440000        |            |           | CL17 FINAL ASSEMBLY W/KITS;        |            |
|      |                 |                |            |           | 091000336253                       |            |
|      | 2.2             | 5440000        |            |           | CL17 FINAL ASSEMBLY W/KITS;        |            |
|      |                 |                |            |           | 091000336254                       |            |
|      | 2.3             | 5440000        |            |           | CL17 FINAL ASSEMBLY W/KITS;        |            |
|      |                 |                |            |           | 091000336261                       |            |
|      | 2.4             | 5440000        |            |           | CL17 FINAL ASSEMBLY W/KITS;        |            |
|      |                 |                |            |           | 091000337417                       |            |
|      | 2.5             | 5440000        |            |           | CL17 FINAL ASSEMBLY W/KITS;        |            |
|      |                 |                |            |           | 110500401762                       |            |
|      | 2.6             | 5440000        |            |           | CL17 FINAL ASSEMBLY W/KITS;        |            |
|      |                 |                |            |           | 110500401766                       |            |

Sub Total: \$6,258.00 Tax: \$0.00 Total: \$6,258.00

| LETTIFIE HACH | HACH SERVICE PARTNERSHIP<br>QUOTATION                                  | Page :<br>Partnership Number : | 2 of 2<br>HACH222350                                                                                             |
|---------------|------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------|
| SERVICEPLUS   | Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 | WebSite: www.hach.com          | Remittance 2207 Collections Center Dr Chicago, IL 60693                                                          |
|               | Purchase Orders                                                        |                                | Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593 |

#### **Partnership Notes:**

CONFIRMATION OF TYPE OF PAYMENT IS DUE AT THE TIME OF PARTNERSHIP ACTIVATION.

For immediate assistance, contact our exclusive partnership technical support group at 1-866-902-HACH(4224). Please reference your partnership agreement number when calling.

To schedule onsite visits, please contact the Service Dispatch Team by phone at 1-800-227-4224 x6068 or by email at dispatch@hach.com.

\*\*\*\*\*\*\*\*\*\*\*\*\*

If I can be of any further assistance please contact me at 800-227-4224 x6488 or you can email me at jdillon@hach.com

Thank you for your business!

Jody Dillon Service Partnership Renewals

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

| Customer Name             | : | CITY OF KYLE |
|---------------------------|---|--------------|
| Customer P.O. Number      | : |              |
| Customer Reference Number | : |              |



#### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs.
- 3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, lowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am 5 pm Monday through Friday, excluding holidays.
- 4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- 5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; value added taxes; income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or similar charges imposed upon the production, sale, distribution, or delivery of Products hereunder. Buyer will either pay any and all such taxes and charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and in the manner set forth at www.hach.com. Invoices for all other orders are due and payable (1) NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or (2) for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate this Contract for default; (2) withhold future shipments until delinquent payments are made; (3) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (5) repossess the Products for which payment has not been made; (6) recover all costs of collection including reasonable attorney's fees; or (7) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from

any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

- 7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.
- 8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.
- PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.
- 10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
- 11. SOFTWARE. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all GMar Holdware, Hach grants Buyer only a personal, non-exclusive license to access and use the software

v. 2012-12-01 1



provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

- NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION: "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Hach considers proprietary or Proprietary, including but not limited to Hach's service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Hach's prior written consent. All such Proprietary Information remains property of Hach. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Hach, except for the limited use licenses implied by law.
- 13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make changes in design or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing reasonably in advance of such Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; or (e) services outside standard business hours.
- SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those parts of the premises where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any wastes, including without limitation hazardous wastes, resulting from such services, repair and maintenance. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this
- 15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
- 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development,

production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract.

- 17. FORCE MAJEURE: Hach is excused from delays in delivery and performance of other contractual obligations under this Contract caused by acts or omissions that are beyond the control of Hach, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof
- 18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
- 19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.
- 20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.
- 21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

Item # 23

v. 2012-12-01 2

# City of Kyle, Texas FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

CONTACT CITY DEPARTMENT:

CONTACT CITY STAFF:

October 15, 2013 Public Works

Harper Wilder, Director

#### SUBJECT:

Authorize the renewal of a service contract with HACH COMPANY of Loveland, Colorado, in an amount not to exceed \$6,258.00 for the annual calibration and maintenance of the chlorine monitoring equipment at various city-owned water treatment facilities.

#### **CURRENT YEAR FISCAL IMPACT:**

This service contract renewal with HACH COMPANY will require expenditure of funds from the Fiscal Year 2013-14 approved budget of the Public Works Department as follows:

1. City Department: Public Works

2. Project Name: Chlorine Monitoring Equipment

3. Budget/Accounting Code(s): 310-820-531434. Funding Source: Water Utility Fund

5. Current Appropriation: \$ 56,720.00

6. Unencumbered Balance: \$ 56,720.00 7. Amount of This Action: \$ (6,258.00)

8. Remaining Balance: \$50,462.00

#### FUNDING SOURCE OF THIS ACTION:

The funding source for this service contract renewal in the amount of \$6,258.00 will be provided from the approved operating budget of the Public Works Department for Fiscal Year 2013-14.

## ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

Perwez A. Moheet, CPA - Date

Director of Finance



## CITY OF KYLE, TEXAS

## Increase in PSA for Neptune-Wilkinson for the Manhole Rehabilitation Project

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** Ratification of authorization to increase funding by \$9,000.00 for the

professional services agreement executed with NEPTUNE-

WILKINSON ASSOCIATES, INC., of Austin, Texas, for a revised total of \$15,480.00 to perform engineering services associated with the 2013 Manhole Rehabilitation Program consisting of improvements to forty (40) existing manholes in the City's wastewater collection system.

~ Harper Wilder, Director of Public Works

Other Information:

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

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

Agreement: Neptune-Wilkinson

☐ Fiscal Note

# NEPTUNE - WILKINSON ASSOCIATES, INC. Consulting Engineers

TBPE Firm# F-359

4010 Manchaca Road Austin, Texas 78704 (512) 462-3373 (FAX) 462-3469

May 14, 2013

Steven Widacki, P.E., City Engineer City of Kyle P.O. Box 40 Kyle, Texas 78640

Re: Letter Proposal for Engineering Services 2013 Manhole Rehabilitation Project (Rebid) NWA# 1190-554

#### Dear Steven:

As requested, Neptune-Wilkinson Associates, Inc. (NWA) proposes to prepare bid documents and provide administrative services for construction phase services for the rehabilitation and/or reconstruction of wastewater manholes including, but not limited to, the manholes which were to be rehabilitated previously under our project #1190-553; 2012 Manhole Rehabilitation. The scope of engineering services will include the following items but not necessarily exclude other tasks, if needed.

- Inspect current condition of manholes, prepare project description and specify appropriate rehabilitation techniques.
- 2) Prepare map showing location of manholes to be included in the work.
- 3) Prepare advertisement for bid and solicit proposals (newspaper publication cost not included).
- Conduct public bid opening, prepare bid tabulation and make recommendation of contract award.
- 5) Attend preconstruction conference.
- 6) Provide construction administration services including pay request processing, change order(s), periodic progress observation and final review of work performed

City of Kyle Page 2 May 14, 2013

NWA proposes to perform the above described work for a cost not to exceed \$9,000.00 unless previously authorized. The final cost will be determined by time expended and charges incurred at the rates listed in attached Exhibit "A". If additional engineering services are requested and approved, the cost of such service will also be calculated using the time expended and hourly rates in Exhibit "A".

NWA will begin work upon approval of this letter proposal by the City and estimate that bids could be received within approximately 60 days after authorization to proceed is given. We are pleased to offer these engineering services to the City and if additional information is needed, simply contact our office.

Sincerely,

John A. Brevtle

John A. Bartle, P.E.

JAB jer

Proposal Accepted and Authorization to Proceed

Date: MAY 30, 2013
City of Kyle

Print Name HARPER WILDER / PUBLIC WORKS DIRECTOR

# EXHIBIT "A" PAYMENTS FOR ENGINEERING SERVICES AUTHORIZED TO BE BASED ON TIME EXPENDED AT THE FOLLOWING RATES

| Principal                | \$120.00 per hour |
|--------------------------|-------------------|
| Engineer                 | 95.00 per hour    |
| Engineering Technician   | 45.00 per hour    |
| Survey Technician        | 45.00 per hour    |
| CAD Technician (Drafter) | 45.00 per hour    |
| Administrative/Cloncal   | 35.00 per hour    |

Direct expenses will be billed at the engineer's cost plus 10%. Travel expenses will be billed at the rate of \$0.48 per mile. Principal time charged by NWA for meeting attendance on behalf of CLIENT will be for the approximate time expended on engineering and/or related technical consultation which occurs during the meeting, but not less than two (2) hours will be charged for any one meeting.

# City of Kyle, Texas FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

CONTACT CITY DEPARTMENT:

CONTACT CITY STAFF:

October 15, 2013

Engineering

Harper Wilder, Director

Public Works

#### SUBJECT:

Ratification of authorization to increase funding by \$9,000.00 for the professional services agreement executed with NEPTUNE-WILKINSON ASSOCIATES, INC., of Austin, Texas, for a revised total of \$15,480.00 to perform engineering services associated with the 2013 Manhole Rehabilitation Program consisting of improvements to forty (40) existing manholes in the City's wastewater collection system.

#### **CURRENT YEAR FISCAL IMPACT:**

This engineering services contract with NEPTUNE-WILKINSON ASSOCIATES, INC., will require expenditure of funds from the approved operating budget of the Public Works Department.

1. City Department: Engineering

2. Project Name: Wastewater Manholes Rehabilitation

**3.** Budget/Accounting Code(s): **310-825-53144** 

4. Funding Source: Utility Fund (Wastewater)

5. Current Appropriation: \$ 165,000.00 6. Unencumbered Balance: \$ 61,820.00

7. Amount of This Action: \$( 9,000.00)

8. Remaining Balance: \$ 52,820.00 )

#### FUNDING SOURCE OF THIS ACTION:

The funding source for this engineering services contract increase in the amount of \$9,000.00 will be provided from the approved FY 2013-14 Operating Budget of the Public Works Department.

### ADDITIONAL INFORMATION/COUNCIL ACTION:

 On July 3, 2012, the City Council authorized the execution of a professional services agreement with NEPTUNE-WILKINSON ASSOCIATES, INC., of Austin, Texas, in an amount not to exceed \$6,480.00 to perform the engineering services associated with the rehabilitation or reconstruction improvements to twenty-four (24) existing wastewater manholes in the vicinity of the Kensington Trails subdivision.

- On September 18, 2012, the City Council authorized a construction contract to Enviro Remediation of Pinehurst, Texas, in the amount of \$59,172.00 to repair nineteen (19) manholes in the City 's wastewater collection system.
- In June 2013, the City served notice and terminated the construction contract with Enviro Remediation for non performance. The City then updated the construction documents and rebid the manhole rehabilitation project.
- On September 3, 2013, the City Council authorized the selection of Lewis Concrete Restoration of Buda, Texas, in an amount not to exceed \$103,180.00 to repair forty (40) selected manholes in the City's wastewater collection system under the 2013 Manhole Rehabilitation Program.

Perwez A. Moheet, CPA

Date

Director of Finance



# CITY OF KYLE, TEXAS

# KPD's Interlocal Agreement With CAECD

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** Consider authorizing the City Manager to execute an Interlocal

Agreement with the Capital Area Emergency Communications District in order for the City to maintain its public safety answering points, upgrade 9-1-1 equipment, and to train police department personnel to participate in the next generation 9-1-1 Emergency Communications

System in the District. ~ Jeff Barnett, Chief of Police

**Other Information:** 

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

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

- ☐ Capital Area ECD PSAP Interlocal Agreement FY 2014
- CAECD Bylaws 9-11-13
- □ CAECD AgendaPacket 10-9-13
- ☐ Fiscal Note

### **Capital Area Emergency Communications District**

6800 Burleson Road, Building 310, Suite 165 Austin, Texas 78744-2306 (p) 512.916.6000 (f) 512.916.6189

### BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

September 20, 2013

City of Kyle Lanny Lambert City Manager 100 W. Center Street Kyle, TX 78640

RE: FY2014 PSAP Interlocal

Dear Mr. Lambert:

Please find the enclosed FY 2014 PSAP Interlocal (2 originals). The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to our office by October 25, 2013. The new fiscal year starts October 1, 2013 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044 or gobuch@capcog.org.

Sincerely,

Gregg Obuch

**Director of Emergency Communications** 

## CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

# INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

#### **Section 1. Parties and Purpose**

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Local Government Code, as amended. CAECD has developed a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. The City of Kyle ("Public Agency") is a Texas home-rule municipality that operates one or more Public Safety Answering Points (PSAPs) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.
- 1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

#### Section 2. Goods and Services

- 2.1. Public Agency agrees to:
- (1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);
- (2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAECD to purchase new equipment and software;
- (3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;
  - (4) practice preventive maintenance for the PSAP equipment;
- (5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *Strategic Plan*.
- (6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Emergency Notification System (ENS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

## Section 3. Contract Price and Payment Terms

- 3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed \$1,500.00 for its performance of this contract.
- 3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency \$1,500.00 for the purchase of supplies as outlined in Section 2.1(1) of this contract.
- 3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
- 3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.
- (b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

### Section 4. Effective Date and Term of Contract

4.1. This contract takes effect September 1, 2013 and it ends, unless sooner terminated under Section 10, on September 30, 2014.

### **Section 5. Performance Reports**

5.1. Public Agency agrees to report to CAECD, by the 20<sup>th</sup> of each month, on its performance of this contract using the Monthly Equipment Checklist form provided by CAECD or at the latest website address provided by CAECD.

#### Section 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD *Strategic Plan*; and CAECD's 9-1-1 Policies and Procedures Manual and CAPCOG ENS Policies & Procedures.

#### Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.
- 7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

#### **Section 8. Records and Monitoring**

- 8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.
- 8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.
- 8.4. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.
- 8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

I DAN CILY AVIT

#### Section 9. Nondiscrimination and Equal Opportunity

- 9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

#### **Section 10. Early Termination of Contract**

- 10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.
- 10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:
- (1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;
- (2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

#### **Section 11. Dispute Resolution**

- 11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.
- 11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

#### **Section 12. Notice to Parties**

- 12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2.
- 12.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is \_\_\_\_\_\_\_, Attention:\_\_\_\_\_\_\_.
- 12.3. A party may change its address by providing notice of the change in accordance with Section 12.1.

#### Section 13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

- 13.2. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.
  - 13.4. This contract is executed in duplicate originals.

| CITY OF KYLE | CAPITAL AREA EMERGENCY<br>COMMUNICATIONS DISTRICT |
|--------------|---------------------------------------------------|
| By           | <b>J</b>                                          |
| Name         |                                                   |
| Title        | Executive Director                                |
| Date         | Date                                              |

#### **Bylaws**

of the

#### CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

#### **ARTICLE I - CREATION AND PURPOSE**

#### Section 1.1 – Creation

The Capital Area Emergency Communications District (CAECD) was created pursuant to Chapter 772, Health and Safety Code, Subchapter G on September 1, 2013 by adoption of resolutions by the counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson, and the City of Austin. The CAECD is a regional emergency communications district serving local governments in State Planning Region 12 and with boundaries coterminous with the Capital Area Council of Governments as created under Chapter 391 of the Local Government Code.

#### **Section 1.2 – Purpose and Membership**

The CAECD is a political subdivision of the State created to carry out essential governmental functions related to the provisioning of emergency communications services, including but not limited to emergency 9-1-1, to participating jurisdictions throughout the territory of the district.

Pursuant to Chapter 772, Health and Safety Code, Subchapter G, the CAECD is governed by a board of managers composed of the members of the governing body of the Capital Area Council of Governments whose duties include determining funding sources, adopting governing policies, appointing a technical advisory committee, adopting a budget, and providing staffing for all district functions. All operations of the board of managers shall be managed by the Capital Area Council of Governments executive director serving as the director of the district and other employees as assigned by the director.

#### ARTICLE II – OPERATIONS OF BOARD OF MANAGERS

#### Section 2.1 – Board of Managers

The Board of Managers shall be composed of the Executive Committee of Capital Area Council of Governments as defined in Section 5.2 (a)(1-7) of the CAPCOG Bylaws, and whose terms shall run concurrently with their term on the CAPCOG governing body. Service on the Board of Managers is an additional duty of the member's term of office on the CAPCOG governing body.

The Board of Managers shall meet quarterly at a time and place specified by resolution. The Board may conduct additional meetings on call of the chairperson or director of the District or upon the written request of at least one-third of the members.

A majority of the voting members for the board constitutes a quorum.

Notice of regular and special meetings of the Board of Managers must comply with the Open Meetings Act.

The Officers of the Board of Managers shall be the same elected officials serving as Officers of the Executive Committee.

Members of the Board of Managers shall be required to attend District meetings to fulfill attendance requirements in the CAPCOG Bylaws, Section 5.7.

#### **Section 2.2 – Powers and Responsibilities**

- (a) The Board of Managers has the following general powers:
  - (1) to sue in the name of the District;
  - (2) to contract with any person to carry out the purposes of District;
- (3) to acquire, own, lease, transfer, or otherwise dispose of real and personal property, tangible or intangible, or any interest in it;
- (4) to invest the District's assets in real or personal property, tangible or intangible, or any interest in it;
- (5) to sell, assign, mortgage, or pledge all or any part of the District's real or personal property, or any interest in it;
  - (6) to borrow or lend money or other property or issue debt;
  - (7) to apply for, receive, and use contributions and grants.
- (b) The Board of Managers has the following general responsibilities:
  - (1) to have prepared, review, and submit an annual budget for the District;
  - (2) determine the nature and sources of funding for the District;
- (3) to designate one or more depositories for the District's funds and specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of the funds:
- (4) to receive, review, and, if necessary, act upon reports and recommendations of its advisory committee and other ad hoc committees of the District;
- (5) to make recommendations, formulate policy, and take action on matters that best carry out the purposes of the District.

#### Section 2.3 – Committees

- (a) The Board of Managers shall appoint a Strategic Advisory Committee consisting of representatives of the participating jurisdictions, as that term is defined under Subchapter G of the Texas Health and Safety Code, at the first meeting of each calendar year. Each Committee member appointed must have the training and experience necessary to perform the duties assigned. Members of the Strategic Advisory Committee serve at the pleasure of the Board of Managers.
  - (b) The Committee shall:

- (1) Facilitate long-range technology planning to carry out regional emergency communications policies and priorities.
- (2) Assist in the development of the five-year strategic plan.
- (3) Review and recommend service fee levels necessary to fulfill strategic goals.
- (4) Assist with development or revision of 9-1-1 policies and procedures for the Public Safety Answering Points, or integration of other emergency communications systems such as radio, emergency notification services or geographic information systems.
- (5) Review and make recommendations on uses of District funds.
- (c) The Board of Managers may assign additional duties to the Advisory Committee as needed.
- (d) The Board may create one or more ad hoc committees and appoint members to serve on them. Each committee may have three or more members who serve at the pleasure of the Board of Managers.

#### ARTICLE III – DIRECTOR AND STAFF

#### **Section 3.1 – District Director**

- (a) The Executive Director of the Capital Area Council of Governments shall act as District Director, and staff of the Capital Area Council of Governments shall perform all administrative and operational functions as determined necessary by the Board of Managers. Staff assigned to perform functions for the District shall be compensated by the District's funds to be included in the annual budget adopted by the District. The District Director shall assign responsibilities for administrative and operational functions to qualified staff of CAPCOG or may pursue services through contracts or interlocal agreements in accordance with the Procurement Policy.
- (b) The District Director is the chief administrative officer of the District and is authorized along with the Chair and First Vice Chair to serve as signatory on behalf of the District with regard to contracts and other legal documents.
  - (c) Among other duties, the District Director shall:
    - (1) prepare and present to the Board an annual budget and annual report;
    - (2) have an independent financial audit of the District's finances performed annually;
  - (3) prepare a five year strategic plan for operations of the District, to be updated annually in accordance with the budget; and
  - (4) manage the delivery of emergency communications services including the expenditure of District funds to support necessary and related activities such as but not limited to legal counsel, emergency equipment purchases, and other expenditures deemed necessary not to exceed \$50,000.

#### ARTICLE IV – FINANCIAL

#### Section 4.1 - Revenues and Fees

The District shall attempt to match revenues to operating expenditures including providing for a reasonable reserve for contingencies and equipment replacement when reviewing projected revenue and establishing a fee. The District may pursue other revenue sources as appropriate to deliver emergency communications services.

The District may issue bonds.

#### Section 4.2 - Banking, Investments, and Depository

The District shall adopt an investment policy in accordance with Texas Public Funds Investment Act.

#### Section 4.3 - Budget and Audit

The District shall adopt an annual budget prior to first day of its fiscal year and shall engage an independent audit of the District's finances after the close of each fiscal year. Prior to completion of the audit, the District will provide a summary report of all revenues and expenditures based on the operations of the District during that fiscal year.

#### **Section 4.4 - Procurement**

The District shall adopt procurement policies in accordance with applicable state statutes.

#### ARTICLE V – MISCELLANEOUS

#### **Section 5.1 - Principal Office**

The principal office for the CAECD will coincide with the principal office of the Capital Area Council of Governments.

#### **Section 5.2 - Fiscal Year**

The District's fiscal year shall coincide with the fiscal year adopted by the Capital Area Council of Governments.

#### Section 5.3 - Books and Records

- (a) The District shall keep at its principal office correct and complete minutes of the meetings of the Board of Managers and its committees; accurate and complete financial records; and other appropriate records documenting the operations of the District.
  - (b) The District's records are subject to the Texas Public Information Act.

#### **Section 5.4 - Amendment of Bylaws**

- (a) If a quorum is present, the Board of Managers may amend these bylaws by majority vote of all the representatives entitled to vote.
- (b) The written text of a proposed amendment must be furnished to each representative entitled to vote at least thirty calendar days before the day of the meeting at which the amendment will be considered.
- (c) An amendment is effective when adopted by the Board of Managers unless otherwise specified.

#### **AGENDA**

# CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT REGULARLY SCHEDULED BOARD OF MANAGERS MEETING

CAPCOG Pecan Room 6800 Burleson Road Building 310, Suite 165 Austin, TX 78744

#### October 9, 2013 - 10:30 AM or Upon Adjournment of Executive Committee

Mayor Alan McGraw, City of Round Rock, Chair Judge Wayne Brascom, Llano County, 1<sup>st</sup> Vice-Chair

Mayor Marc Holm, City of Elgin, 2<sup>nd</sup> Vice-Chair Judge Tom D. Bonn, Caldwell County, Secretary Judge Donna Klaeger, Burnet County, Immediate Past Chair

Council Member Eileen Altmiller, City of Buda
Judge Samuel Biscoe, Travis County
Judge Bert Cobb, Hays County
Commissioner Will Conley, Hays County
Mayor Jeff Coleman, City of Pflugerville
Representative Tony Dale
Commissioner Gerald Daugherty, Travis County
Judge Dan A. Gattis, Williamson County

Judge Bill Guthrie, Blanco County
Mayor Debbie Holland, City of Hutto
Representative Jason Isaac
Judge Ed Janecka, Fayette County
Council Member Samantha LeMense, City of Kyle
Commissioner Cynthia Long, Williamson County
Mayor Caroline Murphy, City of Bee Cave
Judge Paul Pape, Bastrop County
Commissioner Maurice Pitts, Lee County
Mayor George Russell, City of Marble Falls
Council Member Shane Scott, City of San Marcos
Council Member Kathie Tovo, City of Austin
Council Member Don Tracy, City of Cedar Park
Mayor Lew White, City of Lockhart
Representative Paul Workman

- 1. Opening Remarks by Chair Alan McGraw Public Comments
- 2. Consideration of Minutes for the September 11, 2013, Meeting
- Select a Depository for District Funds
   Sheila Jennings, CAPCOG Deputy Director
- 4. Approve Insurance Coverage for the District
  Sheila Jennings, CAPCOG Deputy Director
- 5. Consider Revisions to the Bylaws of the Capital Area Emergency Communications District Betty Voights, District Director
- 6. Review PSAP Performance and 9-1-1 Call Reports
  Gregg Obuch, Director of Emergency Communications
- 7. Consider Revisions to the 9-1-1 Policies and Procedures Manual Gregg Obuch, Director, Emergency Communications
- 8. Adjourn

# SUMMARY MINUTES CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT REGULARLY SCHEDULED BOARD OF MANAGERS MEETING

#### Omni Austin Hotel Southpark, Oaks Room 4140 Governors Row Austin, TX 78744

September 11, 2013 – 10:30 AM or Upon Adjournment of Executive Committee

#### MEMBERS PRESENT

Mayor Alan McGraw, City of Round Rock, Chair Judge Wayne Brascom, Llano County, 1st Vice-Chair

Mayor Marc Holm, City of Elgin, 2nd Vice-Chair Judge Tom D. Bonn, Caldwell County, Secretary Judge Samuel Biscoe, Travis County Judge Bert Cobb, Hays County Commissioner Will Conley, Hays County Mayor Jeff Coleman, City of Pflugerville Commissioner Gerald Daugherty, Travis County Judge Dan A. Gattis, Sr., Williamson County Judge Bill Guthrie, Blanco County Mayor Debbie Holland, City of Hutto Judge Ed Janecka, Fayette County Council Member Samantha LeMense, City of Kyle Commissioner Cynthia Long, Williamson County Mayor Caroline Murphy, City of Bee Cave Judge Paul Pape, Bastrop County Commissioner Maurice Pitts, Lee County Mayor George Russell, City of Marble Falls Council Member Kathie Tovo, City of Austin Council Member Don Tracy, City of Cedar Park

CALL TO ORDER – 10:41 AM QUORUM IS PRESENT

Mayor Lew White, City of Lockhart Representative Paul Workman

# 1. Opening Remarks by Chair Alan McGraw Public Comments

Mayor McGraw welcomed everyone.

There were no public comments.

# 2. Adopt Resolution Creating the 9-1-1 District Gregg Obuch, Director of Emergency Communications

**MEMBERS ABSENT** 

Judge Donna Klaeger, Burnet County, Immediate

Past Chair

Representative Tony Dale Representative Jason Isaac

Council Member Shane Scott, City of San Marcos

Mr. Obuch stated CAPCOG meets the requirements under Texas Health and Safety Code, Chapter 772, Subchapter G for the creation of a Regional Emergency Communications District and all ten CAPCOG counties and the City of Austin passed resolutions to participate in the Capital Area Emergency Communications District (CAECD). The attached resolution formally recognizes this and authorizes the collection of a 9-1-1 Service Fee on telephone wire lines. Additionally Texas Health and Safety Code Section 772.504 (b) requires the district to file with the county clerk of each county in the district a certificate declaring the creation of the district.

A motion was made by Judge Bert Cobb and seconded by Council Member Samantha LeMense to adopt the resolution creating the 9-1-1 District. The motion passed unanimously.

# 3. Adopt Bylaws of the Capital Area Emergency Communications District Betty Voights, District Director

Ms. Voights stated this item is to establish bylaws for the District and are based on the CAPCOG bylaws with regard to rules and operational procedures. The governing body of CAPCOG automatically becomes the Board of Managers for the District. Ms. Voights stated legal counsel advised us to incorporate language into CAPCOG and CAECD bylaws that specify a member who serves on Executive Committee also serves on this board. Ms. Voights noted if a member leaves the Executive Committee, they will leave the CAECD Board as well and attendance is required at both meetings. If a member misses one meeting, it will work against them on both sides. Ms. Voights further noted the operational expenditure amount is set at \$50,000 before approval is needed by the Board of Managers.

There was a discussion about the bylaws and some amendments to add for approval at the next meeting. Commissioner Long recommended changes in Section 2.1 relating to the board of managers. She asked the board to consider changing the composition of the board to people who have a Public Safety Answering Point (PSAP) in their jurisdictions. She further recommended changes in Section 2.3 relating to committees. She asked the board to consider selecting committee members with some level of technical expertise to assist, review and make recommendations regarding development or revision of 9-1-1 policies and procedures. She also suggested the committee assist as well as review and make recommendations regarding overall emergency communications architecture including but not limited to networking, hardware, software and service providers.

Ms. Voights recommended adopting the bylaws today and add the amendments for approval at the next meeting because the District needed operating rules.

Commissioner Long recommended changes in Section 5.4 relating to bylaws amendments. She asked the language be changed from "representative" to "member of the board of managers". She said this was probably a carry-over from the CAPCOG bylaws but asked that it be clarified for the CAECD bylaws.

Several Executive Committee members stated they had scheduling conflicts in attending the October 9<sup>th</sup> meeting and asked if most agenda items could be deferred until the November meeting.

A motion was made by Judge Ed Janecka and seconded by Judge Bert Cobb to adopt the CAECD Bylaws. The motion passed unanimously.

# 4. Adopt Resolution Establishing the District Fiscal Year Gregg Obuch, Director of Emergency Communications

Mr. Obuch stated this agenda item will establish the District's fiscal year. For consistency in financial operations with CAPCOG, we propose the fiscal year to start on October 1 and end September 30.

A motion was made by Judge Samuel Biscoe and seconded by Commissioner Cynthia Long to adopt the resolution adopting the fiscal year. The motion passed unanimously.

# 5. Adoption of Resolution Setting the 9-1-1 Service Fee for FY 2014 Gregg Obuch, Director of Emergency Communications

Mr. Obuch stated our current 9-1-1 service fee is \$.50 per month per land line phone. As a District, we have the authority to change the 9-1-1 service fee under section 772.516 (e) of the Texas Health and Safety Code. Staff recommends no change to this fee for FY 2014.

The 9-1-1 wireless fee is \$.50 per month per wireless phone and the 9-1-1 prepaid wireless fee is two percent of the purchase price. Both these fees are set by the state.

There was a discussion about the state set service fees, differences in wire lines and wireless lines, and how the fee is applied to wireless phones with different area codes when used in state.

A motion was made by Judge Bert Cobb and seconded by Commissioner Maurice Pitts to adopt the resolution setting the 9-1-1 service fee. The motion passed unanimously.

# 6. Adoption of Resolution Regarding the Administrative Fee Service Providers May Retain for Collecting the 9-1-1 Emergency Service Fee

Gregg Obuch, Director of Emergency Communications

Mr. Obuch stated in the Texas Health and Safety Code Section 771.073 (e), a one percent administrative fee is established for telephone service providers and is consistent between wire line and wireless. Section 772.517 (e) which creates all the emergency communications districts, includes a provision that a service provider may retain an administrative fee of two percent for the wire line rates. Section 771.062 (a), authorizes an emergency communications district to adopt any portion of Section 771.073 (e) or any rule adopted by the Commission on State Emergency Communications (CSEC). This resolution adopts Section 771.073 (e) to set the administrative fee for services providers at one percent of the collected fees.

A motion was made by Judge Wayne Brascom and seconded by Mayor Lew White to adopt the resolution regarding Section 771.073(e) that sets the administrative fee at one percent. The motion passed unanimously.

# 7. Approve Annual Contracts and Purchases Gregg Obuch, Director of Emergency Communications

Mr. Obuch stated there are numerous monthly and annual expenditures that are incurred by the CAPCOG 9-1-1 program that exceed \$15,000 annually but may not be competitively procured and these are included in the report made to Executive Committee each October. Many of these expenditures are tied to contracts, leases, recurring monthly 9-1-1 network charges and maintenance

agreements that may have been approved initially by the Executive Committee but now are transferred to the CAECD. Staff prepared a spreadsheet that lists these expenditures that may exceed \$15,000 annually based on CAPCOG's threshold for board authorization and seeks approval of annual contracts and recurring monthly expenditures.

A motion was made by Mayor Caroline Murphy and seconded by Judge Bill Guthrie to approve the annual contracts and purchases. The motion passed unanimously.

# 8. Approve FY 2013 and FY 2014 Budgets Gregg Obuch, Director of Emergency Communications

Mr. Obuch stated this agenda item establishes the operating budget and expenditures for FY 2013-2014.

FY 2013 needs a one-month transitional, fiscal year budget from the state fiscal year (September 1 to August 31) to the CAPCOG fiscal year (October 1 to September 30). These are 9-1-1 fees as of today and no new projects are planned. Projected revenues for this transitional time period include \$8,816,742 in non-service fee revenues, which represent the transfer of assets from the state to the new district. Proposed expenditures for this period are \$669,808 in operating costs.

FY 2014 budget includes projected revenues of \$12,770,595 in service fees and \$172,559 in non-service fee revenues as well as two new additional fee funds; one is for equipment replacement and the other is an operating reserve. Staff worked with the other 9-1-1 districts throughout the state about what types of funds they keep on balance and found out most of them closest to us in size keep between 140-160 % of their annual revenue as a goal for their operating reserve. For the CAECD, this equates to about \$19.5 million.

The revenues are projected using a land line fee of \$.50 and a wireless fee of \$.50. Proposed expenditures include \$9,039,432 in operating costs and \$4,855,000 designated for the Equipment Replacement Fund and another \$4 million designated for Operational Reserve Fund. A transfer from the Equipment Fund of \$3,838,970 will be expended against the encumbered equipment costs from 2013.

Ms. Voights stated next month there would be a more in depth discussion about the budget and priorities for expenditures beyond traditional 9-1-1 costs.

There was a discussion about the new additional fee funds; building up to the projected \$19.5 million reserve; and the proposed FY 2013 and FY 2014 budget spreadsheet numbers.

A motion was made by Judge Ed Janecka and seconded by Commissioner Will Conley to approve the FY 2013 and FY 2014 budgets. The motion passed unanimously.

#### 13. Adjourn

A motion was made and seconded to adjourn the meeting. The motion passed unanimously and the meeting adjourned at 11:26 A.M.

| Judge Tom D. Donn Counter.                     | D-4- | <u> </u> |
|------------------------------------------------|------|----------|
| Judge Tom D. Bonn, Secretary                   | Date |          |
| Board of Managers                              |      |          |
| Capital Area Emergency Communications District |      |          |

| MEETING DATE                                                | : October 9, 2013                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM:                                                | #3 Select a Depository for District Funds                                                                                                                                                                                                                                                                                                                                        |
| In accordance with depository for the I that J.P. Morgan Cl | RIPTION OF ITEM: Texas Health and Safety Code, Sec. 772.518 (a), the Board of Managers must select a District's funds. At this time, CAPCOG holds its funds in J.P. Morgan Chase. Staff recommends hase be selected as depository until such time as a competitive bidding process may be ract(s) established to coincide with the District's fiscal year, for two year periods. |
| Routi Follov Specia Other                                   | RESENTS A: ssue, project, or purchase ne, regularly scheduled item w-up to previously discussed item al item requested by board member  ACT/STAFF MEMBER: Sheila Jennings, CAPCOG Deputy Director                                                                                                                                                                                |
| BUDGETARY IN                                                | IPACT OF AGENDA ITEM:                                                                                                                                                                                                                                                                                                                                                            |
| Does item r<br>Does item r                                  | ated cost: N/A ady included in fiscal year budget?                                                                                                                                                                                                                                                                                                                               |
| ACTION REQUE                                                | STED:                                                                                                                                                                                                                                                                                                                                                                            |
| • Select J.P. I                                             | Morgan Chase as the Depository for District funds.                                                                                                                                                                                                                                                                                                                               |
| BACK-UP DOCU                                                | MENTS ATTACHED:                                                                                                                                                                                                                                                                                                                                                                  |
| • None                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| BACK-UP DOCU                                                | MENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):                                                                                                                                                                                                                                                                                            |
| • None                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                             |                                                                                                                                                                                                                                                                                                                                                                                  |

| MEETING DATE:                                                                                | October 9, 2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENDA ITEM:                                                                                 | #4 Approve Insurance Coverage for the District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| CAECD. These items had League Intergovernment coverage for the CAPCO IRP, the existing CAPCO | the Capital Area purchased with 9-1-1 grant funds have now been transferred as assets to the ave been insured under CAPCOG's general liability policy with the Texas Municipal tal Risk Pool (TML-IRP) in the past. The TML-IRP also provides Errors and Omissions OG Executive Committee, Executive Director, and employees. In conferring with TML-OG policies can be extended to cover actions of the District or the District may be insured licy. At this time, staff recommends extending the current CAPCOG policies to insure the |
| Routine, re                                                                                  | ENTS A:  g, project, or purchase egularly scheduled item to previously discussed item requested by board member                                                                                                                                                                                                                                                                                                                                                                                                                           |
| PRIMARY CONTACT                                                                              | T/STAFF MEMBER: Sheila Jennings, CAPCOG Deputy Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| BUDGETARY IMPA                                                                               | CT OF AGENDA ITEM:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Does item repre<br>Does item repre                                                           | cost: N/A included in fiscal year budget?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ACTION REQUESTE                                                                              | D:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Approve continu                                                                              | ued insurance coverage with TML-IRP under CAPCOG's existing policies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| BACK-UP DOCUMEN                                                                              | NTS ATTACHED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| • None                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| BACK-UP DOCUMEN                                                                              | NTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

None

MEETING DATE: October 9, 2013

AGENDA ITEM: #5 Consider Revisions to the Bylaws of the Capital Area Emergency Communications

**District** 

#### GENERAL DESCRIPTION OF ITEM:

The Board of Managers of the Capital Area Emergency Communications District (CAECD) adopted an initial set of bylaws outlining rules and procedures for the operation of the district during its first meeting September 11th. At that time, some suggestions for modifications to the bylaws and suggested wording were provided to staff for future consideration by the board.

The first amendment addresses Article II, Section 2.3 – Committees by incorporating language that clarifies the duties beyond "assist" to included "review and make recommendations". Since CAPCOG's bylaws were used as the base document, there was also a clean-up amendment needed in Article V, Section 5.4 to change "representative" to the board of managers member. Also, the language requiring 30-day notification for bylaws amendments in the CAPCOG bylaws intended to allow the broader membership of the General Assembly time to view amendments is probably unnecessary for a board that meets more often so staff is recommending a modification to this section to change the bylaw amendment notification from 30 calendar days to two weeks before the meeting where the changes will be addressed.

A third amendment was suggested to address requirements for approval for grant applications; staff in consultation with the board chair recommend this be discussed and included in Financial Policies to be addressed in November.

| THIS ITEM                      | New issue, project, or purchase Routine, regularly scheduled item Follow-up to previously discussed item Special item requested by board member Other                                                |                      |                   |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------|
| PRIMARY                        | CONTACT/STAFF MEMBER: Betty                                                                                                                                                                          | Voights, District    | Director          |
| Tota<br>Is ite<br>Does<br>Does | RY IMPACT OF AGENDA ITEM:  l estimated cost: N/A  m already included in fiscal year budget? s item represent a new expenditure? s item represent a pass-through purchase? for what city/county/etc.? | □Yes<br>□Yes<br>□Yes | □No<br>□No<br>□No |

#### ACTION REQUESTED:

• Adopt the proposed revisions to CAECD Bylaws.

#### **BACK-UP DOCUMENTS ATTACHED:**

• Redlined copy of the revised bylaws for the CAECD.

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

• None

#### **Bylaws**

#### of the

#### CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

#### ARTICLE I - CREATION AND PURPOSE

#### Section 1.1 - Creation

The Capital Area Emergency Communications District (CAECD) was created pursuant to Chapter 772, Health and Safety Code, Subchapter G on September 1, 2013 by adoption of resolutions by the counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson, and the City of Austin. The CAECD is a regional emergency communications district serving local governments in State Planning Region 12 and with boundaries coterminous with the Capital Area Council of Governments as created under Chapter 391 of the Local Government Code.

#### Section 1.2 – Purpose and Membership

The CAECD is a political subdivision of the State created to carry out essential governmental functions related to the provisioning of emergency communications services, including but not limited to emergency 9-1-1, to participating jurisdictions throughout the territory of the district.

Pursuant to Chapter 772, Health and Safety Code, Subchapter G, the CAECD is governed by a board of managers composed of the members of the governing body of the Capital Area Council of Governments whose duties include determining funding sources, adopting governing policies, appointing a technical advisory committee, adopting a budget, and providing staffing for all district functions. All operations of the board of managers shall be managed by the Capital Area Council of Governments executive director serving as the director of the district and other employees as assigned by the director.

#### ARTICLE II – OPERATIONS OF BOARD OF MANAGERS

#### Section 2.1 – Board of Managers

The Board of Managers shall be composed of the Executive Committee of Capital Area Council of Governments as defined in Section 5.2 (a)(1-7) of the CAPCOG Bylaws, and whose terms shall run concurrently with their term on the CAPCOG governing body. Service on the Board of Managers is an additional duty of the member's term of office on the CAPCOG governing body.

The Board of Managers shall meet quarterly at a time and place specified by resolution. The Board may conduct additional meetings on call of the chairperson or director of the District or upon the written request of at least one-third of the members.

A majority of the voting members for the board constitutes a quorum.

Notice of regular and special meetings of the Board of Managers must comply with the Open Meetings Act.

The Officers of the Board of Managers shall be the same elected officials serving as Officers of the Executive Committee.

Members of the Board of Managers shall be required to attend District meetings to fulfill attendance requirements in the CAPCOG Bylaws, Section 5.7.

#### Section 2.2 – Powers and Responsibilities

- (a) The Board of Managers has the following general powers:
  - (1) to sue in the name of the District;
  - (2) to contract with any person to carry out the purposes of District;
- (3) to acquire, own, lease, transfer, or otherwise dispose of real and personal property, tangible or intangible, or any interest in it;
- (4) to invest the District's assets in real or personal property, tangible or intangible, or any interest in it;
- (5) to sell, assign, mortgage, or pledge all or any part of the District's real or personal property, or any interest in it;
  - (6) to borrow or lend money or other property or issue debt;
  - (7) to apply for, receive, and use contributions and grants.
- (b) The Board of Managers has the following general responsibilities:
  - (1) to have prepared, review, and submit an annual budget for the District;
  - (2) determine the nature and sources of funding for the District;
- (3) to designate one or more depositories for the District's funds and specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of the funds;
- (4) to receive, review, and, if necessary, act upon reports and recommendations of its advisory committee and other ad hoc committees of the District;
- (5) to make recommendations, formulate policy, and take action on matters that best carry out the purposes of the District.

#### Section 2.3 – Committees

- (a) The Board of Managers shall appoint a Strategic Advisory Committee consisting of representatives of the participating jurisdictions, as that term is defined under Subchapter G of the Texas Health and Safety Code, at the first meeting of each calendar year. Each Committee member appointed must have the training and experience necessary to perform the duties assigned. Members of the Strategic Advisory Committee serve at the pleasure of the Board of Managers.
  - (b) The Committee shall:

- (1) Facilitate long-range technology planning to carry out regional emergency communications policies and priorities.
- (2) Assist in the development of the five-year strategic plan.
- (3) Review and recommend service fee levels necessary to fulfill strategic goals.
- (4) Assist <u>as well as review and make recommendations regarding with</u> development or revision of 9-1-1 policies and procedures for the Public Safety Answering Points, or integration of other emergency communications systems such as radio, emergency notification services or geographic information systems.
- (4)(5) Assist as well as review and make recommendations regarding the overall emergency communications architecture including, but not limited to networking, hardware, software and service providers.
- (5)(6) Review and make recommendations on uses of District funds.
- (c) The Board of Managers may assign additional duties to the Advisory Committee as needed.
- (d) The Board may create one or more ad hoc committees and appoint members to serve on them. Each committee may have three or more members who serve at the pleasure of the Board of Managers.

#### ARTICLE III - DIRECTOR AND STAFF

#### Section 3.1 – District Director

- (a) The Executive Director of the Capital Area Council of Governments shall act as District Director, and staff of the Capital Area Council of Governments shall perform all administrative and operational functions as determined necessary by the Board of Managers. Staff assigned to perform functions for the District shall be compensated by the District's funds to be included in the annual budget adopted by the District. The District Director shall assign responsibilities for administrative and operational functions to qualified staff of CAPCOG or may pursue services through contracts or interlocal agreements in accordance with the Procurement Policy.
- (b) The District Director is the chief administrative officer of the District and is authorized along with the Chair and First Vice Chair to serve as signatory on behalf of the District with regard to contracts and other legal documents.
  - (c) Among other duties, the District Director shall:
    - (1) prepare and present to the Board an annual budget and annual report;
    - (2) have an independent financial audit of the District's finances performed annually;
  - (3) prepare a five year strategic plan for operations of the District, to be updated annually in accordance with the budget; and

(4) manage the delivery of emergency communications services including the expenditure of District funds to support necessary and related activities such as but not limited to legal counsel, emergency equipment purchases, and other expenditures deemed necessary not to exceed \$50,000.

#### ARTICLE IV – FINANCIAL

#### Section 4.1 - Revenues and Fees

The District shall attempt to match revenues to operating expenditures including providing for a reasonable reserve for contingencies and equipment replacement when reviewing projected revenue and establishing a fee. The District may pursue other revenue sources as appropriate to deliver emergency communications services.

The District may issue bonds.

#### Section 4.2 - Banking, Investments, and Depository

The District shall adopt an investment policy in accordance with Texas Public Funds Investment Act.

#### Section 4.3 - Budget and Audit

The District shall adopt an annual budget prior to first day of its fiscal year and shall engage an independent audit of the District's finances after the close of each fiscal year. Prior to completion of the audit, the District will provide a summary report of all revenues and expenditures based on the operations of the District during that fiscal year.

#### Section 4.4 - Procurement

The District shall adopt procurement policies in accordance with applicable state statutes.

#### ARTICLE V - MISCELLANEOUS

#### Section 5.1 - Principal Office

The principal office for the CAECD will coincide with the principal office of the Capital Area Council of Governments.

#### Section 5.2 - Fiscal Year

The District's fiscal year shall coincide with the fiscal year adopted by the Capital Area Council of Governments.

#### Section 5.3 - Books and Records

- (a) The District shall keep at its principal office correct and complete minutes of the meetings of the Board of Managers and its committees; accurate and complete financial records; and other appropriate records documenting the operations of the District.
  - (b) The District's records are subject to the Texas Public Information Act.

#### Section 5.4 - Amendment of Bylaws

- (a) If a quorum is present, the Board of Managers may amend these bylaws by majority vote of the board members present.
- (b) The written text of a proposed amendment must be furnished to each member of the board of managers representative entitled to vote at least thirty calendar days before the day of two weeks prior to the meeting at which the amendment will be considered.
- (c) An amendment is effective when adopted by the Board of Managers unless otherwise specified.

MEETING DATE: October 9, 2013

AGENDA ITEM: #6 Review PSAP Performance and 9-1-1 Call Reports

#### GENERAL DESCRIPTION OF ITEM:

Each quarter, beginning in January 2014, staff will update the Board with a summary on the most recent results from Public Safety Answering Point (PSAP) and 9-1-1 Database Coordinator monitoring visits and information on the volume and type of 9-1-1 calls processed by each PSAP.

Staff will review and explain each of the following reports/forms.

- 1. PSAP Monitoring Checklist this is the checklist used to evaluate each PSAP in meeting the operational terms outlined in the Interlocal agreements and the current 9-1-1 Policies and Procedures Manual.
- 2. 9-1-1 Database Status this report shows the number of landline telephone numbers in the 9-1-1 database (also referred to as the Master Street Address Guide (MSAG)) that matches to an address point in the districts' GIS database.
- 3. The current fiscal year 9-1-1 call data report shows the number of 9-1-1 calls received by PSAP and by class of service (type) of call.
- 4. Call volume comparison to previous fiscal years.
- 5. PSAP Answer Time Summary shows the number and percentage of calls answered within a given period. The National Emergency Number Association (NENA) standards for answering a 9-1-1 call are: (a) Ninety percent of all 9-1-1 calls arriving at the PSAP shall be answered within 10 seconds during the busy hour. (b) Ninety-five percent of all 9-1-1 calls should be answered within twenty seconds.

| THIS I | TEM      | I REPRESENTS A:                                                 |                |           |                       |
|--------|----------|-----------------------------------------------------------------|----------------|-----------|-----------------------|
|        | Ш        | New issue, project, or purchase                                 |                |           |                       |
|        | $\times$ | Routine, regularly scheduled item                               |                |           |                       |
|        |          | Follow-up to previously discussed item                          |                |           |                       |
|        | Ħ        | Special item requested by board member                          |                |           |                       |
|        |          | Other                                                           |                |           |                       |
|        |          | CONTACT/STAFF MEMBER: <u>Gregg</u><br>RY IMPACT OF AGENDA ITEM: | Obuch, Directo | or of Eme | rgency Communications |
| рород  |          |                                                                 |                |           |                       |
|        |          | l estimated cost: NA                                            |                |           |                       |
|        | Is ite   | em already included in fiscal year budget?                      | ∐Yes           | ∐No       |                       |
|        | Does     | s item represent a new expenditure?                             | Yes            | □No       |                       |
|        |          | s item represent a pass-through purchase?                       | Yes            | □No       |                       |
|        | If en    | for what city/county/etc 2                                      |                |           |                       |

#### **ACTION REQUESTED:**

• None, informational item only.

#### **BACK-UP DOCUMENTS ATTACHED:**

- 1. PSAP Monitoring Checklist
- 2. 9-1-1 Database Status as of August 2013
- 3. FY2013 9-1-1 Call Data
- 4. FY2012 to FY2013 Call Volume Comparison
- 5. PSAP Answer Time Summary for August 2013

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

None

# Capital Area Emergency Communications District PSAP Monitoring Checklist

| PSAP Name:                                         |                                                  |                                                  |                            | Telep    | hone i       | lumbei    | :           |         |                  |                                         |                                        |
|----------------------------------------------------|--------------------------------------------------|--------------------------------------------------|----------------------------|----------|--------------|-----------|-------------|---------|------------------|-----------------------------------------|----------------------------------------|
| PSAP Contact:                                      |                                                  |                                                  |                            |          |              | Date      | e:          |         |                  |                                         |                                        |
| PSAP Address:                                      |                                                  |                                                  |                            |          | City/St      | ate/Zip   | :           |         |                  |                                         |                                        |
|                                                    |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Previous Finding(s) With Resolution If Applicable: |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
|                                                    |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
|                                                    |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
|                                                    |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
|                                                    |                                                  | _                                                | r                          | 1_       |              | Totalida  |             | T       | <b>I</b> stantia | 1/25/25/55/55                           | I                                      |
| CDE Inventory Top (front & hookroom)               | Yes                                              | No                                               | N/A                        | Comme    | ents         |           |             |         |                  |                                         |                                        |
| CPE Inventory Tag (front & backroom) Language Line | <del>                                     </del> |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| security code visible, accessible                  |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Standalone TDD - functional                        |                                                  |                                                  | 350000<br>300000<br>300000 |          |              |           |             |         |                  |                                         |                                        |
| Equipment Clean                                    |                                                  |                                                  | 2000 E                     |          |              |           |             |         |                  |                                         | ····                                   |
| CPE Components - loaded, online, functional        |                                                  |                                                  | 224.24.0                   |          |              |           |             |         |                  |                                         |                                        |
| Mapped ALI Application                             |                                                  |                                                  |                            |          |              |           | <del></del> |         |                  |                                         |                                        |
| Redundancy (at least two positions logged in)      | _                                                |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Last Log Out Date                                  | 7                                                |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Approved Interfaces                                | 1                                                | <del>                                     </del> |                            |          |              |           |             |         |                  |                                         |                                        |
| Mapping Functionality                              | 9895/4<br>9865/5                                 |                                                  | 531/2S                     |          |              |           |             |         |                  | *************************************** |                                        |
| Wireline                                           |                                                  |                                                  |                            |          |              | ····      |             |         |                  | 1.10                                    |                                        |
| Wireless                                           |                                                  |                                                  |                            |          |              |           |             |         |                  | ,                                       | V                                      |
| Jurisdictional Zoom                                |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Make Busy Circuit - Route Testing                  |                                                  |                                                  |                            | Route    |              | W/35/469/ |             |         |                  | 381/333                                 | 5/15/5/5/5/                            |
| Austin Evergreen                                   |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| UPS Online                                         |                                                  |                                                  |                            |          |              |           |             |         |                  | ,,                                      |                                        |
| System Printer Functional                          |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| PSAP Supervisor, POC                               |                                                  | <u> </u>                                         |                            |          |              |           |             |         | ····             |                                         |                                        |
| Generator Testing Plan                             | 10000                                            |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Weekly                                             |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Monthly                                            |                                                  | <u> </u>                                         |                            |          |              |           |             |         |                  |                                         |                                        |
| Other                                              |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Logs Available and Current                         |                                                  |                                                  | 98.50                      |          |              |           | ·           |         |                  |                                         |                                        |
| Trouble Reporting Log                              |                                                  |                                                  | 20.00                      |          | i            |           |             | T       | T                | 1                                       |                                        |
| TTY Log                                            | ,                                                | <u> </u>                                         | 2017E<br>50000             |          | <u></u>      |           |             |         | <u> </u>         | <u>l</u>                                | L                                      |
| Query log                                          | 0,550                                            |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| Reports Current                                    | 2890                                             | 989                                              | 35000<br>35000             |          |              |           |             |         |                  |                                         |                                        |
| Monthly Equipment                                  |                                                  |                                                  |                            |          | 1            |           |             | ļ       | 1                | T                                       |                                        |
| Communications Plan                                | $\vdash$                                         |                                                  | 1000.00<br>1000.00         | <u> </u> | <del> </del> |           |             |         | 1                | <del> </del>                            | <b> </b>                               |
| Training                                           | 10880                                            |                                                  |                            |          | 1            | J         |             | 1       |                  | <u> </u>                                | L                                      |
| Equipment                                          | 15560                                            | 1000000                                          |                            |          |              |           |             |         |                  |                                         | ************************************** |
| Equipment<br>TDD                                   |                                                  |                                                  |                            |          |              |           |             |         |                  |                                         |                                        |
| PSAP Managers Meeting                              | -                                                |                                                  |                            |          |              | •         |             |         |                  |                                         |                                        |
| Current Roster                                     |                                                  |                                                  | 80890E                     |          | Ι            | T         | <u> </u>    | -       |                  | T                                       | <br>                                   |
| Current Roster                                     | L                                                | L                                                | 3808                       | <u> </u> | <u> </u>     | L         |             | <u></u> | J                | 1                                       | LL                                     |

# Capital Area Emergency Communications District PSAP Monitoring Checklist

|                                                                                                                                                  |   |    | -              |          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---|----|----------------|----------|--|
| 🕯 variation ettora annovami studiet arbeidelijot op variation ettoralis kankan kalkan kalkan kalkan kankan annovamen ettora ettoralis kalkan 🕻 🕻 |   | No | N/A            | Comments |  |
| ECaTS                                                                                                                                            |   |    |                |          |  |
|                                                                                                                                                  |   |    |                |          |  |
|                                                                                                                                                  | Ì |    |                | i        |  |
|                                                                                                                                                  |   |    | 90495<br>34 55 |          |  |
|                                                                                                                                                  |   |    |                |          |  |

| Comments            |                                         |
|---------------------|-----------------------------------------|
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     | *************************************** |
|                     |                                         |
|                     |                                         |
|                     |                                         |
|                     |                                         |
| PSAP Printed Name:  |                                         |
|                     | •                                       |
|                     |                                         |
| PSAP Signature:     | Date:                                   |
|                     |                                         |
|                     |                                         |
| CAECD Printed Name: | _                                       |
|                     |                                         |
|                     |                                         |
| CAECD Signature:    | Date:                                   |

# **9-1-1 Database Status**As of August 2013

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Landline | Matched to A | Matched to Address Point | Matched to Road | to Road | Unmatched | ched    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|--------------------------|-----------------|---------|-----------|---------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Numbers  | Number       | Percent                  | Number          | Percent | Number    | Percent |
| Bastron                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 22,880   | 22,344       | 899.26                   | 531             | 2.32%   | 5         | 0.02%   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 14,522   | 13,920       | 95.85%                   | 511             | 3.52%   | 91        | 0.63%   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6,844    | 5,548        | 81.06%                   | 1,171           | 17.11%  | 125       | 1.83%   |
| Dialico                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 5,125    | 5,014        | 97.83%                   | 38              | 0.74%   | 73        | 1.42%   |
| ć                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 28,813   | 27,501       | 95.45%                   | 1,109           | 3.85%   | 203       | 0.70%   |
| purner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 16,884   | 16,774       | 99.35%                   | 65              | 0.38%   | 45        | 0.27%   |
| 101111111111111111111111111111111111111                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 11,260   | 9,788        | 86.93%                   | 434             | 3.85%   | 1,038     | 9.22%   |
| Caldwell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 6,081    | 5,387        | 88.59%                   | 440             | 7.24%   | 254       | 4.18%   |
| 0+000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 18,762   | 18,728       | 99.82%                   | 32              | 0.17%   | 2         | 0.01%   |
| rayette                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 17,244   | 17,232       | 99.93%                   | 2               | 0.01%   | 10        | 0.06%   |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 77,130   | 71,508       | 92.71%                   | 4,928           | 6.39%   | 694       | 0.90%   |
| паўѕ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 50,868   | 49,988       | 98.27%                   | 651             | 1.28%   | 229       | 0.45%   |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8,509    | 7,416        | 87.15%                   | 787             | 9.25%   | 306       | 3.60%   |
| רבב                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 7,013    | 662'9        | 96.95%                   | 145             | 2.07%   | 69        | 0.98%   |
| 000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 9,820    | 9,637        | 98.14%                   | 57              | 0.58%   | 126       | 1.28%   |
| רומווס                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 11,163   | 10,785       | 96.61%                   | 54              | 0.48%   | 324       | 2.90%   |
| Tiver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 594,390  | 578,765      | 97.37%                   | 14,726          | 2.48%   | 899       | 0.15%   |
| SIANIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 475,329  | 471,583      | 99.21%                   | 1,433           | 0.30%   | 2,313     | 0.49%   |
| William of the state of the sta | 171,063  | 166,140      | 97.12%                   | 3,631           | 2.12%   | 1,292     | 0.76%   |
| VVIIIIdillisoli                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 152,757  | 151,165      | %96.86                   | 379             | 0.25%   | 1,213     | 0.79%   |
| SOCIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 949,471  | 917,375      | 96.62%                   | 27,406          | 2.89%   | 4,690     | 0.49%   |
| 202142                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 756,986  | 748,647      | %06.86                   | 3,718           | 0.49%   | 4,621     | 0.61%   |
| Blanco, Caldwell,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 36,433   | 32,389       | 88.90%                   | 2,449           | 6.72%   | 1,595     | 4.38%   |
| Lee, Llano                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 29,382   | 27,985       | 95.25%                   | 229             | 2.30%   | 720       | 2.45%   |

January 2011 data August 2013 data

# Capital Area Emergency Communications District

FY 2013 9-1-1 Call Data (includes abandoned calls)

| PSAP                     | Sep 2012 | Oct 2012 | Nov 2012 | Dec 2012 | Jan 2013 | Feb 2013 | Mar 2013 | Apr 2013 | May 2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Jun 2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Jul 2013 | Aug 2013 | FY2013 Total |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------------|
|                          | 1,488    | 1,448    | 1,513    | 1,906    | 1,790    | 1,751    | 1,672    | 1,604    | 1,451                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,438                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,811    | 1,595    | 19,467       |
|                          | 53,553   | 54,282   | 49,961   | 52,068   | 51,299   | 49,591   | 56,518   | 53,699   | 58,223                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 57,085                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 57,937   | 57,734   | 651,950      |
|                          | 9,211    | 9,173    | 8,599    | 8,936    | 8,902    | 8,023    | 9,385    | 9,195    | 785'6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 789'6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 9,397    | 9,302    | 109,397      |
|                          | 3,747    | 3,550    | 3,517    | 3,964    | 3,598    | 3,855    | 4,331    | 4,081    | 4,383                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,462                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,565    | 4,331    | 48,384       |
|                          | 447      | 432      | 465      | 423      | 536      | 453      | 499      | 422      | 474                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 478                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 452      | 554      | 5,635        |
|                          | 1,259    | 1,326    | 1,294    | 1,285    | 1,324    | 1,292    | 1,518    | 1,403    | 1,536                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,474                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,779    | 1,424    | 16,914       |
|                          | 1,096    | 1,080    | 1,115    | 1,016    | 972      | 1,043    | 1,145    | 1,140    | 1,158                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,161                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,361    | 1,449    | 13,736       |
|                          | 1,685    | 1,653    | 1,660    | 1,901    | 1,633    | 1,653    | 1,686    | 1,634    | 1,812                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,722                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,711    | 1,780    | 20,530       |
|                          | 261      | 242      | 281      | 302      | 260      | 287      | 333      | 286      | 321                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 525                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 350      | 304      | 3,752        |
|                          | 1,383    | 1,326    | 1,211    | 1,340    | 1,293    | 1,100    | 1,402    | 1,471    | 1,348                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,627                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,568    | 1,725    | 16,794       |
|                          | 1,635    | 1,587    | 1,611    | 1,742    | 1,577    | 1,541    | 1,854    | 1,642    | 1,836                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,832                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,767    | 1,780    | 20,404       |
|                          | 4,159    | 3,789    | 3,653    | 3,941    | 3,710    | 3,795    | 3,823    | 4,033    | 4,306                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,268                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,151    | 4,231    | 47,859       |
|                          | 1,048    | 1,112    | 912      | 1,078    | 972      | 1,018    | 1,059    | 1,125    | 1,188                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,090                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,111    | 1,149    | 12,862       |
|                          | 65       | 47       | 42       | 41       | 43       | 52       | 48       | 61       | 9/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 38                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 54       | 45       | 612          |
|                          | 290      | 264      | 297      | 254      | 145      | 202      | 301      | 288      | 347                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 379      | 381      | 3,488        |
|                          | 466      | 390      | 449      | 421      | 419      | 377      | 435      | 410      | 537                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 445                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 377      | 367      | 5,093        |
|                          | 820      | 753      | 799      | 822      | 757      | 687      | 877      | 824      | 917                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 952                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1,028    | 1,075    | 10,311       |
|                          | 629      | 290      | 811      | 701      | 725      | 702      | 824      | 820      | 917                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 986                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1,344    | 918      | 10,187       |
|                          | 1,202    | 757      | 669      | 848      | 740      | 692      | 723      | 692      | 862                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 840                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 788      | 916      | 9,830        |
|                          | 174      | 231      | 216      | 183      | 168      | 171      | 199      | 193      | 230                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 193                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 245      | 235      | 2,438        |
|                          | 804      | 879      | 746      | 788      | 998      | 767      | 932      | 1,001    | 1,029                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,128    | 1,030    | 10,971       |
|                          | 1,391    | 1,289    | 1,221    | 1,282    | 1,242    | 1,163    | 1,263    | 1,300    | 1,348                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,343                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,319    | 1,314    | 15,475       |
|                          | 3,975    | 3,878    | 3,612    | 4,324    | 3,726    | 3,872    | 4,300    | 4,238    | 4,544                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,056                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,101    | 4,221    | 48,847       |
|                          | 3,295    | 2,645    | 2,643    | 2,624    | 2,475    | 2,769    | 3,240    | 2,897    | 2,911                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3,081                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2,877    | 3,483    | 34,940       |
|                          | 494      | 485      | 540      | 562      | 563      | 501      | 588      | 574      | 658                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 556                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 630      | 601      | 6,752        |
|                          | 1,058    | 1,136    | 882      | 683      | 1,093    | 1,146    | 404      | 721      | 726                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 473                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 609      | 480      | 9,411        |
|                          | 10,061   | 065'6    | 9,650    | 9:6'6    | 9,402    | 8,802    | 10,144   | 10,408   | 11,069                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 10,699                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 11,121   | 11,207   | 122,089      |
|                          | 934      | 860      | 701      | 911      | 945      | 776      | 881      | 785      | 884                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 876                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 873      | 9//      | 10,202       |
| Williamson Co Emerg Comm | 2,063    | 6,518    | 6,535    | 7,073    | 6,594    | 698'9    | 7,136    | 6'929    | 7,397                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 7,757                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 7,806    | 7,519    | 84,726       |
|                          | 2        | 1        | 330      |          | 169      |          | 1        | 89       | 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 329                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 151      | 223      | 1,286        |
| CAECD Training Center    | 29       |          |          |          |          |          |          |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |          | 29           |
|                          |          |          |          |          |          |          |          |          | State of the state | The state of the s |          |          |              |

|                           | 1       |         | Contract of the Contract of th | -       |         |         |         |         |         |         |         |         | -            |        |
|---------------------------|---------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------------|--------|
| Calls by Class of Service |         |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |         |         |         |         |         |         |         |         | FY2013 Total | otal   |
| Wireline                  | 20,464  | 20,949  | 19,456                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 19,656  | 20,766  | 18,362  | 19,876  | 20,062  | 20,784  | 18,871  | 18,760  | 18,210  | 236,216      | 17.19% |
| Wireless                  | 85,295  | 83,470  | 79,590                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 84,521  | 79,665  | 78,565  | 89,863  | 86,478  | 91,917  | 86,083  | 85,924  | 97,154  | 1,028,525    | 74.84% |
| VOIP                      | 4,346   | 4,099   | 4,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4,289   | 4,456   | 3,927   | 4,536   | 3,990   | 4,310   | 3,927   | 4,306   | 3,869   | 50,055       | 3.64%  |
| Other / TMLA              | 39      | 51      | 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 41      | 43      | 36      | 37      | 36      | 78      | 278     | 244     | 241     | 1,164        | 0.08%  |
| None                      | 3,630   | 2,914   | 2,873                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2,848   | 3,008   | 3,560   | 3,209   | 3,485   | 4,998   | 11,655  | 13,556  | 2,675   | 58,411       | 4.25%  |
| Total Calls Per Month:    | 113,774 | 111,483 | 105,959                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 111,355 | 107,938 | 104,450 | 117,521 | 114,051 | 122,087 | 120,814 | 122,790 | 122,149 | 1,374,371    |        |
|                           |         |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |         |         |         |         |         |         |         |         |              |        |

Capital Area Emergency Communications District

FY2012 to FY2013 Comparison



Report Date: All PSAP Answer Time Summary 09/17/2013 07:59:22 08/01/2013 00:00:00 Report Date From: Report Date To: 08/31/2013 23:59:59 Month - Year: August 2013 Call Type: 911 Calls Answer Times In Seconds **PSAP Name** 0 - 10 11 - 20 21 - 60 61 - 120 120+ Total Count 1,592 Austin FD Overall Percentage 99.87 % 0.00 % 0.13 % 0.00 % 0.00 % 3,073 981 Total Count 51 988 1 596 Austin PD 5.32 % 1.70 % 0.16 % Overall Percentage 90.05 % 2.76 % Total Count 9,293 Austin/Travis CO EMS 0.04 % 0.00 % 0.00 % Overall Percentage 99.91 % 0.04 % 18 **Total Count** 4,027 157 Bastrop County Sheriff 1.80 % 1.04 93.11 % 3.63 % Overall Percentage 502 Total Count 31 Blanco County Sheriff 1.99 % 0.36 % 1 09 % Overall Percentage 90.94 % 5.62 % 1,093 316 **Burnet County Sheriff** 0.84 % 0.00 % 0.00 % Overall Percentage 76.92 % 22.24 % Total Count 1,308 98 Caldwell County Sheriff 90.33 % 6.77 % 1.52 % 0.07 % 1.31 % Overall Percentage Total Count 187 13 10 CAPCOG Backup 4.50 % 4.05 % 1.35 % Overall Percentage 84.23 % 5.86 % Total Count 1,698 53 Cedar Park PD 0.73 % 0.51 % 0.28 % Overall Percentage 95.50 % 2.98 % 272 14 Total Count Elgin PD 89.77 % 4.62 % 4.29 % 0.66 % 0.66 % Overall Percentage Total Count 1,592 66 Fayette County Sheriff 0.48 % 0.00 % 0.00 % 95.56 % 3.96 % Overall Percentage Total Count 1,672 64 Georgetown PD 1.41 % 0.39 % 0.62 % 93.99 % 3.60 % Overall Percentage 15 3,973 Total Count 156 Hays County Sheriff 1.26 % 0.36 % 0.45 % Overall Percentage 94.24 % 3.70 % Total Count 1,087 39 Kyle PD 0.79 % 0.35 % 0.18 % Overall Percentage 95.27 % 3.42 % Total Count 39 6 Lago Vista PD 0.00 % 0.00 % 0.00 Overall Percentage 86.67 % 13.33 % Total Count 366 Lakeway PD Overall Percentage 0.53 % 0.26 % 0.53 % 96.32 % 2.37 % Total Count Leander PD 1.92 % 0.55 % 0.27 % Overall Percentage 92.60 % 4.66 % Total Count 832 207 Lee County Sheriff 77.40 % 19.26 % 3.26 % 0.09 % 0.00 % Overall Percentage Total Count 826 63 Llano County Sheriff 0.34 % 0.11 % 0.00 % 92.50 % 7.05 % Overall Percentage Total Count 809 59 Lockhart PD 3.28 % 0.44 % 1.53 % 88.32 % Overall Percentage 6.44 % Total Count 226 Luling PD 1.70 % 0.00 % 0.43 % 96.17 % 1.70 % Overall Percentage Total Count 974 23 Marble Falls PD 1.37 % 0.88 % 0.49 % 95.02 % 2.24 % 15 Total Count 1,238 49 Pflugerville PD 1.15 % 0.23 % 0.31 % 3.74 % Overall Percentage 94.58 % 96 38 Total Count 3.843 219 Round Rock PD 2.28 % 0.90 % 0.55 % Overall Percentage 91.09 % 5.19 % 56 20 60 Total Count 3,211 124 San Marcos PD 1.61 % 0.58 % 1.73 % Overall Percentage 92.51 % 3.57 % 19 Total Count 504 59 Taylor PD 3.17 % 0.67 % 2.33 % 84.00 % Overall Percentage 9.83 % 444 Total Count 18 Texas State University PD 3.00 % 0.00 % 0.00 9 Overall Percentage 93.00 % 4.00 % 285 148 10,765 Travis County Sheriff 1.32 % 0.07 % 0.00 % Overall Percentage 96.06 % 2.54 % 12 Total Count 19 University of Texas PD 1.55 % 0.00 % 0.13 % Overall Percentage 95.88 % 2.45 % Williamson County Emergency Total Count 5,957 1,266 222 12 2.98 % 0.16 % 0.07 % Communications Overall Percentage 79.83 % 16.97 % **Grand Totals** 111,400 5,034 4,011 341 1,150

| ≥ 90% | ≥ 95% |
|-------|-------|
| < 85% | < 90% |

4.13%

3.29%

0.94%

0.28%

91.36%

Overall Percentage

MEETING DATE: October 9, 2013

AGENDA ITEM: #7 Consider Revisions to the 9-1-1 Policies and Procedures Manual

#### GENERAL DESCRIPTION OF ITEM:

The 9-1-1 Policies and Procedures Manual provides detailed instructions to the Public Agencies operating a Public Safety Answering Point (PSAP) within the district. The manual covers processes and procedures applicable to the daily administration, management, operation, maintenance and GIS/database support of the PSAP. The manual was last updated in April 2013.

This update changes the references to CAPCOG to CAECD, adjusts fiscal year references to correspond to the fiscal year adopted by the district and replaces the 9-1-1 Task Force with the PSAP Managers Group for review and development of these policies and procedures.

| THIS | ITEM                                                   | I REPRESENTS A:                                       |                |                                |  |
|------|--------------------------------------------------------|-------------------------------------------------------|----------------|--------------------------------|--|
|      |                                                        | New issue, project, or purchase                       |                |                                |  |
|      |                                                        | Routine, regularly scheduled item                     |                |                                |  |
|      |                                                        | Follow-up to previously discussed item                |                |                                |  |
|      |                                                        | Special item requested by board member                |                |                                |  |
|      | $\times$                                               | Other                                                 |                |                                |  |
|      |                                                        | CONTACT/STAFF MEMBER: Gregg RY IMPACT OF AGENDA ITEM: | Obuch, Directo | or of Emergency Communications |  |
|      | Tota                                                   | l estimated cost: NA                                  |                |                                |  |
|      | Is item already included in fiscal year budget? Yes No |                                                       |                |                                |  |
|      | Does                                                   | s item represent a new expenditure?                   | Yes            | □No                            |  |
|      | Does                                                   | s item represent a pass-through purchase?             | Yes            | □No                            |  |
|      | If so                                                  | , for what city/county/etc.?                          | _              | <del></del>                    |  |

#### **ACTION REQUESTED:**

• Approve the revised 9-1-1 Policies and Procedures Manual

#### **BACK-UP DOCUMENTS ATTACHED:**

Redlined version of the 9-1-1 Policies and Procedures Manual

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

• None

# CAPITAL AREA COUNCIL OF GOVERNMENTSEMERGENCY COMMUNICATIONS DISTRICT

#### **EMERGENCY COMMUNICATIONS DIVISION**

#### 9-1-1 Policies and Procedures Manual

Effective April 13, 2011 November 13, 2013

#### I. INTRODUCTION

- A. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Local Government Code, as amended. CAECD has developed a Strategic Plan to establish and maintain Next Generation 9-1-1 emergency communications service within the District. The Capital Area Council of Governments (CAPCOG) is a Regional Planning Commission organized in 1970 under Chapter 391, Local Government Code, to serve local governments in its ten-county region, known as State Planning Region 12. CAPCOG has developed and the Texas Commission on State Emergency Communications has approved a *Strategic Plan* to establish and maintain 9-1-1 emergency services in State Planning Region 12.
- B. This manual, including all exhibits, sets forth policies and procedures designed to provide uniform rules to foster the most effective and efficient emergency communications practices and promote a safe, productive working environment for emergency communications employees in the PSAPs funded by <a href="CAPCOG-CAECD">CAPCOG-CAECD</a> as part of the <a href="regional-district">regional-district</a> 9-1-1 program.
- C. The manual is maintained by the CAPCOG Emergency Communications Division Department. Proposed changes in the manual are reviewed bydeveloped in coordination with the 9-1-1 Task Force PSAP Managers Group and then submitted to the CAPCOG Executive Committee CAECD Board of Managers for approval before taking effect.

#### II. PURPOSE

A. In partnership with local governments, public safety agencies and emergency responders, <u>CAECDCAPCOG</u> is committed to providing quality implementation of emergency number accessibility for citizens in need of emergency assistance. This is accomplished through modern technology, sharing of information, and professional training while providing continuing support including the provision of comprehensive and accurate data and public education throughout the region.

#### III. DEFINITIONS

Strategic Plan: The CAECDCAPCOG plan which outlines the requirements for the operation of 9-1-1 service throughout the regiondistrict. The plan is updated annually with every state fiscal biennium and includes a description of how 9-1-1 funding is to be allocated within the district region. The plan is approved by the Commission on State Emergency Communications District Board of Managers and administered by Interlocal contracts between CAPCOGCAECD and the Public Agencies.

*Public Agency*: Any unit of local government, special purpose district or educational institution located within the region, which provides police, fire-fighting, medical or other emergency services or has authority to do so.

Public Safety Answering Point (PSAP): An Emergency Communications Center or set of call takers authorized by a governing body and operating under common management which receives 9-1-1 calls and asynchronous event notifications for a defined geographic area and processes those calls and events according to a specified operational policy.

*Equipment*: As used in this manual means an article of nonexpendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Ancillary Equipment: Includes, but is not limited to, all 9-1-1 database components, call recorders, printers, and power generation units. *PSAP Equipment*: Includes, but is not limited to, all 9-1-1 call processing components, workstations, servers, routers, switches, stand alone TDD equipment, software and uninterruptable power supplies.

*PSAP Manager*: An agent of a Public Agency designated with oversight responsibility for a PSAP.

9-1-1 Database Coordinator: An agent of a Public Agency who maintains address databases on behalf of a set of PSAPs.

#### IV. ADMINISTRATION AND FINANCE

A. <u>CAECDCAPCOG</u> has entered into an Interlocal contract with each of the local governments and educational institutions (collectively, the "Public Agencies") operating a PSAP in the <u>region\_district</u>. The Interlocal contracts describe the rights and duties of <u>CAECDCAPCOG</u> and the Public Agencies in implementing the enhanced 9-1-1 emergency telephone system in the <u>region\_district</u>.

B. Each Interlocal contract specifies the total not-to-exceed amount allocated to the Public Agency for each fiscal year covered by the Interlocal contract.

- C. The *Strategic Plan* also contains specific amounts in support of 9-1-1 operations for each of the Public Agencies. These budgeted amounts may be paid directly by CAECDCAPCOG or reimbursed to the Public Agency as outlined in Section V.
- D. The <u>CAECDCAPCOG</u> 9-1-1 Program fiscal year is <u>September October</u> 1<sup>st</sup> <u>August 31<sup>st</sup> September 30<sup>th</sup>.</u>

Formatted: Superscript

#### V. PROCURING GOODS AND SERVICES

#### A. Reimbursement

- 1. If the item to be procured has been approved by <u>CAECDCAPCOG</u> and funding has been included in the *Strategic Plan*, the Public Agency may procure the item according to its own procurement policy and request reimbursement from <u>CAECDCAPCOG</u> via letter or email signed by an individual identified in Section V.D.1. The request must include supporting documentation such as purchase orders, invoices, receipts and proof of payment. A request for reimbursement of personnel costs must include a copy of the Public Agency's payroll voucher for the period covered by the request.
- 2. Requests for reimbursement should be submitted as soon as possible after receipt of the item. For procurements made during the current fiscal year:

  (1) the reimbursement request must be received by <u>CAECDCAPCOG</u> prior to 5 pm CDT on the second Friday of <u>September October</u> of the following fiscal year; and (2) all invoices and/or receipts included with the request must be dated prior to <u>August 31</u> st <u>September 30</u> of the current fiscal year. Any requests submitted after the deadline will not be processed.
- 3. <u>CAECDCAPCOG</u> will verify information submitted with the reimbursement request. Reimbursement to the Public Agency will be made within 45 calendar days of receipt of properly documented requests.
- 4. If funding is not available or proper documentation was not provided, <a href="CAECDCAPCOG">CAECDCAPCOG</a> will notify the Public Agency in writing or via email within 10 calendar days of receipt of the request. The Public Agency must provide proper documentation within 10 calendar days of notification or reimbursement will be denied.

#### **B.** Direct Purchase

1. The Public Agency may request that <u>CAECDCAPCOG</u> procure authorized goods and services for Public Agency's benefit. To do so, the Public Agency

Formatted: Indent: Left: 0.5", No bullets or numbering, Tab stops: Not at 0.75"

Formatted: Superscript

shall submit a request to <a href="CAECDCAPCOG">CAECDCAPCOG</a> via letter or email with a full description of the desired product or service. The request may include a suggested vendor's name and contact information. <a href="CAECDCAPCOG">CAECDCAPCOG</a> will obtain the product or service in accordance with the effective <a href="CAECDCAPCOG">CAECDCAPCOG</a> Procurement Policy.

2. The procured items may be delivered directly to the Public Agency or to <a href="CAECDCAPCOG">CAECDCAPCOG</a>. If delivered to the Public Agency, the Public Agency shall notify <a href="CAECD CAPCOG">CAPCOG</a> in writing of the items delivery and condition within five business days of receipt. The Public Agency will also forward a copy of the packing receipt to <a href="CAECDCAPCOG">CAECDCAPCOG</a>.

### C. Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses

- 1. It shall be the policy of <a href="CAECDCAPCOG">CAECDCAPCOG</a> to assist small, disadvantaged business enterprises (DBEs), minority business enterprises (MBEs), womenowned businesses, and historically underutilized businesses (HUBs) in learning how to do business with <a href="CAECDCAPCOG">CAECDCAPCOG</a> and its contractors and subcontractors. It shall be the further policy of <a href="CAECDCAPCOG">CAECDCAPCOG</a> that these sources shall have the maximum feasible opportunity to compete.
- 2. The Public Agency shall comply with CAPCOG's Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses; Federal Assistance or Contract Procurement Requirements as contained in the effective CAPCOG Procurement Policy when procuring goods and services under its Interlocal contract with CAPCOG.

#### D. General Requirements

1. The County Judge, County Auditor, City Manager, Department Head, or an individual authorized in writing by one of these officers must sign any reimbursement or direct purchase request.

# VI. OWNERSHIP, USE, MANAGEMENT, MAINTENANCE AND DISPOSITION OF 9-1-1 EQUIPMENT

#### A. General

- 1. Public Agency agrees to use any equipment or assets purchased with 9-1-1 funds to carry out <u>CAECD CAPCOG</u>'s *Strategic Plan* for 9-1-1 emergency communications.
- 2. Public Agency agrees not to move, disconnect, relocate, reconfigure, add to or modify any software or hardware of any equipment or assets purchased with 9-1-1 funds without <u>CAECD CAPCOG</u>'s prior written consent.

3. Ancillary equipment may be used in support of multiple programs or services on a cost sharing basis. For example: recorders may be used to support both the 9-1-1 system and a public safety radio system.

#### B. Ownership

- 1. The Public Agency owns all database and ancillary 9-1-1 equipment procured for the Public Agency with 9-1-1 funds. Public Agency's ownership is subject to the terms and conditions set out in this manual, and the terms and conditions apply to the equipment until the equipment is dedicated to another public purpose or disposed of as authorized in this manual.
- 2. <u>CAECDCAPCOG</u> owns all PSAP equipment and software installed in each of the PSAPs in the <u>CAECDCAPCOG</u> region and will contract for all maintenance services for the PSAP equipment.

#### C. Use, Management, Maintenance and Disposition

- 1. If Public Agency uses any 9-1-1 equipment in violation of CAECD CAPCOG's Strategic Plan, Interlocal contract or this manual, the Public Agency agrees to cease the misuse immediately upon receipt of CAECD CAPCOG's written notice to do so. If Public Agency intentionally or negligently misuses any 9-1-1 equipment and the misuse damages or destroys the 9-1-1 equipment, or diminishes its operating capacity, Public Agency agrees at its own expense either to replace, repair, or restore the 9-1-1 equipment to its full operating capacity within 15 days or as mutually agreed with CAECDCAPCOG. If Public Agency elects to reimburse CAECDCAPCOG for the repairs, Public Agency agrees to do so within 15 calendar days after receipt of CAECD CAPCOG's invoice.
- 2. Public Agency agrees to maintain ancillary equipment property records that include a description of the equipment, a serial or other identification number, name of the seller of the equipment, sales price, acquisition date, location and a description of any ultimate disposition of the equipment. If applicable, Public Agency agrees to complete and furnish <a href="#CAECDCAPCOG">CAECDCAPCOG</a> a 9-1-1 Asset Disposition Notice (Exhibit 1) for the equipment removed from service.
- 3. Public Agency agrees to physically inventory all ancillary equipment, and to reconcile the results with the property records, at least once each year. By August 1 of each year, Public Agency agrees to furnish <a href="CAECDCAPCOG">CAECDCAPCOG</a> a copy of the reconciled inventory, certified as correct. Public Agency agrees to implement a control system, including an identification tag affixed to each piece of equipment, to safeguard the ancillary equipment from loss, damage, or theft. Public Agency agrees to investigate any loss, damage, or theft within a reasonable time after it is discovered, and to report the results of its investigation in writing to

<u>CAECDCAPCOG</u>. Public Agency agrees to insure the ancillary equipment for its replacement cost.

- 4. Public Agency agrees to maintain all 9-1-1 ancillary and PSAP equipment in good working condition.
  - a. Should the ancillary equipment require maintenance or repair, and Public Agency desires <u>CAECDCAPCOG</u> to pay for the maintenance or repair, Public Agency agrees to request the maintenance or repair from <u>CAECDCAPCOG</u> in writing. <u>CAECDCAPCOG</u> agrees, within two business days of receiving the request, to notify Public Agency whether it has funds for the maintenance or repair and, if so, when it can have it done. Public Agency may maintain or repair the ancillary equipment at Public Agency's expense.
  - b. Public Agency agrees to ensure the fueling, regular maintenance, and testing of its emergency generator. Documentation of these actions will be kept on file at the PSAP.
- 5. Public Agency agrees not to encumber, transfer, or dispose of ancillary equipment without <a href="CAECD CAPCOG">CAPCOG</a>'s prior written consent. If Public Agency determines that ancillary equipment is no longer needed for its intended purpose, Public Agency agrees to inform <a href="CAECDCAPCOG">CAECDCAPCOG</a> in writing of this determination and request to use the 9-1-1 equipment for another public purpose or to dispose of the ancillary equipment. <a href="CAECDCAPCOG">CAECDCAPCOG</a> agrees to grant this permission in writing. In lieu of disposal <a href="CAECDCAPCOG">CAECDCAPCOG</a> may direct that the ancillary equipment be transferred to another local government or to <a href="CAECDCAPCOG">CAECDCAPCOG</a>.

#### VII. PUBLIC SAFETY ANSWERING POINTS

Public Agencies operating a Public Safety Answering Point within the <u>CAECDCAPCOG</u> Region shall ensure the following requirements are met:

#### A. General

- 1. Designate a PSAP Manager to provide a single point of contact for <a href="Maintenanger">CAECDCAPCOG</a> and its authorized personnel. Using the PSAP Manager Form (Exhibit 2), notify <a href="Maintenanger">CAECDCAPCOG</a> within 48 hours of any PSAP Manager changes during the year. The PSAP Manager shall:
  - a. Attend one PSAP Manager's meeting each fiscal year. [NOTE: Unless otherwise scheduled, PSAP Manager's meetings will be held immediately following the quarterly 9-1-1 Task Force meetings.]

- b. Order public education materials from <u>CAECDCAPCOG</u> using the 9-1-1 Public Education Event Profile Form (Exhibit 3), allowing a minimum of five business days for <u>CAECDCAPCOG</u> to fill the order.
- c. Update and submit to <u>CAECDCAPCOG</u> the PSAP Communications Plan (Exhibit 4) by December 15 of each year.
- d. Provide updates to <u>CAECDCAPCOG</u> for the PSAP User Group Distribution list within 48 hours of personnel changes.
- 2. Allow <u>CAECDCAPCOG</u> or its authorized agents coordinated access to all PSAP equipment when requested.
- 3. Provide a safe and healthy environment for all 9-1-1 Telecommunicators, vendors and guests, including a smoke-free workplace and equipment room.

#### B. Training

- 1. Notify <u>CAECDCAPCOG</u> of newly hired 9-1-1 Telecommunicators within 48 hours of hire and schedule them for a PSAP equipment and TDD training class within three months of hire or prior to being released to independent duty. Telecommunicators are required to take a TDD Refresher class every six months thereafter.
- 2. Part-time employees and officers temporarily assigned to call taking duties must be trained on the PSAP and TDD equipment prior to taking 9-1-1 calls and must be listed on the PSAP roster.
- 3. Ensure the cancellation of class attendance for any personnel scheduled for training is completed via the <u>CAECDCAPCOG</u> Training web page at least two business days prior to the start of the class. <u>CAECDCAPCOG</u> may bill the Public Agency as outlined in the Emergency Communications Training Cancellation Policy (Exhibit 5), for the cancellation of any Telecommunicators training with fewer than two business days' advance notice.
- 4. Ensure that its personnel attending training classes dress professionally, in compliance with the special instructions noted for each class on the <a href="Mailto:CAECDCAPCOG">CAECDCAPCOG</a> training website.

#### C. Equipment Operation and Trouble Reporting

1. Monitor the PSAP equipment and report any failures or maintenance issues promptly to the AT&T Service Assurance Center, in accordance with the <a href="Maintenance">CAECDCAPCOG</a> 9-1-1 Trouble Report Book (Exhibit 6).

- 2. Notify the designated <u>CAECDCAPCOG</u> contact as soon as possible of any major service-affecting issues within the PSAP. This includes events where the PSAP is being evacuated due to local conditions while 9-1-1 service is still functioning.
- 3. All PSAP and Ancillary equipment shall be tested for proper operation and configuration at least once per month. Particular attention should be given to those call taking workstations which are staffed the least amount of time. Testing must include 9-1-1 test calls, placed from wireline and wireless telephones, and include at a minimum the following functions:
  - (1) 9-1-1 Call
    - a. Voice
    - b. ANI/ALI verification (includes proper map plotting)
    - c. Instant playback recording
    - d. Printer operation
  - (2) Call Transfer
  - (3) Abandoned Call
  - (4) TDD/TYY Call (TDD test results must be reported on the TDD/TTY Use Log (Exhibit 7))
  - (5) ANI Call-back
  - (6) Administrative Call
  - (7) Make Busy Switch (must call AT&T Service Assurance Center and log the Ticket Number)
  - (8) Ancillary equipment functionality
  - (9) Query function

Monthly equipment test results must be reported to <u>CAECDCAPCOG</u> by the 20<sup>th</sup> of each month using the PSAP reporting tool located at <a href="http://psap.capcog.org">http://psap.capcog.org</a> or the most current URL address provided by <u>CAECDCAPCOG</u>.

- 4. Complete an ALI/ANI Problem Report using either the electronic version in VESTA or the hardcopy version (Exhibit 8), and send it to the Database Coordinator, within 24 hours of receiving a No Record Found message from Intrado.
- 5. Provide heating and cooling in the PSAP equipment room to maintain a constant temperature between  $62^{\circ} 70^{\circ}$  F and a humidity level between 25 45 percent.

#### D. Security

Formatted: Font: Bold

1. Implement local policies to limit access to all PSAP equipment to authorized public safety personnel and to designated repair technicians.

- 2. Use the Query Feature of the workstation solely for 9-1-1 purposes in accordance with the Use of 9-1-1 Address Database for Public Safety Purposes Policy (Exhibit 9). Report in writing to <a href="CAECDCAPCOG">CAECDCAPCOG</a> any violation of this policy within 24 hours of discovery. The Query Information Log (Exhibit 10) must be completed each time the Query Feature is used to obtain address information for public safety purposes.
- 3. Follow all requirements in CAPCOG's Emergency Notification System (ENS) *Policies & Procedures* if the Public Agency participates in the use of the CAPCOG Emergency Notification System. [NOTE: CAPCOG's Homeland Security Division manages the CAPCOG ENS.]

### VIII. 9-1-1 DATABASE & GEOGRAPHIC INFORMATION SYSTEM (GIS) COORDINATION

Each county and the City of Austin shall appoint a 9-1-1 Database Coordinator and notify <u>CAECDCAPCOG</u> in writing or via email of the name and contact information for the individual appointed. Changes in the 9-1-1 Database Coordinator must be reported to <u>CAECDCAPCOG</u> within 48 hours. The Database Coordinator shall ensure the following requirements are met:

#### A. PSAP Support

- 1. Be readily available to local governments and interested parties to address any issues and answer any questions related to the 9-1-1 Program, GIS and other database maintenance issues within their county or city.
- 2. Coordinate GIS related issues with PSAPs and local governments in the planning, implementation, and operation of 9-1-1 emergency services within the county or city.
- 3. Provide assistance to PSAP managers in planning and conducting public education activities within the county.

#### B. GIS/Database Support

- 1. Coordinate 9-1-1 Database, Emergency Service Numbers, and Master Street Address Guide activities with database provider, municipal and county personnel, and CAPCOG staff as designated by <u>CAECDCAPCOG</u>.
- 2. Adopt and keep current a 9-1-1 Database Plan (Exhibit 11) and furnish CAECDCAPCOG a copy of the Plan by December 15<sup>th</sup> of each year.
- 3. Notify <u>CAECDCAPCOG</u> of annexations no later than 30 calendar days prior to the effective date of the annexation.
- 4. Collect and verify or correct ANI/ALI Problem Call Reports (Exhibit 8) received from PSAPs and local governments and notify <u>CAECDCAPCOG</u> via the current Database Provider's method of any changes within one business day of notification.
- 5. Assist <u>CAECDCAPCOG</u> in the development and maintenance of a Regional 9-1-1 Base Map.

#### IX. EXHIBITS

The following Exhibits, as indicated in Section I.B., are part of this 9-1-1 Policies and Procedures Manual:

- 1. 9-1-1 Asset Disposition Notice
- 2. PSAP Manager Form
- 3. 9-1-1 Public Education Event Profile
- 4. PSAP Communications Plan
- 5. Emergency Communications Training Cancellation Policy
- 6. CAECDCAPCOG 9-1-1 Trouble Report Book
- 7. TDD/TTY Use Log
- 8. ANI/ALI Problem Call Report
- 9. Use of 9-1-1 Address Database for Public Safety Purposes
- 10. Query Information Log
- 11. 9-1-1 Database Plan

#### City of Kyle, Texas FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

CONTACT CITY DEPARTMENT:

CONTACT CITY STAFF:

October 15, 2013
Police Department
Jeff Barnett, Chief of Police

#### SUBJECT:

Consider authorizing the City Manager to execute an interlocal agreement with the Capital Area Emergency Communications District in order for the City to maintain its public safety answering points, upgrade 9-1-1 equipment, and to train police department personnel to participate in the next generation 9-1-1 emergency communications system in the District.

#### **CURRENT YEAR FISCAL IMPACT:**

Under the provisions of the interlocal agreement with the Capital Area emergency Communications District, the City of Kyle will be reimbursed a maximum amount not to exceed \$1,500.00 for support costs incurred by the City.

#### **FUNDING SOURCE OF THIS ACTION:**

N/A

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

Perwez A. Moheet, CPA

Director of Finance

Date



## CITY OF KYLE, TEXAS

# Executive Session-Convene-GLO Land Annexation

| Subject/Recommendation:                | Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.087, Deliberation regarding Economic Development Negotiations. |  |  |  |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Other Information:                     |                                                                                                                                   |  |  |  |
| <b>Budget Information:</b>             |                                                                                                                                   |  |  |  |
|                                        |                                                                                                                                   |  |  |  |
|                                        |                                                                                                                                   |  |  |  |
| Viewing Attachments Requires Adobe Act | obat. <u>Click here</u> to download.                                                                                              |  |  |  |
| Attachments / click to download        |                                                                                                                                   |  |  |  |



Attachments / click to download

## CITY OF KYLE, TEXAS

### Executive Session-Convene-Monarch

| Subject/Recommendation:                                                  | Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.071, Consultation with City Attorney regarding ongoing litigation with Monarch Utilities |  |  |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Other Information:                                                       |                                                                                                                                                             |  |  |
| <b>Budget Information:</b>                                               |                                                                                                                                                             |  |  |
|                                                                          |                                                                                                                                                             |  |  |
| ewing Attachments Requires Adobe Acrobat. <u>Click here</u> to download. |                                                                                                                                                             |  |  |



## CITY OF KYLE, TEXAS

# Executive Session-Reconvene-GLO Land Annexation

| Subject/Recommendation:                | Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding Economic Development Negotiations. |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:                     |                                                                                                                                                |
| <b>Budget Information:</b>             |                                                                                                                                                |
|                                        |                                                                                                                                                |
| Viewing Attachments Requires Adobe Act | robat. <u>Click here</u> to download.                                                                                                          |
| Attachments / click to download        |                                                                                                                                                |



Attachments / click to download

## CITY OF KYLE, TEXAS

# Executive Session-Reconvene, Monarch

| Subject/Recommendation:                                             | Reconvene into Open Session to take action as deemed appropriate in the City Council's discretion regarding ongoing litigation with Monarch Utilities. |  |  |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Other Information:                                                  |                                                                                                                                                        |  |  |
| Budget Information:                                                 |                                                                                                                                                        |  |  |
|                                                                     |                                                                                                                                                        |  |  |
| Viewing Attachments Requires Adobe Acrobat. Click here to download. |                                                                                                                                                        |  |  |



### CITY OF KYLE, TEXAS

40.267 acres Annexation

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (First Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING APPROXIMATELY 40.267 ACRES OF LAND (OUT OF THE APPROXIMATELY 696 ACRE TRACT), LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER 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 Backup Material

| ORDIN. | ANCE NO. |  |
|--------|----------|--|
|        |          |  |

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 40.267 ACRES OF LAND (OUT OF THE APPROXIMATELY 696 ACRE TRACT), LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

WHEREAS, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property (hereinafter referred to as the "Annexed

Property") is hereby annexed into the corporate limits of the City of Kyle:

Approximately 40.267 acres out of the 696 acre tract of Land in Hays County, Texas that is generally located at the northeast corner of E. RR150 and CR 152 (Heidenreich Lane) and being more particularly described in exhibit "B".

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 2.

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

<u>SECTION 10.</u> That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

| PASSED AND APPROVED on First Reading | g this 15th day of October, 2013. |  |  |  |
|--------------------------------------|-----------------------------------|--|--|--|
| FINALLY PASSED AND APPROVED on t     | his, 2013.                        |  |  |  |
| ATTEST:                              | CITY OF KYLE, TEXAS               |  |  |  |
| Amelia Sanchez, City Secretary       | Lucy Johnson, Mayor               |  |  |  |

#### **EXHIBIT "A"**

#### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43*, *Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned Agriculture "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

- (2) Scheduled Municipal Services. Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the County Line Water CCN, as a result, inspection of water distribution lines will be provided by in accordance with the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the

subject properties and any off-site improvements, water service will be provided by the water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of (ii) wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) Term. If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

# EXHIBIT "B" Property Description

SEP 27 2013

### **Petition for Annexation**

PLANNING DEPARTMENT

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF KYLE TEXAS, A TEXAS MUNICIPAL CORPORATION:

The undersigned parties, who together own the hereinafter described tracts of land, hereby petition the governing body to extend the present city limits so as to include and annex as part of the City of Kyle, Texas (pursuant to Texas Local Government Code §43.028) the following described territory, to wit:

As described by metes and bounds in Exhibits "A" and "B" attached hereto and incorporated herein for all purposes.

The undersigned parties certify that the above described land is contiguous to the City of Kyle Texas, is not more than one-half (1/2) mile in width, and is vacant and without residents or on which fewer than three qualified voters reside, and that this petition is signed and duly acknowledged by or on behalf of each and every person, corporation, or other entity having an interest in said land.

#### LANDOWNERS:

WALTON TEXAS, LP. a Texas limited partnership,

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

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

> > Name: Its: Authorized Signators

> > By:

Name:

Its: Authorized Signatory

| THE STATE OF ARIZONA §                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THE STATE OF ARIZONA §  COUNTY OF MARICOPA §                                                                                                                                                                                                                       |
| Before me, the undersigned authority, on this day personally appeared subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.                                                |
| Given under my hand and seal of office, this day of September, 2013.                                                                                                                                                                                               |
| Notary Public in and for the State of Arizona                                                                                                                                                                                                                      |
| Printed Name: Commission Expires:  VANESSA CHIZMESHYA NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My commission Expires June 20, 2017                                                                                                                                  |
| THE STATE OF ARIZONA § COUNTY OF MARICOPA §                                                                                                                                                                                                                        |
| Before me, the undersigned authority, on this day personally appeared 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. |
| Given under my hand and seal of office, this day of September, 2013.  Notary Public in and for the State of Arizona                                                                                                                                                |
| Printed Name:  Commission Expires:  WANESSA CHIZMESHYA NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My commission Expires June 20, 2017                                                                                                                                 |

# WALTON PECAN WOODS, LP a Delaware limited partnership

By: WPW GP, LLC,

a Delaware limited liability company, its General Partner

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

Name: Gordon A. Pric

Its: Authorized Signators

Name: Wayne G. Suga

Its: Authorized Signatory

THE STATE OF ARIZONA

§

COUNTY OF MARICOPA

Before me, the undersigned authority, on this day personally appeared subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of September, 2013.

Notary Public in and for the State of Arizona

Printed Name: Commission Expires: VANESSA CHIZMESHYA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My commission Expires
June 20, 2017

| THE STATE OF ARIZONA §                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF MARICOPA §                                                                                                                                                                                                |
| Before me, the undersigned authority, on this day personally appeared subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. |
| Given under my hand and seal of office, this day of September, 2013.                                                                                                                                                |
| Notary Public in and for the State of Arizona                                                                                                                                                                       |
| Printed Name:                                                                                                                                                                                                       |

VANESSA CHIZMESHYA NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My commission Expires June 20, 2017

WPW DEVELOPMENT SUB, LP, a Delaware limited partnership

By: WPW Development GP, LLC, a Delaware limited liability company,

its General Partner

By: Walton Pecan Development Woods, LP

a Delaware limited partnership

By: WPW GP, LLC,

a Delaware limited liability company,

its General Partner

By: Walton Land Management (USA), Inc.,

a Delaware corporation, its Manager

By: 45 As Chice

Its: Authorized Signatory

Name: (1) aunt (2) Systage

Its: Authorized Signatory

THE STATE OF ARIZONA

8

COUNTY OF MARICOPA

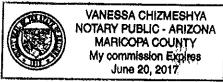
Before me, the undersigned authority, on this day personally appeared subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this What day of September, 2013.

Notary Public in and for the State of Arizona

Printed Name:

Commission Expires:



| THE STATE OF ARIZO                                   | U                                                            |                                                                                     |                              |                                              |
|------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------|----------------------------------------------|
| COUNTY OF MARICO                                     | OPA §                                                        |                                                                                     |                              |                                              |
| subscribed to the foregoi purposes and consideration | ing instrument and on therein expressed nand and seal of off | , known to acknowledged to I. ice, this d                                           | me to be the o me that he ex | person whose name is ecuted the same for the |
| Printed Name:<br>Commission Expires:                 | NOTARY<br>MARK<br>My con                                     | SA CHIZMESHYA<br>PUBLIC - ARIZONA<br>COPA COUNTY<br>nmission Expires<br>ne 20, 2017 |                              |                                              |

40.267 ACRES CITY OF KYLE ETJ ANNEXATION PARCEL FN. NO. 13-425 (KWA) SEPTEMBER 23, 2013 BPI JOB NO. R0103932-10002

#### DESCRIPTION

OF 40.267 ACRES OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, THE ALBERT PACE SURVEY AND THE ROBERT CARSON SURVEY SITUATED IN THE HAYS COUNTY, TEXAS; BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CALLED "TRACT I" (696.20 ACRES) AND "TRACT II" (66.57 ACRES) HAVING BEEN CONVEYED TO WALTON TEXAS, LP BY DEED OF RECORD IN VOLUME 3913, PAGE 497 OF THE OFFICIAL PUBLIC RECORES OF HAYS COUNTY, TEXAS; SAID 40.267 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS BY METES AND BOUNDS AS FOLLOWS:

#### PART 1 - 40.159 ACRES

BEGINNING, at a 1/2 inch iron rod with cap stamped "UDG2433" found in the easterly right-of-way line of County Road 152 (Heidenreich Lane - R.O.W. varies), being an angle point in the westerly line of said "Tract 1" and the southwesterly corner of that certain 3.0 acre tract of land conveyed to Sally R. Windham by deed of record in Volume 2354, Page 482 of said Official Public Records, for the northwesterly corner hereof;

THENCE, S46°16'36"E, leaving the easterly right-of-way line of County Road 152, along the common line of said "Tract 1" and said 3.0 acre tract of land, for the most northerly line hereof, a distance of 5.00 feet to an angle point hereof;

**THENCE**, leaving the southerly line of said 3.0 acre tract of land, over and across said "Tract 1", for the northerly lines hereof, the following twelve (12) courses and distances:

- 1) S44°07′18″W, a distance of 1235.94 feet to an angle point;
- 2) S45°52'42"E, a distance of 295.00 feet to an angle point;
- 3) S44°07'18"W, a distance of 1259.49 feet to an angle point;
- 4) S36°43′08″E, a distance of 50.79 feet to an angle point;
- 5) S43°51'25"W, a distance of 8.59 feet to an angle point;
- 6) \$36°42'39"E, a distance of 2962.65 feet to the point of curvature of a curve to the left;
- 7) Along said curve to the left having a radius of 1954.28 feet, a central angle of 9°37′31″, an arc length of 328.30 feet and a chord which bears, S41°31′25″E, a distance of 327.92 feet to the end of said curve;

FN 13-425 (KWA) SEPTEMBER 23, 2013 PAGE 2 OF 5

- 8) S46°20'10"E, a distance of 983.59 feet to an angle point;
- 9) N43°26'37"E, a distance of 1012.75 feet to an angle point;
- 10) S46°21'49"E, a distance of 359.96 feet to an angle point;
- 11) N43°26'33"E, a distance of 2183.19 feet to an angle point;
- 12) S46°33'27"E, a distance of 5.00 feet to a point in the westerly line of that certain 45.2855 acre tract of land conveyed to Gary R. and Nancy H. Hutzler by deed of record in Volume 874, Page 676 of said Official Public Records, being the easterly line of said "Tract 1", for the northeasterly corner hereof;

THENCE, S43°26′33″W, along a portion of the westerly line of said 45.2855 acre tract of land and along the westerly line of that certain 10.0 acre tract of land conveyed to Gary McMurrey by deed of record in Volume 1680, Page 168 of said Official Public Records, being a portion of the easterly line of said "Tract 1", for a portion of the easterly line hereof, a distance of 2188.21 feet to a 1/2 inch iron rod with aluminum cap stamped "4341" found at the southwesterly corner of said 10.0 acre tract of land, being the northwesterly corner of that certain 34.905 acre tract of land conveyed to Hays Consolidated Independent School District by deed of record in Volume 1388, Page 870 of said Official Public Records and the northeasterly corner of that certain 10.811 acre tract of land conveyed to Hays Consolidated Independent School District by deed of record in Volume 2606, Page 885 of said Official Public Records, for an angle point hereof;

THENCE, along the northerly and westerly lines of said 10.811 acre tract of land, being a portion of the easterly line of said "Tract 1", for a portion of the easterly line hereof, three (3) courses and distances:

- 1) N46°21'49"W, a distance of 359.96 feet to a 1/2 inch iron rod with aluminum cap stamped "4341" found at the northwesterly corner of said 10.811 acre tract of land, for an angle point hereof;
- 2) S43°26'37"W, a distance of 1287,79 feet to a 1/2 inch iron rod with aluminum cap stamped "4341" found for an angle point;
- 3) S43°22'48"W, a distance of 19.96 feet to a 1/2 inch iron rod with aluminum cap stamped "4341" found in the northerly right-of-way line of Farm Highway 150 (80' R.O.W), being the southwesterly corner of said 10.811 acre tract of land and the southeasterly corner of said "Tract 1", for the southeasterly corner hereof;

FN 13-425(KWA) SEPTEMBER 23, 2013 PAGE 3 OF 5

THENCE, along the northerly right-of-way line of Farm Highway 150, being a portion of the southerly line of said "Tract 1", for a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) N46°20′10″W, a distance of 985.43 feet to a 1/2 inch iron rod with aluminum cap stamped "4341" found for the point of curvature of a curve to the right;
- 2) Along said curve to the right having a radius of 2254.28 feet, a central angle of 9°38′52″, an arc length of 379.59 feet and a chord which bears, N41°37′19″W, a distance of 379.14 feet to a 1/2 inch iron rod with cap stamped "UDG2433″ found for the end of said curve;
- 3) N36°42′39″W, a distance of 2921.33 feet to a 1/2 inch iron rod with cap stamped "Pro Tech" found at the southeasterly corner of that certain 0.90 acre tract of land conveyed to Hemphill Scholl District No. 5 by deed of record in Volume 209, Page 623 of said Official Public Records, for an angle point hereof;

THENCE, leaving the northerly right-of-way line of said Farm Highway 150, along the easterly, northerly and westerly lines of said 0.90 acre tract of land, being a portion of the southerly line of said "Tract 1", for a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) N43°51′25″E, a distance of 307.63 feet to a 1/2 inch iron rod with cap stamped "Pro Tech" found at the northeasterly corner of that certain 0.90 acre tract of land, for an angle point hereof;
- 2) N36°43′08″W, a distance of 128.35 feet to a 1/2 inch iron rod with cap stamped "Pro Tech" found at the northwesterly corner of that certain 0.90 acre tract of land, for an angle point hereof;
- 3) S43°52'45"W, a distance of 307.55 feet to a 1/2 inch iron rod with cap stamped "UDG2433" found in the northerly right-of-way line of Farm Highway 150, being the southwesterly corner of said 0.90 acre tract of land, for an angle point hereof;

THENCE, N36°42'39"W, a distance of 222.59 feet to a 1/2 inch iron rod with cap stamped "BURY" set at the intersection of the easterly right-of-way line of County Road 152 and the northerly right-of-way line of Farm Highway 150, being the southwesterly corner of said "Tract 1", for the southwesterly corner hereof;

FN 13-425(KWA) SEPTEMBER 23, 2013 PAGE 4 OF 5

THENCE, N44°07'18"E, leaving the northerly right-of-way line of Farm Highway 150, along the easterly right-of-way line of County Road 152, being a portion of the westerly line of said "Tract 1", for the westerly line hereof, a distance of 2759.40 feet to the POINT OF BEGINNING, containing an area of 40.159 acres (1,749,318 sq. ft.) of land, more or less, within these metes and bounds.

#### PART 2 - 0.108 ACRE

BEGINNING, at a 1/2 inch iron rod with cap stamped "UDG2433" found in the westerly right-of-way line of County Road 152, being the northeasterly corner of that certain 18.62 acre tract of land conveyed to Randall G. and Frances A. Pendleton by deed of record in Volume 2477, Page 482 of said Official Public Records, being the southeasterly corner of said "Tract 2", for the southwesterly corner hereof;

THENCE, N46°11′12″W, leaving the westerly right-of-way line of County Road 152, along the northerly line of said 18.62 acre tract of land, being a portion of the southerly line of said "Tract 2″, for a portion of the southerly line hereof, a distance of 273.35 feet to a 1/2 inch iron rod with cap stamped "UDG2433″ found at the northeasterly corner of that certain tract of land conveyed to Rudy S. Cisneros, no recording information found, being the northwesterly corner of said 18.62 acre tract of land, for an angle point hereof;

THENCE, N46°27'51"W, along a portion of the northerly line of said Rudy S. Cisneros tract, being a portion of the southerly line of said "Tract 2", for a portion of the southerly line hereof, a distance of 671.66 feet to a 1/2 inch iron rod with cap stamped "UDG2433" found at the southeasterly corner of that certain 87.36 acre tract of land conveyed to City of Kyle, Tx by deed of record in Volume 477, Page 870 of said Official Public Records, being the southwesterly corner of said "Tract 2", for the southwesterly corner hereof;

THENCE, N43°38'31"E, along the common line of said 87.36 acre tract of land and said "Tract 2", for the westerly line hereof, a distance of 5.00 feet to the northwesterly corner hereof;

**THENCE**, leaving the easterly line of said 87.36 acre tract of land, over and across said "Tract 2", for the northerly line hereof, the following two (2) courses and distances:

- 1) S46°27'51"E, a distance of 671.67 feet to an angle point;
- 2) S46°11'12"E, a distance of 273.36 feet to a point in the westerly right-of-way line of County Road 152, being the easterly line of said "Tract 2", for the northeasterly corner hereof;

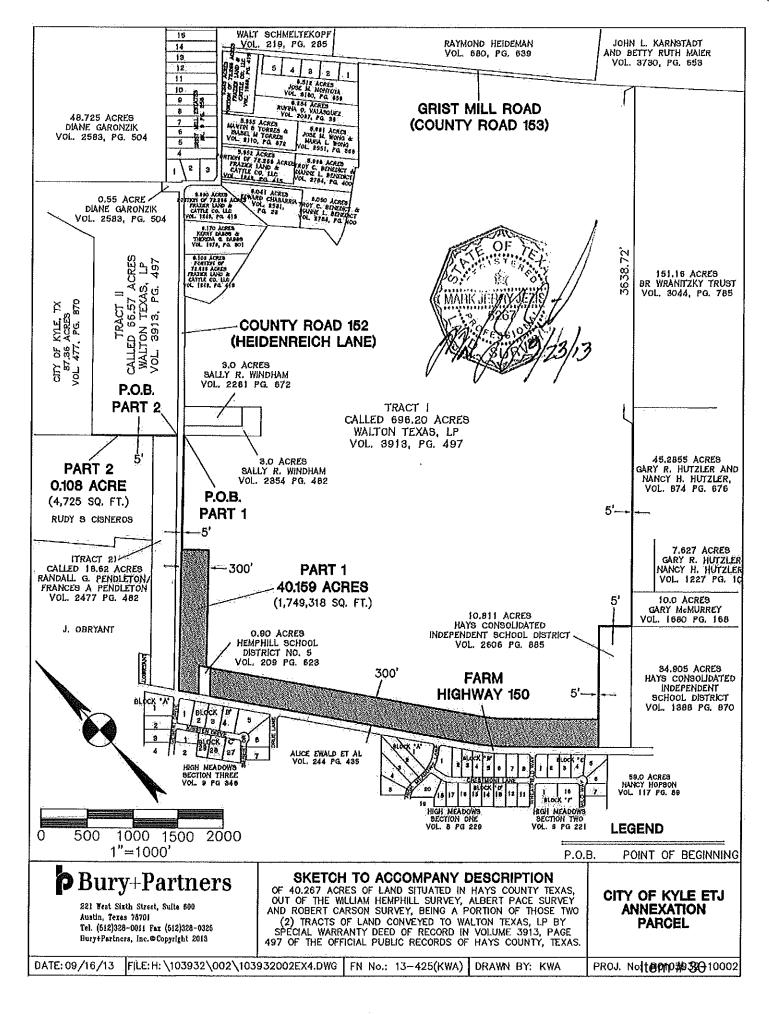
FN 13-425(KWA) SEPTEMBER 23, 2013 PAGE 5 OF 5

THENCE, S43°47'51"W, along the westerly line of County Road 152, being a portion of the easterly line of said "Tract 2", for the easterly line hereof, a distance of 5.00 feet to the POINT OF BEGINNING, containing an area of 0.108 acre (4,725 sq. ft.) of land, more or less, within these metes and bounds.

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4304), NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK AND REFERENCED TO LCRA GPS CONTROL MONUMENTS.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC. 221 WEST SIXTH STREET SUITE 600 AUSTIN, TEXAS 78701 MAKK O. JEZISEK R.P.L.S. NO. 5267 STATE OF TEXAS



#### **EXHIBIT B**

(Intentionally Deleted)



### CITY OF KYLE, TEXAS

**GLO** 

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** RESOLUTION OF THE CITY OF KYLE, TEXAS AUTHORIZING

THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS ALLOWING FOR AND SUPPORTING A PLAN FOR ANNEXATION, SALES TAX REVENUES, WATER

AND WASTEWATER UTILITY MATTERS AND A

DEVELOPMENT AGREEMENT; 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

□ Back up Material

□ Resolution

Draft: 10-01-2013

#### Memorandum of Understanding Between the General Land Office of the State of Texas and the City of Kyle, Texas Relating to the Blanco River Ranch Project

#### 1. Background and Purpose:

- a. The State of Texas, for the use and benefit of the Permanent School Fund of the Texas ("PSF"), owns that certain tract of land encompassing approximately 2166.43 acres commonly referred to as the "Blanco River Ranch" (the "Property"). The General Land Office of the State of Texas ("GLO") manages the lands on behalf of the PSF.
- b. The GLO, in collaboration with Forestar and the Blake Magee Co., is interested in developing the Property as a master-planned community primarily consisting of residential development, but including limited commercial development.
- c. The Property is located in the extraterritorial jurisdiction of the City of Kyle, Texas (the "City").
- d. The City has commenced the statutory proceedings for annexation of certain tracts of real property into the corporate boundaries of the City, including the Property.
- e. The annexation of the Property may have certain unintended consequences on the feasibility of development of the Property, and the GLO has requested that the City not proceed with annexation of the Property at this time. The City requires certain assurances relating to the future development of the Property as a condition of not proceeding with annexation of the Property at this time.
- f. The GLO and City desire to enter into this Memorandum of Understanding ("MOU") to provide the Parties with sufficient time to work cooperatively towards memorializing certain agreements concerning future development of the Property.

#### 2. Annexation

- a. By execution of this MOU, the City agrees to discontinue all current proceedings relating to annexation of the Property.
- b. The GLO agrees that except as otherwise agreed upon by the Parties by written agreement, the City may unilaterally initiate future proceedings in its sole discretion.

#### 3. Sales Tax Revenues

a. By not proceeding with annexation of the Property at this time, the City may

lose its entitlement to certain sales tax revenues generated by future commercial development of the Property due to the potential levy and collection of a local sales tax by Hays County Emergency Services District No. 5 ("ESD No. 5").

- b. The GLO acknowledges that the City may require payment in the amount of any sales tax payments that are lost to ESD No. 5 and would otherwise have been received by the City. The payment of any lost sales tax may be specified in the "Consent Agreement" to be negotiated by the parties for creation of a special district for financing the extraordinary utility infrastructure costs required for development of the Property (the "District"). The Parties agree that the negotiated Consent Agreement may include, among other things, a provision that provides that payment of the foregone sales tax revenues shall be made out of the proceeds of bonds to be issued by the District.
- c. The Parties agree to enter into good faith negotiations to establish the terms and conditions of the Consent Agreement that will grant the City's required consent to creation of the District.
- d. In the alternative and at the City's option, the GLO agrees that the City and District may enter into a "Strategic Partnership Agreement" under Section 43.0751 of the Texas Local Govt. Code pursuant to which the City may annex all commercial lands within the Property for limited purposes and thereby collect a portion of the sales taxes thereon. The Parties agree that any such election by the City shall be set forth in the Consent Agreement to be negotiated by the Parties for creation of the District.

#### 4. Annexation of Commercial and School Lands

a. In lieu of the remittance of lost sales tax revenues under Section 3 above, upon request by the City prior to creation of the District, the GLO will petition for voluntary annexation of the lands within the Property designated to be developed for commercial purposes, along with the proposed school site.

#### 5. Water and Wastewater Utility Matters

- a. The GLO acknowledges the significant investment and planning undertaken by the City in connection with securing a water supply for future demands.
- b. Accordingly, the parties hereby acknowledge their mutual intent and desire for the City to supply potable water to the Property, provided the supply of water from the City is adequate to meet demands for service in the Property.
- c. The parties further acknowledge their mutual intent for the City to provide sewer service to the initial phases of development within the Property by extension of the City's existing wastewater system.
- d. To the extent the Property may not be served by extension of the City's

Draft: 10-01-2013

existing wastewater system, the District would be responsible for construction of a new wastewater treatment plant.

e. The Parties agree that all water, wastewater and drainage infrastructure shall meet City design criteria.

#### 6. Development Agreement

In exchange for the City's agreement to discontinue all current proceedings relating to annexation of the Property, the GLO agrees that it will not proceed with development of the Property in collaboration with Forestar and the Blake Magee Co. until such time as the GLO and City enter into a Development Agreement specifying the details of the Property's development. It is currently contemplated that the negotiated Development Agreement would include, among other things, the following key terms:

#### i. Utility Matters:

- a. At the City's request, the Development Agreement may provide for the City to own and operate all water and wastewater infrastructure constructed for service to the Property (and financed by the District), and the City shall be entitled to all water, wastewater and drainage system revenues arising from such service. Under this alternative, the District would retain a capacity interest in the facilities conveyed to the City.
- b. The Development Agreement may also provide for the City to utilize water and wastewater infrastructure constructed for the Property for service to other customers of the City provided capacity remains available to meet customer demands within the Property as development progresses.
- c. The Development Agreement may provide for oversizing of infrastructure for service by the City to other City customers. The Development Agreement would specify the details for the City's cost participation in any such oversized facilities.
- d. The GLO shall cooperate in good faith with the City in connection with the City's Capital Improvement Plan for service to the Property. In the event the District finances CIP facilities, the Development Agreement may provide for impact fee credits to be granted by the City.

#### ii. Parkland Designation and/or Dedication:

a. The GLO acknowledges the City's desire for the dedication

of parkland within the Property for park purposes. Accordingly, the Development Agreement would provide for the dedication and/or designation of parkland within the Property for public use, including property adjacent to the Blanco River.

### iii. Environmental Protection:

- a. The Development Agreement may include terms and conditions agreed upon by the Parties for protection of the Blanco River and other environmentally sensitive features.
- b. In addition to any additional provisions set forth in the Development Agreement, the Property would be developed in accordance with the strict water quality, impervious cover and environmental setbacks required by the rules of the Texas Commission on Environmental Quality.

### iv. City Standards:

a. It is contemplated that the Development Agreement would provide for development of the Property in accordance with standards at least as restrictive to development of real property within the City's corporate boundaries; provided, however, that due to the unique nature of the Property, the Parties may negotiate special terms and conditions relating to development matters.

### v. Road Improvements:

- a. The Development Agreement may include terms and conditions that provide for the construction of on-site road improvements and upgrades to Old Stagecoach Road from FM 150 to the entrance to the Property.
- b. The Development Agreement would allocate responsibilities of the appropriate parties for construction of Kyle Loop.
- c. The Parties agree that all roads will be constructed to meet or exceed City standards.
- d. It is contemplated that the District would be created with road district powers in order to provide reimbursement for eligible costs related to the road improvements.

### 7. City Police Protection

Draft: 10-01-2013

- a. The District and City may enter into an interlocal agreement providing for the City to provide police protection within the Property, with costs related thereto to be funded by the District.
- b. The terms for such an interlocal agreement would be set forth in the Consent Agreement to be negotiated and executed by the parties as a condition of consent to creation of the District.

### 8. Miscellaneous Provisions

- a. If the City elects to proceed with annexation of the Property (other than the commercial lands and school site upon petition by the GLO) without a Development Agreement in place between the Parties, then the terms of this MOU will terminate for all purposes.
- b. Except as specifically provided herein, this MOU shall not constitute a binding agreement and shall not bind any party to enter into any other agreement or transaction. The Parties specifically acknowledge and agree that, except as specifically provided in this MOU, neither Party shall be committed to the other Party in any way unless and until the proper agreements are duly executed and delivered; and that neither Party is obligated in any way to enter into any such agreement.
- c. GLO's obligations and performance under this MOU, or any consent agreement, strategic partnership agreement, interlocal agreement and/or development agreement contemplated under this MOU are contingent on approval by the School Land Board. If the School Land Board does not approve this MOU, or a consent agreement, strategic partnership agreement, interlocal agreement or development agreement contemplated under this MOU, then this MOU, and any agreements contemplated under this MOU, shall be void.
- d. This MOU shall not be construed as creating any debt on behalf of the State of Texas, the City and/or the GLO in violation of the Texas Constitution. It is understood that all obligations hereunder are subject to the availability of funds.
- e. Nothing in this MOU shall be construed as a waiver of sovereign immunity by the GLO or the City.

| This MEMOR | ANDUM OF | UNDERSTANDING | is executed | and | dated | as of | the |  |
|------------|----------|---------------|-------------|-----|-------|-------|-----|--|
| day of     | , 2013.  |               |             |     |       |       |     |  |

CITY OF KYLE, TEXAS

Draft: 10-01-2013

| RESOLUTION NO. |  |
|----------------|--|
|                |  |

RESOLUTION OF THE CITY OF KYLE, TEXAS. AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS AND APPROVING **SUPPORTING** A **PLAN** FOR ANNEXATION, SALES TAX REVENUES, WATER AND **MATTERS** WASTEWATER UTILITY **AND** DEVELOPMENT AGREEMENT: MAKING FINDINGS OF FACT: AND PROVIDING FOR RELATED MATTERS

Whereas, the State of Texas, for the use and benefit of the Permanent School Fund of Texas, owns a certain tract of land encompassing approximately 2166.43 acres, more particularly described in Exhibit "A" to this Resolution (the "Property"), and the General Land Office ("GLO") manages the Property, which is within the City of Kyle's ETJ; and

**Whereas,** the City of Kyle has commenced the statutory proceedings for annexation of certain tracts of real property into the corporate boundaries of the City, including the Property managed by the GLO; and

**Whereas,** the GLO wishes that the Property remain in the City's ETJ at the present time until such time as the Property can be developed; and

Whereas, the GLO has requested a Memorandum of Understanding, which is attached to this Resolution as Exhibit "A", be entered into with the City of Kyle ("City") to allow for an established plan for annexation of the property, sales tax revenue reimbursement, utility matters, a consent agreement and providing for a development agreement to be entered into by the GLO and the City; and

Whereas, the City and the GLO wish to enter into said Memorandum of Understanding for the Property to provide the Parties with sufficient time to work cooperatively towards memorializing certain agreements concerning future development of the Property; and,

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

- **Section 1.** Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.
- **Section 2.** <u>Authorization.</u> The City Manager is hereby authorized to execute the *Memorandum of Understanding*, attached to this Resolution as Exhibit "A", for an established plan for annexation of the Property, sales tax revenue reimbursement, utility matters, a consent agreement and providing for a development agreement to be entered into by the GLO and the City; and which is made part of this Resolution as if copied verbatim herein.
- **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.

| THE CITY OF KYLE, TEXAS |
|-------------------------|
| Lucy Johnson, Mayor     |
|                         |



### CITY OF KYLE, TEXAS

# 2166.442 acres Stagecoach and Cypress

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** (Second Reading) AN ORDINANCE OF THE CITY OF KYLE,

TEXAS, ANNEXING 2166.442 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED WEST OF N. OLD STAGECOACH ROAD, NORTH OF CYPRESS ROAD, AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS. ~ Sofia

Nelson, Director of Planning

**Other Information:** Please see attachment

**Budget Information:** N/A

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

Ordinance and Backup Material

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 2166.442 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED WEST OF N. OLD STAGECOACH ROAD, NORTH OF CYPRESS ROAD, AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, Tex. Local Gov't Code, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

WHEREAS, citizens were given the opportunity to provide public input at two separate public hearings which were conducted prior to consideration of this Ordinance in accordance with § 43.063, Tex. Loc. Gov't. Code;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "A".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate limits of the City of Kyle:

2166.442 acres of land, more or less, located in Hays County, Texas, which is generally located west of N. Old Stagecoach Road and north of Cypress Road and adjacent and contiguous to the city limits and being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes (the "Property"), as shown in the map portion of Exhibit "B".

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 4.

SECTION 7. That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.* 

PASSED AND APPROVED on First Reading this 8th day of October, 2013.

| FINALLY PASSED AND APPROVED on this _ | day of, 2013.       |  |  |
|---------------------------------------|---------------------|--|--|
| ATTEST:                               | CITY OF KYLE, TEXAS |  |  |
| Amelia Sanchez, City Secretary        | Lucy Johnson, Mayor |  |  |

### **EXHIBIT "A"**

### MUNICIPAL SERVICES PLAN

WHEREAS, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, Section 43.056, Loc. Gov't. Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

WHEREAS, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

- (1) General Municipal Services. The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:
  - A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

### D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned Agriculture "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or initiated by the City.

- (2) Scheduled Municipal Services. Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:
  - A. Water service and maintenance of water facilities as follows:
  - (i) The subject property is located within the City of Kyle CCN as a result inspection of water distribution lines will be provided by the statutes of the State of Texas.
  - (ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the

water service provider -on the same terms, conditions and requirements as are applied to all similarly situated areas and customers; subject to all the ordinances, regulations and policies in effect from time to time. The system will be accepted and maintained by the water provider in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

- B. Wastewater service and maintenance of wastewater service as follows:
- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- In accordance with the applicable rules and regulations for the provision of (ii) wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.
- C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:
- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
- (ii) Routine maintenance as presently performed by the City;

- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.
- (3) Capital Improvements. Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.
- (4) Term. If not previously expired, this service plan expires at the end of ten (10) years.
- (5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

# **EXHIBIT "B" Property Description**

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE CALEB W. BAKER SURVEY, ABSTRACT NUMBER 31, THE SEABORN BERRY SURVEY, ABSTRACT NUMBER 32, THE JOHN COOPER SURVEY, ABSTRACT NUMBER 99, THE WILLIAM DUNBAR SURVEY, ABSTRACT NUMBER 156, THE THOMAS C. SNAILUM SURVEY, ABSTRACT NUMBER 409, THE RICHARD MILLS SURVEY, ABSTRACT NUMBER 313, AND THE SAMUEL PHARASS SURVEY, ABSTRACT NUMBER 360, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 1971.29 ACRE TRACT OF LAND, CONVEYED TO THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF THE PERMANENT SCHOOL FUND, IN VOLUME 2755, PAGE 820 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 1971.293 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found in the western right-of-way line of North Old Stagecoach Road (R.O.W. Varies), said point also marking the easternmost corner of said 1971.29 acre tract, also being a northeastern corner of a 195.14 acre tract of land conveyed to The State of Texas, for the Use and Benefit of the Permanent School Fund in Volume 2965 Page 484 (O.P.R.H.C.TX.) for the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 195.14 acre tract, and said 1971.29 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

- 1. N69°28'11"W, for a distance of 542.50 feet to a point,
- 2. S46°06'24"W, for a distance of 356.81 feet to a point.
- 3. N45°28'44"W, for a distance of 460.09 feet to a point,
- 4. N77°38'18"W, for a distance of 177.53 feet to a point,
- 5. N57°17'14"W, for a distance of 251.72 feet to a point,
- 6. N78°30'33"W, for a distance of 468.22 feet to a point, and
- 7. S44°07'43"W, for a distance of 2614.19 feet to a point at the westernmost corner of said 195.14 acre tract,

THENCE, with the southeastern boundary line of said 1971.29 acre tract, S44°00′02″W, for a distance of 2165.22 feet to a point at the easternmost corner of a 32.432 acre tract of land conveyed to Thomas H. Nance, Jr. & Flora Mae Roberts in Volume 651, Page 702 (O.P.R.H.C.TX.), also being a southern corner of said 1971.29 acre tract,

THENCE, with the common boundary line of said 1971.29 acre tract, and said 32.432 acre tract, the following six (6) courses and distances, numbered 1 through 6,

- 1. N42°31'45"W, for a distance of 835.00 feet to a point,
- 2. N48°11'44"W, for a distance of 591.59 feet to a point,
- 3. N54°28'06"W, for a distance of 455.05 feet to a point,
- 4. N53°21'39"W, for a distance of 292.80 feet to a point,
- 5. N64°39'18"W, for a distance of 34.87 feet to a point at the northernmost corner of said 32.432 acre tract, and
- S61°37'51"W, for a distance of 426.48 feet to a point at the westernmost corner of said 32.432 acre tract, also being the most northern corner of a 22.421 acre tract of land conveyed to Martha Nance Picton in Volume 651, Page 702 (O.P.R.H.C.TX.)

THENCE, with the common boundary line of said 1971.29 acre tract, and said 22.421 acre tract, the following two (2) courses and distances, numbered 1 and 2,

- 1. S53°30'25"W, for a distance of 842.81 feet to a point at the westernmost corner of said 22.421 acre tract, and
- S41°21'25"E, for a distance of 491.62 feet to a point at a southwestern corner of said 22.421 acre tract, also being the northernmost corner of a 17.313 acre tract of land conveyed to David Laverne Allen & Grace Crumley in Volume 651, Page 702 (O.P.R.H.C.TX.)

THENCE, with the common boundary line of said 1971.29 acre tract said 17.313 acre tract and a 29.882 acre tract conveyed to David Laverne Allen & Grace Crumley in Volume 651, Page 702 (O.P.R.H.C.TX.), the following six (6) courses and distances, numbered 1 through 6.

- 1. \$38°21'19"W, for a distance of 489.14 feet to a point,
- 2. S43°54'19"W, for a distance of 409.24 feet to a point, and
- 3. S30°15′19"W, for a distance of 133.80 feet to a point,
- 4. \$36°02'19"W, for a distance of \$1.45 feet to a point at a southern corner of said 1971.29 acre tract, also being a northern interior corner of said 29.882 acre tract,
- N36°45'13"W, for a distance of 753.61 feet to a point at the northernmost corner of said 29.882 acre tract, and
- \$52°58'30"W, for a distance of 1661.02 feet to a point in the northeastern boundary line of a 1498.00 acre tract of land conveyed to the Estate of Robert G. Nance, in Volume 4459, Page 137 (O.P.R.H.C.TX.), said point marking a southwestern corner of said 1971.29 acre tract, also being the westernmost corner of said 29.882 acre tract, and also being a southwestern corner of the herein described tract,

THENCE, with the common boundary line of said 1971.29 acre tract, and said 1498.00 acre tract, the following twenty-seven (27) courses and distances, numbered 1 through 27,

- 1. N31°07′28″W, for a distance of 247.37 feet to a point,
- N25°35'32"W, for a distance of 406.01 feet to a point, 2.
- N05°41'30"W, for a distance of 123.00 feet to a point,
- N52°23'30"E, for a distance of 72.00 feet to a point,
- N11°45'34"W, for a distance of 203.32 feet to a point,
- N13°24'25"W, for a distance of 303.61 feet to a point,
- N18°49'22"W, for a distance of 265.24 feet to a point,
- N75°14'22"W, for a distance of 486.70 feet to a point,
- \$53°35′58"W, for a distance of 119.76 feet to a point, 10. N24°02'16"W, for a distance of 1344.85 feet to a point,
- 11. N26°15'21"W, for a distance of 1341.47 feet to a point,
- 12. N24°19'33"W, for a distance of 1253.62 feet to a point,
- 13. N26°26'21"W, for a distance of 445.60 feet to a point,
- 14. N22°07'09"W, for a distance of 388.02 feet to a point,
- 15. N20°08'10"W, for a distance of 228.62 feet to a point,
- 16. N35°50'03"W, for a distance of 95.94 feet to a point,
- 17. N20°34'03"W, for a distance of 91.79 feet to a point,
- 18. N14°59'48"W, for a distance of 185.29 feet to a point,
- 19. N00°02'25"E, for a distance of 92.60 feet to a point,
- 20. N12°09'25"E, for a distance of 32.16 feet to a point, 21. N29°03'12"E, for a distance of 72.03 feet to a point,
- 22. N19°26'32"E, for a distance of 118.15 feet to a point,
- 23. N11°55'55"E, for a distance of 32.54 feet to a point,
- 24. N65°36'10"E, for a distance of 98.62 feet to a point.
- 25. N24°23'50"W, for a distance of 99.11 feet to a point,
- 26. N19°12'41"W, for a distance of 178.40 feet to a point, and
- 27. N24°39'30"W, for a distance of 220.03 feet to a point at a northeastern corner of said 1498.00 acre tract, also being a southern corner of a 1934.08 acre tract of land conveyed to HR & FR LLC in Volume 3797, Page 387 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 1971.29 acre tract, and said 1934.08 acre tract, the following seventeen (17) courses and distances, numbered 1 through 17,

- 1. N25°27'37"W, for a distance of 206.51 feet to a point at the westernmost corner of said 1971.29 acre tract,
- 2. N43°08'11"E, for a distance of 441.09 feet to a point,

- 3. N42°38'11"E, for a distance of 496.12 feet to a point,
- 4. N59°34'50"E, for a distance of 665.61 feet to a point,
- 5. N59°27'50"E, for a distance of 379.99 feet to a point,
- N58°50'50"E, for a distance of 298.07 feet to a point,
- N59°24'50"E, for a distance of 439.02 feet to a point,
- N59°39'50"E, for a distance of 595.25 feet to a point,
- 9. N59°56′50"E, for a distance of 68.18 feet to a point,
- 10. N59°59′50″E, for a distance of 273.44 feet to a point,
- 11. N59°37′50"E, for a distance of 267.94 feet to a point,
- 12. N56°33′50"E, for a distance of 13.30 feet to a point,
- 13. N52°04′50"E, for a distance of 417.87 feet to a point,
- 14. N51°01'50"E, for a distance of 471.83 feet to a point,
- 15. N50°59'50"E, for a distance of 409.28 feet to a point,
- 16. N56°27'50"E, for a distance of 25.80 feet to a point, and
- 17. N56°24′56″E, for a distance of 392.99 feet to a point at the northernmost corner of said 1971.29 acre tract, also being a southern interior corner of a 21.897 acre tract of land conveyed to Darrell T. & Sharon Swirczynski in Volume 2350, Page 467 (O.P.R.H.C.TX.)

THENCE, with the common boundary line of said 1971.29 acre tract, said 21.897 acre tract, and a 113.00 acre tract conveyed to Auburn E. & Shara B. Dennis in Volume 1057, Page 225 (O.P.R.H.C.TX.), \$29°04'44"E, for a distance of 2802.93 feet to a point at a northern interior corner of said 1971.29 acre tract, also being a southern corner of said 113.00 acre tract,

THENCE, with the common boundary line of said 1971.29 acre tract, said 113.00 acre tract, and Arroyo Ranch Section 2, a subdivision recorded in Volume 10, Page 218 of the Hays County Plat Records (H.C.P.R.), N43°17'57"E, for a distance of 1730.83 feet to a point, for a western corner of Arroyo Ranch Section 1, a subdivision recorded in Volume 10, Page 179 (H.C.P.R.), also being a northwestern corner of the herein described tract,

THENCE, with the common boundary line of said 1971.29 acre tract, said Arroyo Ranch Section 1, and a 20.30 acre tract of land conveyed to Javier Perez, Jr. et al in Volume 2813, Page 959 (O.P.R.H.C.TX.), the following three (3) courses and distances, numbered 1 through 3.

- S82°42'45"E, for a distance of 1115.45 feet to a point,
- N43°55'32"E, for a distance of 1271.78 feet to a point at a northern corner of said 1971.29 acre tract, also being the southeastern corner of Lot 13, Block D, of said Arroyo Ranch Section 1, and
- 3. \$46°21'03"E, for a distance of 887.35 feet to a point in the southern boundary line of said 20.30 acre tract,

THENCE, with the common boundary line of said 1971.29 acre tract, said 20.30 acre tract and a 21.15 acre tract conveyed to Randall Smith and Nancy Russell in Volume 4385, Page 135 (O.P.R.H.C.TX.), S46°29'25"E, for a distance of 578.70 feet to a point in the southwestern boundary line of Quail Meadows, a subdivision recorded in Volume 7, Page 47 (H.C.P.R.),

THENCE, with the common boundary line of said 1971.29 acre tract, and said Quali Meadows, the following five (5) courses and distances, numbered 1 through 5,

- 1. S46°13'10"E, for a distance of 408.76 feet to a point,
- 2. \$47°03'10"E, for a distance of 405.20 feet to a point,
- 3. S47°52'44"E, for a distance of 296.23 feet to a point,
- 4. S47°19'33"E, for a distance of 499.63 feet to a point, and
- 5. S46°53'37"E, for a distance of 359.95 feet to a point in the southwestern boundary line of a 57.26 acre tract of land conveyed to Kyle Mortgage Investors, LLC in Volume 3416, Page 789 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 1971.29 acre tract, and said 57.26 acre tract, the following two (2) courses and distances, numbered 1 and 2.

- 1. S45°49'07"E, for a distance of 436.01 feet to a point, and
- 2. S46°25'31"E, for a distance of 1445.81 feet to a point in the southwestern boundary line of a 2.62 acre tract of land conveyed to Alton Franke, for an eastern corner of the herein described tract,

THENCE, with the northeastern boundary of said 1971.29 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

- 1. S40°21'31"W, for a distance of 1018.19 feet to a point for an interior ELL corner of the herein described tract,
- 2. S50°23'48"E, for a distance of 255.73 feet to a point for an interior ELL corner of the herein described tract,
- 3. N40°43'43"E, for a distance of 42.90 feet to a point,
- \$52°52'44"E, for a distance of \$5.65 feet to a point,
- 5. S51°46'28"E, for a distance of 159.01 feet to a point, for an interior ELL corner of the herein described tract,
- 6. N43°53'50"E, for a distance of 92.20 feet to a point, and
- S78°26'49"E, for a distance of 101.31 feet to a point in the westerly right-of-way line of said North Old Stagecoach Road, also being a northeastern corner of the herein described tract,

THENCE, with the common boundary line of said right-of-way line and said 1971.29 acre tract, \$16°19′59″E, for a distance of 1931.92 feet to the POINT OF BEGINNING and containing 1971.293 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2755, PAGE 820 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

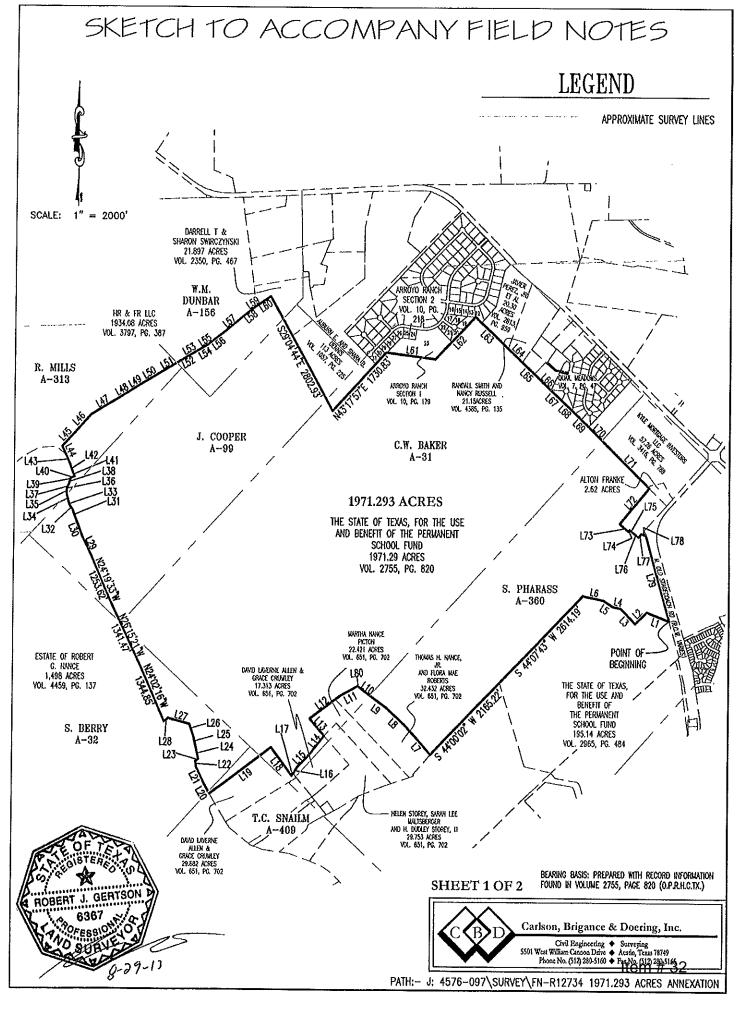
ROBERT J. GERTSON, R.P.L.S. NO. 6367 Carlson, Brigance and Doering, Inc.

5501 West William Cannon Austin, TX 78749

Ph: 512-280-5160 Fax: 512-280-5165

rgertson@cbdeng.com

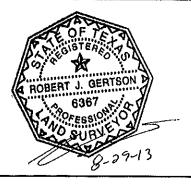




# SKETCH TO ACCOMPANY FIELD NOTES

|      | LINE TABL | Ε                    |
|------|-----------|----------------------|
| LINE | LENGTH    | BEARING              |
| Lī   | 542.50    | N69'28'11"W          |
| L2   | 356.81    | S46'06'24"W          |
| L3   | 460.09    | N45'28'44"W          |
| L4   | 177.53    | N77'38'18 <b>'</b> W |
| L5   | 251.72    | N57'17'14"W          |
| L6   | 468.22    | N78'30'33"W          |
| L7   | 835.00    | N42'31'45'W          |
| L8   | 591,59    | N48'11'44"W          |
| L9   | 455.05    | N54'28'06"W          |
| L10  | 292.80    | N53'21'39"W          |
| LII  | 426.48    | S61'37'51"W          |
| L12  | 842.81    | S53'30'25"W          |
| L13  | 491.62    | S41'21'25"E          |
| L14  | 489.14    | S38'21'19"W          |
| L15  | 409.24    | S43'54'19"W          |
| L16  | 133.80    | \$30'15'19"W         |
| L17  | 81.45     | S36'02'19"W          |
| L18  | 753.61    | N36'45'13"W          |
| L19  | 1661.02   | S52'58'30"W          |
| L20  | 247.37    | N31'07'28"W          |
| L21  | 406.01    | N25'35'32"W          |
| L22  | 123.00    | N05'41'30"W          |
| L23  | 72.00     | N52'23'30"E          |
| L24  | 203.32    | N11'45'34'W          |
| L25  | 303.61    | N13'24'25"W          |
| L26  | 265.24    | N18'49'22"W          |
| L27  | 486.70    | N75'14'22"W          |
| L28  | 119.76    | S53'35'58"W          |
| L29  | 445.60    | N26'26'21"W          |
| L30  | 388.02    | N22'07'09'W          |
| L31  | 228.62    | N20'08'10"W          |
| L32  | 95.94     | N35'50'03"W          |
| L33  | 91.79     | N20'34'03"W          |
| L34  | 185.29    | N14'59'48"W          |
| L35  | 92.60     | N00°02'25"E          |
| L36  | 32.16     | N12'09'25"E          |
| L37  | 72.03     | N29'03'12"E          |
| L38  | 118.15    | N19'26'32"E          |
| L39  | 32.54     | N11'55'55"E          |
| L40  | 98.62     | N65'36'10"E          |
|      |           |                      |

|      | LINE TABLE |             |
|------|------------|-------------|
| LINE | LENGTH     | BEARING     |
| L41  | 99.11      | N24'23'50"W |
| L42  | 178.40     | N19'12'41"W |
| L43  | 220.03     | N24'39'30"W |
| L44  | 206.51     | N25'27'37"W |
| L45  | 441.09     | N43'08'11"E |
| L46  | 496.12     | N42'38'11"E |
| L47  | 665.61     | N59'34'50"E |
| L48  | 379.99     | N59'27'50"E |
| L49  | 298.07     | N58'50'50"E |
| L50  | 439.02     | N59'24'50"E |
| L51  | 595.25     | N59'39'50"E |
| L52  | 68.18      | N59'56'50"E |
| L53  | 273.44     | N59'59'50"E |
| L54  | 267.94     | N59'37'50"E |
| L55  | 13.30      | N56'33'50"E |
| L56  | 417.87     | N52'04'50"E |
| L57  | 471.83     | N51'01'50"E |
| L58  | 409.28     | N50'59'50"E |
| L59  | 25.80      | N56'27'50"E |
| L60  | 392.99     | N56'24'56"E |
| L61  | 1115.45    | S82'42'45"E |
| L62  | 1271.78    | N43'55'32"E |
| L63  | 887.35     | S46'21'03"E |
| L64  | 578.70     | S46'29'25"E |
| L65  | 408.76     | S46'13'10"E |
| L66  | 405.20     | S47'03'10"E |
| L67  | 296.23     | S47'52'44"E |
| L68  | 499.63     | S47'19'33"E |
| L69  | 359.95     | S46'53'37"E |
| L70  | 436.01     | S45'49'07"E |
| L71  | 1445.81    | S46'25'31"E |
| L72  | 1018.19    | S40'21'31"W |
| L73  | 255.73     | S50°23'48"E |
| L74  | 42.90      | N40°43'43"E |
| L75  | 85.65      | S52'52'44"E |
| L76  | 159.01     | S51'46'28"E |
| L77  | 92.20      | N43'53'50"E |
| L78  | 101.31     | S78'26'49"E |
| L79  | 1931.92    | S16'19'59"E |
| L80  | 34.87      | N64'39'18'W |



SHEET 2 OF 2 BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 2755, PAGE 820 (O.P.R.H.C.IX.)



### Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying
5501 West William Cannon Drive Austin, Texas 18749
Phone No. (312) 280-5169 Fax No.

PATH:- J: 4576-097\SURVEY\FN-R12734 1971.293 ACRES ANNEXATION

195.149 ACRES
SAMUEL PHARASS % LEAGUE SURVEY NO. 14,
ABSTRACT NO. 360
HAYS COUNTY, TEXAS
ANNEXATION

#### **FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED IN THE SAMUEL PHARASS % LEAGUE SURVEY NO. 14, ABSTRACT NUMBER 360, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 195.14 ACRE TRACT OF LAND, CONVEYED TO THE STATE OF TEXAS IN VOLUME 2965, PAGE 484 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 195.149 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the southwestern right-of-way line of Old Stagecoach Road (R.O.W. varies), for an eastern corner of said 195.14 acre tract, also being a southeastern corner of a 1971.29 acre tract, conveyed to The State of Texas in Volume 2755, Page 820 of the O.P.R.H.C.TX., for the POINT OF BEGINNING of the herein described tract,

THENCE, with the southwestern right-of-way line of said Old Stagecoach Road (R.O.W. varies), \$16°51'08"E, for a distance of 799.85 feet to a point, for the northernmost corner of a 125.427 acre tract, conveyed to KY-TEX PROPERTIES in Volume 254, Page 848 of the O.P.R.H.C.TX.,

THENCE, with the common boundary line of said 125.427 acre tract and said 195.14 acre tract, the following five (5) courses and distances, numbered 1 through 5:

- 1. \$36°00'34"W, for a distance of 42.37 feet to a point,
- 2. \$48°34'19"W, for a distance of 1583.69 feet to a point,
- 3. N49°27'05"W, for a distance of 34.23 feet to a point for an interior ELL corner of said 195.14 acre tract,
- 4. S25°39'52"W, for a distance of 39.42 feet to a point, and
- 5. \$48\*28'51"W, for a distance of 2127.99 feet to a point in the northern right-of-way line of C.R. 225 also known as Cypress Road, for the southernmost corner of the herein described tract,

THENCE, with the northern right-of-way line of said C.R. 225, common to the southern boundary line of said 195.14 acre tract, N77°17′21″W, for a distance of 599.98 feet to a point for the southernmost southwestern corner of the herein described tract,

THENCE, with the southwestern boundary line of said 195.14 acre tract, the following two (2) courses and distances, numbered 1 through 2,

- N16°49'08"W, for a distance of 270.68 feet to a point, and
- N17\*14'33"W, for a distance of 1608.14 feet to a point in the southeastern boundary line of sald 1971.29 acre tract, for the
  westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 1971.29 acre tract and said 195.14 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

- 1. N44°06'52"E, for a distance of 2614.19 feet to a point,
- 2. S78°31'24"E, for a distance of 468.22 feet to a point,
- 3. \$57°18'05"E, for a distance of 251.72 feet to a point,
- \$77°39'09"E, for a distance of 177.53 feet to a point,
- 5. \$45°29'35"E, for a distance of 460,09 feet to a point for an interior ELL corner of said 195.14 acre tract,
- 6. N46°05'33"E, for a distance of 356.81 feet to a point, and
- 7. S69'29'02"E, for a distance of 542.51 feet to the POINT OF BEGINNING, and containing 195.149 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2965, PAGE 484 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by:

ROBERT J. GERTSON, R.P.L.S. NO. 6367

Carlson, Brigance and Doering, Inc.

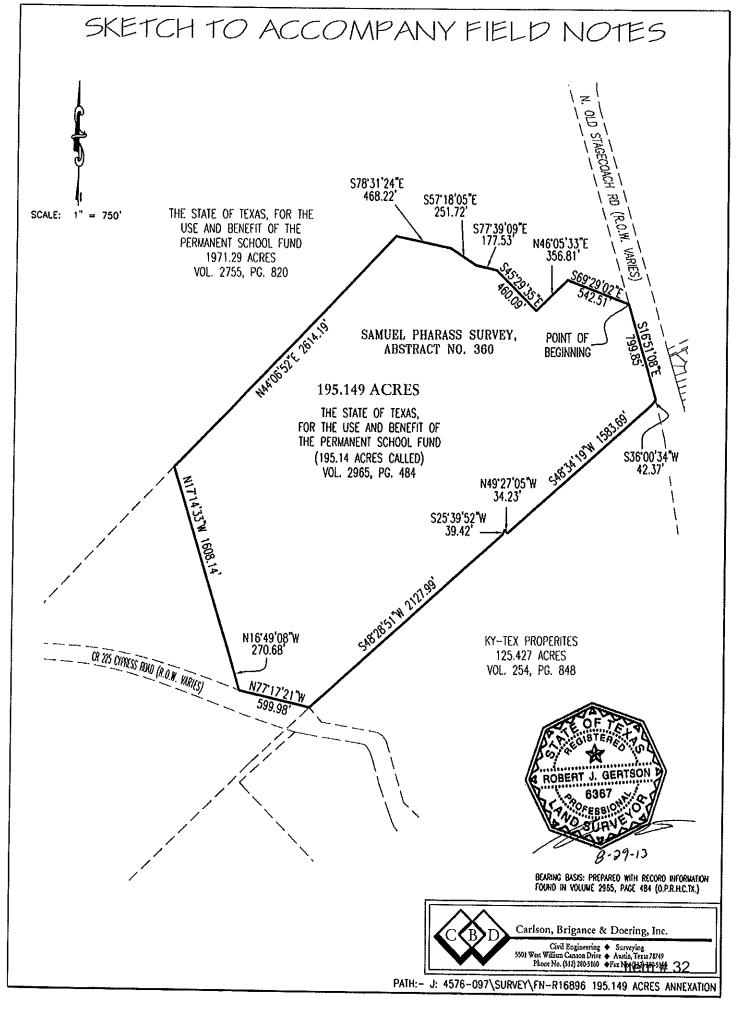
5501 West William Cannon

Austin, TX 78749 Ph: 512-280-5160

Fax: 512-280-5165

rgertson@cbdeng.com







### CITY OF KYLE, TEXAS

### Digital Billboard Ordinance

Meeting Date: 10/15/2013 Date time: 7:00 PM

**Subject/Recommendation:** 

(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 29, "SIGN STANDARDS AND PERMITS" OF THE CITY'S CODE OF ORDINANCES RELATIVE TO PERMITTING EXISTING OFF-PREMISE COMMERCIAL BILLBOARDS TO BE CONVERTED TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS ("CEVMS") SUBJECT TO SPECIFIC APPROVAL OF THE CITY COUNCIL; AMENDING VARIOUS SECTIONS OF THE SIGN

REGULATIONS TO BE CONSISTENT WITH THE ABILITY TO CONVERT EXISTING COMMERCIAL BILLBOARDS INTO CEVMS; REPEALING ALL CONFLICTING ORDINANCES; REQUIRING A SIGN FACE EXCHANGE RATIO FOR DIGITAL DISPLAY SIGNS; PROVIDING OPERATIONAL REQUIREMENTS FOR DIGITAL DISPLAY SIGNS; REQUIRING AN ANNUAL REGISTRATION FEE; PROVIDING A PENALTY NOT TO

EXCEED \$2,000; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE

DATE. ~ Mario Perez, Building Official

| Other Information:         |  |  |
|----------------------------|--|--|
| <b>Budget Information:</b> |  |  |
|                            |  |  |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

■ Digital Billboard Ordinance

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 29, "SIGN STANDARDS AND PERMITS" OF THE CITY'S CODE OF ORDINANCES RELATIVE TO PERMITTING EXISTING OFF-PREMISE COMMERCIAL BILLBOARDS TO BE CONVERTED TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS ("CEVMS") SUBJECT TO SPECIFIC APPROVAL OF THE CITY COUNCIL; AMENDING VARIOUS SECTIONS OF THE SIGN REGULATIONS TO BE CONSISTENT WITH THE ABILITY TO CONVERT EXISTING COMMERCIAL BILLBOARDS INTO CEVMS; REPEALING ALL CONFLICTING ORDINANCES; REQUIRING A SIGN FACE EXCHANGE RATIO FOR DIGITAL DISPLAY SIGNS; PROVIDING OPERATIONAL REQUIREMENTS FOR DIGITAL DISPLAY SIGNS; REQUIRING AN ANNUAL REGISTRATION FEE; PROVIDING A PENALITY NOT TO EXCEED \$2,000; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, Chapter 216 of the Texas Local Government Code provides for the municipal regulation of signage, including but not limited to relocation, reconstruction and removal of signs; and

Whereas, on or about July 7, 2009, the City Council for the City of Kyle enacted Ordinance No. 576, relative to sign regulations, including (CEVMS); and

Whereas, the City Council of the City of Kyle, Texas, has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City, and to achieve the City's economic development goals, that the Code of Ordinances provisions relative to the regulation of signs, be amended relative to the use and regulations of CEVMS signs as hereinafter stated; and

WHEREAS, the placement of digital signage may be used for AMBER ALERTS, public warnings, notices and other official business which will benefit both municipal residents and the motoring public traversing IH 35 through the City of Kyle;

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

**Section 1.** That Section 29-9, "Prohibited Signs," of Chapter 29, "Sign Standards and Permits," "Kyle Code of Ordinances: Ordinance No. 576, Section 9, Subsection (12) "Changeable electronic variable message signs except as specifically provided in this ordinance," is hereby deleted in its entirety, and added a new Section 17(7), "Changeable Electronic Variable Message Sign Display on Certain Existing Off-Premise Signs." to read as follows:

**"SECTION 17(7)"** 

CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN DISPLAY ON CERTAIN EXISTING OFF-PREMISE SIGNS.

- (a) <u>In general</u>. Certain nonconforming off-premise signs may be modified to use Changeable Electronic Variable Message Sign ("CEVMS") display technology subject to the restrictions in this section.
- (b) <u>Application</u>. An owner of certain nonconforming off-premise signs must submit a CEVMS sign permit application for a face modification within sixty (60) days from the date of approval and adoption of this ordinance, as provided by law.
- (c) <u>Relocation site.</u> In conjunction with an application to convert an existing billboard to a CEVMS sign, the sign owner may apply for a one-time relocation of an existing billboard provided that the relocation site complies with the following:
  - (1) The relocation site is on a property adjacent to Interstate Highway 35.
  - (2) The relocation site is on property zoned commercial or industrial.
  - (3) The relocated off premise sign is a minimum of 1,500 feet from another billboard as measured along the same side of the roadway.
- (d) <u>Expiration</u>. A sign permit shall be valid for one (1) six (6) month period. If no construction has commenced at the site the permit shall become void.

### (e) <u>Compliance required</u>.

- (1) Except as provided in this section, CEVMS signs must fully comply with the size, height, spacing, setback, and other restrictions in this article for detached non-premise signs.
- (2) CEVMS sign support structures must be built to comply with the building code.
- (3) CEVMS signs must comply with Title 43 Texas Administrative Code Section 21.163, "Electronic Signs," as amended.
- (4) Both existing and new CEVMS signs must comply with all lighting and safety standards mandated by federal, state, or local rules or statues, including standards adopted or amended after the date of passage of these requirements. Lighting and safety standards include brightness; message duration; and proximity of the sign to other digital displays, ramps, and interchanges.

#### (f) Sign Face exchange ratio.

- (1) For every one (1) square foot of sign face modified to use CEVMS display technology, one (1) square feet of detached off-premise sign face area must be removed from within the city limits.
- (2) Only one CEVMS sign shall be permitted to each CEVMS permit applicant within six (6) months from the date of approval and adoption of this ordinance. However, where a permit has expired, a new application may be submitted by a different sign company. The new CEVMS sign face may be no larger than 14'x48' (672 sq. ft.) nor exceed 42.5 feet in overall height.

### (g) <u>Location and Number</u>.

- (1) A maximum of three (3) off-premise locations with CEVMS displays are permitted in the city. The director shall time stamp all applications upon receipt. The director shall review applications in order of submittal. If the director determines that an application is incomplete or does not meet the requirements of this section, the director shall reject the application and then review the next application.
- (2) The conversion of existing off-premise advertising billboard signs to digital billboards shall only be allowed on lots with frontage to Interstate Highway 35 located within the City limits.
- (3) A minimum linear of three-thousand (3,000) feet shall be required between one CEVMS sign and any other CEVMS sign on the same side of the Interstate, measured linearly.
- (4) CEVMS signs may not be located within 300 feet of any lot located in a residential district, measured from the sign face only in the direction the sign face is oriented.
- (5) No more than one CEVMS display per each freestanding sign structure shall be permitted. Any double-faced billboard having back to back surface display areas will be permitted to install a traditional display behind the digital display to conceal structure.
- (6) A CEVMS sign located along the east side of the Interstate shall be orientated so it faces into northbound Interstate traffic.
- (7) A CEVMS sign located along the west side of the Interstate shall be orientated so it faces into southbound Interstate traffic.

### (h) CEVMS sign support structures.

- (1) CEVMS sign support structures may not exceed an overall height of 50 feet or 42.5 feet above the nearest point on the nearest travel surface of the nearest expressway, whichever is higher, except that no CEVMS sign may be higher than the conventional sign it replaced.
- (2) Sign support structures and faces being converted to accommodate CEVMS signs may not be modified to change the angle of a sign face.
- (3) Electrical service to sign support structures with CEVMS signs must be underground between the property line and the sign.

### (i) <u>Display</u>.

(1) All CEVMS signs must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the sign. A digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.

- (2) A CEVMS sign may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in foot-candles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
- (3) Before the issuance of a CEVMS sign permit, the applicant shall provide written certification from the sign manufacturer that:
  - (A) the light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and
  - (B) the light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.
- (j) <u>Change of message</u>. Changes of message must comply with the following:
  - (1) Each message must be displayed for a minimum of eight seconds.
  - (2) Changes of message must be accomplished within two seconds.
  - (3) Changes of message must occur simultaneously on the entire sign face.
  - (4) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.
- (k) <u>Malfunction</u>. CEVMS signs operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of sign malfunction, the digital display must freeze until the malfunction is remedied.
- (l) <u>Display of emergency information</u>. The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display: Amber Alerts, Silver Alerts, information regarding terrorist attacks, natural disasters, and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.
- Company shall permit city to place one public Public Service Announcements. service announcement on each of the digital billboards for up to the equivalent time of for each year; provided; however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards. Public service announcements shall be limited to City-sponsored event announcements and non-commercial public service announcements. City shall be responsible (i) for providing company with its public service announcements, which may be updated by City at any time and (ii) for any costs associated with providing company with the artwork in acceptable format. The public service announcements must be submitted to the company at least five business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the City. In addition, (i) company shall provide use of the advertising space on the digital billboards, as reasonably necessary for emergency broadcasts, Amber Alerts and Silver Alerts and (ii) company and city will work cooperatively and in good faith for city to place additional public service announcement, on a space availability bases on the advertising space of the digital billboards.

- (n) <u>Sunset</u>. This section expires in eighteen (18) months from the date of adoption by the City Council, unless re-enacted with amendment before that date. The Planning Commission and City Council shall review this section before its expiration date."
- **SECTION 2**. That Chapter 29, "Signs," of Article IV, "Building Permit Fee Components," of Code Section 29-70, "Permit Fee," is amended by adding a new Subsection 29-71, "Annual Registration Fee for an Off-Premise Digital Display Sign," to read as follows:
- **"29-71 Annual registration fee for an off-premise digital display sign**. The annual registration fee for a permit for an off-premise digital display sign under Kyle Code of Ordinances, Section **29-71** is \$2,000 per digital sign face."
- **SECTION 3**. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.
- **SECTION 4**. That Chapter 29 of the Kyle City Code shall remain in full force and effect, save and except as amended by this ordinance.
- **SECTION 5**. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of chapter 1 of the Kyle city Code, as amended.
- **SECTION 6. LIABILITY AND RESERVATION OF SOVEREIGN IMMUNITY.** The provisions of this section shall not be construed as relieving or limiting in any way the responsibility or liability of any person erecting or owning any sign from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person, or such person's agents, employees or workers, in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions hereof. Nor shall it be construed as waiving sovereign immunity nor imposing upon the Town or its officers or employees, or the zoning commission any responsibility or liability by reason of the approval of any signs, materials, and devices herein.
- **SECTION 7. SEVERABILITY.** If any provision of this code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this code which can be given effect without the invalid or unconstitutional provision or application.
- **SECTION 8. EFFECTIVE DATE.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Kyle, and it is accordingly so ordained.

| PASSED AND APPROVED on the     | day of             | , 2013.   |
|--------------------------------|--------------------|-----------|
| PASSED AND FINALLY APPROVI     | ED on this the day | of, 2013  |
| ATTEST:                        | CITY OF KYI        | LE, TEXAS |
| Amelia Sanchez, City Secretary | Lucy Johnson,      | Mayor     |



# CITY OF KYLE, TEXAS

### ESD #5 Joint Resolution

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:    | Consideration and Possible Action as may be required in regards to the Joint Resolution of the City of Kyle, Texas and Hays County Emergency Services District No. 5 for the Allocation of Sales Tax Revenue. ~ Lanny Lambert, City Manager |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:         |                                                                                                                                                                                                                                             |
| <b>Budget Information:</b> |                                                                                                                                                                                                                                             |
|                            |                                                                                                                                                                                                                                             |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

□ ESD #5 Joint Resolution

### 

STATE OF TEXAS

8

COUNTY OF HAYS

8

### JOINT RESOLUTION OF THE CITY OF KYLE, TEXAS AND HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 5

WHEREAS, a portion of the City of Kyle, Texas and extraterritorial jurisdiction ("City") is within the territorial limits of Hays County Emergency Services District No. 5 ("District"); and,

WHEREAS, the District provides fire and other related emergency services to both the citizens of the District and the City; and,

WHEREAS, both the District and City are political subdivisions of the State of Texas, each with their own respective rights, duties, and obligations; and,

WHEREAS, both the District and City may adopt and implement a sales and use tax within their respective territorial boundaries, subject to the application of certain laws, rules, and regulations; and,

WHEREAS, the City currently implements a one and one half percent sales and use tax, in conjunction with Hays County's one-half of one percent sales and use tax thereby reaching the maximum local two percent sales and use tax within the territorial boundaries of the City; and,

WHEREAS, subject to applicable law, the District may implement, outside of the territorial boundaries of the District its own sales and use tax not to exceed 2 percent in any area of the District that has not been excluded from an election and the implementation of a sales and use tax pursuant to the provisions of Section 775.0751, Texas Health & Safety Code, and other applicable law; and,

WHEREAS, the District has ordered any election within its territorial boundaries, excluding any areas from the election and applicability of its sales and use tax where the sales and use tax is then at two percent; and,

WHEREAS, the City fully supports such ordered election by the District; and

WHEREAS, the City understands that as it changes its territorial boundaries within the District, said District sales and use tax, if adopted by the voters of the District, excluding

Formatted: Highlight

areas where the sales and use tax is then at two percent, will be allocated to the District pursuant to applicable law, including, but not limited to the Texas Tax Code; and,

WHEREAS, both the City and District understand the other's needs for such sales and use tax and desire to allow for the implementation of a sales and use tax, as allowed by law, in the District where the then sales and use tax is not at two percent; and,

WHEREAS, both the City and District desire for the highest obtainable emergency services be available to the citizens of both entities;

WHEREAS, upon the City annexing any part of the Future Annexed Area ("Annexed Property") after the passage of the November, 2013 election for the District's sales and use tax, the implementation and collection of said sales and use tax by the Texas Comptroller, and the Effective Date of this AgreementResolution, the District agrees to allocate to the City on a monthly basis the District's local sales and use tax revenue actually received in hand by the District from the Texas Comptroller for the Future Annexed Area and Annexed Property, excluding any deductions or re allocations by the Texas Comptroller, and derived from Annexed Property in the Future Annexed Area. It is the intent of the parties hereto that Hays Countythe District shall receive one-half of one percent of the maximum allowed two percent of the local sales and use tax for the Future Annexed Area and Annexed Property, and the City shall receive one and one half-percent of the maximum allowed two percent of the local sales and use tax for the Future Annexed Area and Annexed Property.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND THE BOARD OF EMERGENCY SERVICES COMMISSIONERS OF HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 5:

Section 1.

The foregoing recitals are hereby jointly found to be true and correct and are hereby adopted by the City Council of the City of Kyle, Texas and the Board of Emergency Services Commissioners of Hays County Emergency Services District No. 5 as findings of fact and conclusions of law and made part hereof for all purposes.

Section 2.

The City Council of the City of Kyle, Texas, to the extent permitted by law, supports the reasons for the proposed adoption, if approved by the relevant voters of the District, of a local sales and use tax by Hays County Emergency Services District No. 5, as allowed by applicable law.

Section 3.

Formatted: Highlight

If any provision of this Joint Resolution shall be found by a court of competent jurisdiction to be illegal, unenforceable, or otherwise without effect, then the remaining portions of this Joint Resolution shall remain in full force and effect.

Section 4.

This Joint Resolution shall become effective immediately upon its adoption by the City Council of the City of Kyle, Texas and the Board of Emergency Services Commissioners of Hays County Emergency Services District No. 5.

JOINTLY RESOLVED by the City Council of the City of Kyle and the Board of Emergency Services Commissioners of Hays County Emergency Services District No. 5 on this the 3<sup>rd</sup> day of October, 2013.

| CITY OF KYLE, TEXAS            | SERVICES DISTRICT NO. 5 |  |  |
|--------------------------------|-------------------------|--|--|
| By:                            | Ву:                     |  |  |
| Lucy Johnson,                  | Beth Smith,             |  |  |
| Mayor                          | President               |  |  |
| ATTEST:                        |                         |  |  |
| Amelia Sanchez, City Secretary | Susan Meckel, Secretary |  |  |



# CITY OF KYLE, TEXAS

### Magistrate Services

Meeting Date: 10/15/2013 Date time: 7:00 PM

| Subject/Recommendation:    | Authorize the Execution of Memo of Understanding for Magistrate Services by the City of Kyle for the Hays County Jail for Fiscal Year 2014 ~ <i>Lanny Lambert, City Manager</i> |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other Information:         |                                                                                                                                                                                 |
| <b>Budget Information:</b> |                                                                                                                                                                                 |
|                            |                                                                                                                                                                                 |
|                            |                                                                                                                                                                                 |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

#### Attachments / click to download

- Memo of Understanding for Magistrate Services
- □ 2014 Magistrate Schedule

#### **MEMORANDUM OF UNDERSTANDING**

Magistrate Services by the City of Kyle for the Hays County Jail

#### **Background**

Weekday magistrate services, including alternate citation dockets, are performed by a Hays County Justice of the Peace or the Hays County Judge. An informal understanding by all jurisdictions assigns Weekend and Holiday magistrate responsibilities between the Hays County Justices of the Peace, and the Municipal or Associate Municipal Judges of the City of San Marcos, the City of Kyle, and the City of Buda.

Magistrate services are performed either in person at the Hays County Jail or via a video magistrate system. A schedule of weekends and holidays is created at the beginning of each year which assigns specific dates for magistrate duties. The intent of the schedule is to equitably divide weekend and holiday magistrate responsibilities between each jurisdiction. The magistrates collaborate and cooperate on adjustments to the schedule from time to time and insure the holiday and weekend magistrate needs of the county are met equitably and responsibly. Though not often, the magistrates may be asked to perform weekday magistrate services in the event of an emergency or the unexpected absence of the responsible Hays County Magistrate.

Hays County has expressed interest in identifying a comprehensive, long-term solution, applicable to all jurisdictions that will create an efficient magistrate system. Understanding the long-term solution may not be identified until 2015, Hays County wishes to receive a commitment from the City of Kyle for weekend and Holiday magistrate services during the 2014 fiscal year, with an understanding that a formal agreement regarding magistrate services applicable to all parties, will be developed prior to the beginning of fiscal year 2015.

A list of the jurisdictions responsible for magistrate services on weekends and holidays including current magistrates can be found below:

The City of San Marcos Municipal Court
The Honorable John Burke, Presiding Judge
The Honorable Vincent Luizzi, Associate Judge

The City of Buda Municipal Court
The Honorable Beth Smith, Presiding Judge

The City of Kyle Municipal Court Vacant

### **Hays County**

The Honorable Bert Cobb, M.D., Hays County Judge
The Honorable Jo Anne Prado, Justice of the Peace, Precinct 1, Place 1
The Honorable Margie Hernandez, Justice of the Peace, Precinct 1, Place 2
The Honorable Beth Smith, Justice of the Peace, Precinct 2
The Honorable Andrew Cable, Justice of the Peace, Precinct 3
The Honorable Terry Kyle, Justice of the Peace, Precinct 4
The Honorable Scott Cary, Justice of the Peace, Precinct 5

#### Agreement

- 1. The City of Kyle shall appoint a Municipal Judge or Associate Municipal Judge to assist in weekend and holiday magistrate services for the Hays County Jail.
- 2. The City of Kyle shall be responsible for the selection of the individual to serve as the City's magistrate per requirements as outlined in the Texas Code of Criminal Procedure.
- 3. The City of Kyle shall be responsible for compensation for magistrate services performed by the selected magistrate.

- 4. Hays County shall accommodate a City of Kyle Magistrate at the Hays County Jail according to current protocols and procedures for each magistrate session.
- 5. The City of Kyle Magistrate shall cooperate with Hays County Jail staff regarding protocols and procedures when performing magistrate services.
- 6. Hays County and the City of Kyle will collectively pursue the ability to perform magistrate services via access to a video magistrate system.
- 7. The City of Kyle Magistrate shall cooperate with all other magistrates in determining an equitable schedule of weekend and holiday magistrate responsibilities. Weekend magistrate responsibilities are commonly scheduled between 6 and 7 weekends per year for each magistrate, Holiday magistrate responsibilities are commonly scheduled between 4 and 5 holiday dates per year for each magistrate. The City of Kyle Magistrate may be asked to assist with weekday magistrate service in the event of an emergency or the unexpected absence of the responsible Hays County Magistrate.
- 8. Hays County and the City of Kyle agree to work towards a long-term solution, applicable to all jurisdictions, regarding magistrate responsibilities prior to the expiration of this agreement. Such solution may include modification of existing jail use interlocal agreement(s) and consideration of corresponding magistrate duties per jurisdiction.

### **Term of Agreement**

| The term of this agreement is from October 1, 2013 until September 30, 2014.              |
|-------------------------------------------------------------------------------------------|
| Agreed to and Adopted by the Commissioners Court of Hays County, Texas on this day of, 20 |
| Bert Cobb, M.D. Hays County Judge                                                         |
| Attest:                                                                                   |
| Liz Gonzalez<br>Hays County Clerk                                                         |
| Agreed to and Adopted by the City of Kyle, Texas on this day of, 20                       |
| Mayor, City of Kyle                                                                       |
| Attest:                                                                                   |

City Secretary, City of Kyle

### -2014 MAGISTRATE'S SCHEDULE WEEKENDS

| January         | May             | 30/31-Hernandez |
|-----------------|-----------------|-----------------|
| 4/5- Cary       | 3/4-Hernandez   | September       |
| 11/12-Burke-    | 10/11-Cable     | 6/7-Smi BU      |
| 18/19-COK       | 17/18-Prado     | 13/14-Luizzi    |
| 25-26-Smi JP    | 24/25-Luizzi    | 20/21-Cary      |
| February        | 31/1-COK        | 27/28-T Kyle    |
| 1/2-Cable       | June            | October         |
| 8-9-T Kyle-     | 7/8-Smi JP      | 4/5-Smith BU    |
| 15/16-Burke     | 14/15-Cary      | 11/12-Prado     |
| 22/23-Smi BU    | 21/22-T Kyle    | 18/19-COK       |
| March           | 28/29-Hernandez | 25/26-Cable     |
| 1/2-Cary        | July            | November        |
| 8/9-Prado       | 5/6-COK         | 1/2-Luizzi      |
| 15/16-Smi JP    | 12/13-Smi BU    | 8/9-Cary        |
| 22/23-Hernandez | 19/20-Cable     | 15/16-Smi JP    |
| 29/30-Cable     | 26/27-T Kyle    | 22/23-Burke     |
| April           | August          | December        |
| 5/6-Burke       | 2/3-Smi BU      | 6/7-Hernandez   |
| 12/13-T Kyle    | 9/10-Burke      | 13/14-COK       |
| 19/20-Luizzi    | 16/17-Prado     | 20/21-Prado     |
| 26/27-Smi JP    | 23/24-Luizzi    |                 |

### **HAYS COUNTY HOLIDAYS FOR 2014**

| NEW YEARSSMITH JP                  | ••• | JAN   | 01  |
|------------------------------------|-----|-------|-----|
| MARTIN LUTHER KING'S BIRTHDAY-HERN | JAN | 20    | MON |
| PRESIDENT'S DAYPRADO .             | FEB | 17    | MON |
| GOOD FRIDAYSMITH BUDA              | APR | 18    | FRI |
| MEMORIAL DAY CABLE                 | MAY | 26    | MON |
| INDEPENDENCE DAY T KYLE            | JUL | 04    | FRI |
| LABOR DAYCARY                      | SEP | 01    | MON |
| COLUMBUS DAY BURKE                 | OCT | 13    | MON |
| VETERAN'S DAYCOK                   | NOV | 11    | TUE |
| THANKSGIVING SMITH BUDA            | NOV | 26    | WED |
| CABL.                              | NOV | 27    | THU |
| LUIZZI                             | NOV | 28    | FRI |
| HERN                               | NOV | 7 29  | SAT |
| PRAD                               | NO  | OV 30 | SUN |
| CHRISTMASCOK                       | DEC | 24    | WED |
| BURKE                              | DEC | 25    | THU |
| T.KYLE                             | DEC | 26    | FRI |
| SMITH JP                           | DEC | 27    | SAT |
| CARY                               | DEC | 28    | SUN |



## CITY OF KYLE, TEXAS

### City Managers Report

Meeting Date: 10/15/2013 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 Engineer Search Proposed Timeline
- 2. Discuss City Council Workshop to be held on Tuesday, Oct. 22, 2013 regarding Lone Star Rail/Public Transit and Plum Creek PID

| Other Information:         |  |  |
|----------------------------|--|--|
| <b>Budget Information:</b> |  |  |
|                            |  |  |

Viewing Attachments Requires Adobe Acrobat. Click here to download.

Attachments / click to download

☐ City Engineer Search Proposed Timeline



### City Engineer Search Proposed Timeline September 13, 2013

### Friday, September 13, 2013:

The Human Resources Department will begin to advertise on TML, SGR and the City's website.

### Friday, October 4, 2013:

The City Engineer position can either close on this date or the CM can do first review of applications depending on the application pool. CM to provide the Human Resources Department with the list of final candidates.

### Monday, October 7, 2013 - Tuesday, October 8, 2013:

City Manager and the interview panel complete first for interview on final candidates.

### Tuesday, October 15, 2013:

Conditional job offer made by HR along with pre-employment assessments on selected candidate(s).

### Monday, November 4, 2013:

Possible Orientation date for newly hired City Engineer.