

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 12/17/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 12th day of December, 2013 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Special Called Meeting - November 26, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

2. City Council Regular Meeting - December 3, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

III. Citizen Comment Period With City Council

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

IV. Appointments

3. Consideration of Nomination(s) for Appointment to the Long Range Planning Committee ~ *Lucy Johnson, Mayor*

- Kenneth Christie

 [Attachments](#)

4. Consideration of Nomination(s) for Appointment to the Ethics Commission ~ *Lucy Johnson, Mayor*

- Robby Saul

 [Attachments](#)

V. Consent Agenda

5. Authorize award and execution of a Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) in an amount not to exceed \$218,463.84 to replace and install new software, hardware, and associated equipment including dispatch station consoles, handheld radios, batteries, and chargers in order to upgrade the Police Department's entire radio system to OpenSky 900 MHz Digital system. (Funding to be provided from the issuance of planned 2014 Tax Notes) ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

6. Consider authorizing the City Manager to execute a 12-month professional services agreement with CATALYST COMMERCIAL, INC., of Dallas, Texas, in an amount not to exceed \$18,000.00 to provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle for the period October 1, 2013 through September 30, 2014. ~ *Diana Blank-Torres, Director of Economic Development*

 [Attachments](#)

VI. Consider and Possible Action

7. (*First 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](#)

8. (*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](#)

9. (*First Reading*) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY .89 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED APPROXIMATELY 200 FEET EAST OF THE E. RR 150 AND CR 152 (ALSO KNOWN AS

HEIDENREICH LANE) INTERSECTION; 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. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 45.716 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF E. RR 150, EAST OF HEINDENRICH LANE AND WEST OF STATE HIGHWAY 21; 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. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 98.930 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF E. RR 150, EAST OF CR 152 (ALSO KNOWN AS HEIDENREICH LANE), WEST OF STATE HIGHWAY 21, AND ADJACENT TO CR 202; 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. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 12.254 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF E. RR 150 AND STATE HIGHWAY 21; 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. *(First 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](#)

14. *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 5.626 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF BEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD 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. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH MERLIN FRISENHAHN, ON BEHALF OF ELGIN GROCERY AND PARK PLACE FOOD, FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 12.07 ACRES OF LAND IN HAYS COUNTY, TEXAS GENERALLY LOCATED NORTH OF BEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD ; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE AND FOR THE PURPOSE OF ESTABLISHING A SCHEDULE AND FOR THE PURPOSE OF ESTABLISHING A SCHEDULE FOR ANNEXATION OF THE PROPERTY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

16. *(First 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](#)

17. *(First 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](#)

18. *(First 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](#)

19. Consider a Development Agreement between the City of Kyle and the owners of Mi Rancho, located on Windy Hill Road, regarding a request of delay of annexation ~ *Lanny Lambert, City Manager*

 [Attachments](#)

20. *(First 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](#)

21. Consider a request by Bernice Valdez for a waiver of site development fees for a site development application that would allow the placement of a 560 square foot building located at 206 E. Moore Street. ~ *Sofia Nelson, Director of Planning*

 [Attachments](#)

22. Consider a request by Plum Creek Development Partners, Ltd. for an amendment to Section 7.04 - Street Lighting of the approved development agreement between City of Kyle, Plum Creek Development Partners, Ltd. and William Negley, Trustee. ~ *Sofia Nelson, Director of Planning and Harper Wilder, Director of Public Works*

 [Attachments](#)

23. Receive and consider possible action on staff briefing as requested by City Council regarding City's role and responsibilities associated with the creation of Public Improvement Districts (PIDs) and the issuance of PID bonds. ~ *Perwez A. Moheet, CPA, Director of Finance and Sofia Nelson, Director of Planning*

 [Attachments](#)

24. Consider and possible action regarding approving an Interlocal Agreement between the City of Kyle and CAPITAL METROPOLITAN TRANSIT AUTHORITY for the purpose of providing para-transit services in the Kyle City limits from January 1, 2014 through September 30, 2014 and to apply Section 5307 funds to match the City's 50 percent share of total costs in an amount not to exceed \$31,920.00 for the fiscal year ending September 30, 2014. The total cost for the 9-month para-transit services is \$63,840.00. **Related to Agenda Item No. 25** ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

25. *(First Reading)* Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the Communications & Community Development Department by \$31,920.00 and decreasing fund balance in the General Fund by the same amount to pay for the continuation of transit services by CAPITAL METROPOLITAN TRANSIT AUTHORITY within City of Kyle from January 1, 2014 through September 30, 2014. **Related to Agenda Item No. 24** ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

26. A RESOLUTION OF THE CITY OF KYLE, TEXAS, RESPONDING TO THE REQUEST BY MONARCH UTILITIES I, L. P. TO INCREASE WATER RATES ON A SYSTEMWIDE BASIS BY 14.86 PERCENT WHILE SEEKING APPROVAL OF A COST OF SERVICE THAT WOULD ALLOW FOR AN INCREASE IN RATES OF 43.51% IN THE NEAR FUTURE; AUTHORIZING THE SUSPENSION OF RATES FOR NINETY DAYS FROM THE PROPOSED EFFECTIVE DATE OR UNTIL SUCH TIME AS THE COUNCIL ADOPTS A FINAL DECISION, WHICHEVER IS EARLIER; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

27. Discussion and Adoption of City Council Meetings Master Calendar for 2014 ~ *Lanny Lambert, City Manager*

 [Attachments](#)

28. Consider and Possible Action regarding the creation of a Lifetime Achievement Award to recognize individuals who have made significant contributions toward the betterment of the quality of life for Kyle residents over a sustained period of time ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

VII. General Discussion and Possible Action

29. General Discussion and Possible Action to Consider Amendments to the City of Kyle Ethics Ordinance including conducting business before City Council, after leaving office ~ *Lanny Lambert, City Manager*

 [Attachments](#)

30. General Discussion and Possible Action on Purchasing Policy for Budgeted Items. ~ *Lanny Lambert, City Manager*

 [Attachments](#)

VIII. Council Requested Agenda Items

31. Discuss and possible action for obtaining a management consultant to be used for reviewing City Council authority and management processes to be utilized for all three management positions who answer to the City Council. ~ *Chad Benninghoff, Council Member District 3*

 [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 Attorney Search Timeline
 2. Discuss implementation of a Social Media Policy for the City of Kyle

 [Attachments](#)

X. Executive Session

33. Convene into Executive Session pursuant to Section 551.074, Tex. Gov't Code, for purposes of discussing personnel matters concerning the appointment of the Municipal Judge position.

 [Attachments](#)

34. Convene into Executive Session pursuant to Section 551.087, Tex. Gov't Code, to deliberate offers of financial or other incentives and economic development negotiations with business prospects that the City seeks to have locate, stay or expand in or near the City

 [Attachments](#)

35. Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding personnel matters concerning the appointment of the Municipal Judge position.

 [Attachments](#)

36. Reconvene into Open Session to take any and all actions as deemed appropriate regarding offers of financial or other incentives and economic development negotiations with business prospects that the city seeks to have locate, stay or expand in or near the City

 [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 Special Called Meeting - November 26, 2013

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Special Called Meeting - November 26, 2013 ~ *Amelia Sanchez, City Secretary*

Other Information:

Budget Information:

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[City Council Special Called Meeting - November 26, 2013](#)

Cover Memo

Item # 1

SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on November 26, 2013 at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson

Hugo Elizondo

Mayor Pro Tem Samantha LeMense

Council Member Diane Hervol

Council Member Chad Benninghoff

Council Member David Wilson

Lanny Lambert, City Manager,

Perwez Moheet, Finance Director

Sofia Nelson, Planning Director

Cody Faulk, Asst. City Attorney

Mark Shellart , IT Director

CALL MEETING TO ORDER

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

ROLL CALL

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

Council Members Bryant and Selbera were absent.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Johnson opened the citizens comment period at 7:01 P.M. and called for comments on items not on the agenda or posted for public hearing. With no one wishing to speak Mayor Johnson closed Citizen's Comments at 7:02 P. M.

PUBLIC HEARINGS

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF APPROXIMATELY .89 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED APPROXIMATELY 200 FEET EAST OF THE E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE) INTERSECTION; ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

CITY COUNCIL SPECIAL MEETING

November 26, 2013 – Page 2

Kyle City Hall

Mayor Johnson opened the Second Public Hearing at 7:02 P.M. to hear comments on unilateral annexation of approximately .89 acres of land located in Hays County, Texas, generally located approximately 200 Feet East of RR 150 and CR 152 (also known as Heidenreich Lane Intersection) With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:02 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF 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 ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:03 P.M. to hear comments on the unilateral annexation of approximately 1.5 acres of land located in Hays County, Texas, generally located North of Bebee Road, West of Dacy Lane, and Southwest of Sunflower Circle and contiguous to the city limits on four sides. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:03 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF APPROXIMATELY 12.254 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF E. RR 150 AND STATE HIGHWAY 21; ~ *Sofia Nelson, Director of Planning*

- 2ndPublic Hearing

Mayor Johnson opened the Second Public Hearing at 7:04 P.M. to hear comments on the unilateral annexation of approximately 12.254 acres of land located in Hays County, Texas, generally located at the Southwest corner of East RR 150 and State Highway 21. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:04 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF APPROXIMATELY 18.62 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE); ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

CITY COUNCIL SPECIAL MEETING

November 26, 2013 – Page 3

Kyle City Hall

Mayor Johnson opened the Second Public Hearing at 7:05 P.M. to hear comments on the unilateral annexation of approximately 18.62 acres of land located in Hays County, Texas, generally located at the Northwest corner of East RR 150 and CR 152 (also known as Heidenreich Lane).. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:05 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF 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; ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:05 P.M. to hear comments on the unilateral annexation of 9 Tracts of land consisting of approximately 31.8 acres of land located in Hays County, Texas, 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 With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:05 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF 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; ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:06 P.M. to hear comments on the unilateral annexation of approximately 32.3 acres of land located in Hays County, Texas, generally located South of Windy Hill Road, West of Park South Dr. and contiguous to the city limits With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:06 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF APPROXIMATELY 35 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, GENERALLY LOCATED NORTH OF

WINDY HILL ROAD, WEST OF DACY LANE AND CONTIGUOUS TO THE CITY LIMITS. ~ *Sofia Nelson, Director of Planning*

CITY COUNCIL SPECIAL MEETING

November 26, 2013 – Page 4

Kyle City Hall

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:07 P.M. to hear comments on the unilateral annexation of approximately 35 acres of land located in Hays County, Texas, generally located North of Windy Hill Road, West of Dacy Lane and contiguous to the city limits. Hugo Elizondo, representing the owner of the property spoke and stated they would like a 12 month deferment to give them time to analyze wastewater cost share on extension of wastewater. With no one else wishing to speak Mayor Johnson closed the Public Hearing at 7:08 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE ANNEXATION PETITION BY WALTON TEXAS LP FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 40.267 ACRES OF LAND IN HAYS COUNTY, TEXAS, GENERALLY LOCATED AT THE INTERSECTION OF E. RR150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE) ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:09 P.M. to hear comments on the annexation petition by Walton Texas LP for voluntary annexation of approximately 40.267 acres of land located in Hays County, Texas, generally located at the intersection of E. RR 150 and CR 152 (Also known as Heidenreich Lane). With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:09 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF APPROXIMATELY 45.716 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, GENERALLY LOCATED NORTH OF E. RR 150, EAST OF HEINDENRICH LANE AND WEST OF STATE HIGHWAY 21; ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:09 P.M. to hear comments on the unilateral annexation of approximately 45.716 acres of land located in Hays County, Texas, generally located North of East RR 150, East of Heidenreich Lane and West of Highway 21. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:10 P.M.

CITY COUNCIL SPECIAL MEETING

November 26, 2013 – Page 5

Kyle City Hall

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE ANNEXATION PETITION BY MERLIN FRIESENHAHN, ON BEHALF OF ELGIN GROCERY AND PARK PLACE FOODS, FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 6.5 ACRES OF LAND IN HAYS COUNTY, TEXAS GENERALLY LOCATED NORTH OF BEEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD AND CONTIGIOUS TO THE CITY LIMITS ~ *Sofia Nelson, Director of Planning*

- 2 Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:10 P.M. to hear comments on the annexation petition by Merlin Friesenhahn, on behalf of Elgin Grocery and Park Place Foods, fro voluntary annexation of approximately 6.5 acres of land in Hays County, Texas, generally located North of Bebee Road, East of Dacy Lane and West of Goforth Road and contiguous tot he city limits. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:10 P.M

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF 19 TRACTS OF LAND CONSISTING OF APPROXIMATELY 70 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, GENERALLY LOCATED SOUTH OF GOFORTH RD/BEBEE RD AND BOTH EAST AND WEST SIDES OF GOFORTH AND CONTIGUOUS TO THE CITY LIMITS; ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

Mayor Johnson opened the Second Public Hearing at 7:11 P.M. to hear comments on the unilateral annexation of 19 tracts of land consisting of approximately 70 acres of land located in Hays County, Texas, generally located South of Goforth Road/Bebee Road and both East and West sides of Goforth and contiguous to the city limits. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:11 P.M.

SECOND PUBLIC HEARING AND COMMENTARY REGARDING THE UNILATERAL ANNEXATION OF APPROXIMATELY 98.930 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, GENERALLY LOCATED NORTH OF E. RR 150, EAST OF CR 152 (ALSO KNOWN AS HEIDENREICH LANE), WEST OF STATE HIGHWAY 21, AND ADJACENT TO CR 202; ~ *Sofia Nelson, Director of Planning*

- 2nd Public Hearing

CITY COUNCIL SPECIAL MEETING

November 26, 2013 – Page 6

Kyle City Hall

Mayor Johnson opened the Second Public Hearing at 7:12 P.M. to hear comments on the unilateral annexation of approximately 98.930 acres of land located in Hays County, Texas, generally located at the North of East RR 150, East of CR 152 (also known as Heidenreich Lane) West of State Highway 21 and adjacent to CR 202. With no one wishing to speak Mayor Johnson closed the Public Hearing at 7:12 P.M.

ADJOURN

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

The City Council meeting adjourned at 7:12 P.M.

Lucy Johnson, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

City Council Regular Meeting -
December 3, 2013

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - December 3, 2013 ~ *Amelia Sanchez,*
City Secretary

Other Information:

Budget Information:

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[City Council Regular Meeting - December 3, 2013](#)

Cover Memo

Item # 2

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on December 3, 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
 Sophia Nelson, Director of Planning
 Harper Wilder, Public Works Director
 Mark Shellard, IT Director
 Leon Barba, City Engineer
 Jeff Barnett, Police Chief
 Cody Faulk, City Attorney

John Atkins
 Paula Alvarez
 Dallas Lee

CALL MEETING TO ORDER

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

ROLL CALL

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

APPROVAL OF MINUTES

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

CITY COUNCIL REGULAR MEETING - NOVEMBER 19, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL SPECIAL CALLED MEETING - NOVEMBER 20, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL SPECIAL CALLED MEETING - NOVEMBER 21, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL REGULAR MEETING

December 3, 2013 – Page 2

Kyle City Hall

Council Member Hervol moved to approve the November 7, 2013 Special Called City Council Meeting Minutes, the November 19, 2013 City Council Regular Meeting Minutes, the November 20, 2013 Special Called City Council Meeting Minutes and the November 21, 2013 Special Called City Council Meeting Minutes. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Johnson opened the citizens comment period at 7:04 P.M. and called for comments on items not on the agenda or posted for public hearing. John Atkins spoke and referred to Section 4 of the City Charter that states the City is an equal opportunity employer and that remarks made by Council Member Wilson recently concerning the Municipal Judge position were racist, and comments like this should not be made by any member of the Council. He stated that Council Member Wilson should excuse himself from the interviews for Municipal Judge and asked that they follow the Charter on equal opportunity. Paula Alvarez spoke and stated she support item # 7 concerning the LAN Infrastructure Evaluation and Analysis report dealing with the downtown area. She stated she felt it was time to make the infrastructure improvements in the old downtown area. Dallas Lee thanked the Council and everyone in attendance at the "Heroes behind the Badge" performance at the PAC on November 9. With no one else wishing to speak Mayor Johnson closed Citizen's Comments at 7:17 P.M.

PRESENTATION

PRESENTATION OF EMPLOYEE OF THE MONTH FOR THE MONTH OF NOVEMBER ~ *LANNY LAMBERT, CITY MANAGER*

- Bret Lantz, Meter Technician, Utility Billing

Lanny Lambert presented the Employee of the Month for the month of November to Bret Lantz.

HEROES BEHIND THE BADGE SCREENING PRESENTATION RECOGNITION ~ *MAYOR LUCY JOHNSON, ~ JEFF BARNETT, CHIEF OF POLICE*

Mayor Johnson, Council and Chief Barnett recognized the group who helped bring the Police documentary "Heroes behind the Badge" to the Performing Arts Center.

RECOGNITION OF THE 4TH GRADUATING CLASS OF THE KYLE CITIZEN'S POLICE ACADEMY ~ *JEFF BARNETT, CHIEF OF POLICE*

CITY COUNCIL REGULAR MEETING

December 3, 2013 – Page 3

Kyle City Hall

Chief Barnett and Officer James Plant introduced the 4th Graduating Class of the Kyle Citizen's Police Academy.

- *Geraldine Swazey*
- *Wendy Bates*
- *Adrian Alonzo*
- *William Musser*
- *Edward Ortman*
- *Josette Fulton*
- *Mark Thrift*
- *Mario Treybig*
- *Joseph Olson*
- *Viviana Olson*
- *Michael Olfers*
- *Lynn Cohee*
- *Debra Britt*
- *Robert Crandall*
- *Rachel Plant*
- *Laura Herring*

RECOGNITION OF THE KYLE CITIZEN'S POLICE ACADEMY ALUMNI ASSOCIATION EXECUTIVE BOARD AND MEMBERS ~ *JEFF BARNETT, CHIEF OF POLICE*

Chief Barnett introduced the Kyle Citizen's Police Academy Alumni Association Executive Board and Members.

CONSENT AGENDA

CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DEAN ACTUARIES, LLC., OF DALLAS, TEXAS, FOR \$5,800.00 TO PROVIDE INDEPENDENT ACTUARIAL VALUATION SERVICES FOR THE CITY OF KYLE'S POST-EMPLOYMENT BENEFITS (OPEB) PLAN THROUGH FISCAL YEAR ENDING SEPTEMBER 30, 2013. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

(Second Reading) AN ORDINANCE TO AMEND THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2013-14 BY INCREASING TOTAL APPROPRIATIONS IN THE CITY'S GENERAL FUND FOR THE COMMUNICATIONS & COMMUNITY DEVELOPMENT DEPARTMENT BY \$10,000.00 AND DECREASING THE FUND BALANCE IN THE GENERAL FUND BY THE SAME AMOUNT TO PAY FOR THE

RETAINER AGREEMENT WITH HERRERA & BOYLE, PLLC, TO REPRESENT THE CITY OF KYLE IN CONNECTION WITH THE PENDING MONARCH UTILITIES' 2013 APPLICATION TO CHANGE RATES/TARIFFS. ~ *Perwez A. Moheet, CPA, Director of Finance*

CITY COUNCIL REGULAR MEETING

December 3, 2013 – Page 4

Kyle City Hall

(Second Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ESTABLISHING DISCOVERY PROCEDURES FOR CONTESTED CASES INVOLVING PUBLIC UTILITIES; SETTING AN EFFECTIVE DATE FOR THIS ORDINANCE; CONTAINING A SAVING CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT. ~ *Jerry Hendrix, Director of Community Developmen*

CONSIDER RATIFICATION OF EMERGENCY PURCHASE DUE TO FAILURE OF CITY'S TELEPHONE SYSTEM HARDWARE AND AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO TELEPHONE CONNECTION OF AUSTIN, TEXAS, IN THE AMOUNT OF 4,710.50 AND ALCON DATA-TEL SOLUTIONS OF AUSTIN, TEXAS IN THE AMOUNT OF \$454.00 FOR LABOR, EQUIPMENT, AND MATERIALS. ~ *MARK SHELLARD, DIRECTOR OF INFORMATION TECHNOLOGY*

(Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 4.426 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'W' WAREHOUSE DISTRICT, ON PROPERTY LOCATED AT 1108 PORTER STREET, IN HAYS COUNTY, TEXAS(DALE & LANETTE LOWDEN Z-13-016); 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*

(Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 2.378 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'W' WAREHOUSE DISTRICT, ON PROPERTY LOCATED AT 1108-C PORTER STREET, IN HAYS COUNTY, TEXAS (BLAKE & RAMONA BROWN Z-13-017); 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
December 3, 2013 – Page 5
Kyle City Hall

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

Planning and Zoning Commission voted 7-0 to approve the preliminary plan.

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

Planning and Zoning Commission voted 7-0 to approve the final plat

PLUM CREEK PHASE 1 SECTION 6E 2-1 - PRELIMINARY PLAN (PP-13-004)
11.256 ACRES; 62 LOTS; LOCATED BETWEEN EXTENSION OF KIRBY AND
EXTENSION OF SANDERS, ADJACENT TO THE GOLF COURSE; OWNER: PLUM
CREEK DEVELOPMENT PARTNERS, LTD.; AGENT: ALAN RHAMES, P.E.,
AXIOM ENGINEERS, INC. ~ SOFIA NELSON, DIRECTOR OF PLANNING

Planning and Zoning Commission voted 7-0 to approve the preliminary plan.

PLUM CREEK PHASE 1 SECTION 6E 2-1 - FINAL PLAT (FP-13-011)
11.256 ACRES; 62 LOTS; LOCATED BETWEEN EXTENSION OF KIRBY AND
EXTENSION OF SANDERS, ADJACENT TO THE GOLF COURSE;
OWNER: PLUM CREEK DEVELOPMENT PARTNERS, LTD.
AGENT: ALAN RHAMES, P.E., AXIOM ENGINEERS, INC.
~ SOFIA NELSON, DIRECTOR OF PLANNING

Planning and Zoning Commission voted 7-0 to approve the plat

Council Member Hervol moved to Approve Consent Agenda Item #9 ~ Authorizing the City Manager to execute a professional services agreement with DEAN ACTUARIES, LLC., of Dallas, Texas, for \$5,800.00 to provide independent actuarial valuation services for the City of Kyle's Post-Employment Benefits (OPEB) Plan through Fiscal Year ending September 30, 2013;

CITY COUNCIL REGULAR MEETING
 December 3, 2013 – Page 6
 Kyle City Hall

Item # 10 *(Second Reading)* An Ordinance to amend the City's approved budget for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund by \$10,000.00 and decreasing the Fund Balance in the General Fund by the same amount to pay for the retainer agreement with Herrera & Boyle, PLLC, to represent the City of Kyle in connection with the pending Monarch Utilities 2013 application to change rates/tariffs.

Item # 11 ~ *(Second Reading)* An Ordinance of the City of Kyle, Texas, establishing Discovery Procedures for contested cases involving Public Utilities; **Item # 12** ~ Ratification of emergency purchase due to failure of City's telephone system hardware and authorize issuance of Purchase Orders to TELEPHONE CONNECTION of Austin, Texas, in the amount of 4,710.50 and ALCON DATA-TEL SOLUTIONS of Austin, Texas in the amount of \$454.00 for labor, equipment, and materials; **Item # 13** ~ *(Second Reading)* An Ordinance amending Chapter 53 (Zoning) for the purpose of rezoning approximately 4.426 acres of land from 'R-1' Single Family to 'W' Warehouse District located at 1108 Porter Street. (DALE & LANETTE LOWDEN Z-13-016); **Item #14** ~ *(Second Reading)* An Ordinance amending Chapter 53 (Zoning) for the purpose of rezoning approximately 2.378 acres of land from 'R-1' Single Family to 'W' Warehouse District located at 1108-C Porter Street(Blake and Ramona Brown); **Item # 15** ~ Plum Creek Phase 1 Section 6E-3 - Preliminary (PP-13-006) 4.689 acres; 28 Lots Located immediately north of the intersection of Fairway and Sanders; **Item # 16** ~ Plum Creek Phase 1 Section 6E-3 - Final Plat (FP-13-013)4.689 acres; 28 Lots Located immediately north of the intersection of Fairway and Sanders; **Item # 17** ~ Plum Creek Phase 1 Section 6E 2-1 - Preliminary Plan (PP-13-004)11.256 acres; 62 Lots Located between extension of Kirby and extension of Sanders, adjacent to the Golf Course; **Item # 18** ~ Plum Creek Phase 1 Section 6E 2-1 - Final Plat (FP-13-011) 11.256 acres; 62 Lots Located between extension of Kirby and extension of Sanders, adjacent to the Golf Course. Mayor Pro Tem LeMense seconds the motion. All aye. Motion carried.

CONSIDER AND POSSIBLE ACTION

CONSIDER AND POSSIBLE ACTION REGARDING A REQUEST BY TEXAS GAS SERVICE TO ASSIGN THEIR FRANCHISE WITH THE CITY OF KYLE TO ONE GAS, INC. ~ *CODY FAULK, CITY ATTORNEY*

Council Member Hervol moved to approve a request by Texas Gas Service to assign their franchise with the City of Kyle to ONE Gas, Inc. Council Member Bryant seconds the motion. All aye. Motion carried.

COUNCIL REQUESTED AGENDA ITEMS

DISCUSS LAN INFRASTRUCTURE EVALUATION AND ANALYSIS REPORT AND TAKE POSSIBLE ACTION AS NEEDED. ~ *BECKY SELBERA, COUNCIL MEMBER DISTRICT 2*

CITY COUNCIL REGULAR MEETING

December 3, 2013 – Page 7

Kyle City Hall

City Manager Lanny Lambert asked Drew Hardin to again present the Infrastructure and Analysis report done and previously presented to Council by LAN.

Mayor Johnson stated she would suggest that staff come up with a list of priorities for the downtown area both water and wastewater along with some roads, especially with the costs associated for each of those projects. Council Member Selbera stated that she would like to include Third Street.

CITY MANAGERS REPORT

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

- Discuss a date for a Joint Workshop with City Council and Planning and Zoning.
- City Attorney Search Timeline
- December 18, 2013 Special Called Meeting for 2nd and Final reading of Annexation Ordinances
- Santa's Arrival & Tree Lighting Ceremony December 4, 2013 from 4:30 pm to 9:00 pm

City Manager Lanny Lambert asked Council for a date for the joint workshop with Planning and Zoning, and January 7, 2014 at 6:30 P.M. was selected. The Council decided to have the top 5 candidates for the City Attorney by December 17th and interviews on January 2, 2014 at 7:00 P.M. Mr. Lambert notified Council of the 1st and 2nd reading of the ordinances for annexations, and about the tree lighting ceremony scheduled for the next evening.

ADJOURN

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

The City Council meeting adjourned at 8:22 P M.

Lucy Johnson, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Consideration Of Nomination for Appointment to the Long Range Planning Committee

Meeting Date:
12/17/2013
Date time: 7:00 PM

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

- Kenneth Christie

Other Information:

Budget Information:

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

Attachments / click to download

 [Committee Application](#)

8/2/12

City of Kyle Mail - City of Kyle Texas Website submission Committee Volunteer Application



Grace Nino <gracenino@cityofkyle.com>

City of Kyle Texas Website submission: Committee Volunteer Application

City of Kyle Texas <webmaster@cityofkyle.com>

Thu, Aug 2, 2012 at 1:56 PM

To: gracenino@cityofkyle.com

Submitted on Thursday, August 2, 2012 - 13:56

Submitted by anonymous user: [24.28.1.56]

Submitted values are:

Name: Kenneth J. Christie

Address: 112 Indigo Cove

E-Mail: njgcards@yahoo.com

Best Phone Number to Reach You: 512-262-0268

Sub Division: Hometown Kyle

Committees you are interested in:

Planning and Zoning Commission

Strategic Planning and Finance

Professional, Education and Work Background:

BS - Management - Rutgers University

1966-68 US Army - Sergeant- First Infantry Division - Vietnam Conflict

1965-2002(retired) Union Carbide Corporation-various positions in NJ, TX, and LA incl. Manufacturing Production

Supervisor; Technology Licensing Contract Manager with primary liaison responsibility for Far East licensees;

Facilities Manager-Bound Brook, NJ R&D Center, Manager of Facilities Planning Bound Brook, NJ R&D Center

Previous or Current Community/Committee Involvements:

Member of Architectural Change Committee - Hometown Kyle HOA

Active member of VFW Post 12058 Kyle/Buda

Graduate of Hays County Sheriff's Citizens Academy and active member of the Alumni Association

Graduate of the Kyle Police Citizen's Academy and charter member of the Alumni Association

Ongoing participant in the Kyle Leadership Academy

Special Knowledge or Experience: Lengthy work experience involving leading, planning, organizing, and communicating activities including responsibility for multi-million dollar operating budgets

How long have you been a Kyle resident? 5 years

Today's Date: 2012-08-02

Other Comments:

Item # 3



CITY OF KYLE, TEXAS

Consideration of Nomination to the Ethics Commission

Meeting Date:
12/17/2013
Date time: 7:00 PM

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

- Robby Saul

Other Information:

Budget Information:

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

Attachments / click to download

 [Committee Application](#)



Amelia Sanchez <asanchez@cityofkyle.com>

Committee Application

Online committee application <webmaster@cityofkyle.com>

Fri, Nov 22, 2013 at 8:13 AM

To: asanchez@cityofkyle.com

Submitted on Friday, November 22, 2013 - 08:13

Submitted by anonymous user: [24.28.23.127]

Submitted values are:

Name: Robert Saul

Address: 246 San Felipe Dr.

E-Mail: saulrobby@gmail.com

Best Phone Number to Reach You: 504-261-5902

Sub Division: Silverado at Plum Creek

Committees you are interested in: ethics

Professional, Education and Work Background: Working towards BS degree in Human Resources. Worked as Sales Manager in large box retail for past 12 years.

Previous or Current Community/Committee Involvements: N/A

Special Knowledge or Experience: Passion for community involvement to make Kyle a wonderful city to live and work in.

How long have you been a Kyle resident? 6 years

Today's Date: 2013-11-22

Other Comments:

Item # 4



CITY OF KYLE, TEXAS

PO to LCRA for KPD's Radio System Upgrade

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) in an amount not to exceed \$218,463.84 to replace and install new software, hardware, and associated equipment including dispatch station consoles, handheld radios, batteries, and chargers in order to upgrade the Police Department's entire radio system to OpenSky 900 MHz Digital system. (Funding to be provided from the issuance of planned 2014 Tax Notes) ~ *Jeff Barnett, Chief of Police*

Other Information:

Budget Information: The funding for this Purchase Order will be from the proceeds of 2014 Tax Notes planned for City Council's review and authorization in May 2014. A Fiscal Note is attached.

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

Attachments / click to download

[Cost Sheet for KPD Radio System Upgrade](#)

[Fiscal Note](#)

Kyle Police Department
All Equipment-Upgrade to OpenSky 900 MHz Digital

Updated 7/11/13

Description	Qty.	Price	Total Harris
Kyle PD Mobiles			
Harris M5300 900 MHz OpenSky Scan, Remote Mount Mobile Radio. Includes removal of old equipment, installation of new equipment, coax, antenna ADDED 2 FOR WARRANT AND COMMAND ON 7/11	19	\$2,899.67	\$55,093.80
OpenSky Software upgrade on existing M5300 mobiles	2	\$143.00	\$286.00
Total Kyle PD Mobiles			\$55,379.80
Kyle PD Handhelds			
Harris Unity P25 700/800/VHF Handheld. Includes P25 Trunking, Phase II P25, Li-Po battery, Charger, Belt Clip, Antenna, Speaker Mic, Extra Li-Po Battery	1	\$4,716.86	\$4,716.86
Total Kyle PD P25 700/800/VHF Handheld			\$4,716.86
Harris P5350 900 MHz OpenSky Scan Handheld Radio. Includes radio, belt clip, charger, Li-Po battery, lapel mic, elevated feed antenna, holster, rugged volume and talk group knob	26	\$1,946.02	\$50,596.58
Harris P5350 900 MHz OpenSky Scan Handheld Radio. Includes radio, belt clip, charger, Li-Po battery, elevated feed antenna, rugged volume and talk group knob ADDED 7/11- SPARE FOR DISPATCH AND PROPERTY - no lapel mics or holsters	2	\$1,753.05	\$3,506.10
Desk Charger, Single for P5300	2	\$85.80	\$171.60
Spare Batteries, Li-Polymer for P5300	26	\$77.02	\$2,002.58
Total Kyle PD 900 MHz Handhelds			\$56,276.87
Total Kyle PD Handhelds and Accessories			\$60,993.72
Kyle PD Control Stations			
3 Control Station Change outs. Includes Harris M5300 900 MHz OpenSky Scan, Front Mount Radio, Desk Mic and labor	3	\$2,290.95	\$6,872.85
Total Kyle PD Control Stations			\$6,872.85
Kyle PD Console Upgrade			
Upgrade 2 current EDACS consoles to IP as part of migration to 900 MHz OpenSky digital.	2	\$22,115.01	\$44,230.01
Total Kyle PD Console Upgrades			\$44,230.01
Total to replace/upgrade current equipment			\$167,476.39
Kyle PD New IP Dispatch Console			
1 complete Harris IP Console, including touch screen monitor, 6 wire headset jack box, footswitch and desk mic. Price is contingent upon 2 existing EDACS consoles first being upgraded to IP (as that router equipment would then be used for the new console).	1	\$50,987.45	\$50,987.45
Total Kyle PD New Dispatch Console			\$50,987.45
Total Cost to replace/upgrade existing equipment and add new console position			\$218,463.84



Telecommunications Work Sheet

Proposal

Telecommunications

6641 E. Ben White Blvd, Austin, TX 78744

24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445

Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299

Customer: KYLE POLICE DEPARTMENT

Work Order #: 2785912

Address: P. O. Box 40

Proposal Date: 12/11/2013*

Kyle, Texas 78640-0040

* Proposal good for 30 days beyond date listed above.

Statement of Work: Kyle Police Department - 900 MHz OpenSky Migration - Mobile Radios

Purchase Order # PO:

Task ID #: 92070

Mobiles and Accessories

		<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
<u>Labor</u>				
		19.0	50.00000	950.00000
		19.0	250.00000	4,750.00000
				5,700.00
<u>Material</u>				
1601002030	Antenna, Larsen 890-960 MHz NMO Tessco# 60308	19.0	0.00000	0.00000
1601002300	Coax/58 NMO mount	19.0	0.00000	0.00000
1605012750	Noise Suppressor Laird Tech15 AMP Tessco # 64358 Mfg #NS1535	19.0	22.19592	421.72250
1604006144	Relay 30 Amp	19.0	4.85287	92.20453
1608007220	RADIO, M5300 OPENSky MOBILE 900 MHz SCAN REMOTE MOUNT	19.0	2,527.52500	48,022.97500
	Faceplates (Fits around radio in console)	19.0	23.10000	438.90000
	Mounting Brackets for radios (to fit vehicle consoles)	19.0	22.00000	418.00000
				49,393.80
			Task Total:	55,093.80

Task ID #: 99010

Features Options Encryption Codes

		<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
<u>Material</u>				

This is not an invoice - Do not pay

Item # 5
Page 1 of 2



Telecommunications Work Sheet

Proposal

Telecommunications

6641 E. Ben White Blvd, Austin, TX 78744

24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445

Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299

Radio, Encryption, OpenSky Voice	2.0	143.00000	286.00000
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286.00

Task Total: 286.00

Job Total: 55,379.80



Telecommunications Work Sheet

Proposal

Telecommunications

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

Customer: KYLE POLICE DEPARTMENT

Work Order #: 2798414

Address: P. O. Box 40

Proposal Date: 12/11/2013*

Kyle, Texas 78640-0040

* Proposal good for 30 days beyond date listed above.

Statement of Work: Kyle Police Department - Unity P25 700/800/VHF Handheld Radio

Purchase Order # PO:

Comments Comments:

Task ID #: 91070

Portables and Accessories

Qty

Unit Cost

Ext Cost

Material

Unity XG-100 Portable, P25 Trunking, Full Spectrum, includes Phase II, Belt Clip, Li-Po Battery, Desk Charger, Antenna, Speaker Mic	1.0	4,616.75500	4,616.75500
Unity Battery, Li-Po, XPPA3A	1.0	100.10000	100.10000

4,716.86

Task Total: 4,716.86

Job Total: 4,716.86

This is not an invoice - Do not pay

Item # 5
Page 1 of 1



Telecommunications Work Sheet

Proposal

Telecommunications

6641 E. Ben White Blvd, Austin, TX 78744

24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445

Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299

Customer: KYLE POLICE DEPARTMENT

Work Order #: 2785901

Address: P. O. Box 40

Proposal Date: 12/11/2013*

Kyle, Texas 78640-0040

* Proposal good for 30 days beyond date listed above.

Statement of Work: Kyle Police Department - 900 MHz OpenSky Migration - Handheld Radios

Purchase Order # PO:

Task ID #: 91070

Portables and Accessories

		<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
<u>Labor</u>				
		4.2	65.00000	273.00000
				<u>273.00</u>
<u>Material</u>				
1608007741	Case, Leather W/Swivel and Belt Loop, for P5300 MAEX-NHC9L	26.0	92.95000	2,416.70000
1608007176	Microphone, Lapel for P5300 Part # MAEX-NAE9D	26.0	96.52500	2,509.65000
1608007726	Charger, Desk P5300 Part # MAEX-NCH9T	2.0	85.80000	171.60000
1605011853	Knob, Complete Kit, P5400, DW Part #MA-013713	28.0	32.17500	900.90000
1608007240	RADIO, P5350 OPENSKY PORTABLE 900 MHz SCAN	28.0	1,605.17500	44,944.90000
	Antenna, 896-941 MHz, Elevated Feed, EXE-902-MD	28.0	32.17500	900.90000
1608007704	BATTERY, P5300 Li-Polymer Model # HNPA9-LiP	28.0	77.02248	2,156.62955
1608007704	BATTERY, P5300 Li-Polymer Model # HNPA9-LiP	26.0	77.02248	2,002.58458
				<u>56,003.86</u>
			Task Total:	56,276.86
			Job Total:	56,276.86

This is not an invoice - Do not pay

Item # 5
Page 1 of 1



Telecommunications Work Sheet

Proposal

Telecommunications

6641 E. Ben White Blvd, Austin, TX 78744

24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445

Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299

Customer: KYLE POLICE DEPARTMENT**Work Order #:** 2785921**Address:** P. O. Box 40**Proposal Date:** 12/11/2013*

Kyle, Texas 78640-0040

* Proposal good for 30 days beyond date listed above.

Statement of Work: Kyle Police Department - 900 MHz OpenSky Migration - Desktop Control Station Changeouts

Purchase Order # PO:

Comments Comments:

Task ID #: 92070

Mobile Radios

	<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
Material			
1608007200 RADIO, M5300 OPENSKY MOBILE 900 MHz SCAN FRONT MOUNT	3.0	2,068.00000	6,204.00000
			6,204.00
		Task Total:	6,204.00

Material

1608007200

RADIO, M5300 OPENSKY
MOBILE 900 MHz SCAN
FRONT MOUNT

3.0

2,068.00000

6,204.00000

6,204.00

Task Total: 6,204.00

Task ID #: 93010

Control Station Swap Out

	<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
Labor			
	6.0	65.00000	390.00000
			390.00
Material			
1608007717 Microphone, Desk M5300 MAHK-NMC7Y	3.0	92.95003	278.85010
			278.85
		Task Total:	668.85
		Job Total:	6,872.85

Labor

6.0

65.00000

390.00000

390.00

Material

1608007717

Microphone, Desk M5300
MAHK-NMC7Y

3.0

92.95003

278.85010

278.85

Task Total: 668.85

Job Total: 6,872.85



Telecommunications Work Sheet

Proposal

Telecommunications

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24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445

Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299

Customer: KYLE POLICE DEPARTMENT**Work Order #:** 2785930**Address:** P. O. Box 40**Proposal Date:** 12/11/2013*

Kyle, Texas 78640-0040

* Proposal good for 30 days beyond date listed above.

Statement of Work: Kyle Police Department - Console Upgrade: EDACS to IP

Purchase Order # PO:

Task ID #: 99020

Console Upgrade: EDACS to IP

	<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
<u>Material</u>			
Console Upgrade, Partial : EDACS to IP Customer will utilize existing touch screen monitors, jack boxes, foot switches, and mic	2.0	21,950.00500	43,900.01000
Keypads for IP Console Upgrades	2.0	165.00000	330.00000
			44,230.01
		Task Total:	44,230.01
		Job Total:	44,230.01



Telecommunications Work Sheet

<i>Proposal</i>

Telecommunications

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

Customer: KYLE POLICE DEPARTMENT

Work Order #: 2798410

Address: P. O. Box 40

Proposal Date: 12/11/2013*

Kyle, Texas 78640-0040

* Proposal good for 30 days beyond date
 listed above.

Statement of Work: Kyle Police Department - Complete New IP Console

Purchase Order # PO:

Task ID #: 99020

IP Console-Complete, New

	<u>Qty</u>	<u>Unit Cost</u>	<u>Ext Cost</u>
<u>Material</u>			
1 complete Harris IP Console, including touch screen monitor, 6 wire headset jack box, footswitch and desk mic. Price is contingent upon 2 existing EDACS consoles first being upgraded to IP in order to utilize the same router equipment.	1.0	50,822.45000	50,822.45000
Keypad for new IP console	1.0	165.00000	165.00000
			50,987.45
Task Total:			50,987.45
Job Total:			50,987.45

Material

1 complete Harris IP Console, including touch screen monitor, 6 wire headset jack box, footswitch and desk mic. Price is contingent upon 2 existing EDACS consoles first being upgraded to IP in order to utilize the same router equipment.

1.0	50,822.45000	50,822.45000
-----	--------------	--------------

Keypad for new IP console

1.0	165.00000	165.00000
-----	-----------	-----------

50,987.45

Task Total:	50,987.45
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Job Total:	50,987.45
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City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 17, 2013
CONTACT CITY DEPARTMENT: Police Department
CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT:

Authorize award and execution of a Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) in an amount not to exceed \$218,463.84 to replace and install new software, hardware, and associated equipment including dispatch station consoles, handheld radios, batteries, and chargers in order to upgrade the Police Department's entire radio system to OpenSky 900 MHz Digital system. (Funding to be provided from the issuance of planned 2014 Tax Notes)

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to LCRA in the amount of \$218,463.84 will require expenditure of funds from the planned issuance of 2014 Tax Notes in May 2014.

1. City Department:	Police Department
2. Project Name:	Radio System Upgrade to 900 MHz Digital
3. Budget/Accounting Code(s):	To Be Determined
4. Funding Source:	Planned 2014 Tax Notes
5. Current Appropriation:	\$ 2,219,908.00
6. Unencumbered Balance:	\$ 2,219,908.00
7. Amount of This Action:	\$ (218,463.84)
8. Remaining Balance:	<u>\$ 2,001,444.16</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to LOWER COLORADO RIVER AUTHORITY (LCRA) for the upgrade of the Police Department's entire radio system to OpenSky 900 MHz Digital system will be provided from the proceeds of the planned 2014 Tax Notes.

It should be noted that in May 2014 the City Council will consider authorizing the issuance of 2014 Tax Notes totaling approximately \$2.2 million as reviewed and approved during the FY 2013-14 budget deliberations. Should the City Council decide in May 2014 that it does not wish to issue the 2014 Tax Notes as initially planned, the City's General Fund balance will be required to cover the financial obligation to LCRA as created by this Purchase Order.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 12/11/2013

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Catalyst Commercial FY 2013-2014 Contract Review

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Consider authorizing the City Manager to execute a 12-month professional services agreement with CATALYST COMMERCIAL, INC., of Dallas, Texas, in an amount not to exceed \$18,000.00 to provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle for the period October 1, 2013 through September 30, 2014. ~ *Diana Blank-Torres, Director of Economic Development*

Other Information:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Catalyst Commercial contract](#)
- [Fiscal Note](#)

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
 COUNTY OF HAYS §

This Agreement (hereinafter "AGREEMENT") is made by between the **Kyle Economic Development Department** (hereinafter "**KEDD**"), a Texas city organized under its Home Rule Charter, acting by and through its City Manager, and **Catalyst Commercial, Inc.**, (hereinafter "**CONSULTANT**") a Texas corporation, acting by and through its authorized representatives:

RECITALS:

WHEREAS, the **KEDD** desires to have the **CONSULTANT** provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle, Texas ("SERVICES"); and

WHEREAS, **CONSULTANT** has the knowledge, ability and expertise to provide such SERVICES needed by the **KEDD**; and

WHEREAS, the **KEDD** desires to engage the services of **CONSULTANT**, as an independent contractor and not as an employee, to provide the SERVICES under the terms and conditions provided in this AGREEMENT;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

A. TERM / TERMINATION

1. The term of this AGREEMENT shall begin on October 1, 2013. This AGREEMENT shall continue until **September 31, 2014**, unless sooner terminated as provided herein. This Agreement may be automatically extended, upon election of KEDD on an annual basis, if so elected.

2. This Agreement may be terminated prior to the end of the term by either party, for any reason or for no reason, at any time upon thirty (30) days written notice by registered or certified mail, return receipt requested, addressed to the other party at the addresses listed below; provided, that in any such case, the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

B. SCOPE OF SERVICES / RESPONSIBILITY OF THE PARTIES

1. **CONSULTANT's Responsibilities and Authority.**

PROJECT: The Project is described as follows:

a) Catalyst shall prepare a kick off conference call to update the KEDD of results and statistics of Catalyst efforts in Kyle since Catalyst's initial engagement.

b) Additional
 Research/Updates i) Create
 Inventory

(1) In collaboration with KEDD staff, Catalyst shall update a current inventory

Item # 6

Professional Services Agreement – Page 1 of 3

of commercial properties to include current use(s) and occupancy status, availability for sale or lease, owner (and listing broker, if applicable), building condition, square footage and other applicable characteristics for Kyle.

- (2) Update targeted list of national, regional and local retailers
- ii) Update demographics
 - iii) Create or update data needed to establish a market profile; and conduct a demand analysis to determine potential for additional retail.
- c) Recruitment
- i) Update strategy for attracting the appropriate retail to Kyle;
 - ii) Update marketing and leasing plan to implement the retail strategy.
 - iii) Create a targeted retail marketing materials for each retailer that fit the retail profile of Kyle.
 - iv) Identify location and site preferences for national and chain retail store: required gross leasable area, minimum frontage, parking requirements, traffic and access, demographic preferences, and desirable co-tenants
 - v) Assess current property and retail space “readiness” to attract retailers; and as needed, Catalyst will make recommendations to the KEDD and property owners on changes necessary in retail spaces to maximize retail opportunities.
 - vi) Assist KEDD staff with retail contacts and negotiations with property owners/retail prospects.
 - viii) Identify and provide a list of top developers, brokerage and leasing contacts in the Austin Region to KEDD for strategic retail recruitment efforts;
 - ix) Catalyst shall continue retail recruitment and negotiations to include monthly updates.
- d) Assist KEDD with ICSC meetings and collateral at Texas ICSC events and ReCon in Vegas in 2014.

Reporting: During the term of this AGREEMENT, CONSULTANT shall provide brief monthly written reports to the KEDD detailing the status of CONSULTANT’S delivery of the SERVICES.

Subconsultant and Third Party Vendors: CONSULTANT may enlist the efforts of CONSULTANT’S associates, and all CONSULTANT’S associates shall devote an amount of time and effort on CLIENT’S behalf as CONSULTANT, in CONSULTANT’S sole discretion, determines necessary to carry out the duties described in this AGREEMENT. CONSULTANT and CONSULTANT’s employees, agents, affiliates, and associates are entitled to engage in other business activities including, but not limited to, representing other principals, listing properties for sale or lease, and presenting the same properties to other prospects.

Time of Completion: A project schedule, shown in Attachment “A” is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.

Successors and Assigns: The KEDD and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to

partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the KEDD nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the KEDD and the Consultant.

Renewal. This Agreement shall be renewed automatically on its anniversary date, unless terminated earlier by either party.

Fee Schedule: Consultant shall complete the SERVICES based upon the fee schedule below:

1. ICSC		Incl.
2. Recruitment	12 months at \$1,500/M	<u>\$18,000</u>
Total for SERVICES		\$18,000

Closure: By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.



KYLE ECONOMIC
DEVELOPMENT CORP.

CATALYST COMMERCIAL, INC
a Texas Corporation

By: _____
Lanny Lambert, City Manager

By:  _____
Jason Claunch, President

Date: _____

Date: _____

Kyle Economic Development Department

CATALYST COMMERCIAL
4307 Mckinney Avenue #13
Dallas, Texas 75205

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 17, 2013
 CONTACT CITY DEPARTMENT: Economic Development
 CONTACT CITY STAFF: Diana Blank-Torres, Director

SUBJECT:

Consider authorizing the City Manager to execute a 12-month professional services agreement CATALYST COMMERCIAL, INC., of Dallas, Texas, in an amount not to exceed \$18,000.00 to provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle for the period October 1, 2013 through September 30, 2014.

CURRENT YEAR FISCAL IMPACT:

The fee paid under this professional services agreement with CATALYST COMMERCIAL will require expenditure of funds from the Economic Development Department's approved operating budget for Fiscal Year 2013-14 as follows:

1. City Department:	Economic Development Department
2. Project Name:	Economic Development Contract
3. Budget/Accounting Code(s):	110-119-55322
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 18,000.00
6. Unencumbered Balance:	\$ 18,000.00
7. Amount of This Action:	<u>\$ (18,000.00)</u>
8. Remaining Balance:	<u>\$ 0.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this professional service agreement to provide services related to developing commercial retail growth and recruitment strategies in the City of Kyle for the period October 1, 2013 through September 30, 2014 will be provided from the Economic Development Department's approved operating budget (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 12/11/2013

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Executive Session-Convene- Municipal Judge

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Section 551.074, Tex. Gov't Code, for purposes of discussing personnel matters concerning the appointment of the Municipal Judge position.

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Convene, Economic Development

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Section 551.087, Tex. Gov't Code, to deliberate offers of financial or other incentives and economic development negotiations with business prospects that the City seeks to have locate, stay or expand in or near the City

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Reconvene- Municipal Judge

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding personnel matters concerning the appointment of the Municipal Judge position.

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Reconvene, Economic Development

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Reconvene into Open Session to take any and all actions as deemed appropriate regarding offers of financial or other incentives and economic development negotiations with business prospects that the city seeks to have locate, stay or expand in or near the City

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

18.62 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First 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 attachments

Budget Information: N/A

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

Attachments / click to download

 [Ordinance and Exhibit](#)

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".

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*.

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 17th day of December, 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.

(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

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,

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

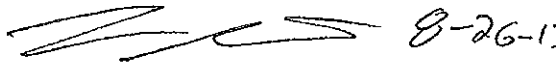
THENCE, with the common boundary line of said 18.62 acre tract, said 14.156 acre tract, a 24.863 acre tract conveyed to Rudy Cisneros and a 67.18 acre tract conveyed to Walton Texas, LP in Volume 3913, Page 496 of the O.P.R.H.C.TX, N44°50'03"E, for a distance of 1250.30 feet to a point for the northwestern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

 8-26-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 400'

APPROXIMATE LOCATION
OF SURVEY LINE

WALTON TEXAS LP
67.18 ACRES
VOL. 3913, PG. 496

RUDY CISNEROS
24.863 ACRES

S45°01'17"E
298.22'

A. PACE SURVEY, ABS. #367
Wm. HEMPHILL SURVEY, ABS. #221

18.615 ACRES
FRANCES ANN PENNINGTON
VOL. 4052, PG. 368

N44°50'03"E 1250.30'

2748.86'

N44°51'12"E 324.39'

KENNETH JOE O'BRYAN
14.156 ACRES
VOL. 1219, PG. 80

N44°51'04"E 1124.06'

S44°51'38"W

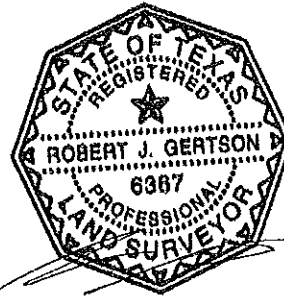
C.R. 152

WALTON TEXAS LP
696.20 ACRES
VOL. 3913 PG. 496

N35°29'55"W
301.67'

POINT OF
BEGINNING

FM 150 (R.O.W. VARIES)



8-26-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 4052, PAGE 368 (O.P.R.H.C.TX.)

CBD Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
 5501 West William Cannon Drive ♦ Austin, Texas 78749
 Phone No. (512) 260-5169 ♦ Fax No. (512) 260-5165

Item # 11



CITY OF KYLE, TEXAS

40.267 acres

Meeting Date:
12/17/2013
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 Exhibit's](#)

ORDINANCE 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*.

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 17th day of December, 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.

(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".

CITY OF KYLE

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.

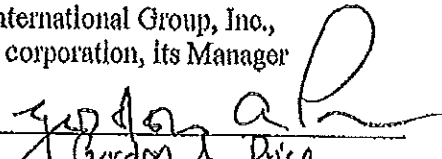
The undersigned parties certify that the above described land is contiguous to the City of Kyle Texas, is not more than one-half (1/2) mile in width, and is vacant and without residents or on which fewer than three qualified voters reside, and that this petition is signed and duly acknowledged by or on behalf of each and every person, corporation, or other entity having an interest in said land.

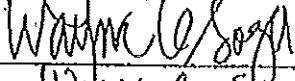
LANDOWNERS:

WALTON TEXAS, LP,
a Texas limited partnership,

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

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

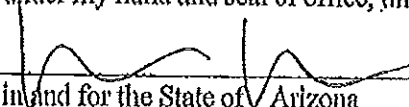
By: 
Name: Gordon A. Price
Its: Authorized Signatory

By: 
Name: Wayne G. Sebra
Its: Authorized Signatory

THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

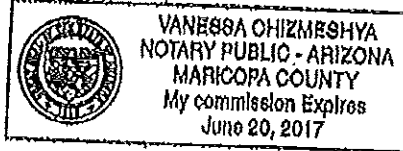
Before me, the undersigned authority, on this day personally appeared Gordon A. Price, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of September, 2013.



Notary Public in and for the State of Arizona

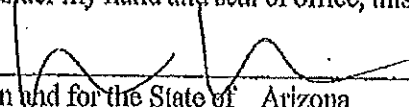
Printed Name:
Commission Expires:



THE STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

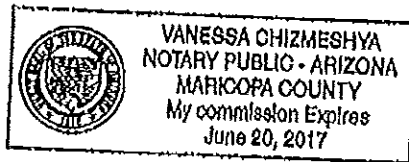
Before me, the undersigned authority, on this day personally appeared Wayne G. Souza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of September, 2013.



Notary Public in and for the State of Arizona

Printed Name:
Commission Expires:



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

By: Gordon A. Price
Name: Gordon A. Price
Its: Authorized Signatory

By: Wayne B. Souza
Name: Wayne B. Souza
Its: Authorized Signatory

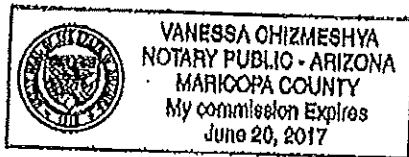
THE STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

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Given under my hand and seal of office, this 16th day of September, 2013.

[Signature]
Notary Public in and for the State of Arizona

Printed Name:
Commission Expires:



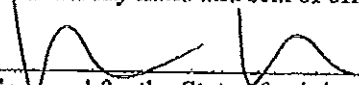
THE STATE OF ARIZONA



COUNTY OF MARICOPA

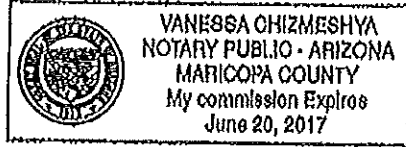
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Notary Public in and for the State of Arizona

Printed Name:
Commission Expires:



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: [Signature]
Name: Gordon A. Price
Its: Authorized Signatory

By: [Signature]
Name: Wayne G. Souza
Its: Authorized Signatory

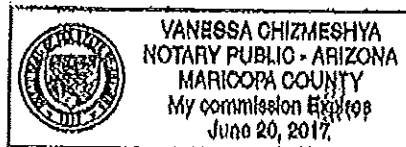
THE STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

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Given under my hand and seal of office, this 16th day of September, 2013.

[Signature]
Notary Public in and for the State of Arizona

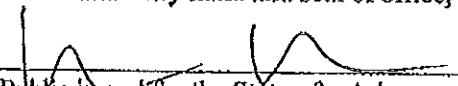
Printed Name:
Commission Expires:



THE STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

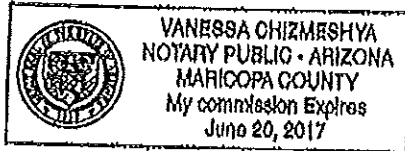
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Given under my hand and seal of office, this 16th day of September, 2013.



Notary Public in and for the State of Arizona

Printed Name:
Commission Expires:



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 FACE 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 RECORDS 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) S36°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 southwest 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 southwest corner of said "Tract 1", for the southwest 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;

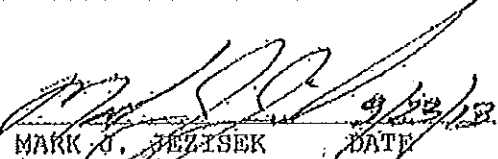
FN 13-425 (KWA)
 SEPTEMBER 23, 2013
 PAGE 5 OF 5

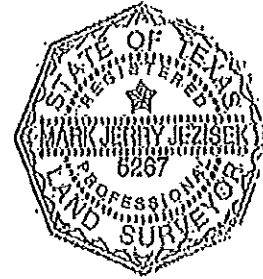
THENCE, S43°47'51"W, along the westerly line of County Road 152, being a portion of the easterly line of said "Tract 2", for the easterly line hereof, a distance of 5.00 feet to the POINT OF BEGINNING, containing an area of 0.108 acre (4,725 sq. ft.) of land, more or less, within these metes and bounds.

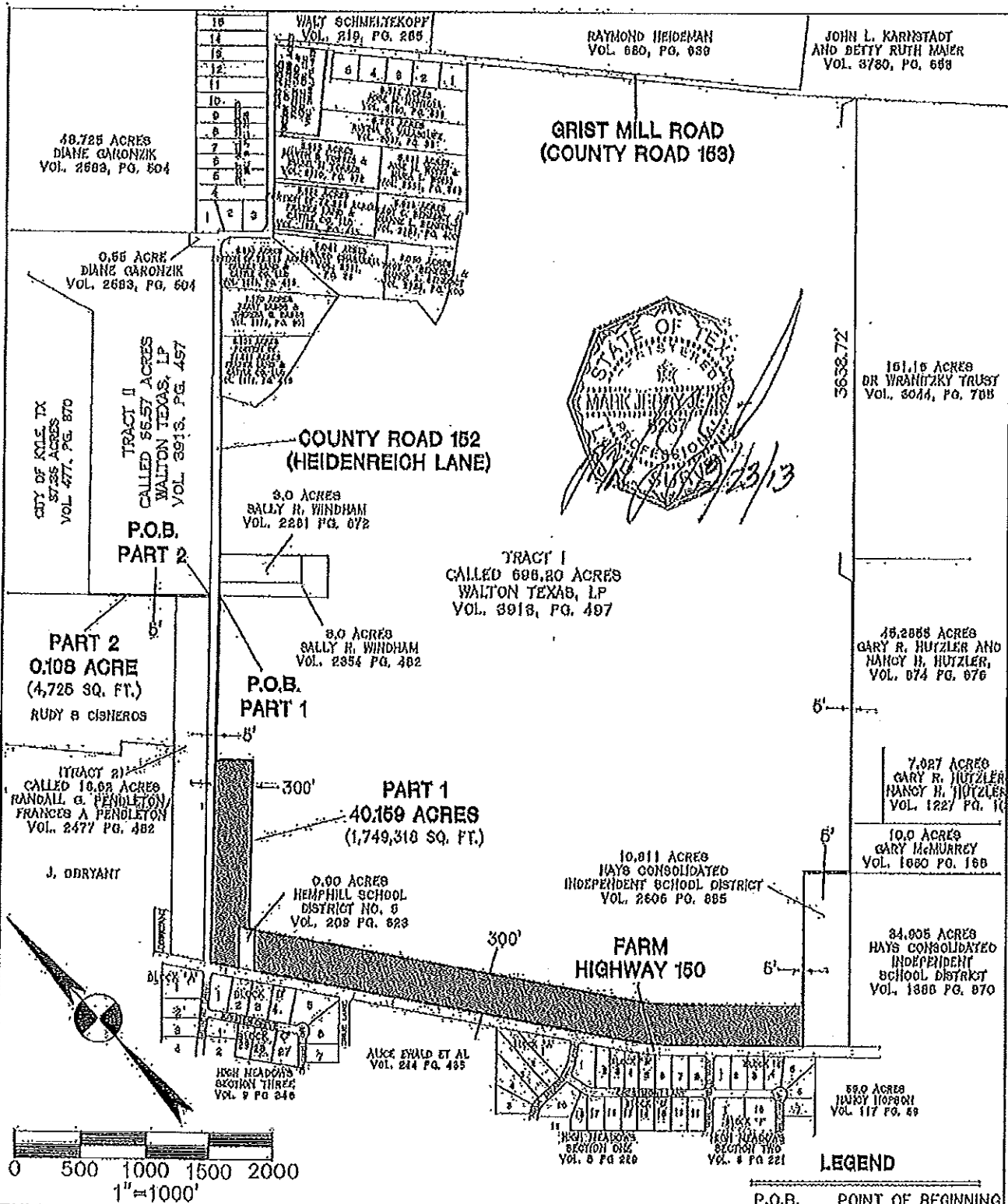
THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4304), NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK AND REFERENCED TO LCRA GPS CONTROL MONUMENTS.

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


 MARK J. JEZISEK
 R.P.L.S. NO. 5267
 STATE OF TEXAS





Bury+Partners
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512)320-0011 Fax (512)320-0326
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SKETCH TO ACCOMPANY DESCRIPTION
 OF 40.267 ACRES OF LAND SITUATED IN HAYS COUNTY TEXAS,
 OUT OF THE WILLIAM HEMPHILL SURVEY, ALBERT PACE SURVEY
 AND ROBERT CARSON SURVEY, BEING A PORTION OF THOSE TWO
 (2) TRACTS OF LAND CONVEYED TO WALTON TEXAS, LP BY
 SPECIAL WARRANTY DEED OF RECORD IN VOLUME 3913, PAGE
 497 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**CITY OF KYLE ETJ
 ANNEXATION
 PARCEL**

DATE: 09/16/13 | FILE: H:\103932\002\103932002EX1.DWG | FN No.: 13-426(KWA) | DRAWN BY: KWA | PROJ. No: 103932002



CITY OF KYLE, TEXAS

.89 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY .89 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED APPROXIMATELY 200 FEET EAST OF THE E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE) INTERSECTION; 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

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Attachments / click to download

 [Ordinance and Exhibit's](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY .89 ACRES, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED APPROXIMATELY 200 FEET EAST OF THE E. RR 150 AND CR 152 (ALSO KNOWN AS HEIDENREICH LANE) INTERSECTION 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 .89 acres of Land in Hays County, Texas that is generally located approximately 200 feet east of the CR 152 and E RR150 intersection 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*.

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 17th day of December, 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.

(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

0.89 ACRES
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
HAYS COUNTY, TEXAS
ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING A 0.89 ACRE TRACT OF LAND, CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT IN VOLUME 209, PAGE 623, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING MORE FULLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point in the northeastern right-of-way line of E FM 150 (R.O.W. varies), at the easternmost corner of said tract, also being a point in the southern line of the 696.2 acres tract conveyed to Walton Texas LP in volume 9313, page 496 of the Official Public Records of Hays County, Texas, and **POINT OF BEGINNING** of the herein described tract,

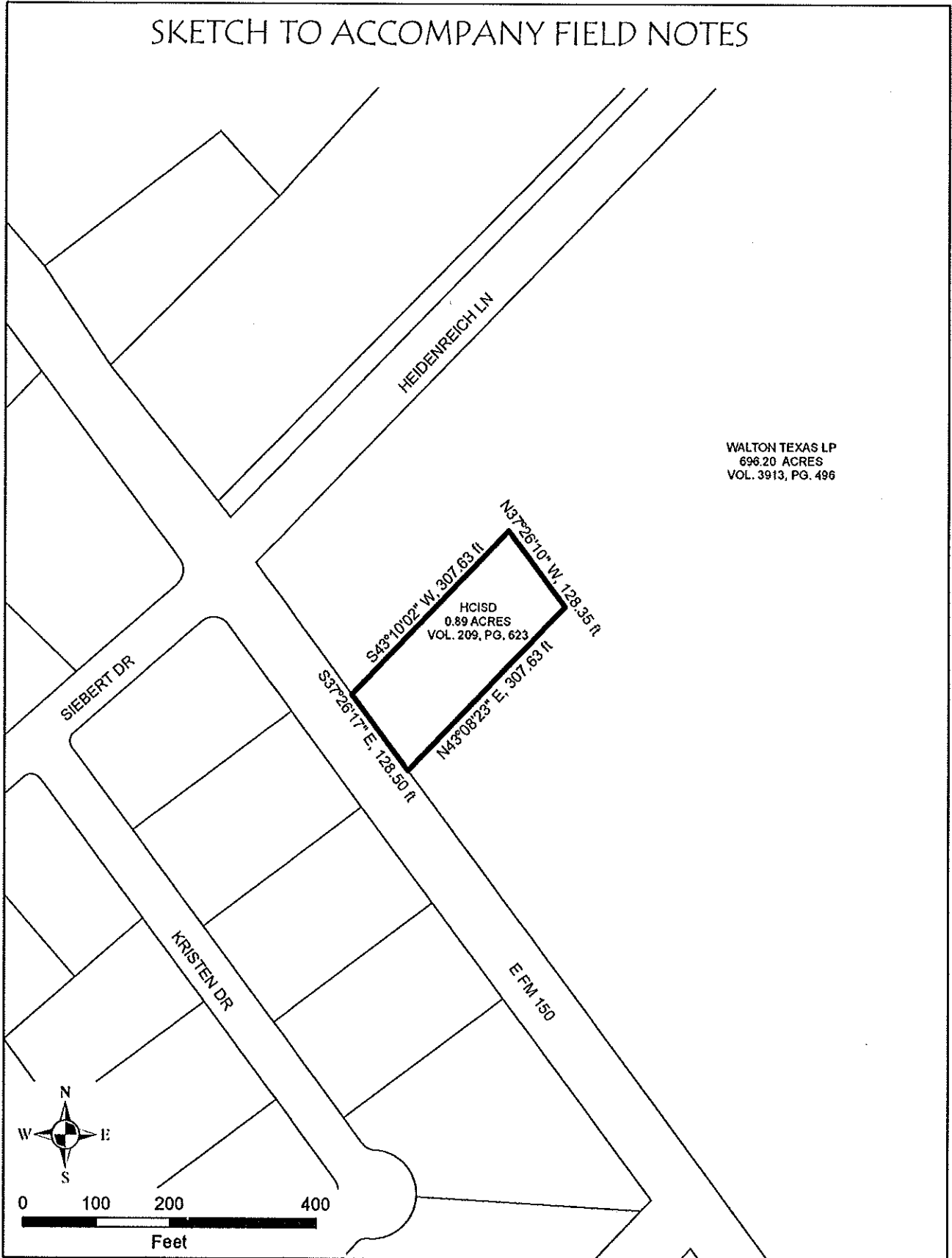
THENCE, with the common boundary line of said 696.2 acre tract and said 0.89 acre tract, the following three (3) courses and distances,

1. N43°08'23"E, 307.63 feet
2. N37°26'10"W, 128.35 feet
3. S43°10'02"W, 307.61 feet

THENCE, with the common boundary line of said 0.89 acre tract and the northeastern right-of-way line of E FM 150, S37°26'17"E, 128.50 feet to the **POINT OF BEGINNING**, and containing 0.89 acres of land.

This information was prepared from record information. No on-the-ground survey was prepared.

SKETCH TO ACCOMPANY FIELD NOTES





CITY OF KYLE, TEXAS

45.716 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 45.716 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF E. RR 150, EAST OF HEINDENRICH LANE AND WEST OF STATE HIGHWAY 21; 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

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 [Ordinance and Exhibit's](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 45.716 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF E. RR 150, EAST OF HEINDENRICH LANE AND WEST OF STATE HIGHWAY 21; 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 45.716 acres of Land in Hays County, Texas that is generally located north of E. RR 150, east of Heidenrich Lane and west of Highway 21 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*.

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 17th day of December, 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.

(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.

(iii). Upon the annexation of this property the city will work with the property owner to transition the required ownership assignments of the onsite lift station and associated easements.

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

34.905 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 34.905 ACRE TRACT OF LAND, CONVEYED TO HAYS CISD IN VOLUME 1388, PAGE 870, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 34.905 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northeastern right-of-way line of FM 150 (R.O.W. varies), at the most southern corner of said 34.905 acre tract, also being in the northwestern right-of-way line of County Road 202, for the most southern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 34.905 acre tract and said northeastern right-of-way line of FM 150, N46°19'57"W, for a distance of 1164.04 feet to a point for the westernmost corner of said 34.905 acre tract, also being the southernmost corner of a 10.811 acre tract conveyed to Hays CISD in Vol. 2606, Pg. 885, Official Public Records of Hays County, Texas,

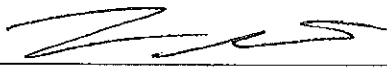
THENCE, with the common boundary line of said 34.905 acre tract and said 10.811 acre tract, N43°26'29"E, for a distance of 1308.28 feet to a point, for the easternmost corner of said 10.811 acre tract, also being a southeastern corner of a 696.20 acre tract conveyed to Walton Texas LP in Vol. 3913, Pg. 496, Official Public Records of Hays County, Texas, and also being the westernmost corner of a 10.00 acre tract conveyed to Gary McMurrey in Vol. 1680, Pg. 168, Official Public Records of Hays County, Texas, and also being the northernmost corner of said 34.905 acre tract,

THENCE, with the common boundary line of said 34.905 acre tract and said 10.00 acre tract, S46°21'40"E a distance of 1159.83 feet to a point, for the easternmost corner of said 34.905 acre tract, also being the southernmost corner of said 10.00 acre tract, and also being in the northwestern right-of-way line of said County Road 202,

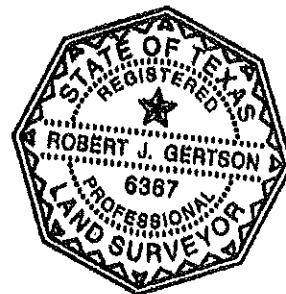
THENCE, with the common boundary line of said 34.905 acre tract and said County Road 202, S43°15'26"W, for a distance of 1308.88 feet to the **POINT OF BEGINNING**, and containing 34.905 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1388, PAGE 870 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by:

 8-27-13

ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'

WALTON TEXAS LP
696.20 ACRES
VOL. 3913, PG. 496

GARY McMURREY
10.00 ACRES
VOL. 1680, PG. 168

HAYS CISD
10.811 ACRES
VOL. 2606, PG. 885

34.905 ACRES

HAYS CISD
(34.905 ACRES)
VOL. 1388, PG. 870

FM 150 (R.O.W. VARIES) N 46°19'57" W 1164.04'

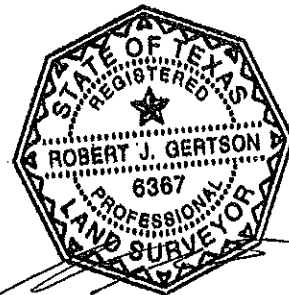
N 45°26'29" E 1308.28'

S 46°21'40" E 1159.83'

POINT OF BEGINNING

S 43°15'26" W 1308.88'

C.R. 202



8-27-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 1388, PAGE 870 (O.P.R.H.C.TX.)



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
5501 West William Cannon Drive ♦ Austin, Texas 78749
Phone No. (512) 283-5100 ♦ Fax No. (512) 283-5165

10.811 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 10.811 ACRE TRACT OF LAND, CONVEYED TO HAYS CISD IN VOLUME 2606, PAGE 885, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 10.811 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the northeastern right-of-way line of FM 150 (R.O.W. varies), at the most southern corner of said 10.811 acre tract, also being the western corner of a 34.905 acre tract of land conveyed to Hays CISD in Volume 1388, Page 870 (O.P.R.H.C.TX.) for the southern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 10.811 acre tract and said northeastern right-of-way line of FM 150, N46°19'54"W, for a distance of 360.00 feet to a point for the west corner of said 10.811 acre tract, also being the southernmost corner of a 696.20 acre tract of land conveyed to Walton Texas, LP in Vol. 3913, Pg. 496, Official Public Records of Hays County, Texas, for the western corner of the herein described tract,

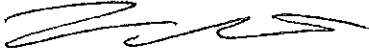
THENCE, with the common boundary line of said 10.811 acre tract and said 696.20 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. N43°26'31"E, for a distance of 1308.07 feet to a point, for the north corner of said 10.811 acre tract, also being an interior southern corner of said 696.20 acre tract, for the northern corner of the herein described tract,
2. S46°21'39"E a distance of 360.01 feet to a point, for the eastern corner of said 10.811 acre tract, also being the western corner of a 10.00 acre tract of land conveyed to Gary McMurrey in Volume 1680, Page 168 (O.P.R.H.C.TX.), for the eastern corner of the herein described tract,

THENCE, with the common boundary line of said 10.811 acre tract and said 34.905 acre tract, S43°26'33"W, for a distance of 1308.26 feet to the **POINT OF BEGINNING**, and containing 10.811 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2606, PAGE 885 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

 8-27-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigrance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'

WALTON TEXAS LP
696.20 ACRES
VOL. 3913, PG. 496

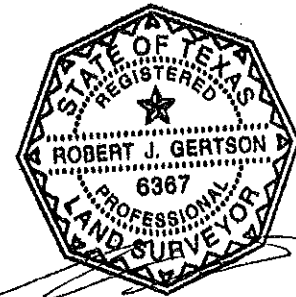
GARY McMURREY
10.00 ACRES
VOL. 1660, PG. 168

10.811 ACRES

HAYS CISD
(10.811 ACRES)
VOL. 2606, PG. 885


HAYS CISD
34.905 ACRES
VOL. 1388, PG. 870

POINT OF BEGINNING



8-27-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 2606, PAGE 885 (O.P.R.H.C.TX.)



Carlson, Brigance & Doering, Inc.
 Civil Engineering ♦ Surveying
 5501 West William Cannon Drive ♦ Austin, Texas 78749
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165



CITY OF KYLE, TEXAS

98.930 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 98.930 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF E. RR 150, EAST OF CR 152 (ALSO KNOWN AS HEIDENREICH LANE), WEST OF STATE HIGHWAY 21, AND ADJACENT TO CR 202; 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 Exhibit's](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 98.930 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF E. RR 150, EAST OF CR 152 (ALSO KNOWN AS HEIDENREICH LANE), WEST OF STATE HIGHWAY 21, AND ADJACENT TO CR 202; 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:

An approximately 98.930 acre tract of land in Hays County, Texas that is generally located north of E. RR 150, east of CR 152 (also known as Heidenreich Lane), west of State Highway 21, and adjacent to CR 202; 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*.

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 17th day of December, 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.

(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

98.930 ACRES
 WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221
 ALBERT PACT SURVEY, ABSTRACT NO. 367
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, AND THE ALBERT PACE SURVEY, ABSTRACT NUMBER 367, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 100 ACRE TRACT OF LAND, CONVEYED TO NANCY HOPSON IN VOLUME 117, PAGE 289 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 98.930 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northeastern right-of-way line of F.M. 150 (R.O.W varies), for the westernmost corner of an 84.936 acre tract conveyed to Mark Sharon & Gene Lynette Hofmann in Volume 443, Page 174 of the O.P.R.H.C.TX., also being the southernmost corner of said 100 acre tract for the POINT OF BEGINNING and the southernmost corner of the herein described tract,

THENCE, in a northwesterly direction with the northeastern right-of-way line of said F.M. 150, common to the southwestern boundary line of said 100 acre tract, to a point on the southeastern right-of-way line of C.R. 202 for the westernmost corner of the herein described tract,

THENCE, in a northeasterly direction with the southeastern right-of-way line of C.R. 202 to a point,

THENCE, in a northwesterly direction with the northeastern right-of-way line of said C.R. 202, to a point on the southeastern boundary line of a 45.2855 acre tract, conveyed to Gary & Nancy Hutzler in Volume 874, Page 673 of the O.P.R.H.C.TX., common to the northwestern boundary line of said 100 acre tract,

THENCE, in a northeasterly direction with the common boundary line of said 45.2855 acre tract and said 100 acre tract, to a point on the southwestern boundary line of a 151.16 acre tract, conveyed to Wranitzky B. R. Bypass Trust in Volume 3044, Page 785 of the O.P.R.H.C.TX., for the easternmost corner of said 45.2855 acre tract, also being the northernmost corner of the herein described tract,

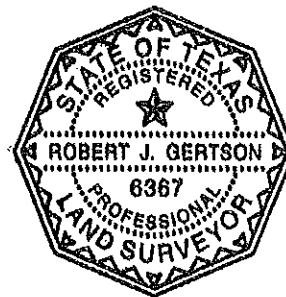
THENCE, with the common boundary line of said 151.16 acre tract and said 100 acre tract, S45°00'00"E, for a distance of 1183.33 feet to a point for the northernmost corner of an 84.936 acre tract, conveyed to Mark Sharon & Gene Lynette Hofmann in Volume 443, Page 174 of the O.P.R.H.C.TX., also being the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 84.936 acre tract and said 100 acre tract, S45°00'00"W, for a distance of 3680.56 feet to the POINT OF BEGINNING and containing 98.930 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 117, PAGE 289 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

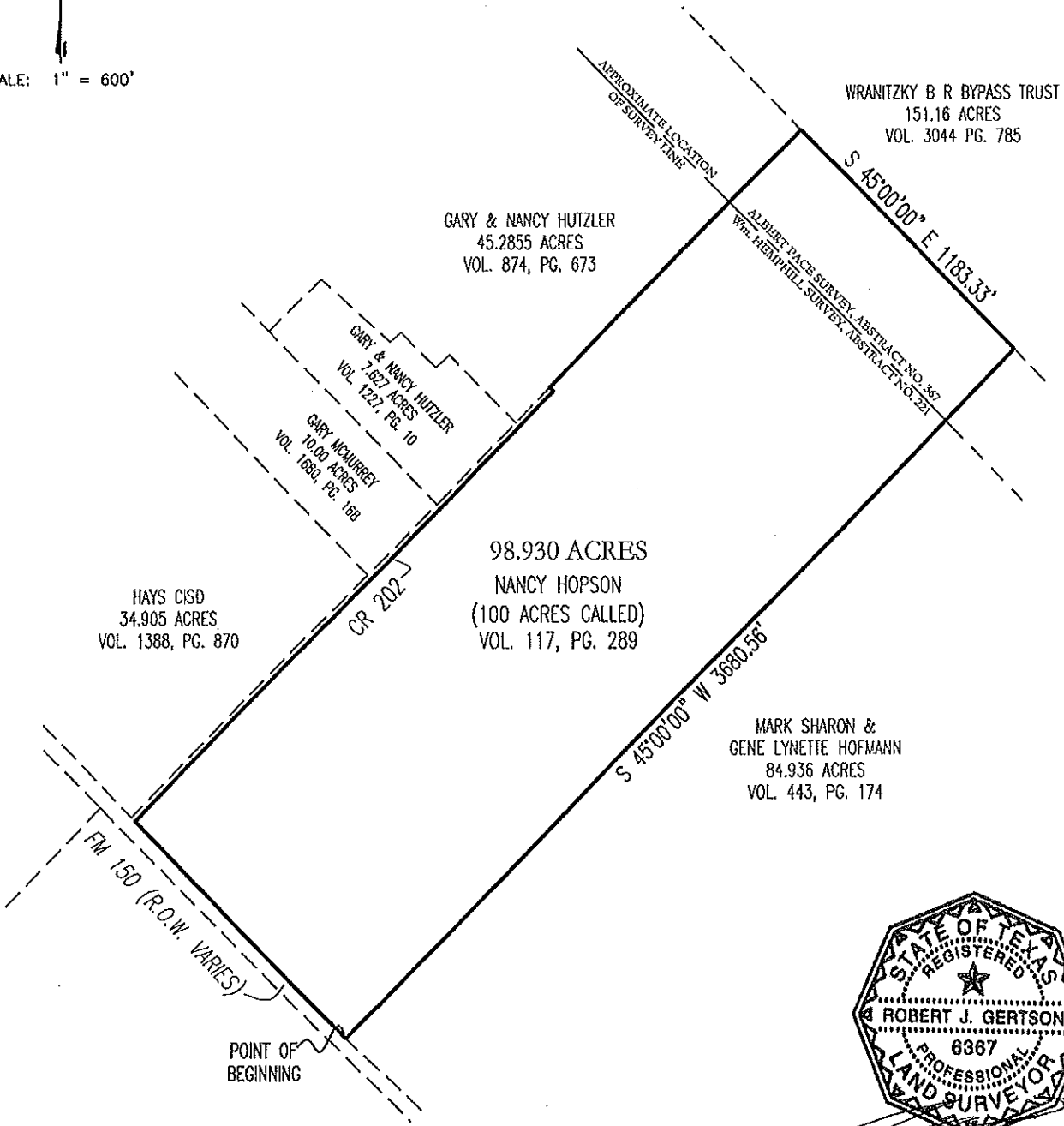
8-26-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com




SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 600'



BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 117, PAGE 289 (O.P.R.H.C.TX.)



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
5591 West William Cannon Drive ♦ Austin, Texas 78749
Phone No. (512) 280-5169 ♦ Fax No. (512) 280-5165



CITY OF KYLE, TEXAS

12.254 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 12.254 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF E. RR 150 AND STATE HIGHWAY 21; 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 Exhibit's](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 12.254 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF E. RR 150 AND STATE HIGHWAY 21; 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 12.254 acres of Land in Hays County, Texas that is generally located at the southwest corner of E.RR 150 and State Highway 21 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*.

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 17th day of December, 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.

(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

12.254 Acres
 Wm. HEMPHILL SURVEY, ABSTRACT NO. 221
 HAYS COUNTY, TEXAS
 ANNEXATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WM. HEMPHILL SURVEY, ABSTRACT NO. 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 12.26 ACRE TRACT, BEING THE MINOR PLAT OF SAC-N-PAC STORE NO. 307, 12.26 ACRES OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, A-221, CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, VOL. 16, PG. 139, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 12.254 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point found on the southwestern right-of-way line of FM 150 (R.O.W. varies), and the easternmost corner of said 12.26 acre tract, for the POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said 12.26 acre tract, and the southwestern right-of-way line of FM 150, S23°58'54"W, for a distance of 169.47 feet to an eastern corner of said 12.26 acre tract, and also being a corner on the northwestern right-of-way line of HWY 21 (R.O.W. varies),

THENCE, with the common boundary line of said 12.26 acre tract, and the northern right-of-way line of said HWY 21, S56°41'25"W, for a distance of 726.40 feet to the southernmost corner of said 12.26 acre tract, also being an eastern corner of an 84.39 acre tract, conveyed to Ernestine White Hofmann in Vol. 188, Pg. 499 of the O.P.R.H.C.TX., also being a corner on the northern right-of-way line of said HWY 21,

THENCE, with the common boundary line of said 12.26 acre tract, and said 84.39 acre tract, the following four (4) courses and distances, numbered 1 through 4,

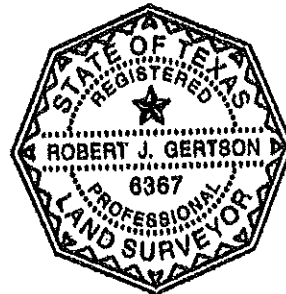
1. N06°53'33"W, for a distance of 199.87 feet to a point, and
2. N20°17'28"W, for a distance of 303.13 feet to a point, and
3. N13°08'06"W, for a distance of 284.42 feet to a point, and
4. N32°18'18"E, for a distance of 461.13 feet to a point for the northernmost corner of said 12.26 acre tract, and being an eastern corner of said 84.39 acre tract, and also being a point on the southwestern right-of-way line of said FM 150,

THENCE, with the common boundary line of said 12.26 acre tract, and the southwestern right-of-way line of said FM 150, S46°17'35"E, for a distance of 862.16 feet to the POINT OF BEGINNING, and containing 12.254 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 16, PAGE 139 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

8-27-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com

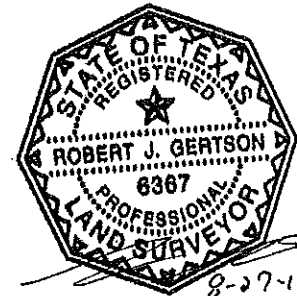
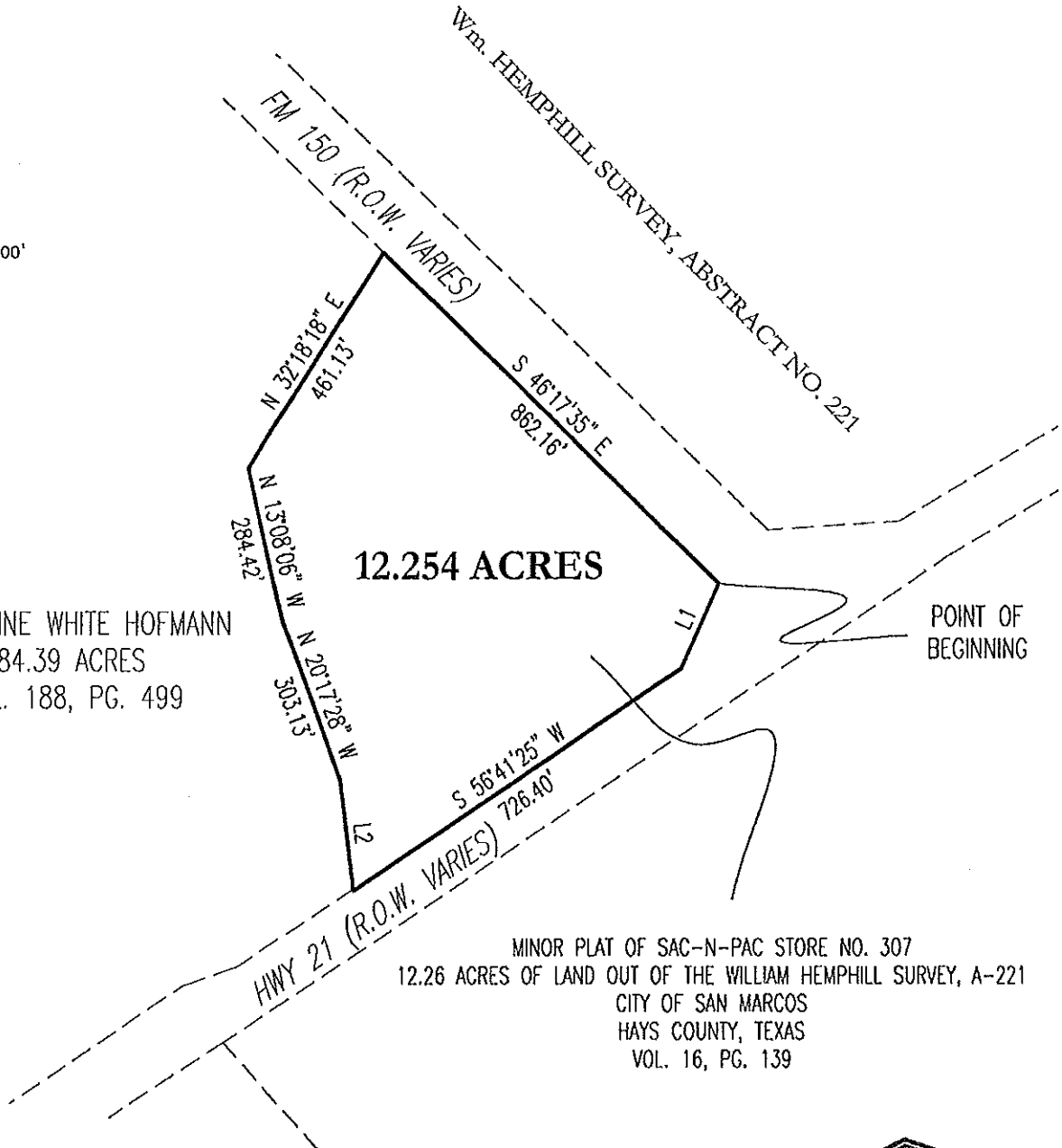


SKETCH TO ACCOMPANY FIELD NOTES




SCALE: 1" = 300'

ERNESTINE WHITE HOFMANN
84.39 ACRES
VOL. 188, PG. 499



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 16, PAGE 139 (O.P.R.H.C.TX.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	169.47	S23°58'54"W
L2	199.87	N06°53'33"W



Carlson, Brigrance & Doering, Inc.

Civil Engineering • Surveying
5501 West William Cannon Drive • Austin, Texas 78749
Phone No. (512) 289-5100 • Fax No. (512) 289-5165



CITY OF KYLE, TEXAS

70 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First 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 attachments

Budget Information: N/A

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Attachments / click to download

[Ordinance and Exhibit](#)

ORDINANCE NO. _____

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.

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/Beebe Rd and both east and west sides of Goforth Rd 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. 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*.

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 17th day of December, 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.

(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

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:

 8-30-13

ROBERT J. GERTSON, R.P.L.S. NO. 6367
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 Austin, TX 78749
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

JOHN STEWART SURVEY, ABSTRACT NO. 14
CR 122 ROAD (R.O.W. VARIES)

JOSE LUIS AND GREGORIA V. JIMENEZ
LOT 9
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 829, PG. 101

N44°47'13"E 305.70'

POINT OF BEGINNING

2.423 ACRES

MIGUEL C. VALLE
LOT 12
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9912658

S45°56'27"E 345.67'

N45°56'33"W 344.93'

ELIAS SANCHEZ
LOT 11B
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9924838

S44°55'30"W 305.70'

ELIAS SANCHEZ
LOT 11A
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2052, PG. 354

ISIDRO & MARIA MORALES
VOL. 2704, PG. 736

CR 157 (50' R.O.W.)



8-30-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION,
SOUTHBEND 1, A SUBDIVISION AS RECORDED IN VOLUME 3,
Page 15 (H.C.P.R.) FURTHER DESCRIBED IN DOCUMENT NO.
9912658

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Item # 17

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,

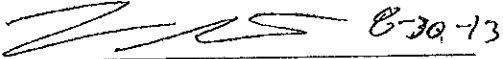
THENCE, with the common boundary line of said 1.250 acre tract and said 0.99 acre tract, S40°42'01"W, for a distance of 259.24 feet to a point in the northern boundary line of a 3.147 acre tract of land conveyed to Jose Montoya in Volume 1717 Page 501 (O.P.R.H.C.TX.), said point marking the southernmost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

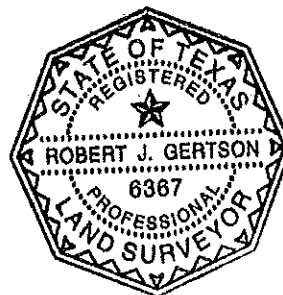
THENCE, with the common boundary line of said 1.250 acre tract, and said 3.147 acre tract, N49°12'40"W, for a distance of 210.00 feet to a point at the western corner of said 1.250 acre tract, also being an eastern corner of the remainder of Tracts 1 & 2, conveyed to Mario & Juana Torres in Volume 300, 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:

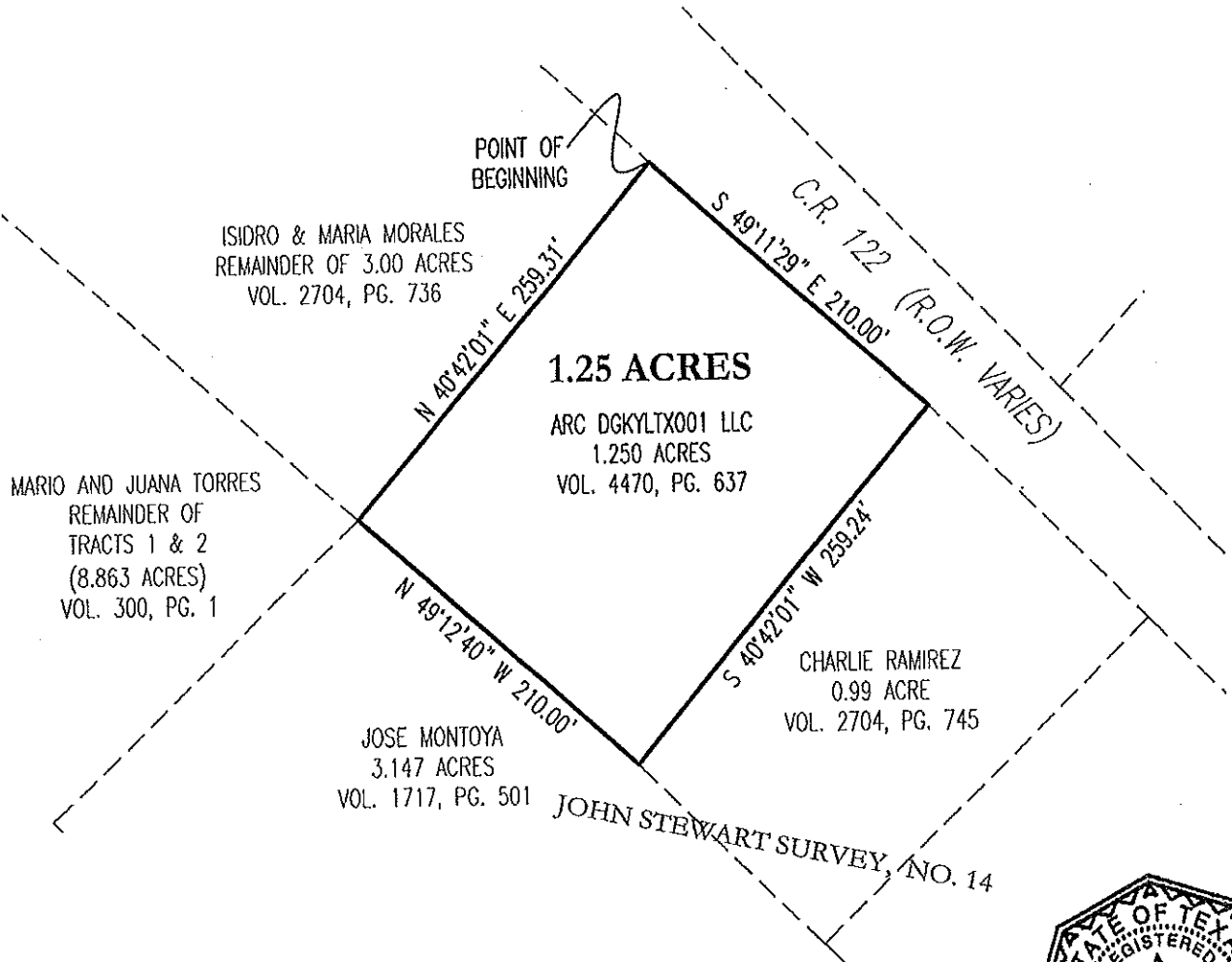
 6-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
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 Austin, TX 78749
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'



8-30-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 4470, PAGE 637 (O.P.R.H.C.TX.)

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 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5144

item # 17

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 11B 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:

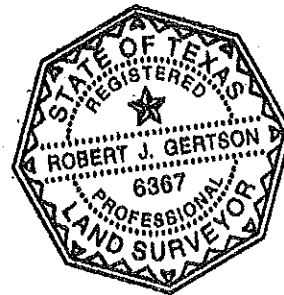
- 1) N46°00'07"W, for a distance of 395.00 feet to a point for an interior ELL corner of said Lot 8, and
- 2) N44°55'34"E, for a distance of 154.29 feet to a point for the westernmost corner of said Lot 11B, also being the northernmost corner of the herein described tract,

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: _____

8-29-13
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

JOSE LUIS AND GREGORIA V. JIMENEZ
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 829, PG. 101

JOHN STEWART SURVEY, ABSTRACT NO. 14

ROSEBELLE DORCHESTER
LOT 8
SOUTHBEND 1
VOL. 3, PG. 15,
FURTHER DESCRIBED IN
VOL. 595, PG. 43

MIGUEL C. VALLE
LOT 12
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9912658

ELIAS SANCHEZ
LOT 11B
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9924838

1.388 ACRES

ELIAS SANCHEZ
LOT 11A
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2052, PG. 354

POINT OF BEGINNING

N44°55'34"E 154.29'

S45°39'17"E 394.97'

N46°00'07"W 395.00'

S44°55'30"W 151.90'

CR 157 (50' R.O.W.)

JOSE AND GRACIE RIOJAS
LOT 10
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2997, PG. 290



BEARING BASIS: PREPARED WITH RECORD INFORMATION, SOUTHBEND 1, A
SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R.) FURTHER
DESCRIBED IN VOLUME 2052, PAGE 354 (O.P.R.H.C.I.X.)



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Item # 17

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,

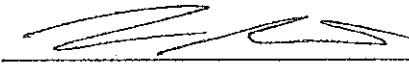
THENCE, with the common boundary line of said Lot 9 and said Lot 8, S45°56'33"E, for a distance of 294.83 feet to a point for the northernmost corner of Lot 11B of said Southbend 1, also being the northernmost eastern corner of the herein described tract,

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:

 9-3-13
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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 150'

THOMAS D. AND MARCELLA A. ODELL
15.946 ACRES
DOCUMENT NO. 9922800

JOSE LUIS AND GREGORIA V. JIMENEZ
LOT 9
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 829, PG. 101

N44°39'00"E 364.05'

2.999 ACRES
ROSELLE DORCHESTER
LOT 8
SOUTHBEND 1
VOL. 3, PG. 15,
FURTHER DESCRIBED IN
VOL. 595, PG. 43

S45°56'33"E 294.83'

MIGUEL C. VALLE
LOT 12
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9912658

S44°55'34"W 303.81'

DELPHINA URQUIZO
LOT 7
SOUTHBEND 1
VOL. 3, PG. 15

ELIAS SANCHEZ
LOT 11A
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2052, PG. 354

ELIAS SANCHEZ
LOT 11B
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9924838

N46°00'07"W 688.08'

S46°00'07"E 395.00'

POINT OF BEGINNING

JOSE AND GRACIE RIOJAS
LOT 10
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2997, PG. 290

CR 157 (50' R.O.W.)

ROGELIO NIETO-JAMES
LOT 6
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 757, PG. 299



9-3-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION, SOUTHBEND 1, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R.) FURTHER DESCRIBED IN VOLUME 595, PAGE 43 (O.P.R.H.C.TX.)



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Item # 17

PATH:- J: 4576-097\SURVEY\FN-R42566 2.999 ACRES ANNEXATION

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 said 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 Maurillo & 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 Marlo 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: _____

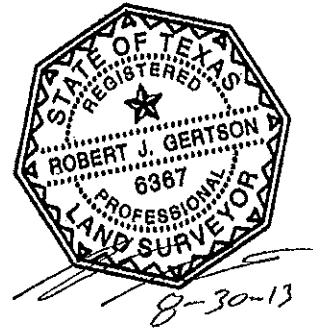
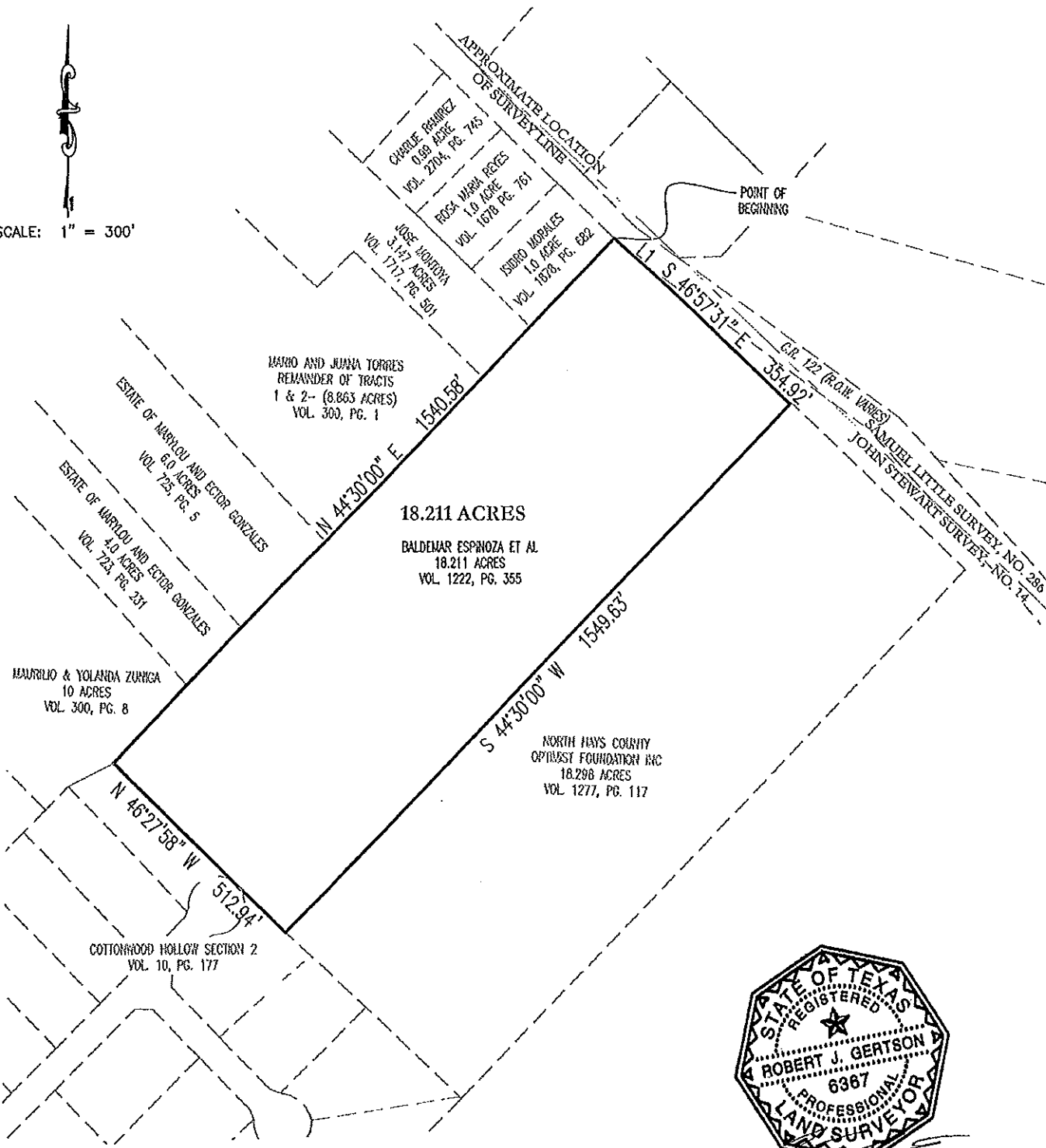
8-30-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
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rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'



LINE TABLE		
LINE	LENGTH	BEARING
L1	158.29	S48°38'00"E

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1222, PAGE 355 (O.P.R.H.C.TX.)

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Item # 17

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 Marlo 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,

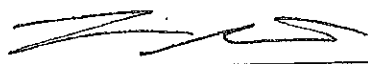
THENCE, with the boundary line of said Martinez tract, the following 2 courses and distances numbered 1 through 2:

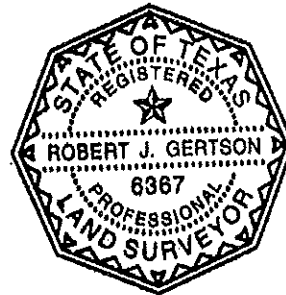
1. S45°01'17"E, for a distance of 322.40 feet to a point for the easternmost corner of the herein described tract,
2. S44°56'00"W, for a distance of 135.14 feet to a point in the common boundary line of said 6.0 acre tract and the remainder of said 10.00 acre tract for the southernmost corner of the 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: _____

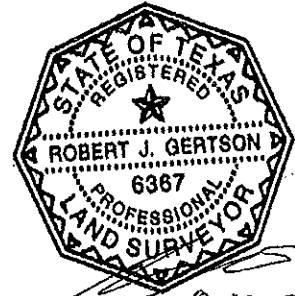
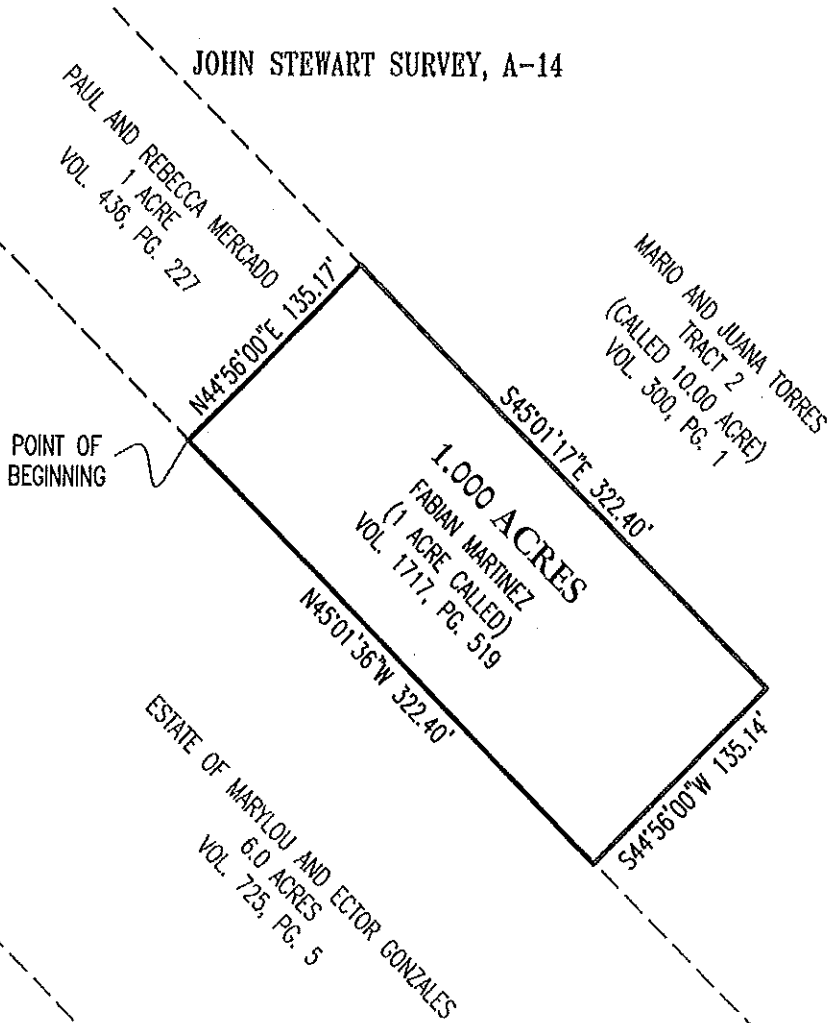
 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
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 Austin, TX 78749
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 1717, PAGE 519 (O.P.R.H.C.TX.)

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17

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 said 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: _____

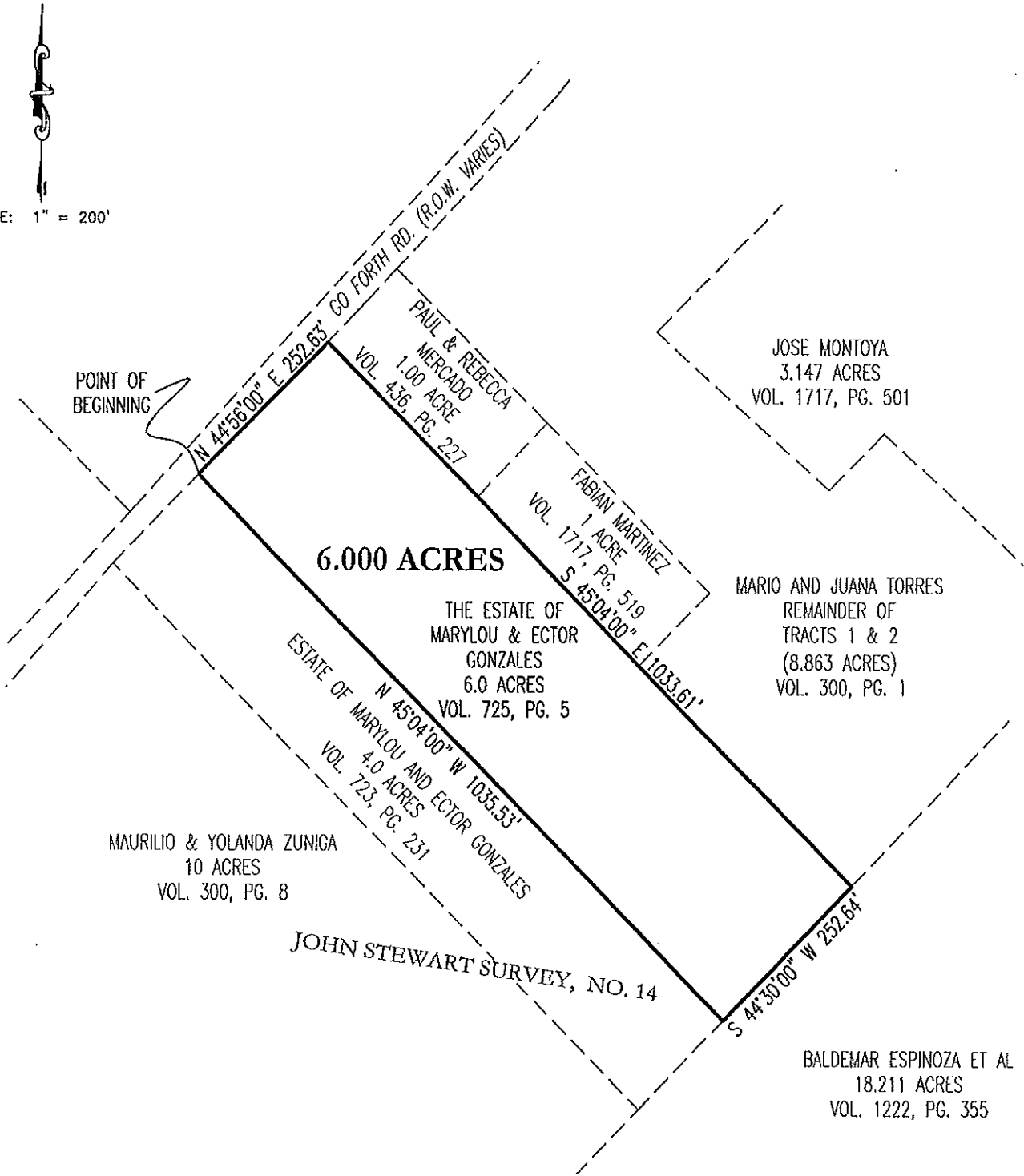
8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-30-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 725, PAGE 5 (O.P.R.H.C.T.X.)

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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 westernmost corner of said 4.00 acre tract of land, also being the northernmost corner of a 10.00 acre tract 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 said 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: _____

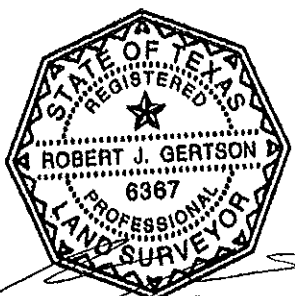
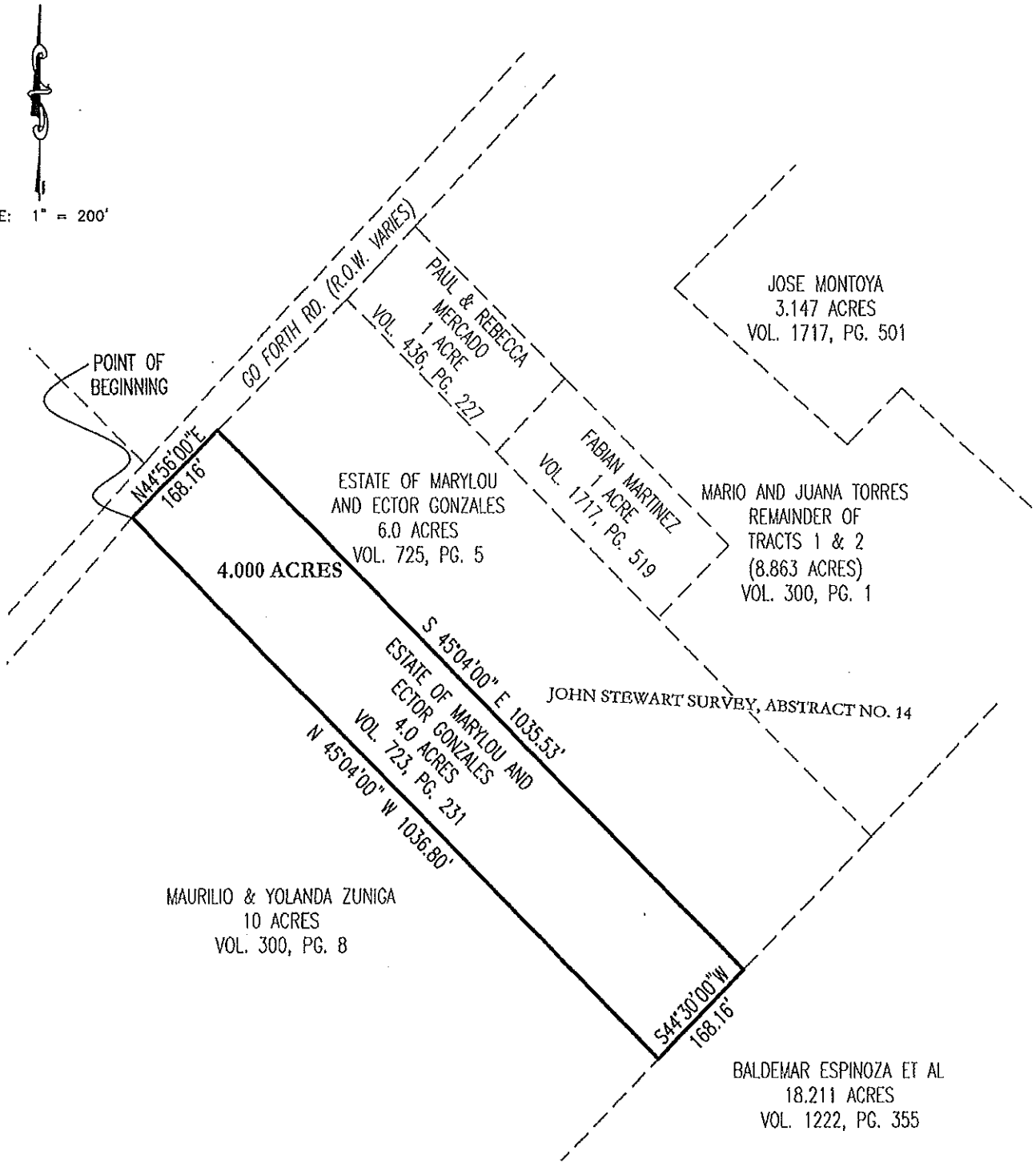
8-30-13
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-30-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 723, PAGE 231 (O.P.R.H.C.TX.)

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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 & GREGORIA 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,

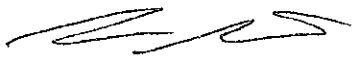
THENCE, with the common boundary line of said Lot 9, said Lot 11B and Lot 8 of said Southbend I, N45°56'33"W, for a distance of 344.88 feet to a point in the southeastern boundary line of a 15.946 acre tract conveyed to Thomas D. & Marcella A. Odell in document # 9922800 of the O.P.R.H.C.TX., for the 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 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: _____

 8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

JOHN STEWART SURVEY, NO. 14

CR 122 ROAD (R.O.W. VARIES)

THOMAS D. AND MARCELLA A. ODELL
15.946 ACRES
DOCUMENT NO. 9922800

N44°39'00"E 305.70'

S45°56'27"E 345.61'

2.423 ACRES

JOSE LUIS AND GREGORIA V. JIMENEZ
LOT 9
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 829, PG. 101

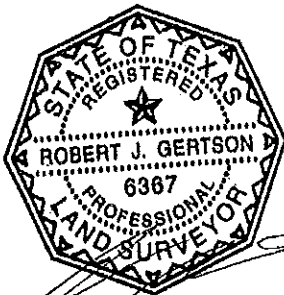
POINT OF BEGINNING

N45°56'33"W 344.88'

S44°47'13"W 305.70'

ROSEBELLE DORCHESTER
LOT 8
SOUTHBEND 1
VOL. 3, PG. 15

MIGUEL C. VALLE
LOT 12
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9912658




8-30-13

ELIAS SANCHEZ
LOT 11B
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9924838

ELIAS SANCHEZ
LOT 11A
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2052, PG. 354

BEARING BASIS: PREPARED WITH RECORD INFORMATION, SOUTHBEND 1, A SUBMISSION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R.) FURTHER DESCRIBED IN VOLUME 829, PAGE 101 (O.P.R.H.C.)



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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,

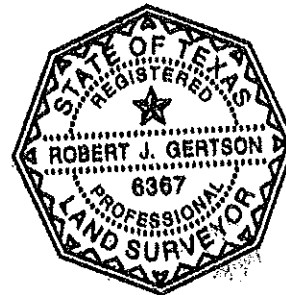
THENCE, with the common boundary line of said 6.0 acre tract and said Mercado Tract, N45°01'36"W, for a distance of 322.67 feet to the **POINT OF BEGINNING**, and containing 1.000 acres of land.

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:

 8-29-13

ROBERT J. GERTSON, R.P.L.S. NO. 6367
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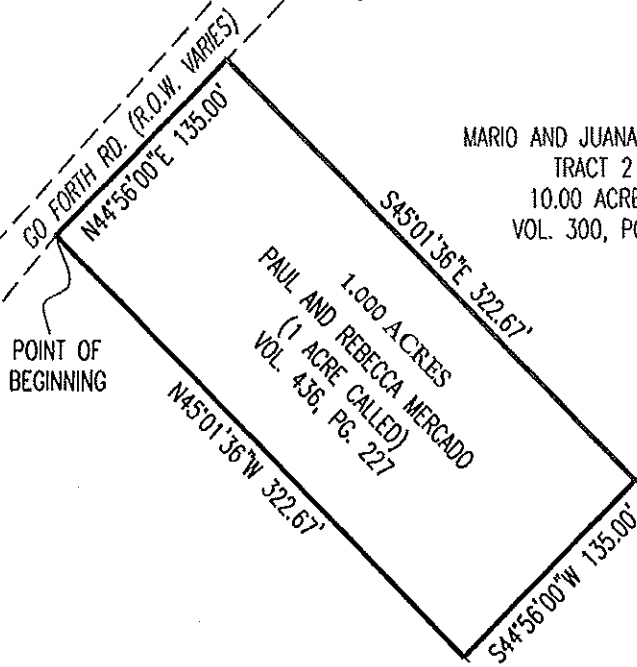
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

JOHN STEWART SURVEY, NO. 14

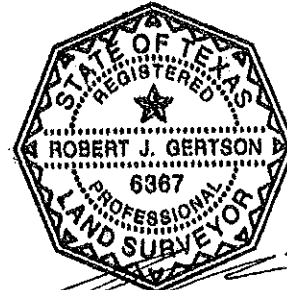
MARIO AND JUANA TORRES
TRACT 2
10.00 ACRES
VOL. 300, PG. 1



1.000 ACRES
PAUL AND REBECCA MERCADO
(1 ACRE CALLED)
VOL. 436, PG. 227

ESTATE OF MARYLOU AND ECTOR GONZALES
6.0 ACRES
VOL. 725, PG. 5

FABIAN MARTINEZ
1 ACRE
VOL. 1717, PG. 519



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 436, PAGE 227 (O.P.R.H.C.TX.)

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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, $S44^{\circ}31'13''W$, 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,

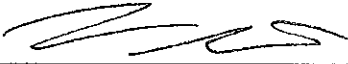
THENCE, with the common boundary line of said 3.147 acre tract, and said Torres Tract, the following 4 (four) courses and distances, numbered 1 through 4,

1. $N48^{\circ}17'04''W$, for a distance of 370.29 feet to a point,
2. $S44^{\circ}56'00''W$, for a distance of 108.20 feet to a point,
3. $N48^{\circ}17'04''W$, 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. $N44^{\circ}56'00''E$, 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, $S48^{\circ}17'04''E$, for a distance of 690.32 feet to the **POINT OF BEGINNING** and containing 3.147 acres of land.

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:

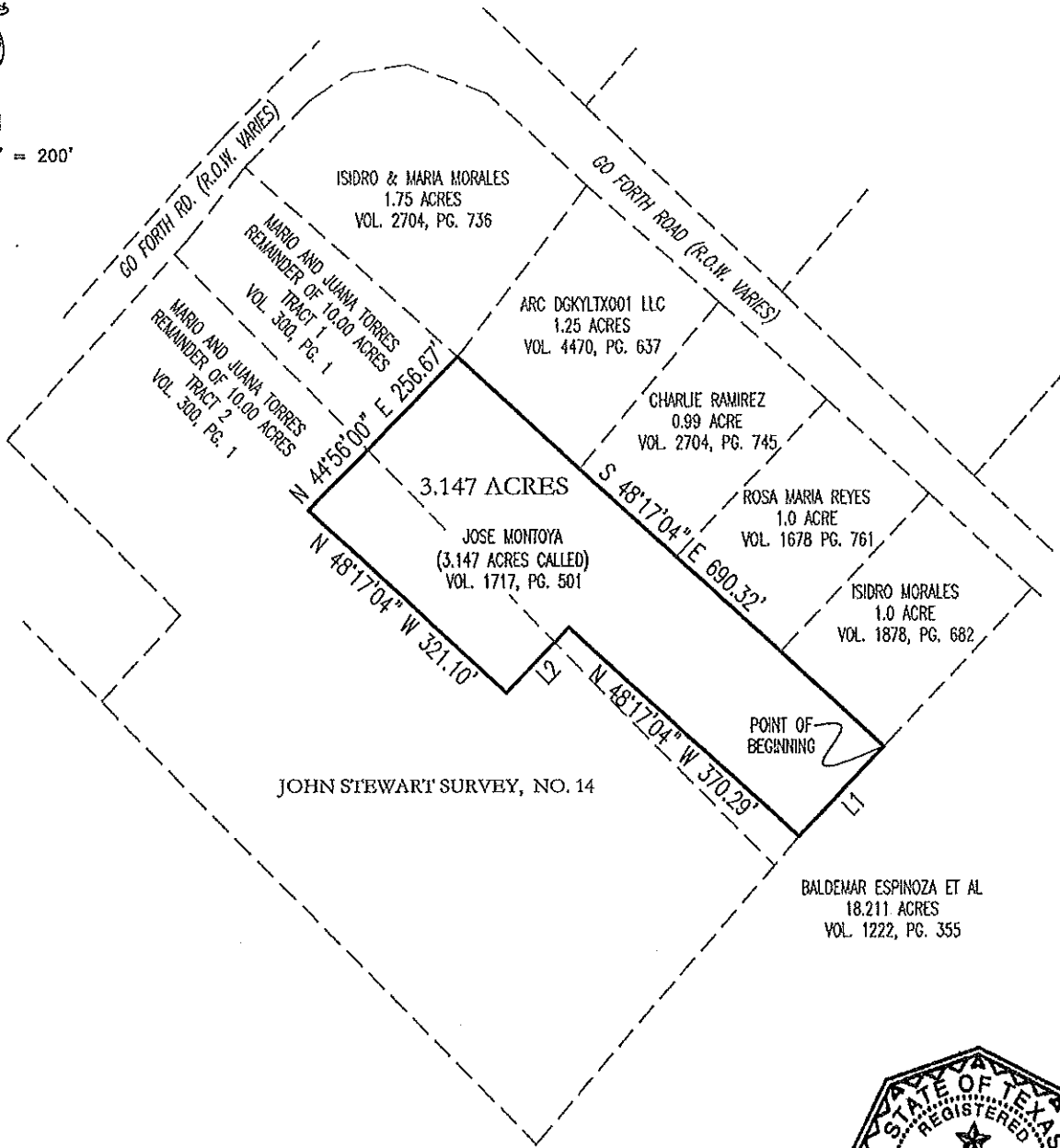
 8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
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 5501 West William Cannon
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



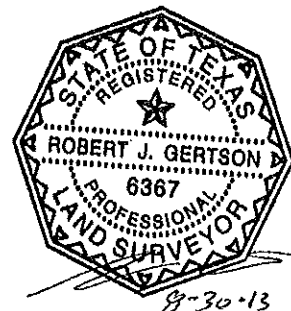
SCALE: 1" = 200'



JOHN STEWART SURVEY, NO. 14


POINT OF BEGINNING

BALDEMAR ESPINOZA ET AL
18.211 ACRES
VOL. 1222, PG. 355



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 1717, PAGE 501 (O.P.R.H.C.TX.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	148.41	S44°31'13\"W
L2	108.20	S44°56'00\"W



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Item # 17

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 said Morales Tract, also being the easternmost corner of a 1.0 acre tract of land conveyed to Rosa Marla 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: _____

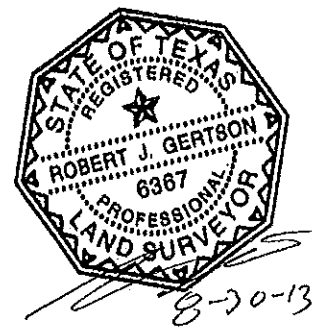
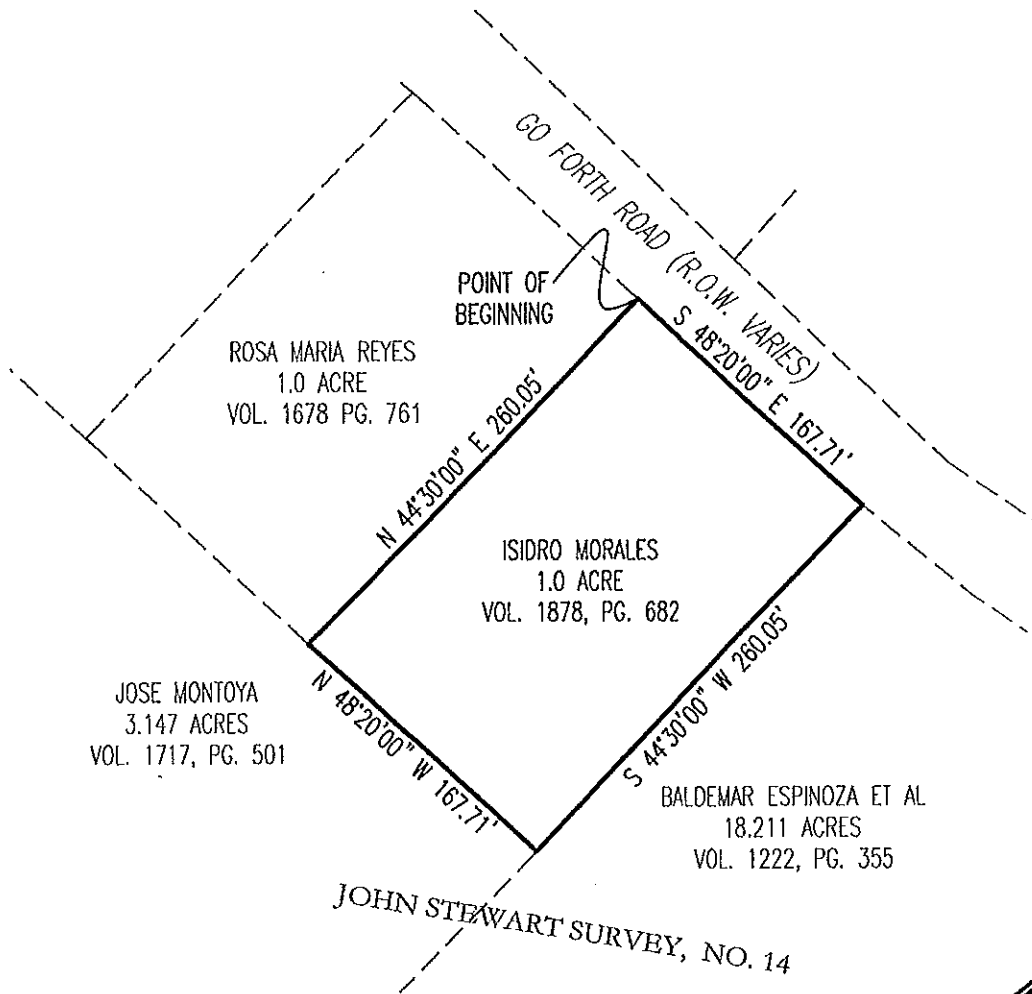
[Signature] 8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 aaron@cbdeng.com



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.T.X.)

C B D Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
 5501 West William Cannon Drive ♦ Austin, Texas 78749
 Phone No. (512) 283-5160 ♦ Fax No. (512) 283-5160

Item # 17

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. S70°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,

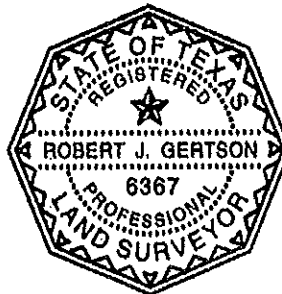
THENCE, with the common boundary line of said remainder of 3.00 acre tract, and said southwesterly right-of-way line of C.R. 122, S48°21'00"E, for a distance of 163.06 feet to a point at the northernmost corner of a 1.25 acre tract of land conveyed to ARC DGKYLTX001 LLC in Volume 4470 Page 637 (O.P.R.H.C.TX.), 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: _____

8-30-13
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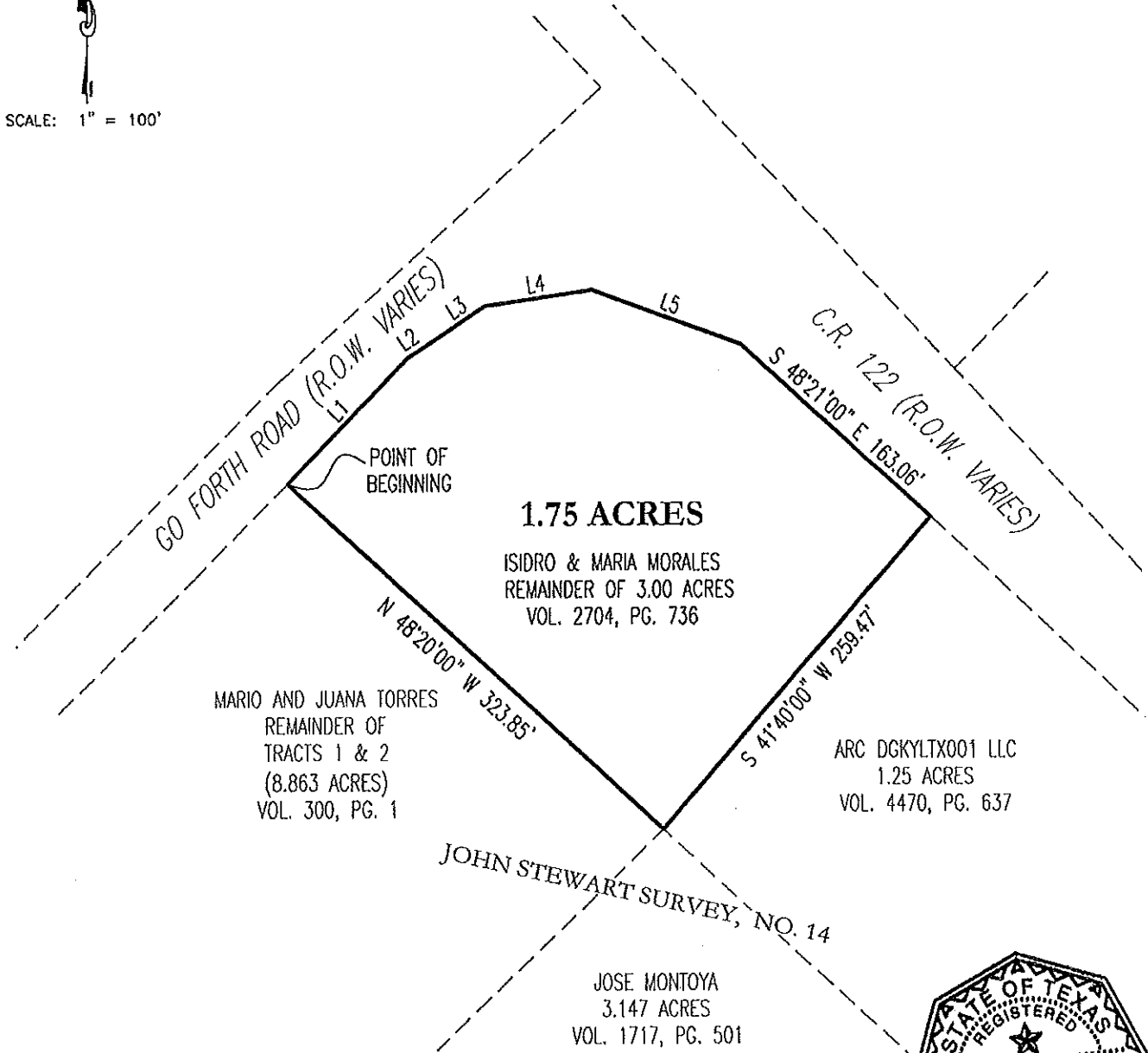


BEARING BASIS: PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 2704, PAGE 736 (O.P.R.H.C.TX.)
 NO ON-THE-GROUND SURVEY WAS PERFORMED.

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

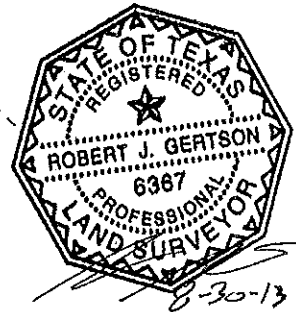


MARIO AND JUANA TORRES
REMAINDER OF
TRACTS 1 & 2
(8.863 ACRES)
VOL. 300, PG. 1

ARC DCKYLTX001 LLC
1.25 ACRES
VOL. 4470, PG. 637

JOSE MONTOYA
3.147 ACRES
VOL. 1717, PG. 501

JOHN STEWART SURVEY, NO. 14



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 2704, PAGE 736 (O.P.R.H.C.TX.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	110.48	N44°34'23"E
L2	17.15	N56°46'34"E
L3	41.70	N56°56'34"E
L4	69.84	N81°42'43"E
L5	102.44	S70°36'39"E

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Item # 17

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,

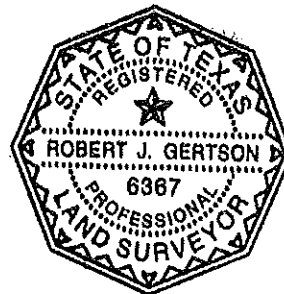
THENCE, with the common boundary line of said 15.946 acre tract and the said northern boundary line of the said remainder of a 46.476 acre tract, N46°19'00"W, for a distance of 661.74 feet to a point in the eastern boundary line of said Southlake Section 1, also being the westernmost corner of said 15.946 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 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

SOUTHLAKE SECTION 1
VOL. 3064, PG. 554

POINT OF BEGINNING

N 44°12'11" E
1010.91'

15.404 ACRES

THOMAS D. AND MARCELLA A. ODELL
(15.946 ACRES)
VOL. 1111 PG. 447

S 45°49'48" E
669.56'

C.R. 122
(R.O.W. VARIES)

JOHN STEWART SURVEY, ABSTRACT NO. 14

JOSE LUIS &
GREGORIA V. JIMENEZ
LOT 9

S 44°39'00" W
1005.33'

ROSEBELLE DORCHESTER
LOT 8

N 46°19'00" W
661.74'

ELIAS SANCHEZ
LOT 11B

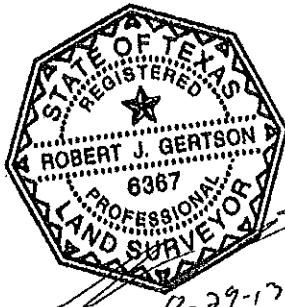
THOMAS D. AND MARCELLA A. ODELL
REMAINDER OF 46.476 ACRES
VOL. 362, PG. 705

SOUTHBEND 1
VOL. 3 PG. 15

DEBBIE A. CASTILLO
LOT 11A


EDWARD &
DELPHINA URQUIZO
LOT 7

JOSE J. & GRACIELA RIOJAS
LOT 10



8-29-17

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 2221, PAGE 828 (O.P.R.H.C.T.X.)



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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: _____

8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

ARC DGKYLTX001 LLC
1.25 ACRES
VOL. 4470, PG. 637

POINT OF BEGINNING

N 41°40'00" E 259.56'

0.995 ACRES

CHARLIE RAMIREZ
0.99 ACRES
VOL. 2704, PG. 745

N 48°20'00" W 160.70'

JOSE MONTOYA
3.147 ACRES
VOL. 1717, PG. 501

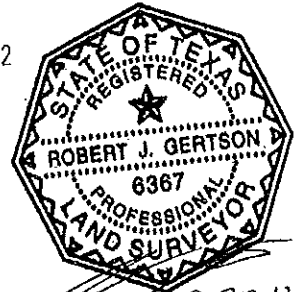
GO FORTH ROAD (R.O.W. VARIES)
S 48°21'00" E 173.11'

S 44°24'07" W 259.91'

ROSA MARIA REYES
1.0 ACRE
VOL. 1678 PG. 761

JOHN STEWART SURVEY, NO. 14

ISIDRO MORALES
1.0 ACRE
VOL. 1878, PG. 682



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 2704, PAGE 745 (O.P.R.H.C.T.X.)

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Item # 17

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 SQUARE 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,

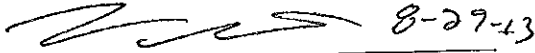
THENCE, with the common boundary line of said Reyes Tract and said Morales Tract, S44°33'25"W, for a distance of 259.97 feet to a point on the northern boundary line of a 3.147 acre tract of land conveyed to Jose Montoya in Volume 1717, Page 501 (O.P.R.H.C.TX.), said point being the southernmost corner 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:

 8-29-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Briggance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
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aaron@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

ARC DGKYLTX001 LLC
1.25 ACRES
VOL. 4470, PG. 637

CHARLIE RAMIREZ
0.99 ACRE
VOL. 2704, PG. 745

0.999 ACRE
(43,500 SQ. FT.)
ROSA MARIA REYES
(1.0 ACRE)
VOL. 1678 PG. 761

JOSE MONTOYA
3.147 ACRES
VOL. 1717, PG. 501

ISIDRO MORALES
1.0 ACRE
VOL. 1878, PG. 682

JOHN STEWART SURVEY, NO. 14

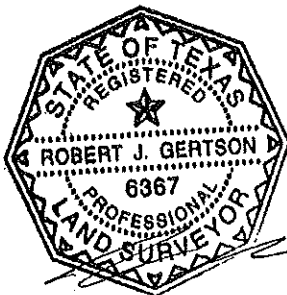
GO FORTH ROAD (R.O.W. VARIES)
S 48°20'00" E 167.73'

N 44°50'33" E 259.73'

N 48°15'13" W 167.49'

S 44°33'25" W 259.97'

POINT OF BEGINNING



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 1678, PAGE 761 (O.P.R.H.C.IX.)

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Phone No. (512) 283-5160 ♦ Fax No. (512) 283-5165

Item # 17

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, S44°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,

1. 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,
2. 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: _____

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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

THOMAS D. AND MARCELLA A. ODELL
15.946 ACRES
VOL. 2221 PG. 828

JOSE LUIS &
GREGORIA V. JIMENEZ
LOT 9

C.R. 122 (R.O.W. VARIES)

JOHN STEWART SURVEY, ABSTRACT NO. 14

ROSEBELLE DORCHESTER
LOT 8

SOUTHBEND 1
VOL. 3, PG. 15

MIGUEL C. VALLE
LOT 12

EDWARD &
DELPHINA URQUIZO
LOT 7

ELIAS SANCHEZ
LOT 11B
DEBBIE A. CASTILLO
LOT 11A

FOURTH ROAD (R.O.W. VARIES)

THOMAS D. AND MARCELLA A. ODELL
REMAINDER OF 46.476 ACRES
VOL. 362, PG. 705

2.751 ACRES
JOSE J. & GRACIELA RIOJAS
2.75 ACRES
VOL. 410 PG. 873
(LOT 10)

ROGELIO NIETO-JAMES
LOT 6

POINT OF BEGINNING

PAUL AND REBECCA
MERCADO
1 ACRE

ESTATE OF MARYLOU
AND ECTOR
GONZALES
6.0 ACRES
VOL. 725, PG. 5

ESTATE OF MARYLOU
AND ECTOR
GONZALES
4.0 ACRES
VOL. 723, PG. 231



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 410, PAGE 873 (O.P.R.H.C.TX.)



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Item # 17

PATH:- J: 4576-097\SURVEY\FN-R42569 2.751 ACRES ANNEXATION

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,

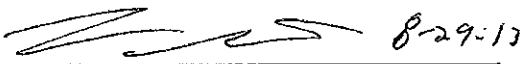
THENCE, with the common boundary line of said Lot 11B and said Lot 11A, N45°39'17"W, for a distance of 394.97 feet to a point in the southeastern boundary line of Lot 8 of said Southbend I, for the northernmost corner of said Lot 11A, also being the westernmost corner of said Lot 11B,

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:

 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

JOSE LUIS AND GREGORIA V. JIMENEZ
LOT 9
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 829, PG. 101

CR 122 ROAD (R.O.W. VARIES)
JOHN STEWART SURVEY, ABSTRACT NO. 14

ROSEBELLE DORCHESTER
LOT 8
SOUTHBEND 1
VOL. 3, PG. 15,
FURTHER DESCRIBED IN
VOL. 595, PG. 43

MIGUEL C. VALLE
LOT 12
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9912658

N44°55'34"E 149.52'

S45°56'33"E 394.99'

1.365 ACRES

ELIAS SANCHEZ
LOT 11B
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
DOCUMENT NO. 9924838

ELIAS SANCHEZ
LOT 11A
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2052, PG. 354

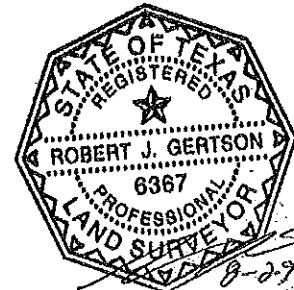
POINT OF BEGINNING

N45°39'17"W 394.97'

S44°55'30"W 151.50'

CR 157 (50' R.O.W.)

JOSE AND GRACIE RIOJAS
LOT 10
SOUTHBEND 1
VOL. 3, PG. 15, FURTHER DESCRIBED IN
VOL. 2997, PG. 290



BEARING BASIS: PREPARED WITH RECORD INFORMATION, SOUTHBEND 1, A SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 15 (H.C.P.R.) FURTHER DESCRIBED IN DOCUMENT NO. 9924838

	Carlson, Brigrance & Doering, Inc.
	Civil Engineering ♦ Surveying 5501 West William Cannon Drive ♦ Austin, Texas 78749 Phone No. (512) 283-5160 ♦ Fax No. (512) 283-5165

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: _____

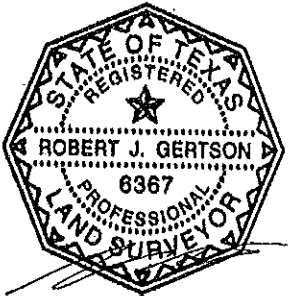
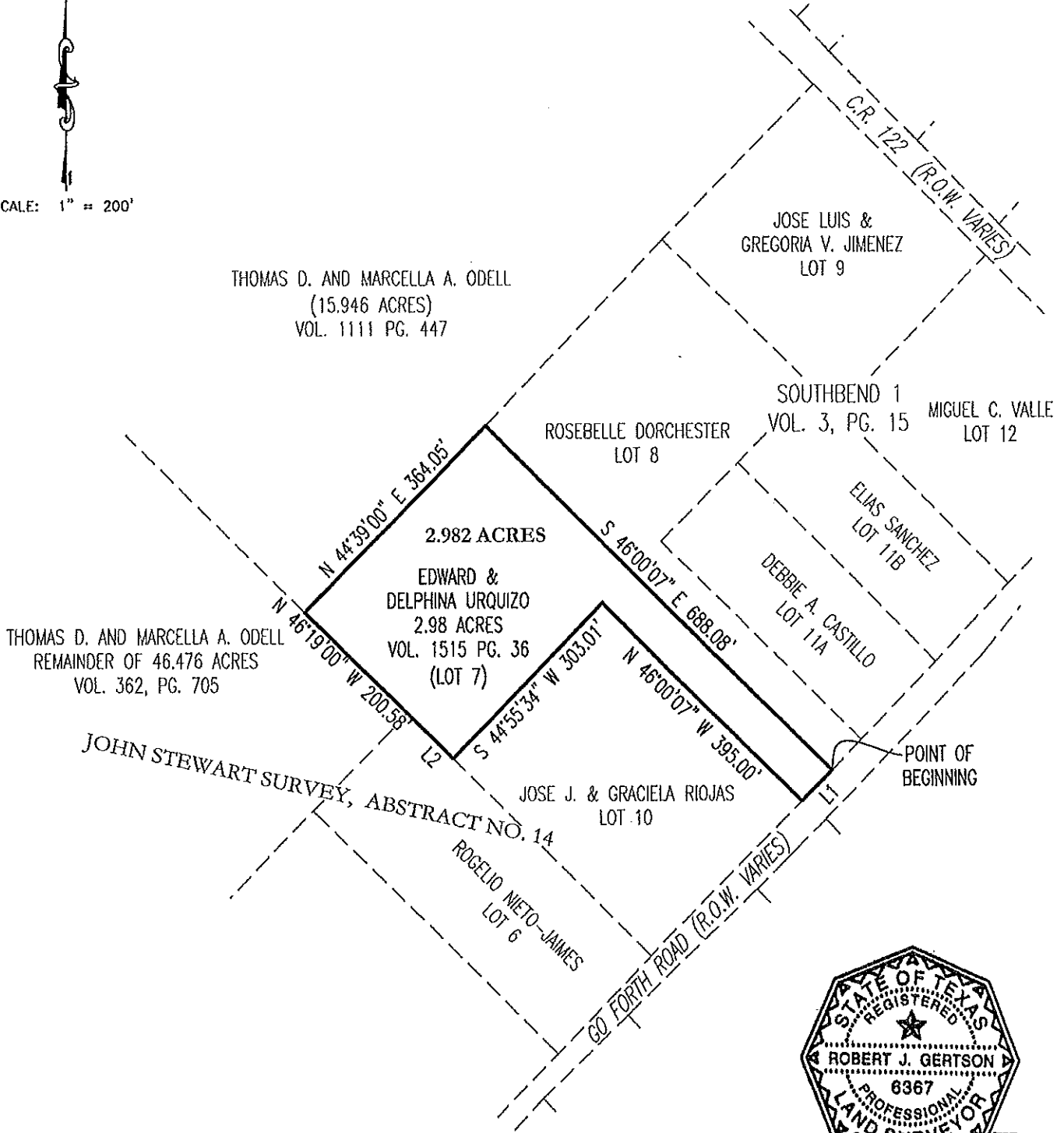
8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-30-43

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 1515, PAGE 36 (O.P.R.H.C.TX.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.04	S44°55'30"W
L2	90.76	N45°57'05"W

Carlson, Brigrance & Doering, Inc.

Civil Engineering • Surveying
 5501 West Walnut Canyon Drive • Austin, Texas 78749
 Phone No. (512) 293-5160 • Fax No. (512) 293-5165



CITY OF KYLE, TEXAS

5.626 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 5.626 ACRES OF LAND, LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF BEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD 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 Exhibit's](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 5.626 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS, WHICH IS GENERALLY LOCATED NORTH OF BEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD AND CONTIGIOUS TO 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:

Approximately 5.625 acre tract of land in Hays County, Texas that is generally located north of Bebee Road, East of Dacy Lane and West of Goforth Road and contiguous to 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. 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*.

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 17th day of December, 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 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.

(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

EXHIBIT "A"**METES AND BOUNDS DESCRIPTION
PARCEL A1
2.847 ACRES
OUT OF LOT 21A,
SUNRISE ACRES REPLAT OF LOTS 20 & 21
HAYS COUNTY, TEXAS**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 2.847 ACRES OUT OF LOT 21A, 'SUNRISE ACRES REPLAT OF LOTS 20 & 21' A SUBDIVISION IN HAYS COUNTY TEXAS, OF RECORD IN VOLUME 16, PAGE 207 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING THAT PORTION OF SAID LOT 21A LYING WITHIN 300 FEET OF THE CENTERLINE OF BEBEE ROAD, SAID 2.847 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod stamped RPLS 3693 previously set by the undersigned in the east ROW line of Bebee Road, an 80' public right-of-way, being also the east line of that certain tract called 1.60 acres and conveyed to Hays County, Texas for street realignment, as described in Volume 1152, Page 14 of the Official Public Records of Hays County, Texas, at the northwest corner of said Lot 21A and a northerly southwest corner of Lot 21B of said Replat, for the northwest corner and POINT OF BEGINNING hereof

THENCE with the northerly line of said Lot 21A and a southerly line of said Lot 21B, N59°00'17"E for a distance of 86.45 feet to a capped iron rod stamped RPLS 3693 and previously set by the undersigned at an angle point in said line

THENCE continuing with said line, S30°59'43"E for a distance of 71.98 feet to a capped iron rod previously set by the undersigned at an angle point in said line

THENCE continuing with said line S60°19'05"E for a distance of 222.80 feet to a calculated point on said line at a point 300.00 feet easterly of the centerline of Bebee Road on a perpendicular to said centerline, for the northeast corner hereof

THENCE with a line lying 300 feet east of and parallel with the centerline of Bebee Road (being also 260 feet east of and parallel with the west line of said Lot 21A), S15°22'55"E for a distance of 31.37 feet to a calculated point at beginning of curve

THENCE continuing with said line along the arc of a curve to the left whose radius is 694.90 feet, chord bears S25°02'12"E for a distance of 231.89 feet to a calculated point in the southerly line of said Lot 21A, being also a northerly line of said Lot 21B, for the southeast corner hereof

THENCE with the southerly line of said Lot 21A and a northerly line of said Lot 21B, S43°59'02"W for a distance of 45.61 feet to a punch hole previously set in concrete by the undersigned at an angle point in said line

THENCE continuing with said line S46°00'58"E for a distance of 10.00 feet to a punch hole previously set in concrete by the undersigned at an angle point

THENCE continuing with said line S43°59'02"W for a distance of 102.29 feet to a punch hole previously set in concrete by the undersigned at an angle point

THENCE continuing with said line S45°08'56"E for a distance of 39.71 feet to a punch hole previously set in concrete by the undersigned at an angle point

THENCE continuing with said line S45°09'32"W for a distance of 31.79 feet to a calculated point at an angle point

THENCE continuing with said line N45°14'20"W for a distance of 43.93 feet to a capped iron rod stamped RPLS 3693 previously set by the undersigned at an angle point


THENCE continuing with said line S42°45'56"W for a distance of 84.83 feet to a capped iron rod stamped RPLS 3693 previously set by the

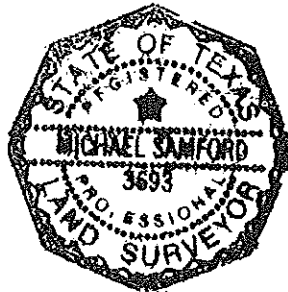
undersigned at the southwest corner of said Lot 21A, in the curving east ROW line of Bebee Road and east line of said Hays County 1.60 acre ROW tract, at a point 40' east of the centerline of Bebee Road and centerline of said 1.60 acre Hays County tract, at the southerly northwest corner of Lot 21B, for the southwest corner hereof

THENCE with the east ROW line of Bebee Road and east line of said 1.60 acre Hays County ROW tract and with the west line of said Lot 21A, along the arc of a curve to the right whose radius is 956.45 feet and whose chord bears N26°50'09"W for a distance of 376.86 feet to a ½" iron rod found at end of curve

THENCE continuing with said line N15°22'55"W for a distance of 235.14 feet to the POINT OF BEGINNING hereof and containing 2.847 acres of land, more or less.

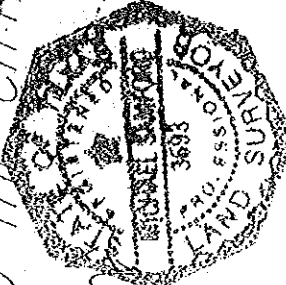
Prepared December 9, 2013 from previous surveys made on the ground by the undersigned.

 12/9/13
Michael Samford, RPLS 3693



SKETCH TO ACCOMPANY METES & BOUNDS DESCRIPTION
 PARCEL B-2 TO BE ANNEXED INTO THE CITY OF KYLE, TX.

MSO 12-9-13



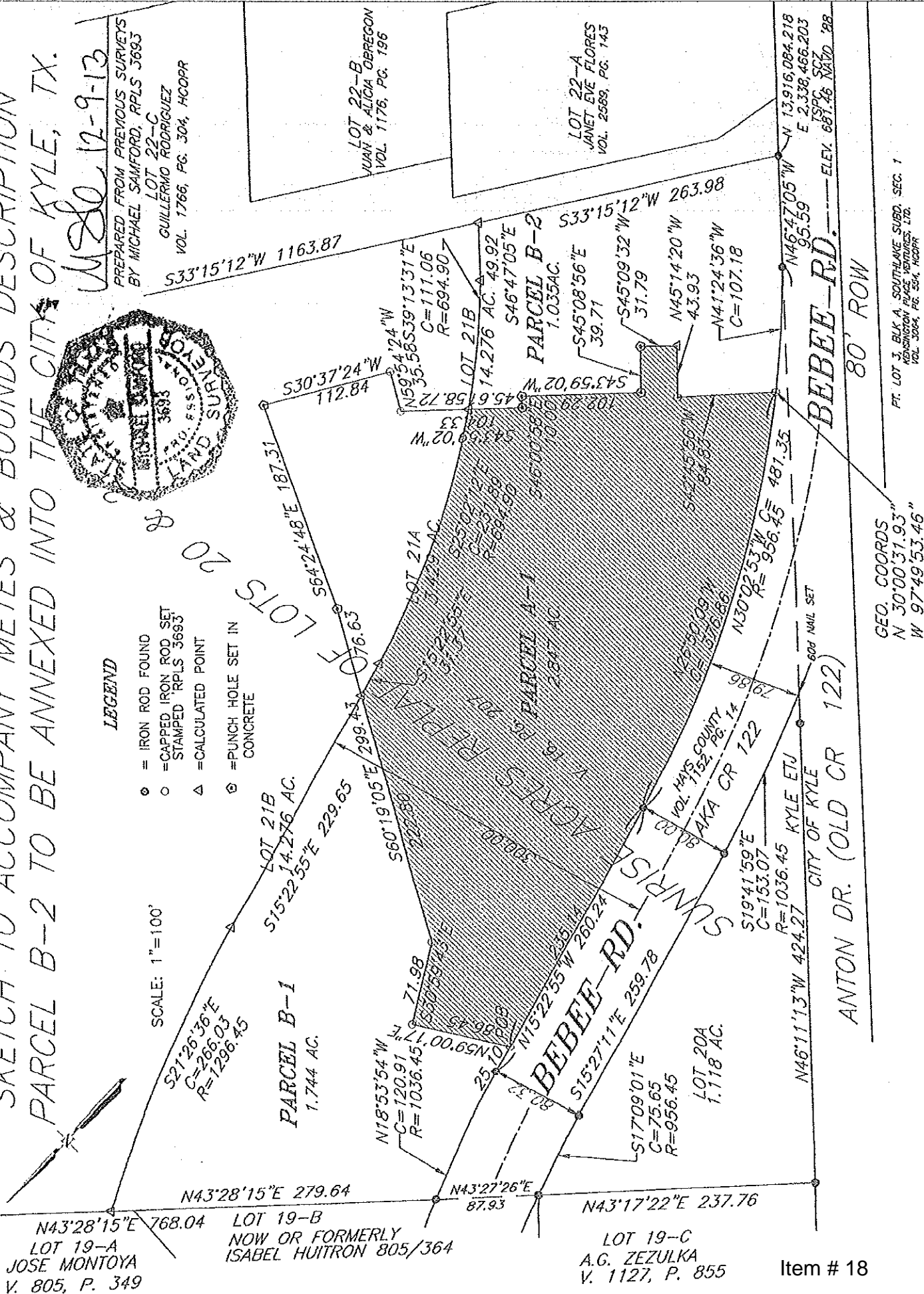
PREPARED FROM PREVIOUS SURVEYS
 BY MICHAEL SAMFORD, RPLS 3693
 LOT 22-C
 GUILLERMO RODRIGUEZ
 VOL. 1766, PG. 304, HCOPR

LEGEND

- = IRON ROD FOUND
- = CAPPED IRON ROD SET STAMPED "RPLS 3693"
- △ = CALCULATED POINT
- ⊙ = PUNCH HOLE SET IN CONCRETE

SCALE: 1"=100'

LOTS 20



GEO. COORDS
 N 30°00'31.93"
 W 97°49'53.46"

PT. LOT 3, BLK. A, SOUTHLAKE SUBD., SEC. 1
 NEWINGTON PLAZA VENTURES, LTD.
 POL. 3064, PG. 504, HCOPR

EXHIBIT "A"**METES AND BOUNDS DESCRIPTION
PARCEL B1
1.744 ACRES
OUT OF LOT 21B,
SUNRISE ACRES REPLAT OF LOTS 20 & 21
HAYS COUNTY, TEXAS**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 1.744 ACRES OUT OF LOT 21B, 'SUNRISE ACRES REPLAT OF LOTS 20 & 21' A SUBDIVISION IN HAYS COUNTY TEXAS, OF RECORD IN VOLUME 16, PAGE 207 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING THAT PORTION OF SAID LOT 21B LYING WITHIN 300 FEET OF THE CENTERLINE OF BEBEE ROAD, SAID 1.744 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod stamped RPLS 3693 previously set by the undersigned in the east ROW line of Bebee Road, an 80' public right-of-way, being also the east line of that certain tract called 1.60 acres and conveyed to Hays County, Texas for street realignment, as described in Volume 1152, Page 14 of the Official Public Records of Hays County, Texas, at the northwest corner of Lot 21A and a northerly southwest corner of Lot 21B of said Replat, for the southwest corner and POINT OF BEGINNING hereof

THENCE with the east ROW of Bebee Road and east line of said 1.60 acre Hays County ROW tract, and the west line of said Lot 21B, N15°22'55"W for a distance of 25.10 feet to a ½" iron rod found at beginning of curve

THENCE continuing with said line along the arc of a curve the the left whose radius is 1036.45 feet and whose chord bears N18°53'54"W for a distance of 120.91 feet to a ½" iron rod found in said ROW and lot line at the northeast corner of said Hays County 1.60 acre ROW tract, in the southeast line of Lot 19-B and 19-A of said Sunrise Acres, described in a

deed to Isabel Huitron in Volume 805, Page 364 of the Hays County Official Public Records, and being the northwest corner of said Lot 21B and northwest corner hereof

THENCE with the north line of said Lot 21B and south line of said Lot 19-B, $N43^{\circ}28'15''E$ for a distance of 279.64 feet to a calculated point in the southeast line of Lot 19-A of said Sunrise Acres, at a point 300 feet east of (on a perpendicular) the centerline of Bebee Road, for the northeast corner hereof

THENCE with a line 300 feet east of and parallel with the centerline of Bebee Road (being also 260.00 feet east of and parallel with the west line of said Lot 21B), along the arc of a curve to the right whose radius is 1296.45 feet and whose chord bears $S21^{\circ}26'36''E$ for a distance of 266.03 feet to a calculated point at end of curve


THENCE continuing with said line $S15^{\circ}22'55''E$ for a distance of 229.65 feet to a calculated point in the southwesterly line of Lot 21B and northeasterly line of Lot 21A, for the southeast corner hereof

THENCE with the southerly line of Lot 21B and northerly line of Lot 21A, $N60^{\circ}19'05''W$ for a distance of 222.80 feet to a capped iron rod stamped RPLS 3693 previously set by the undersigned at an angle point

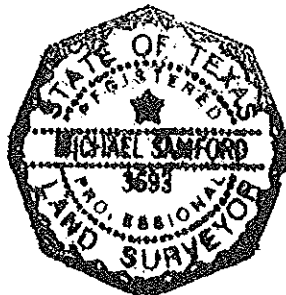
THENCE continuing with said line $N30^{\circ}59'43''W$ for a distance of 71.98 feet to a capped iron rod stamped RPLS 3693 previously set by the undersigned for an angle point

THENCE continuing with said line $S59^{\circ}00'17''W$ for a distance of 86.45 feet to the POINT OF BEGINNING hereof and containing 1.744 acres of land, more or less.

Prepared December 9, 2013 from previous surveys made on the ground by the undersigned.

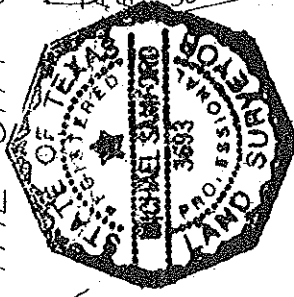


Michael Samford, RPLS 3693



SKETCH TO ACCOMPANY METES & BOUNDS DESCRIPTION PARCEL B-1 TO BE ANNEXED INTO THE CITY OF KYLE, TX.

1180 12-9-13



PREPARED FROM PREVIOUS SURVEYS
BY MICHAEL SAMFORD, RPLS 3693
LOT 22-C
GUILLERMO RODRIGUEZ
VOL. 1766, PG. 304, HCOPR

LEGEND

- = IRON ROD FOUND
- = CAPPED IRON ROD SET STAMPED 'RPLS 3693'
- △ = CALCULATED POINT
- ⊙ = PUNCH HOLE SET IN CONCRETE

SCALE: 1"=100'

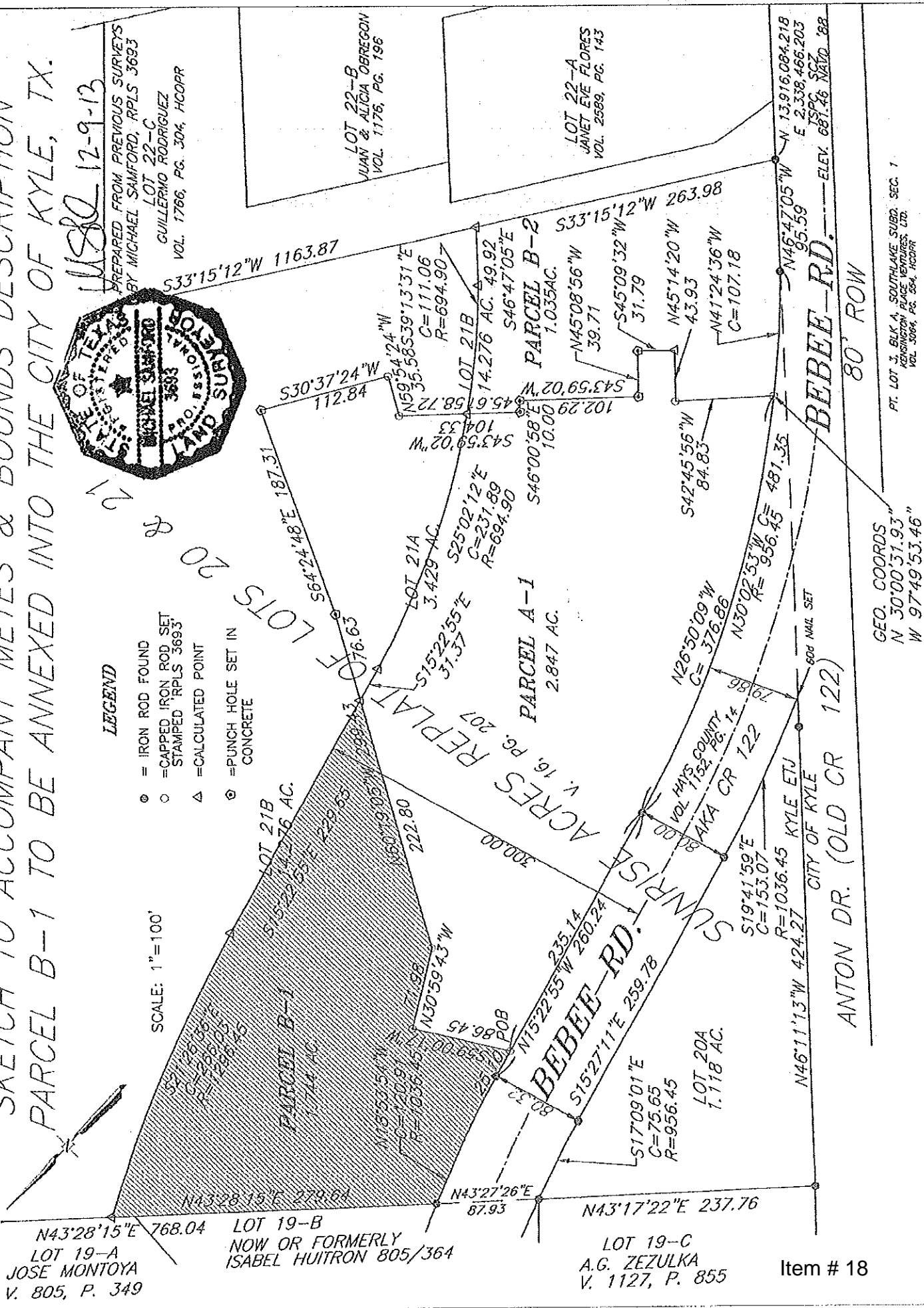


EXHIBIT "A"**METES AND BOUNDS DESCRIPTION
PARCEL B2
1.035 ACRES
OUT OF LOT 21B,
SUNRISE ACRES REPLAT OF LOTS 20 & 21
HAYS COUNTY, TEXAS**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 1.035 ACRES OUT OF LOT 21B, 'SUNRISE ACRES REPLAT OF LOTS 20 & 21' A SUBDIVISION IN HAYS COUNTY TEXAS, OF RECORD IN VOLUME 16, PAGE 207 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING A PORTION OF SAID LOT 21B LYING WITHIN 300 FEET OF THE CENTERLINE OF BEBEE ROAD, SAID 1.035 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod stamped RPLS 3693 previously set by the undersigned in the east ROW line of Bebee Road, an 80' public right-of-way, being also the east line of that certain tract called 1.60 acres and conveyed to Hays County, Texas for street realignment, as described in Volume 1152, Page 14 of the Official Public Records of Hays County, Texas, at the southwest corner of Lot 21A and a southerly northwest corner of Lot 21B of said Replat, for the northwest corner and POINT OF BEGINNING hereof

THENCE with the south line of said Lot 21A and a north line of said Lot 21B, N42°45'56"E for a distance of 84.83 feet to a capped iron rod stamped RPLS 3693, previously set by the undersigned at an angle point

THENCE continuing with said line S45°14'20"E for a distance of 43.93 feet to a calculated point at an angle point

THENCE continuing with said line N45°09'32"E for a distance of 31.79 feet to a punch hole in concrete previously set by the undersigned at an angle

point

THENCE continuing with said line N45°08'56"W for a distance of 39.71 feet to a punch hole in concrete previously set by the undersigned at an angle point

THENCE continuing with said line N43°59'02"E for a distance of 102.29 feet to a punch hole in concrete previously set by the undersigned at an angle point

THENCE continuing with said line N46°00'58"W for a distance of 10.00 feet to a punch hole in concrete previously set by the undersigned at an angle point

THENCE continuing with said line N43°59'02"E for a distance of 45.61 feet to a calculated point in a line lying 300 feet east of and parallel with the centerline of Bebee Road and 260.00 feet east of and parallel with the east ROW of Bebee Road and east line of said 1.60 acre Hays County ROW tract, and the west line of said Lot 21B, for the northeast corner hereof

THENCE with a line lying 300 feet east of and parallel with the centerline of Bebee Road, along the arc of a curve to the left whose radius is 694.90 feet and whose chord bears S39°13'31"E for a distance of 111.06 feet to a calculated point at end of curve


THENCE continuing with said line S46°47'05"E for a distance of 49.92 feet to a calculated point in the south line of said Lot 21B and north line of Lot 22-C, Sunrise Acres, as described in Volume 1766, Page 304 of the Hays County Official Public Records, for the southeast corner hereof

THENCE with the south line of said Lot 21B and north line of said Lot 22-C, S33°15'12"W for a distance of 263.98 feet to a ½" iron rod found in the east ROW line of Bebee Road a/k/a County Road 122, at the southwest corner of said Lot 21B and northwest corner of said Lot 22-C, for the southwest corner hereof

THENCE with the east ROW of Bebee Road and CR 122, and the west line of Lot 21B, N46°47'05"W for a distance of 95.59 feet to a ½" iron rod found at beginning of curve, being the south corner of said Hays County 1.60 acre ROW tract

THENCE with the east ROW line of Bebee Road and east line of said 1.60 acre Hays County ROW tract, and the west line of said Lot 21B, along the arc of a curve to the right whose radius is 956.45 feet and whose chord bears N41°24'36"W for a distance of 107.18 feet to the POINT OF BEGINNING hereof and containing 1.035 acre of land, more or less.

Prepared December 9, 2013 from previous surveys made on the ground by the undersigned.

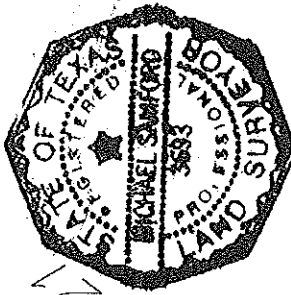
 12-9-13
Michael Samford, RPLS 3693



SKETCH TO ACCOMPANY METES & BOUNDS DESCRIPTION PARCEL B-2 TO BE ANNEXED INTO THE CITY OF KYLE, TX.

USA 12-9-13

PREPARED FROM PREVIOUS SURVEYS
BY MICHAEL SAMFORD, RPLS 3693
LOT 22-C
GUILLERMO RODRIGUEZ
VOL. 1766, PG. 304, HCOPR



LEGEND

- = IRON ROD FOUND
- = CAPPED IRON ROD SET STAMPED "RPLS 3693"
- △ = CALCULATED POINT
- ⊙ = PUNCH HOLE SET IN CONCRETE

SCALE: 1"=100'



LOT 22-B
JUAN & ALICIA OBREGON
VOL. 1176, PG. 196

LOT 22-A
JANET EVE FLORES
VOL. 2589, PG. 143

N 13.916, 084.218
E 2.339, 466.203
TSPC, SCZ
ELEV. 681.46 NAVD 1988

BEBEE RD.

80' ROW

PT. LOT 3, BLK. A, SOUTHLAKE SUBD. SEC. 1
KENDRICK PLACE VENTURES, LTD.
VOL. 3006, PG. 584, HCOPR

GEO. COORDS.
N 30°00'31.93"
W 97°49'53.46"

ANTON DR. (OLD CR 122)

600' MAIL SET
CITY OF KYLE

LOT 19-A
JOSE MONTOYA
V. 805, P. 349

LOT 19-B
NOW OR FORMERLY
ISABEL HUITRON 805/364

LOT 19-C
A.G. ZEZULKA
V. 1127, P. 855



CITY OF KYLE, TEXAS

12.07 acres, Development Agreement-
Bebbee Road

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH MERLIN FRIESENHAHN, ON BEHALF OF ELGIN GROCERY AND PARK PLACE FOOD, FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 12.07 ACRES OF LAND IN HAYS COUNTY, TEXAS GENERALLY LOCATED NORTH OF BEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD ; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE AND FOR THE PURPOSE OF ESTABLISHING A SCHEDULE AND FOR THE PURPOSE OF ESTABLISHING A SCHEDULE FOR ANNEXATION OF THE PROPERTY; 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

- [resolution](#)
- [development agreement](#)
- [EXHIBIT-LOCATION MAP](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH MERLIN FRIESENHAHN, ON BEHALF OF ELGIN GROCERY AND PARK PLACE FOODS, FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 12.07 ACRES OF LAND IN HAYS COUNTY, TEXAS GENERALLY LOCATED NORTH OF BEEBEE ROAD, EAST OF DACY LANE AND WEST OF GOFORTH ROAD; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE AND FOR THE PURPOSE OF ESTABLISHING A SCHEDULE FOR ANNEXATION OF THE PROPERTY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A.

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

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

Section 2. The City Council hereby approves the Development Agreement for approximately 12.07 acres of Land in Hays County, Texas that is generally located north of Bebee Road, east of Dacy Lane, and west of Goforth Road.

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

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

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

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
 DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Hays County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City’s ETJ and has set public hearings on November 21, 2013 and November 26, 2013; and

WHEREAS, the City contemplated including the Owner’s property as part of the City’s annexation process, Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status for approximately 12.07 acres of land out of lots 20 and 21 of the Sunrise Acres Replat (legal description and as described on the attached location map), its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for its existing use, without the property first being annexed into the City and zoned for the proposed use.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or any development related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any

vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: _____

Name: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____2011, by _____, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

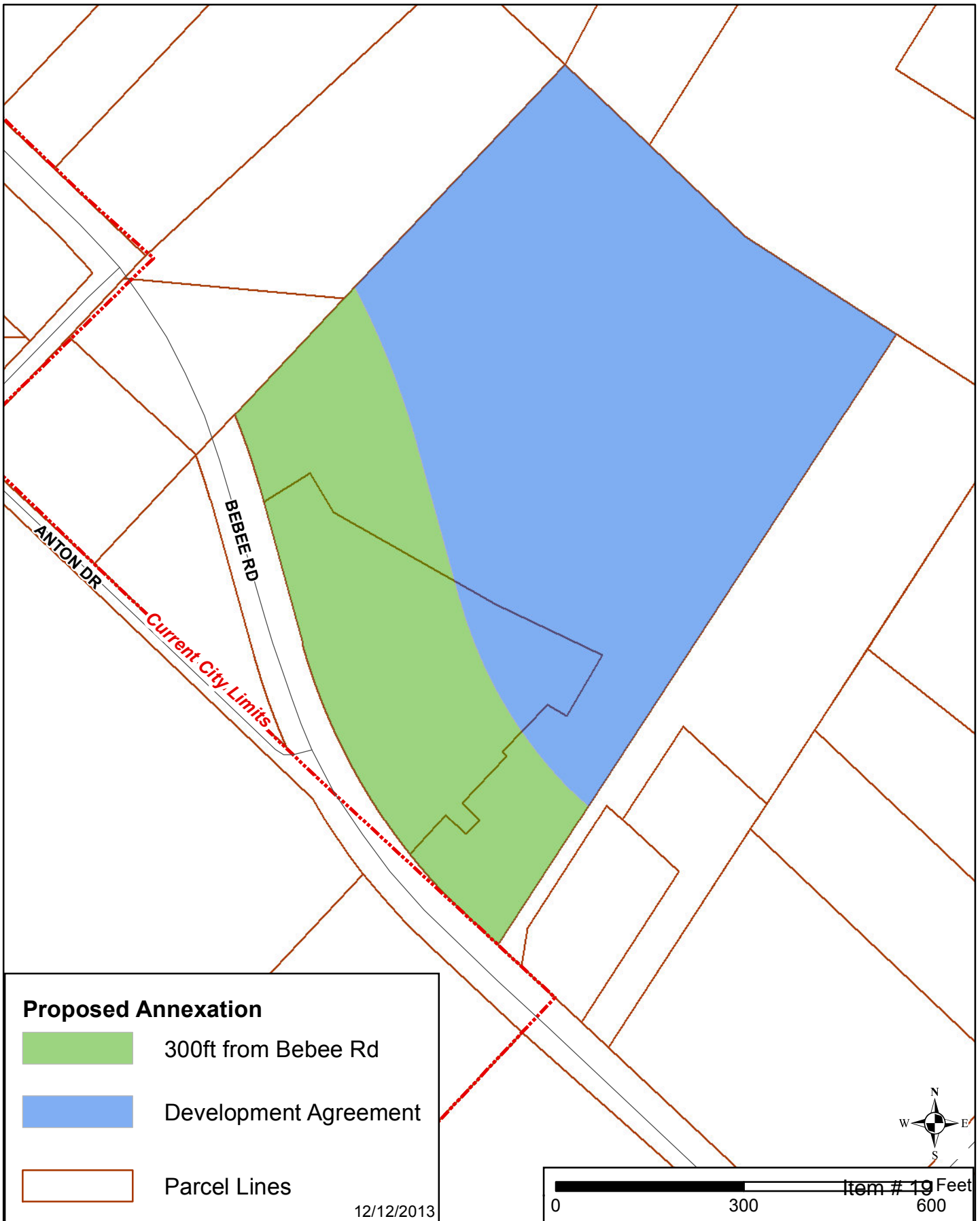
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)





CITY OF KYLE, TEXAS

31.8 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First 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

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[Ordinance and Exhibit's](#)

ORDINANCE NO. _____

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.

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 17th day of December, 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.

(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

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 S17°09'01"E, for a distance of 75.65 feet to a point,
2. S15°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 S19°41'59"E, a distance of 153.07 feet back to the POINT OF BEGINNING, and containing 1.119 acres of land.

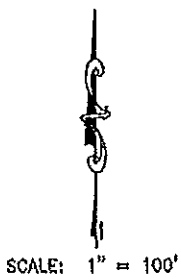
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.H.C.TX.)
 NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by: _____

8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brlyance 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



HAYS COUNTY
1.50 ACRES
LOT 19-B
SUNRISE ACRES REPLAT
VOL. 5, PG. 323
VOL. 1192, PG. 519

ALAN G. AND CYNTHIA E. ZEZULKA
1.50 ACRES
LOT 19-C
SUNRISE ACRES REPLAT
VOL. 5, PG. 323
VOL. 1127, PG. 855

LOT 21-B
ELGIN GROCERY INCORPORATED
14.276 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

1.119 ACRES

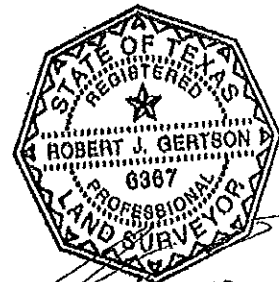
LOT 20-A
ELGIN GROCERY INCORPORATED
1.118 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

LOT 21-A
PARK PLACE FOODS INC
3.429 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

REBEE ROAD (R.O.W. VARIES)

ANTON DRIVE (R.O.W. VARIES)

POINT OF BEGINNING



8-30-13

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

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	958.45'	76.67'	76.65'	S17°09'01"E	37.85
C2	1038.45'	163.21'	163.07'	S19°41'59"E	76.74



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
5911 West Wesleyan Campus Drive ♦ Austin, Texas 78749
Phone No. (512) 280-5169 ♦ Fax No. (512) 293-5165

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 3295, 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 said Lot 26,

THENCE, with the common boundary line of said 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,

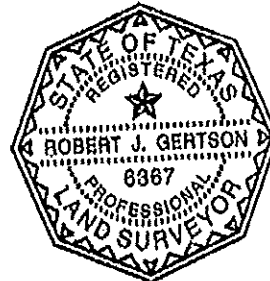
1. N15°22'55"W, for a distance of 25.10 feet to a point of curvature to the left, and
2. With said curve to the left having a radius of 1036.45 feet, an arc length of 120.98 feet, and whose chord bears N18°53'54"W, for a distance of 120.91 feet to a point in the eastern boundary line of Lot 19-B of said 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: _____

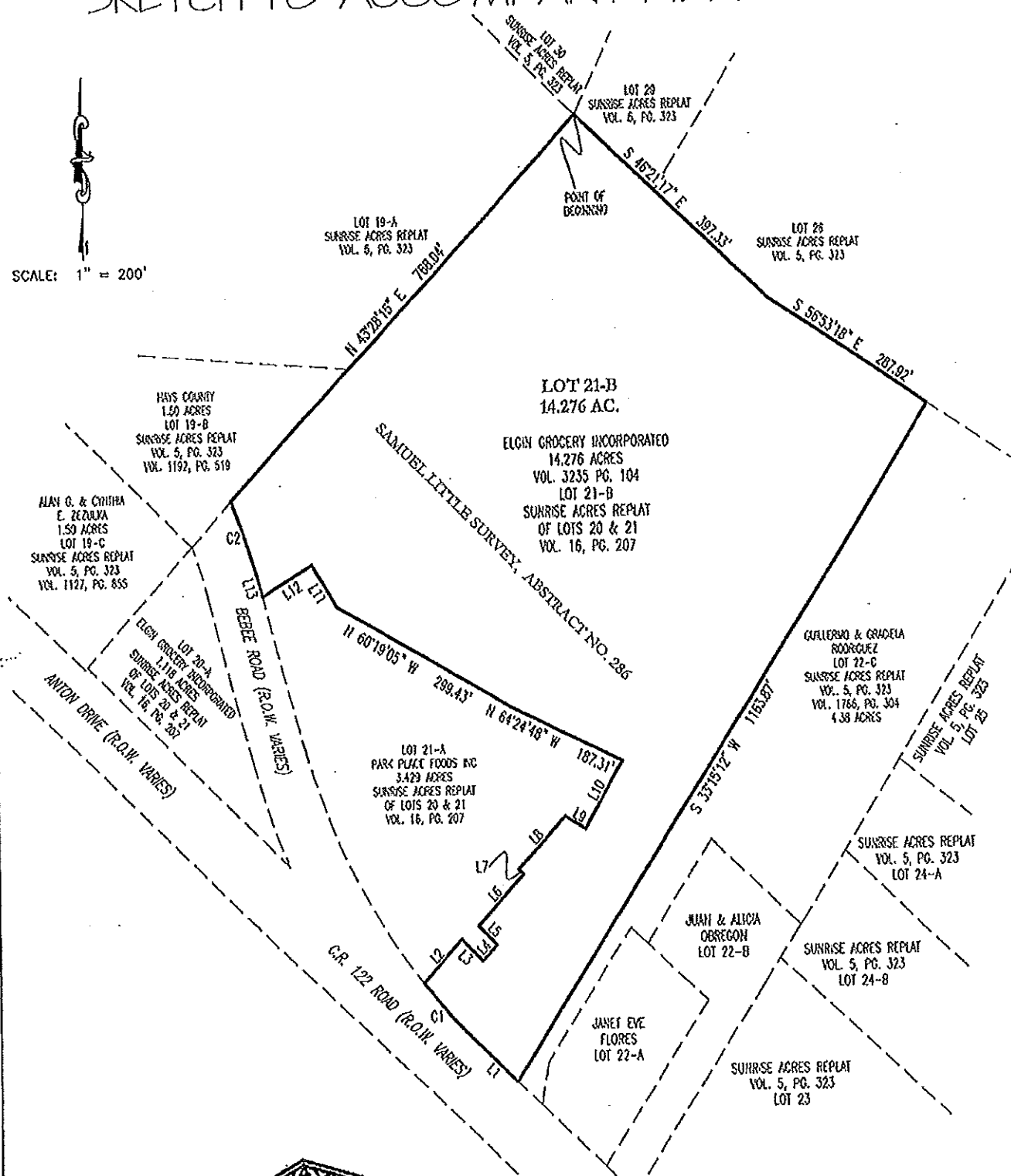
[Signature] 8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-30-13

SHEET 1 OF 2

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.N.C.T.X.)



Carlson, Brilgance & Doering, Inc.

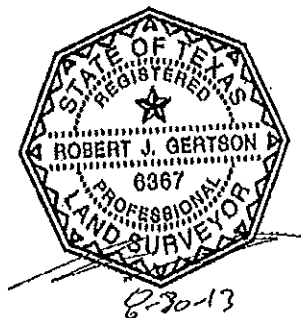
Civil Engineering • Surveying
 5501 West Wilshire Canyon Drive • Austin, Texas 78719
 Phone No. (512) 289-5160 • Fax No. (512) 289-5155

PATH: J: 4576-097\SURVEY\FN-R136930 14.276 ACRES

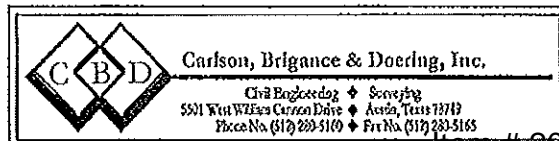
SKETCH TO ACCOMPANY FIELD NOTES

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	S59°00'17"W
L13	25.10	N15°22'55"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	956.45'	107.22'	107.17'	N41°24'38"W	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.I.L.C.T.X.)

PATH:- J: 4576-097\SURVEY\FN-R136930 14.276 ACRES ANNEXATION

Item # 26

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 MEYES 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,

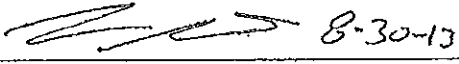
THENCE, with the common boundary line of said 1.00 acre tract, said Lot 22-C, and said lot 22-B the following three (3) courses and distances, numbered 1 through 3,

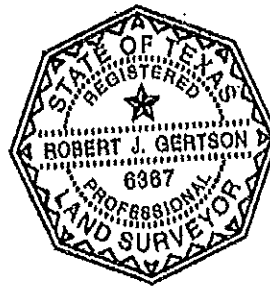
1. N12°10'30"E, for a distance of 62.10 feet to a point,
2. N35°08'00"E, for a distance of 232.58 feet to a point at the northernmost corner of said 1.00 acre tract, also being an interior ELL corner of said Lot 22-C, and
3. S45°02'00"E, for a distance of 156.97 feet to a point at the easternmost corner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

 8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

LOT 21-A
PARK PLACE FOODS INC
3.429 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

SUNRISE ACRES REPLAT
VOL. 5, PG. 323
LOT 22-C

LOT 21-B
ELGIN GROCERY INCORPORATED
14.276 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

JUAN AND ALICIA OBREGON
1.12 ACRES
LOT 22-B
SUNRISE ACRES REPLAT
VOL. 5 PG. 323
VOL. 1176, PG. 196

SUNRISE ACRES REPLAT
VOL. 5, PG. 323
LOT 24-B

1.000 ACRE
JANET EVE FLORES
1.00 ACRE
LOT 22-A
SUNRISE ACRES REPLAT
VOL. 5, PG. 323
VOL. 2589, PG. 143

SUNRISE ACRES REPLAT
VOL. 5, PG. 323
LOT 23

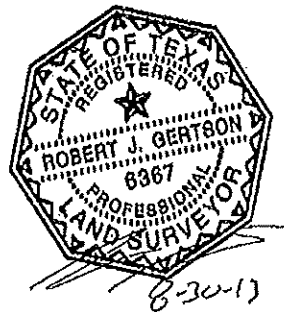
APPROXIMATE LOCATION
OF SURVEY LINE

L1

POINT OF BEGINNING

N 44°58'00" W 132.48'
C.R. 122 (R.O.W. VARIES)

S 45°02'00" E 156.97'
S 35°07'12" W 285.73'
J. STEWART SURVEY NO. 14
S. LITTLE SURVEY NO. 286



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

LINE TABLE		
LINE	LENGTH	BEARING
L1	62.10	N12°10'30"E

Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying
 5501 West Wilham Cotton Drive ♦ Austin, Texas 78769
 Phone No. (512) 283-5100 ♦ Fax No. (512) 283-5165

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.

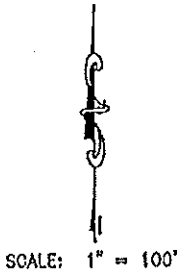
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 5, PAGE 323 (O.P.R.H.C.TX.)
 NO ON-THE-GROUND SURVEY WAS PERFORMED.

Prepared by: _____

[Signature] 9-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SAMUEL LITTLE SURVEY, ABSTRACT NO. 286

LOT 18
SUNRISE ACRES REPLAT
VOL. 5, PG. 323

LOT 19-A
SUNRISE ACRES REPLAT
VOL. 5, PG. 323

C.R. 122 (R.O.W. VARIES)

S 83°32'00" E 351.61'

1.50 ACRES

HAYS COUNTY
1.50 ACRES
LOT 19-B
SUNRISE ACRES REPLAT
VOL. 5, PG. 323
VOL. 1192, PG. 519

POINT OF BEGINNING

N 45°26'00" E 128.11'

S 45°14'00" W 348.43'

ANTON DRIVE (R.O.W. VARIES)

N 44°44'00" W 274.60'

ALAN G. AND CYNTHIA E. ZEZULKA
1.50 ACRES
LOT 19-C
SUNRISE ACRES REPLAT
VOL. 5, PG. 323
VOL. 1127, PG. 855

LOT 21-B
ELGIN GROCERY INCORPORATED
14.276 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

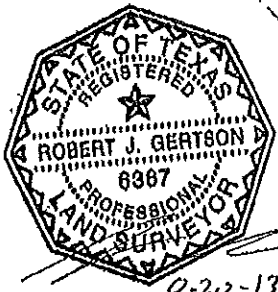
ANTON DRIVE (R.O.W. VARIES)

BEEBEE ROAD (R.O.W. VARIES)

ELGIN GROCERY INCORPORATED
LOT 20-A
1.118 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

LOT 21-A
PARK PLACE FOODS INC
3.429 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

BEFORE BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 5, PAGE 323 (O.P.A.H.C.T.X.)



8-30-13



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
5551 West Wilshire Center Drive ♦ Austin, Texas 78719
Phone No. (512) 220-5160 ♦ Fax No. (512) 220-5155

Item # 20

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 said Lot 19A, also being the northeastern corner of said Lot 18, also being the southern corner of Lot 31, of said Sunrise Acres subdivision, and also being the southwestern corner of Lot 30, of said 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

Prepared by: _____

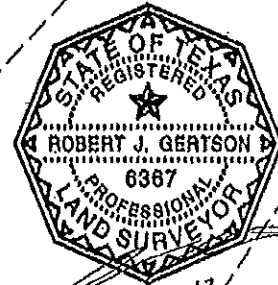
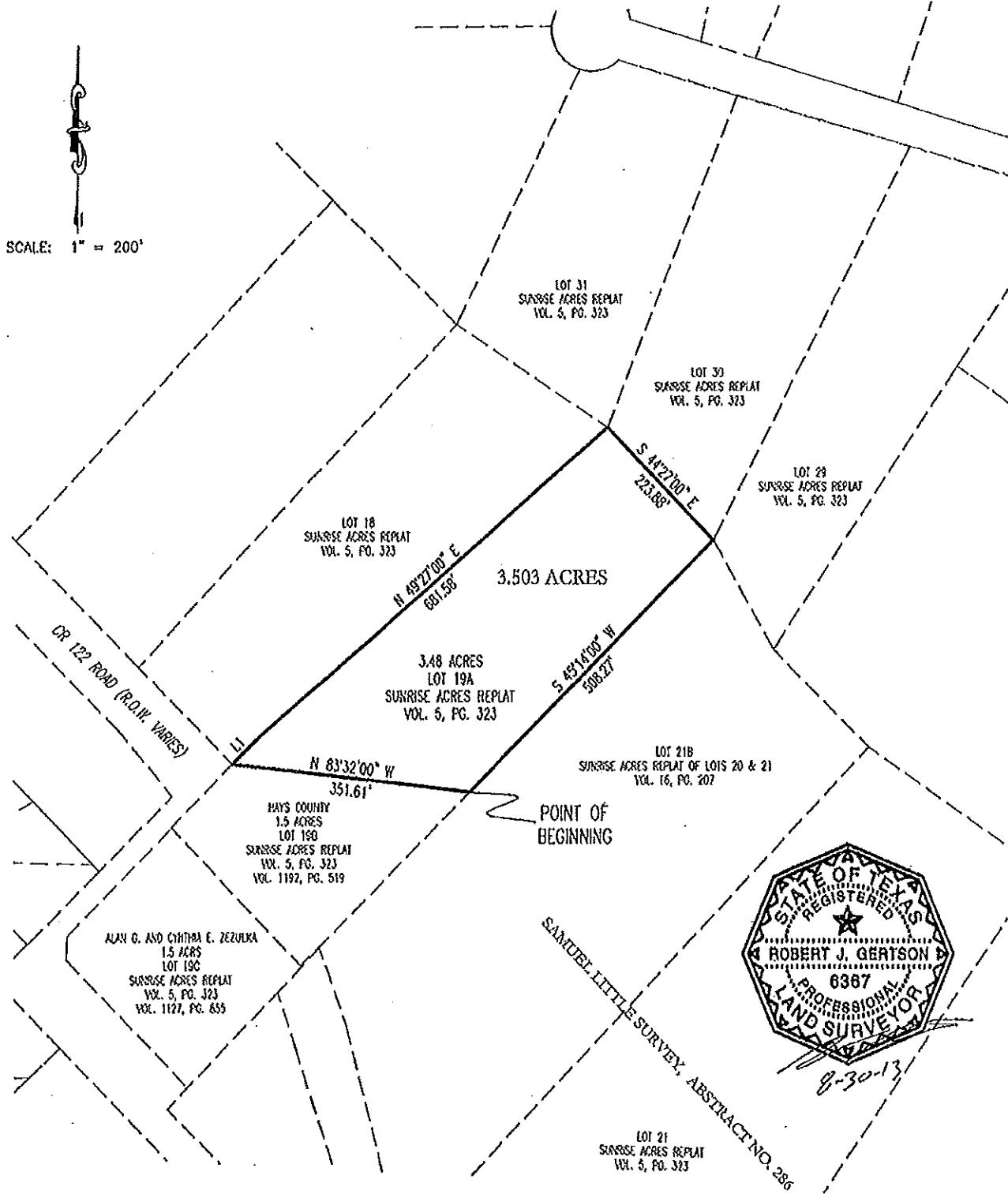
[Signature] 8-30-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-30-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 2, PAGE 346 (O.P.R.H.C.T.X.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N45°26'00"E

CBD Carlson, Briganco & Doering, Inc.
 Civil Engineering ♦ Surveying
 5501 West Wilma Center Drive ♦ Austin, Texas 78719
 Phone No. (512) 293-5169 ♦ Fax No. (512) 293-3185

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 said 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
2. 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.

Prepared by: _____

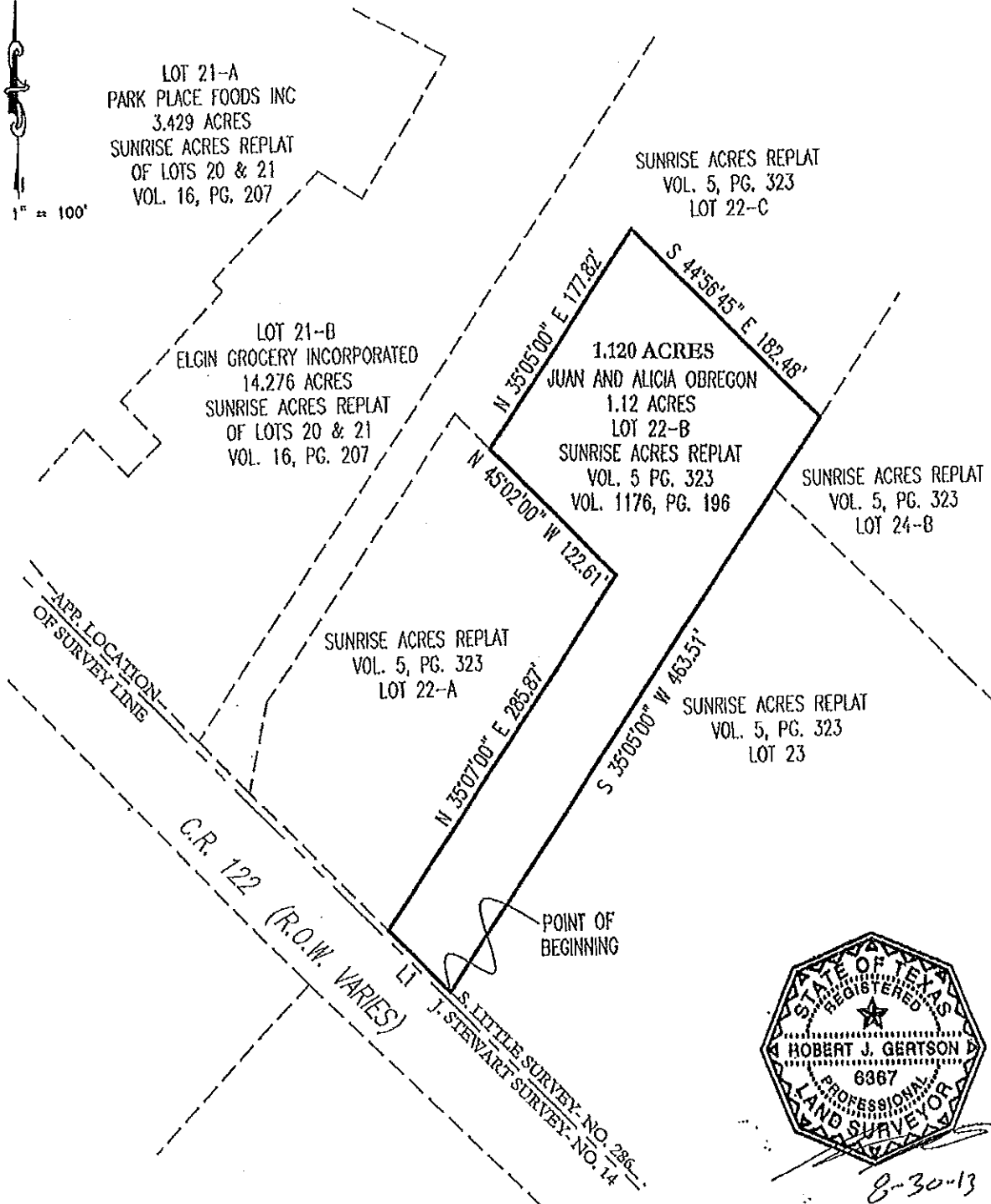
[Signature] 8-30-13
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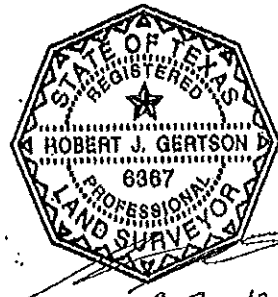
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L1	60.00	N44°58'00\"W



8-30-13

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

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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 said 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. Varles),

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,

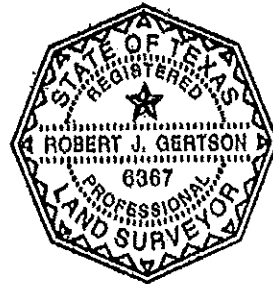
THENCE, with the common boundary line of said 3.429 acre tract, and said Lot 21B, the following thirteen (13) courses and distances, numbered 1 through 13,

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,
4. 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. S30°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: _____

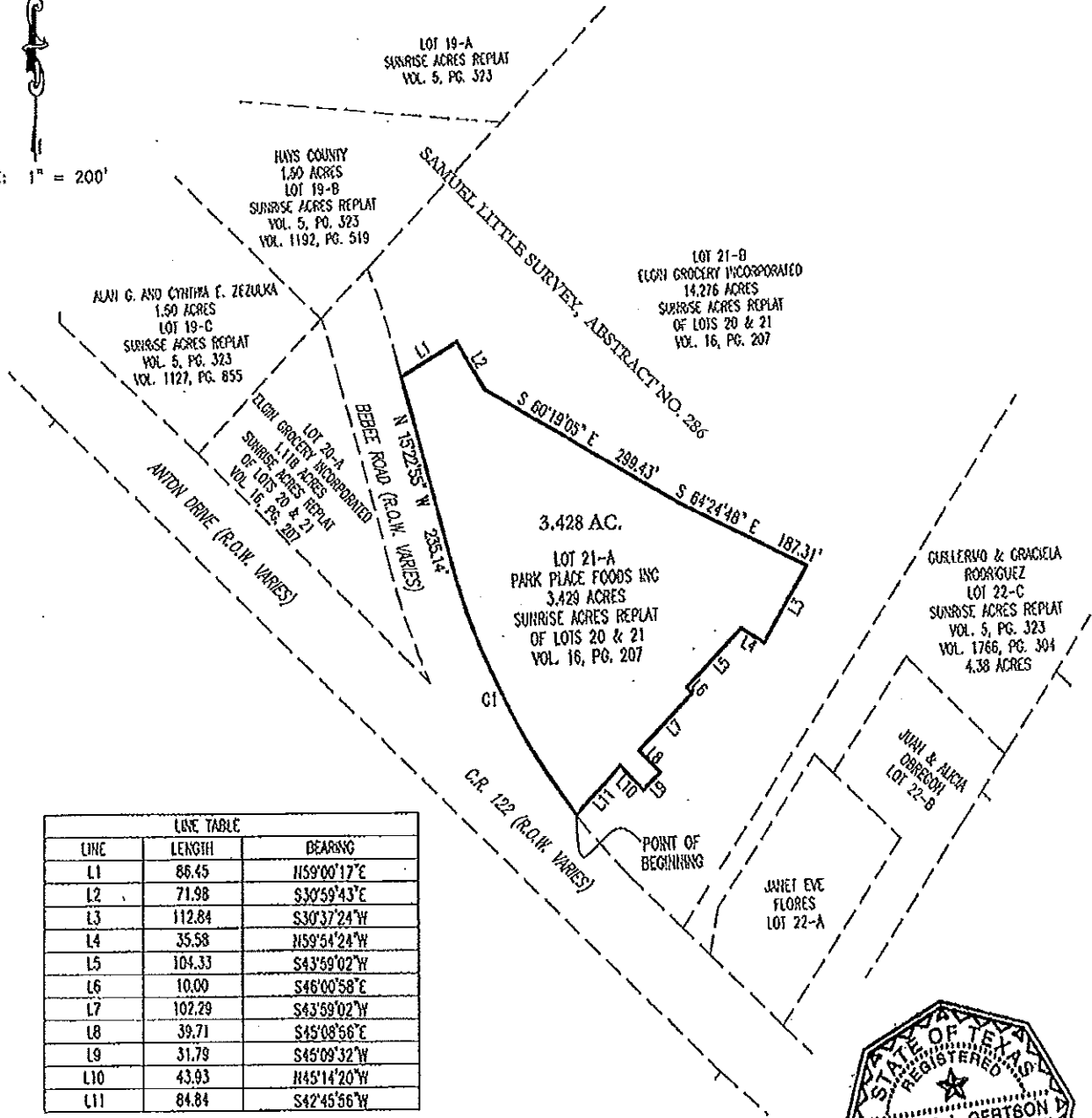
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



LINE TABLE		
LINE	LENGTH	BEARING
L1	86.45	N59°00'17"E
L2	71.98	S30°59'43"E
L3	112.84	S30°37'24"W
L4	35.58	N59°54'24"W
L5	104.33	S43°59'02"W
L6	10.00	S46°00'58"E
L7	102.29	S43°59'02"W
L8	39.71	S45°08'56"E
L9	31.79	S45°09'32"W
L10	43.93	N45°14'20"W
L11	84.84	S42°45'56"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	956.45'	379.36'	376.88'	N26°50'11"W	192.20



BEARING BASIS; PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 16, PAGE 207 (O.P.R.M.C.T.X.)

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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,

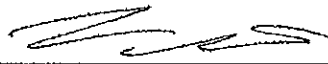
1. N45°02'00"W, for a distance of 34.36 feet to a point at the northern corner of said Lot 22-A,
2. S35°08'00"W, for a distance of 232.58 feet to a point, and
3. S12°10'30"W, for a distance of 62.10 feet to a point in said northeastern right-of-way line of C.R. 122, also being the southernmost corner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

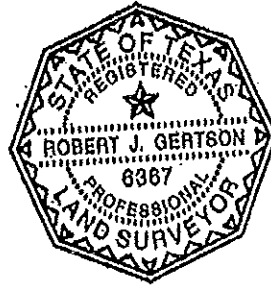
THENCE, with the common boundary line of said northeastern right-of-way line of C.R. 122, and said 4.38 acre tract, N44°58'00"W, for a distance of 50.00 feet to the POINT OF BEGINNING and containing 4.38 acres of land.

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:

 8-30-13

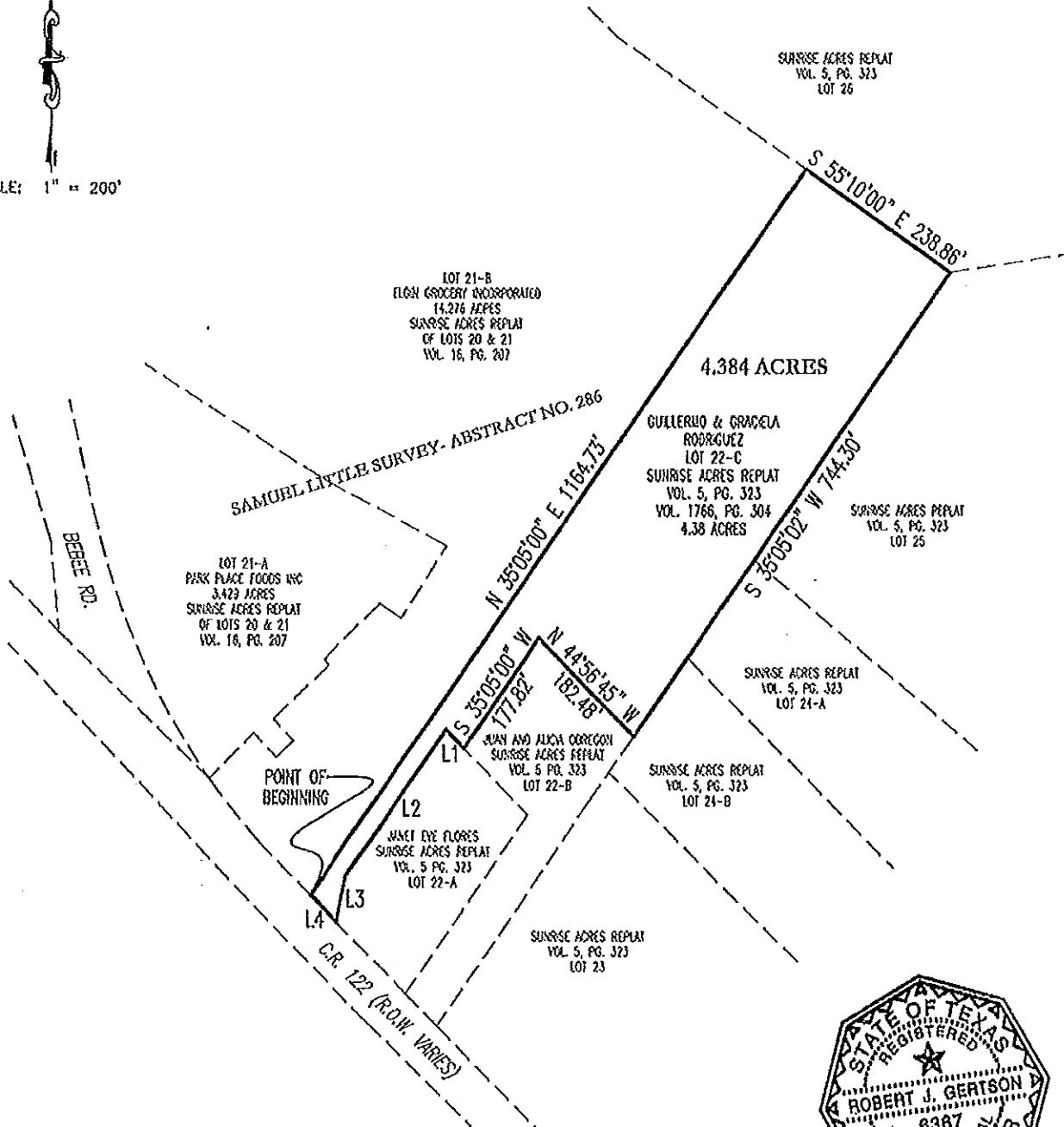
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Austin, TX 78749
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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



8-30-13

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	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, Brigrance & Doering, Inc.

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 5501 West 85th Street, Dallas, Texas 75217
 Phone No. (512) 283-5100 ♦ Fax No. (512) 283-5155

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., $S45^{\circ}14'00''W$, 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. $N44^{\circ}44'00''W$, for a distance of 251.81 feet to a point, and
2. $N00^{\circ}48'00''E$, for a distance of 33.63 feet to a point, and
3. $N45^{\circ}26'00''E$, 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, $S44^{\circ}44'00''E$, 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:

 8-29-13
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SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

LOT 18
SUNRISE ACRES
VOL. 2, PG. 346

LOT 19A
SUNRISE ACRES
VOL. 2, PG. 346

HAYS COUNTY
LOT 19B
SUNRISE ACRES
VOL. 2, PG. 346
VOL. 1192, PG. 519

LOT 21B
ELGIN GROCERY INCORPORATED
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

1.500 ACRES
ALAN C. AND CYNTHIA E. ZEZULKA
LOT 19C
SUNRISE ACRES
VOL. 2, PG. 346
VOL. 1127, PG. 855

LOT 20A
ELGIN GROCERY INCORPORATED
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

LOT 21A
PARK PLACE FOODS INC
3.429 ACRES
SUNRISE ACRES REPLAT
OF LOTS 20 & 21
VOL. 16, PG. 207

BEARING BASIS; PREPARED WITH RECORDED INFORMATION
FOUNDED IN VOLUME 2, PAGE 346 (O.P.R.H.C.T.X.)



8-79-13

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.83	N00°48'00"E



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5501 West William Cassasa Drive ♦ Austin, Texas 78745
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PATH: - J: 4576-097 \SURVEY\FN-R44087 1.500 ACRES ANNEXATION

Item # 20



CITY OF KYLE, TEXAS

32.3 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First 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 attachments

Budget Information: N/A

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 [Ordinance and Exhibit](#)

ORDINANCE 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.

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 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*.

PASSED AND APPROVED on First Reading this 17th day of December, 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.

(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, 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 L.K. MILLER SURVEY, ABSTRACT NUMBER 337, AND THE J.L. GOFORTH SURVEY, ABSTRACT 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,
2. 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,
2. 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 B, 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:

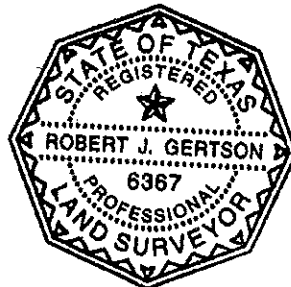
1. N89°37'00"W a distance of 450.00 feet to a point, for the southwestern corner of said 32.377 acre tract, also being an angle corner of said 7.210 acre tract,
2. N13°46'00"W, for a distance of 817.18 feet to a western corner of said 32.377 acre tract and the southeastern corner of said 5.115 acre tract,

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.

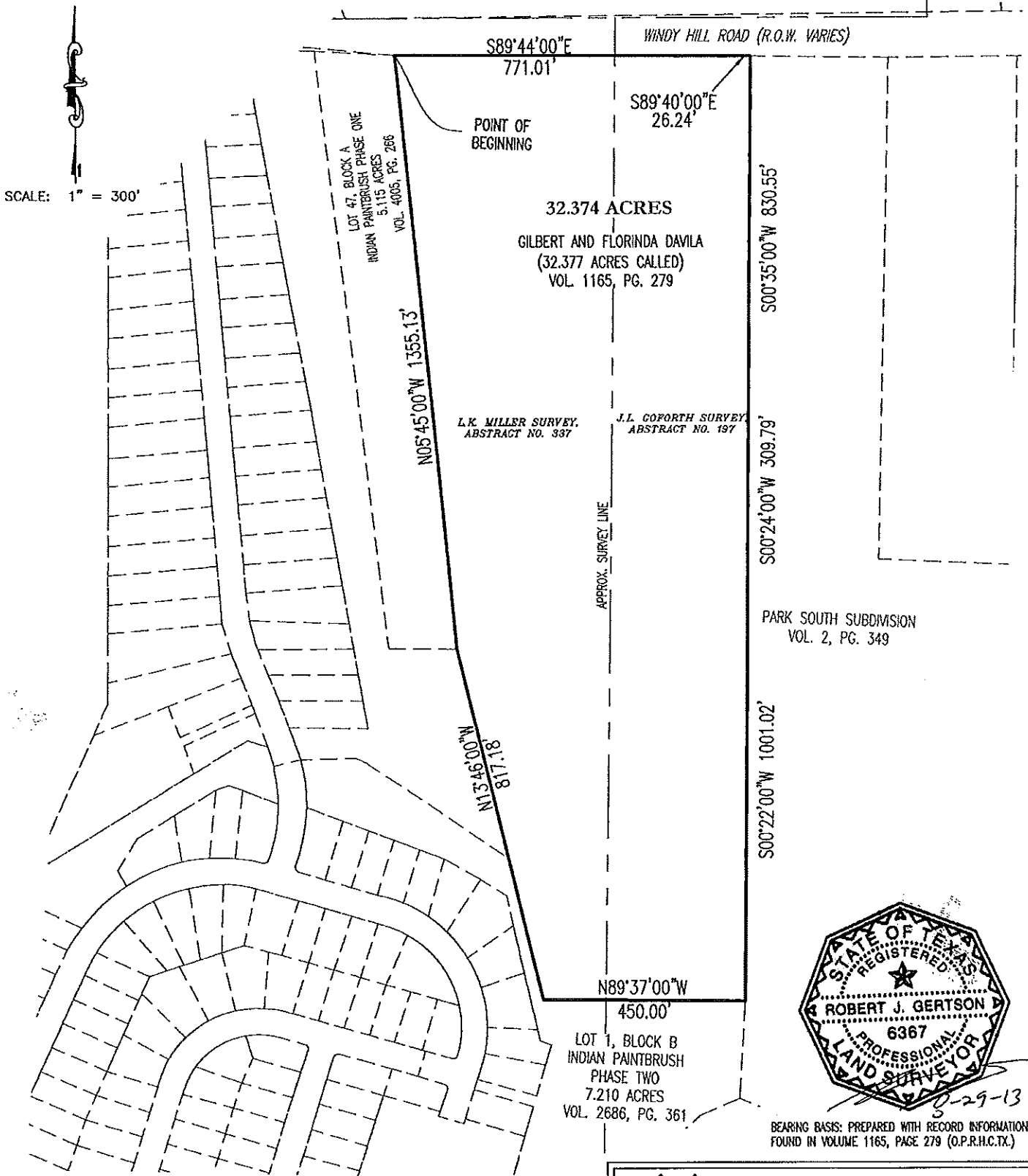
THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 1165, PAGE 279 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by: _____

Robert J. Gertson 8-29-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 1165, PAGE 279 (O.P.R.H.C.T.X.)



Carlson, Brigrance & Doering, Inc.

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



CITY OF KYLE, TEXAS

35 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First 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 attachments

Budget Information: N/A

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- [Ordinance and Exhibit](#)
 - [Request from Property Owner](#)
-

ORDINANCE 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*.

PASSED AND APPROVED on First Reading this 17th day of December, 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.

(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

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, $S00^{\circ}02'14''W$, 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, $N89^{\circ}35'26''W$, 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,

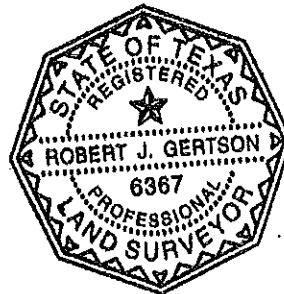
THENCE, with the common boundary line of said 1.899 acre tract, and said Lot 4, Block A, $N06^{\circ}48'52''W$, for a distance of 125.98 feet to a point, for the northwestern corner of said 1.899 acre tract, also being a point on the western line of Lot 3B, Block A, of said Georgia Lea Subdivision, and 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, $N89^{\circ}23'50''E$ 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, PAGE 484 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Prepared by: _____

 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
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 Austin, TX 78749
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

DICK WHITTON
LOT 1, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32

YRDE TOLER
LOT 2, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 3434, PG. 761

AGF KARONIA
LOT 4, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 4318, PG. 145

A. REUSS SURVEY, ABSTRACT NO. 397
J.B. EAVES SURVEY, ABSTRACT NO. 346

OSCAR M. GONZALES
PART OF LOT 38, BLOCK A
GEORGIA LEA SUBDIVISION REPLAT
2.039 ACRES
VOL. 15, PG. 172
VOL. 4033, PG. 430

OSCAR M. GONZALES
PART OF LOT 38, BLOCK A
GEORGIA LEA SUBDIVISION REPLAT
1.899 ACRES
VOL. 15, PG. 172
VOL. 3780, PG. 484

POINT OF BEGINNING

N 06°48'52" W
125.98'

N 89°23'50" E

642.47'

1.905 Acres

N 89°35'26" W

627.42'

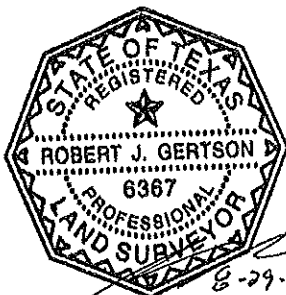
S 00°02'14" W
136.33'

DACY LN.

A. REUSS SURVEY, ABSTRACT NO. 397
J.L. GOFORTH SURVEY, ABSTRACT NO. 197

NAB LLC
LOT 3A, BLOCK A
GEORGIA LEA SUBDIVISION REPLAT
VOL. 15, PG. 172

WINDY HILL ROAD (R.O.W. VARIES)



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 15, PAGE 172 &
VOLUME 3780, PAGE 484 (O.P.R.H.C.T.X.)



Carlson, Brigrance & Doering, Inc.

Civil Engineering • Surveying
5501 West William Casson Drive • Austin, Texas 78749
Phone No. (512) 283-5160 • Fax No. (512) 283-5155

PATH: - J: 4576-097\SURVEY\FN-R131652 1.905 ACRES ANNEXATION
Item # 22

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, N06°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,

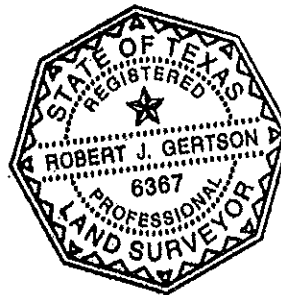
THENCE, with the common boundary line of said 2.009 acre tract, and said Lot 2, Block A, N87°40'22"E a distance of 657.95 feet to a point, for the northeastern corner of said 2.009 acre tract, also being the southwestern corner of said Lot 2, Block A, of said Georgia Lea Subdivision, and also being the 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

Prepared by: _____

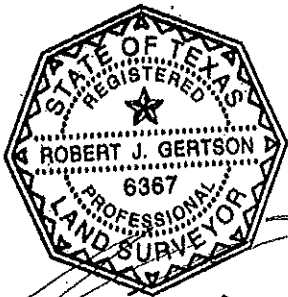
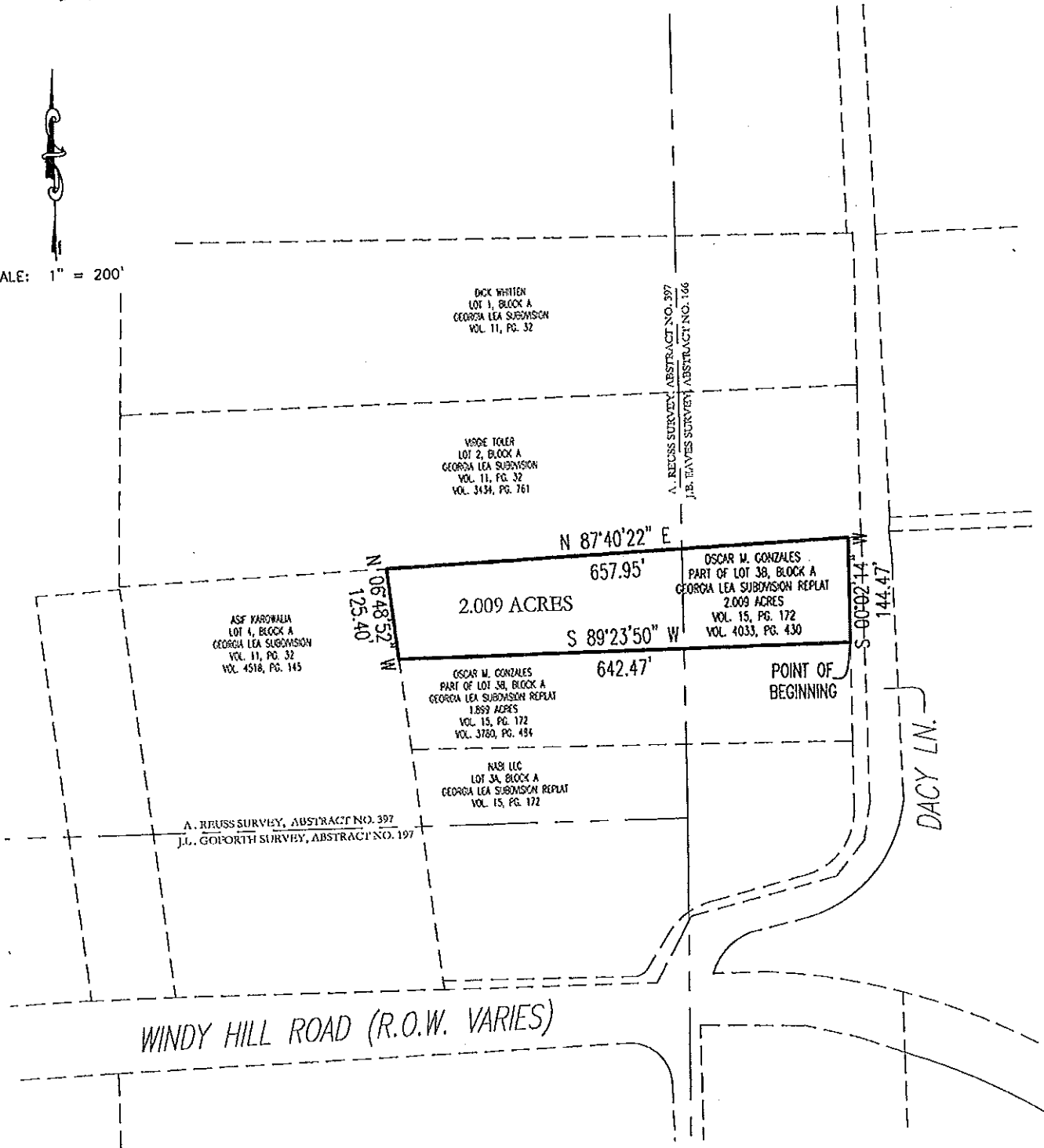
Robert J. Gertson 9-3-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'



9-3-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 15, PAGE 172 & VOLUME 4033, PAGE 430 (O.P.R.H.C.TX.)

Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying
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 Phone No. (512) 283-5109 ♦ Fax No. (512) 283-5165

PATH:- J: 4576-097\SURVEY\FN-R131748 2.009 ACRES ANNEXATION Item # 22

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 Karowalla 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,

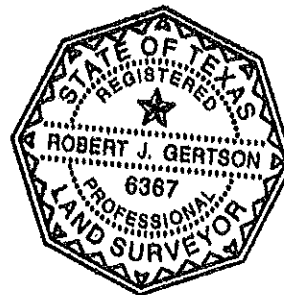
THENCE, with the common boundary line of said Lot 4, Block A, said Lot 3B and Lot 3A of said Georgia Lea Subdivision Replat, S06°48'52"E a distance of 588.52 feet to a point for the southeastern corner of said Lot 4, Block A, also being the southwestern corner of said Lot 3A, Block A,

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: _____

 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Briggance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
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 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

J.N. FRANKS SURVEY, ABSTRACT NO. 177

DOCK WITTEN
7.67 ACRES
VOL. 345, PG. 629

DOCK WITTEN
LOT 1, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32

VERGE TOLER
LOT 2, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 343, PG. 761

OSCAR M. GONZALES
PART OF LOT 38, BLOCK A
GEORGIA LEA SUBDIVISION REPLAT
2.009 ACRES
VOL. 15, PG. 172
VOL. 483, PG. 430

OSCAR M. GONZALES
PART OF LOT 38, BLOCK A
GEORGIA LEA SUBDIVISION REPLAT
1.899 ACRES
VOL. 15, PG. 172
VOL. 3780, PG. 484

A. REUSS SURVEY,
ABSTRACT NO. 397
J.L. GOFORTH SURVBY,
ABSTRACT NO. 197

ROB LUC
LOT 3A, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32

ASIF KAROWALIA
LOT 1, BLOCK A
PEACH SUBDIVISION
VOL. 7, PG. 214
VOL. 4562, PG. 32

N 87°40'51" E

380.64'

5.051 Acres

ASIF KAROWALIA
LOT 4, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 4518, PG. 145

N 06°48'52" W
571.14'

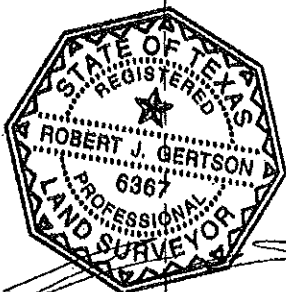
S 06°48'52" E
588.52'

POINT OF BEGINNING

N 89°43'20" W

382.39'

WINDY HILL ROAD (R.O.W. VARIES)



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 1388, PAGE 870 (O.P.R.H.C.TX.)



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Phone No. (512) 280-5160 ♦ Fax No. (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,

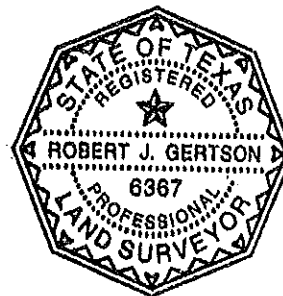
THENCE, with the common boundary line of said Lot 1, Block A, and said 7.097 acre tract, N86°53'44"E a distance of 120.28 feet to a point, for the northeastern corner of said Lot 1, Block A, also being the southwestern corner of Lot 2, Block A, of said Georgia Lea Subdivision, and the northwestern corner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

8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

DICK WHITTEN
7.097 ACRES
VOL. 345, PG. 629

VIRGIE TOLER
LOT 2, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 3434, PG. 761

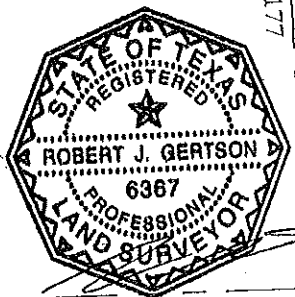
ASIF KAROWALIA
LOT 1, BLOCK A
ROSY PEACH SUBDIVISION
VOL. 7, PG. 214
VOL. 4562, PG. 32

ASIF KAROWALIA
LOT 4, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 4518, PG. 145

A. REUSS SURVEY,
ABSTRACT NO. 397

J.L. GOFORTH SURVEY,
ABSTRACT NO. 197

J.N. FRANKS SURVEY, ABSTRACT NO. 177



8-29-13

N 86°53'44" E

120.28'

1.564 Acres

N 06°41'56" W

563.73'

S 06°41'56" E

571.10'

N 89°36'58" W

120.96'

POINT OF
BEGINNING

WINDY HILL ROAD (R.O.W. VARIES)

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 7, PAGE 214 AND
VOLUME 4562, PAGE 32 (O.P.R.J.C.T.X.)



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 Phone No. (512) 283-5160 • Fax No. (512) 283-5165

PATH: - J: 4576-097\SURVEY\FN-R71757 1.564 ACRES ANNEXATION Item # 22

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 S38°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 S54°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 S61°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: _____

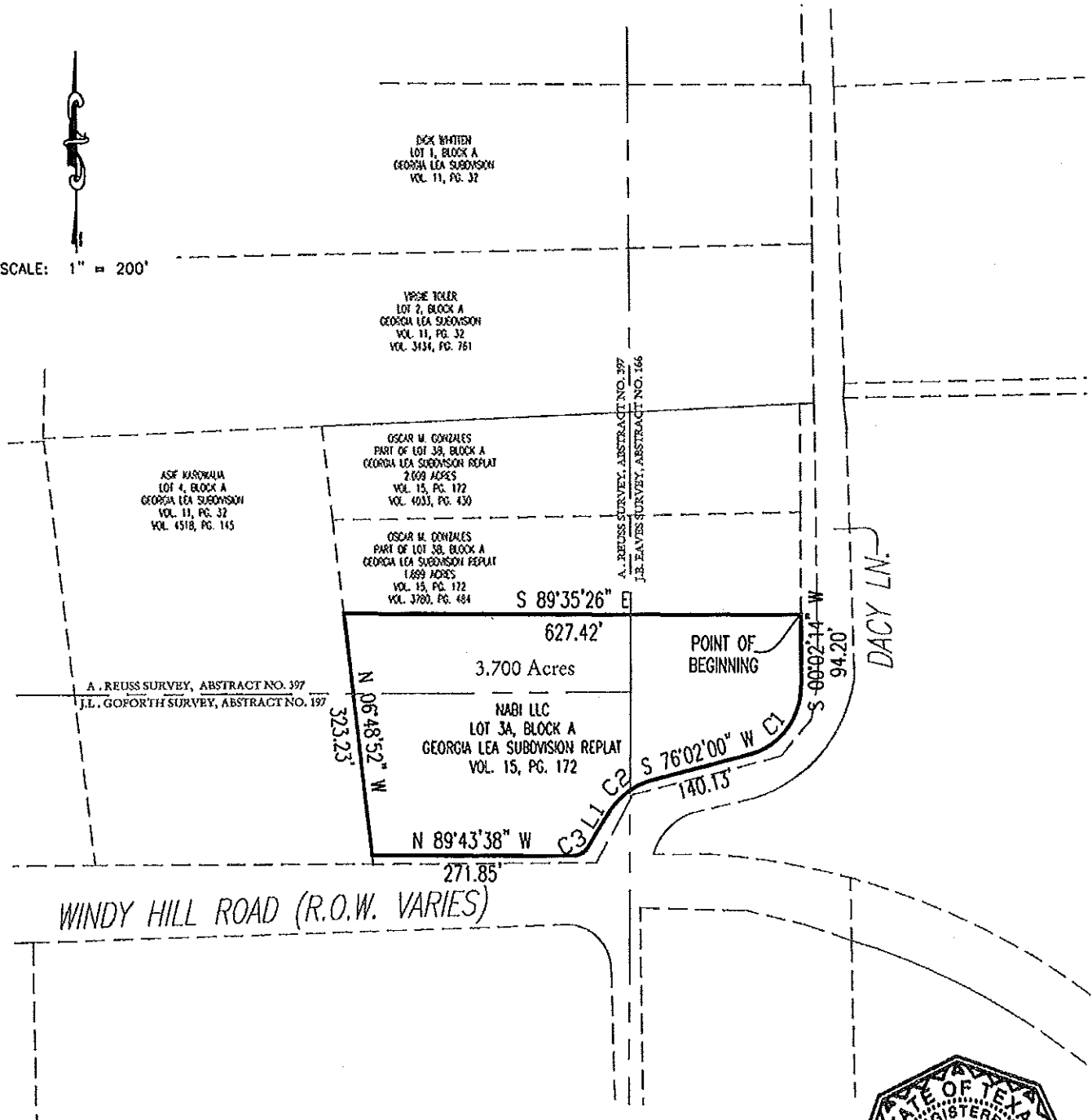
8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

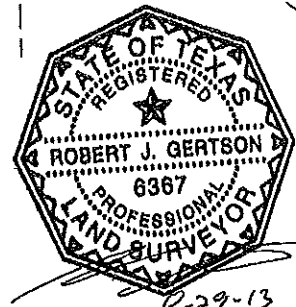


CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	92.00'	122.03'	113.28'	S38°02'07"W	71.88
C2	103.00'	78.43'	76.55'	S54°13'13"W	41.23
C3	25.00'	25.25'	24.19'	S61°20'24"W	13.82

LINE TABLE

LINE	LENGTH	BEARING
L1	52.30	S32°24'28"W



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 15, PAGE 172 (O.P.R.H.C.TX.)



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Item # 22

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,

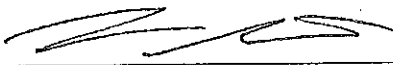
THENCE, with the common boundary line of said Lot 2, Block A, and Lot 3B, Block A, and Lot 4, Block A, in said Georgia Lea Subdivision, S87°40'51"E, for a distance of 1056.64 feet to a point for the southwestern corner of said Lot 2, Block A, and the northeastern corner of Lot 1, Block A, in Rosy Peach 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:

 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 300'

DICK WHITTEN
7.097 ACRES
VOL. 345, PG. 629

A. REUSS SURVEY,
ABSTRACT NO. 397

J.B. EAVES SURVEY,
ABSTRACT NO. 166

ASIF KAROWALIA
LOT 1, BLOCK A
ROSY PEACH SUBDIVISION
VOL. 7, PG. 214
VOL. 4562, PG. 32

DICK WHITTEN
LOT 1, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32

VIRGIE TOLER
LOT 2, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 3434, PG. 761

POINT OF
BEGINNING

J.N. FRANKS SURVEY, ABSTRACT NO. 177

N 01°30'58" E

238.40'

N 89°08'41" E

1049.18'

5.428 Acres

211.22'

S 00°06'30" E

DACY LN.

S 87°40'51" W

1056.64'

ASIF KAROWALIA
LOT 4, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 4518, PG. 145

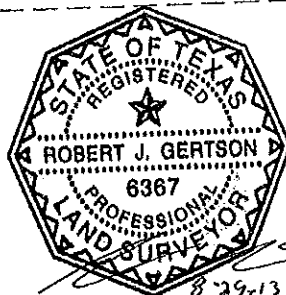
OSCAR M. GONZALES
PART OF LOT LOT 3B, BLOCK A
GEORGIA LEA SUBDIVISION
2.009 ACRES
VOL. 11, PG. 32
VOL. 4033, PG. 430

A. REUSS SURVEY,
ABSTRACT NO. 397

J.L. GOFORTH SURVEY,
ABSTRACT NO. 197

WINDY HILL ROAD (R.O.W. VARIES)

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 11, PAGE 2 &
VOLUME 3434, PAGE 761 (O.P.R.H.C.TX.)



CBD Carlson, Brigance & Doering, Inc.
Civil Engineering ♦ Surveying
5501 West William Carlson Drive ♦ Austin, Texas 78749
Phone No. (512) 240-5160 ♦ Fax No. (512) 240-5160

FORM # 22

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,

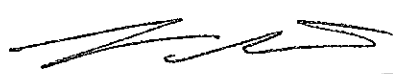
THENCE, with the common boundary line of said Lot 1, Block A, and said 7.097 acre tract, N01°30'58"E, for a distance of 238.41 feet to a point for the northwestern corner of Lot 1, Block A, and an angle corner of said 7.097 acre tract,

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

Prepared by:

 8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brigance and Doering, Inc.
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
 rgertson@cbdeng.com



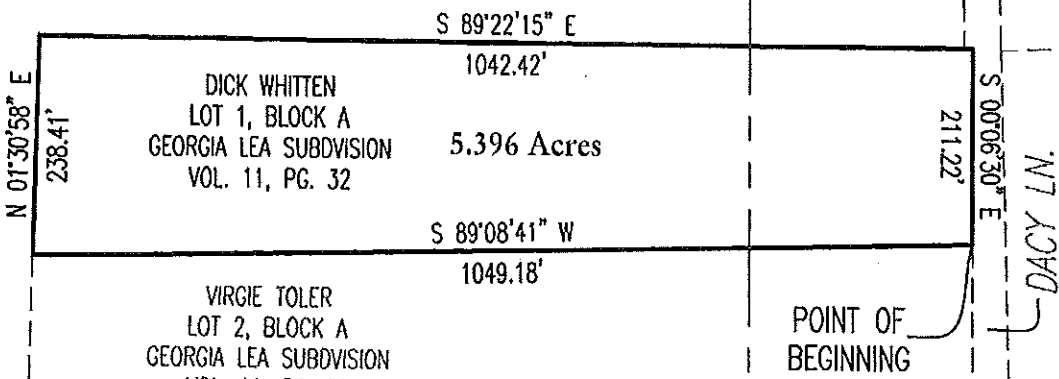
SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

DICK WHITTEN
7.097 ACRES
VOL. 345, PG. 629

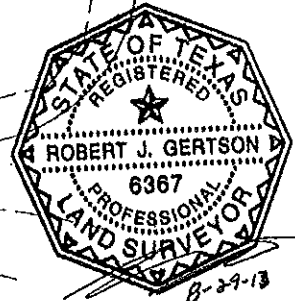
A. REUSS SURVEY,
ABSTRACT NO. 397
J.B. EAVES SURVEY,
ABSTRACT NO. 166



VIRGIE TOLER
LOT 2, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 3434, PG. 761

A. REUSS SURVEY,
ABSTRACT NO. 397
J.L. GOFORTH SURVEY,
ABSTRACT NO. 197

WINDY HILL ROAD (R.O.W. VARIES)



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 11, PAGE 32 (O.P.R.H.C.TX.)

Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying
5501 West Wilham Casson Drive ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (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: _____

8-29-13
 ROBERT J. GERTSON, R.P.L.S. NO. 6367
 Carlson, Brlgance 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'

CONTINENTAL HOMES OF TEXAS
14.96 ACRES
VOL. 4436, PG. 231

DICK WHITTEN
7.097 ACRES
VOL. 345, PG. 629

ASIF KAROWALIA
LOT 1, BLOCK A
ROSY PEACH SUBDIVISION
VOL. 7, PG. 214
VOL. 4562, PG. 32

DICK WHITTEN
LOT 1, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32

VIRGIE TOLER
LOT 2, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 3434, PG. 761

ASIF KAROWALIA
LOT 4, BLOCK A
GEORGIA LEA SUBDIVISION
VOL. 11, PG. 32
VOL. 4518, PG. 145

A. REUSS SURVEY,
ABSTRACT NO. 397
J.L. GOFORTH SURVEY,
ABSTRACT NO. 197

J.N. FRANKS SURVEY, ABSTRACT NO. 177

N 00°03'37" E
730.64'

10.193 Acres

DICK WHITTEN
REMAINDER OF 195.9 ACRES
VOL. 345, PG. 629

J.N. FRANKS SURVEY,
ABSTRACT NO. 177

S 84°48'40" E
703.19'

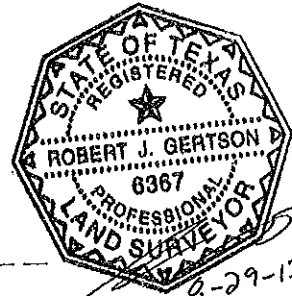
S 86°46'48" W
120.28'

S 01°30'58" W
114.10'

S 06°48'54" E
563.73'

POINT OF BEGINNING

WINDY HILL ROAD (R.O.W. VARIES)



BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 345, PAGE 629 (O.P.R.H.C.TX.)



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
5901 West William Casson Drive ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

PATH:- J: 4576-097\SURVEY\FN-R17614 10.193 ACRES ANNEXATION Item # 22

LAW OFFICE OF TERENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law
(512) 347-9977
(512) 306-8903-FAX
tirion@tirionlaw.com

November 15, 2013

VIA EMAIL: planning@cityofkyle.com

Ms. Sophia Nelson
Planning Department
City of Kyle
100 W. Center Street
P.O. Box 40
Kyle, Texas 787640

RE: Lots 3 and 4, Block A, Georgia Lea Subdivision; and
Lot 1, Block A, Rosie Peach Subdivision;
Windy Hill Road Annexation

Dear Ms. Nelson:

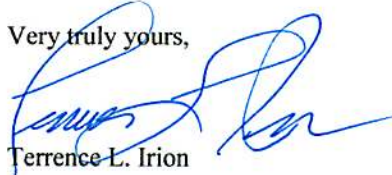
I represent, Asif Karowalia and The Nabia, LLC ("Owner") of the above referenced Property. The purpose of this letter is to declare the Owner's support for the proposed annexation, provided the City brings the above described Parcels into the City with original permanent zoning which supports the current use of the Mi Rancho Meat Market on Parcel R131651 and the proposed multi-family development on Parcels R108168 and R71757.

As you know, the Owner originally requested voluntary annexation into the City in order to connect to the City's wastewater system after it had experienced problems with the onsite sewage facility ("OSSF") system serving the Meat Market Tract. Those deficiencies have since been addressed and there is no immediate health and safety need to connect to the collective sewer system, although Owner is still willing to do so. Owner would request clarification of the Municipal Service Plan with respect to wastewater service to clearly commit to providing wastewater service to the annexed property.

What is of immediate concern to the Owner is the impact annexation may have on the development of the multi-family project on the two parcels to the west of the Meat Market. Owner requests that original permanent zoning at time of annexation designate these two parcels for multi-family use. The two Parcels were purchased early fall of last year for the express purpose of developing a multi-family project on the Property. The Owner has already obtained a Hays County Development Permit for multi-family use on these two Parcels. Much planning has already gone into developing the multi-family use on these two Parcels and Owner would request a conforming zoning designation for these Parcels upon annexation.

We look forward to discussing the details of this annexation during the upcoming public hearings. Should you desire any additional specific information regarding Owner's current development plans on the undeveloped portions of the above described property, please feel free to contact me.

Very truly yours,



Terrence L. Irion

TLI:lm

Cc: Asif Karowalia
The Nabia, LLC



CITY OF KYLE, TEXAS

Mi Rancho Development Agreement

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Consider a Development Agreement between the City of Kyle and the owners of Mi Rancho, located on Windy Hill Road, regarding a request of delay of annexation ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

[Mi Rancho Annexation Agreement](#)

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Hays County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City’s ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner’s property as part of the City’s annexation process, Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees that any buildings constructed on the Property that would require a building permit if the Property were in the City limits, shall be subject to the building codes of the City.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any

and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that when Property Owner submits an application for a Certificate of Occupancy, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The initial term of this Agreement (the "Initial Term") is Twelve (12) months from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: _____

Name: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2011, by _____, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

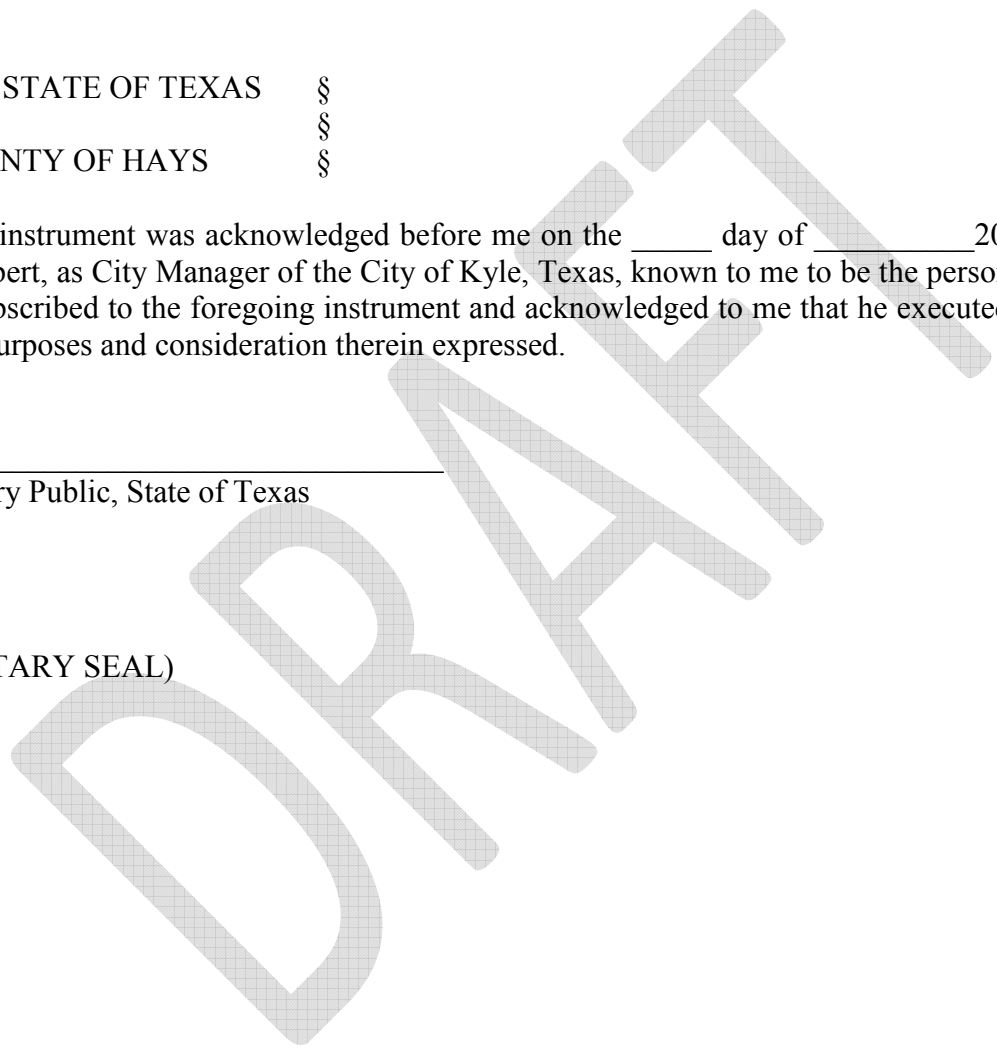
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)





CITY OF KYLE, TEXAS

1.5 acres

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First 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 attachments

Budget Information: N/A

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

Attachments / click to download

[Ordinance and Exhibit](#)

ORDINANCE 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 17th day of December, 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.

(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

1.500 Acres
E. Pruet 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.),

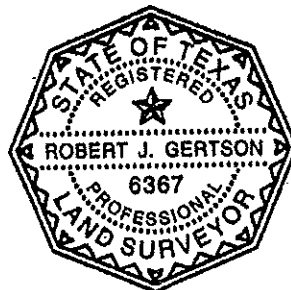
THENCE, with the common boundary line of said 1.5 acre tract, and said Lot 1, S32°00'00"W, for a distance of 482.15 feet to a point, for the southeastern corner of said 1.5 acre tract, also being the southwestern corner of said Lot 1, and also being a point in the northern right-of-way line of said CR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

Prepared by: _____

8-29-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Briggance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

THE E. PRUETT SURVEY, A-376

CITY OF KYLE
13.22 ACRES
VOL. 3344, PG. 684

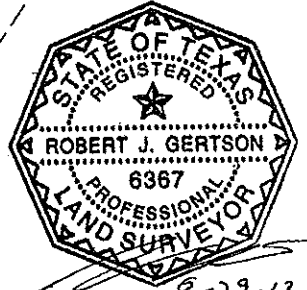
1.500 Acres

ALFONSO & HOPE MARTINEZ
(1.5 ACRES CALLED)
VOL. 262, PG. 597

POINT OF BEGINNING

LOT 1
SILVER MILLS
VOL. 4, PG. 45

CR 122 (R.O.W. VARIES)



8-29-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 262, PAGE 597 (O.P.R.H.C.TX.)



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
5501 West William Cannon Drive ♦ Austin, Texas 78749
Phone No. (512) 283-5160 ♦ Fax No. (512) 283-5165



CITY OF KYLE, TEXAS

Bernice Valdez Waiver

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Consider a request by Bernice Valdez for a waiver of site development fees for a site development application that would allow the placement of a 560 square foot building located at 206 E. Moore Street. ~ *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

[Staff Report](#)

[Valdez Waiver Request](#)



MEMO

To: City Council

From: Sofia Nelson, Director of Planning

Date: December 6, 2013

Re: Request for site plan fee waiver

Request

Mrs. Bernice Valdez has requested a fee waiver in the amount of \$1722.34 for site development application permit fee.

Background

The applicant owns the property located at 206 E. Moore Street. The property is currently developed as a hair salon with a small parking lot to service the use of the property. The property was redeveloped into its current use in 2010. It was at that time the property owner was required to submit site development permit for the parking lot. A site development permit was approved and included landscaping, parking, detention and was approved in accordance with all site development and zoning requirement met.

The applicant is now seeking to add a 560 square foot storage building. As a commercially zoned and used property the following code section requires the property owner to submit a site development application:

Sec. 32-42. Required. A site development plan as provided for in, and meeting the requirements of, this article prior to the development or construction of any improvements on any lot that is zoned other than single-family residential or two-family residential, or that is intended for any use for any purpose or occupancy other than for single-family or two-family residential occupancy.

The adopted fee schedule outlines a site development fee of \$1631.78 + \$90.56 per acre. For the subject property this requires a fee of \$1722.34.

Staff Analysis

In its current form the site development ordinance does not distinguish between large commercial developments and smaller less intense development. The same application materials, format, site requirements (landscaping is dependent on size of lot, detention and parking are dependent on size of development), and fees are required regardless of the scope of the project.

In effort to create a more streamlined and appropriate process for a smaller commercial projects staff included a fee in the annual budget for a small site development permit. The adopted fee is \$894.47. The fee was based on the fees of surrounding cities and the average time put in by reviewers required to review smaller site development applications. Due to other projects the Planning Department and Planning Commission have been tasked with a “small site development” application has not been coded for in the City Code.

Staff has determined that the proposed development for the subject property is the type of development that is envisioned to qualify for a small site development process. As a result of staff findings staff is recommending the applicant submit the required site development application with a reduced fee of \$894.47 (the adopted fee for small site development applications).

From: Bernice Valdez [mailto:rememberbernice@icloud.com]
Sent: Monday, November 25, 2013 6:31 PM
To: Sofia Nelson
Subject: Re: Shed at 206 E Moore St.

Ms. Nelson,

The amount we would like for the Council to reconsider is the waiving of the site permit of \$1722.34. Please place this on the agenda and let us know when and what time we need to be there to discuss with the Council. Thank you.

Bernice Valdez

Sent from my iPad

On Nov 22, 2013, at 11:16 AM, Sofia Nelson <snelson@cityofkyle.com> wrote:

Good Morning, Mrs. Valdez- I am writing you today for a couple of reasons. The first I wanted to follow-up on the below email I sent you yesterday asking you specifically what your request to Council is so that I can add the correct request to the council agenda. For example are you seeking a partial fee waiver of the application fee for the project- a certain % reduction or seeking to pay a specific amount. The second reason I am writing you is to say thank you for the gift card you dropped of to my attention for a haircut service at Hair Therapy Salon. I am sincerely appreciative of the gift- thank you for your kindness. I will be sharing it with the Human Resources Department to raffle off during our next employee meeting.

The Planning Department is here to help you within the parameters available to us in the code.

Thank you again,

Sofia Nelson

--

Sofia Nelson, CNU-A
Planning Director
City of Kyle
 office- [512.262.3925](tel:512.262.3925)
 cell- [512.644.5432](tel:512.644.5432)

From: Sofia Nelson [mailto:snelson@cityofkyle.com]
Sent: Thursday, November 21, 2013 9:43 AM
To: 'Bernice Valdez'; district2 rep; 'rememberbernice@gmail.com'
Cc: Mario Perez; James Earp; Lanny Lambert
Subject: RE: Shed at 206 E Moore St.

Mrs. Valdez- Thank you for your email. As we discussed since your property is zoned and used commercially a site development application is required prior to proceeding with the placement of the storage facility. I understand your concerns regarding the permit fees associated with the site development application. Are you requesting a fee waiver for your project, if so how much? As we

discussed only the City Council can waive application fees. I am able to add your request to the next agenda possible but I need to make sure I understand what you are requesting. Please let me know if you have any questions or concerns.

Sofia Nelson

--

Sofia Nelson, CNU-A
Planning Director
City of Kyle
office- [512.262.3925](tel:512.262.3925)
cell- [512.644.5432](tel:512.644.5432)

From: Bernice Valdez [<mailto:rememberbernice@icloud.com>]
Sent: Monday, November 18, 2013 8:10 PM
To: district2rep@cityofkyle.com
Cc: snelson@cityofkyle.com
Subject: Shed at 206 E Moore St.

Dear Ms. Becky Selbera,

My name is Bernice Valdez and I am the current owner of the property located at 206 E. Moore Street in Kyle, where my daughter's Hair Therapy Salon is presently located. We acquired the property a few years ago with a vision of renovating the little home and making it a place that would represent Kyle with its "Simply Charming" place to come live and do business with.

This project started long before any dirt began turning for the new access road. During the public's construction, our property acquired much dirt and very limited access to the premises. However, despite some of these setbacks, we are pleased to announce that we are now officially in business!

We are thrilled with the way the home renovation turned out. Our only setback is lack of storage room. In order for us to keep adequate inventory, we would like to place a shed on the premises to house some of these items as well as some personal belongings. We inquired of the city for compliance purposes. After visiting with Sofia Nelson about our concern for the exorbitant fees in having the shed placed on the property, she recommended us writing a letter to you for reconsideration.

Would you accept my personal invitation to come visit the property? I would love to show you around and share with you my vision. Please contact me at your earliest convenience. I can be reached at [512-738-1795](tel:512-738-1795) or by email rememberbernice@gmail.com to make arrangements to visit. Thank you for your time and service.

Sincerely,

Bernice Valdez



CITY OF KYLE, TEXAS

Plum Creek amendment to lighting maintenance responsibilities

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Consider a request by Plum Creek Development Partners, Ltd. for an amendment to Section 7.04 - Street Lighting of the approved development agreement between City of Kyle, Plum Creek Development Partners, Ltd. and William Negley, Trustee. ~ *Sofia Nelson, Director of Planning and Harper Wilder, Director of Public Works*

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](#)

Clarification of Maintenance, Repair and Replacement for Decorative Street Lighting within the Plum Creek Development Kyle, Texas.

The following is a clarification to Section 7.04 of the AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD. AND WILLIAM NEGLEY, TRUSTEE FOR THE DEVELOPMENT AND ANNEXATION OF PHASE I OF THE PLUM CREEK RANCH PROPERTY.

Section 7.04 is as follows:

7.04 Street Lighting. Street lights shall be located as required by the Plum Creek Planned Unit Development Zoning Ordinance. The City shall assist and support Plum Creek in its request to the electric utility provider in the area for the provision of high pressure sodium street lights fixtures, and Plum Creek or the electric utility shall provide the secondary wiring, conduit, and light pole and install the street lights. Street light locations for each phase of development shall be coordinated by Plum Creek with the City prior to the approval of the construction plans for that phase. Plum Creek shall pay all the costs, fees and expenses for and with respect to such street lighting that are not paid by the electric utility as part of such utility's standard practices with respect to new subdivisions.

Section 7.04 as clarified shall include the following:

The standard street poles for Plum Creek public and private right-of-way shall be as specified in Exhibit A for medians and for a single head luminaire as specified in Exhibit B.

The Uptown District decorative street light pole shall be as specified in Exhibit C. The Uptown District is approximately 90 acres of MXD development that is northwest of the intersection of Kyle Parkway and Kohler's Crossing (Exhibit D).

Maintenance, repair and replacement of decorative street light poles shall be provided by the City of Kyle. The cost difference between a City of Kyle standard light pole and the decorative pole shall be the Plum Creek Development Homeowners responsibility or Commercial Property Owners Associations or its assigns. A City of Kyle standard light pole is defined by Exhibit E.

Plum Creek Development Partners shall provide a one-time set of each type of poles (Exhibit A-C) to be held in stock by the City of Kyle for replacement purposes. Upon use of a stock pole the City will seek to replace the stock pole and invoice the Plum Creek HOA or Commercial POA or its assigns for replacement of the stock pole.

PART STRING

D1103-12/2BR05/2)DUR137SRCG/100HPS/MOG/GRN



www.DYNAMICLIGHTING.com
 6220 SHANK ROAD PEARLAND, TX. 77681
 PHONE:(281)997-5400 FAX:(281) 997-5441
 TOLL FREE: (800) 364-0098

Q#28483 S# P#
 Date 9-30-08

REQUEST #
 28483

Name:
 PLUM CREEK B

LIGHT DISTRIBUTION

- TYPE III REFRACTOR
 - TYPE V REFRACTOR
 - STANDARD SYMMETRICAL
 - TYPE III REFLECTOR
 - TYPE V REFLECTOR
- SPECIFY

FINISH

- IBK** TEXTURED BLACK
 - BLK** SMOOTH SATIN BLACK
 - GRN** GREEN
 - GTO** GRANITE GREEN
 - WHT** WHITE
 - ATC** ANTIQUE COPPER
 - CLB** CLASSIC BRONZE
 - CUSTOM COLOR
- SPECIFY
 STD. Color

VOLTAGE

- 120
 - 208
 - 240
 - 277
 - MULTITAP
 - 480
- SPECIFY

MH: Metal Halide PL,CF,Q: Compact
 HPS: High Pressure Sodium Fluorescent

LIGHT SOURCE

- 50MH
 - 70MH
 - 100MH
 - 150MH
 - 175MH
 - 250MH
 - Q28
 - PL 13
 - CF
 - 50HPS
 - 70HPS
 - 100HPS
 - 150HPS
 - 250HPS
 - INCANDESCENT
 - _____
 - 26
 - 32
 - 42
- SPECIFY

GENERAL

EXTERIOR HARDWARE WILL BE STAINLESS STEEL
 ELECTRICAL COMPONENTS WILL BE ETL LISTED "SUITABLE FOR WET LOCATIONS"

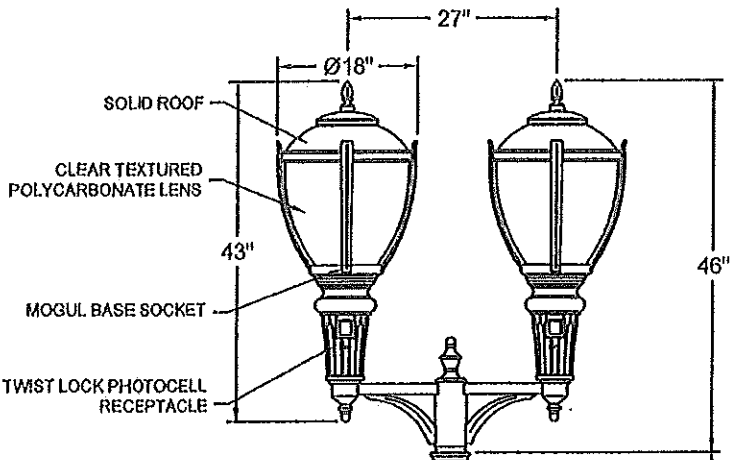
EXHIBIT A

DRAWN BY
 ANW

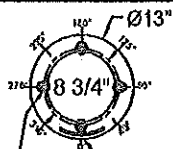
CHECKED BY
 ANW

NOTES

THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. **COMP #26**
 THANK YOU.



Orientation/Anchor Guide



1/2" x 18" L-type Access Door
 galvanized anchor bolts
 at 90° on a 9 1/2" bolt circle

FIXTURE DETAILS

Materials

Cast Aluminum Filter

Electrical

4kv Pulse Rated Socket.
 The Ballast used shall be of the High Power Factor design.

POLE DETAILS

Shaft

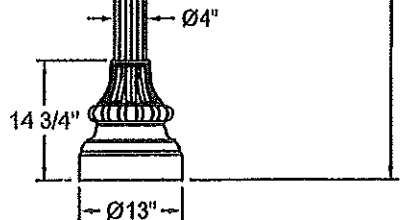
Ø4" Extruded Fluted Aluminum .125 Wall
 #8005-T6 Aluminum

Base

Cast Aluminum (A319 Alloy)

Finish

Powder Coat



NOTICE!

THIS DRAWING IS FOR REFERENCE ONLY.
 CHECK FOR LATEST REVISION PRIOR TO ORDERING.

Approved By _____

PART STRING
D1103-12/DUR137SRCG/100HPS/MOG/GRN



www.DYNAMICLIGHTING.com
5220 SHANK ROAD PEARLAND, TX. 77581
PHONE:(281)997-5400 FAX:(281) 997-5441
TOLL FREE: (800) 364-0098

Q#28483 5#P#
Date 9-30-08

REQUEST #
28483

Name:
PLUM CREEK A

LIGHT DISTRIBUTION

- TYPE III REFRACTOR SPECIFY
- TYPE V REFRACTOR
- STANDARD SYMMETRICAL
- TYPE III REFLECTOR
- TYPE V REFLECTOR

FINISH

- IBK TEXTURED BLACK
- BLK SMOOTH SATIN BLACK
- GRN GREEN SPECIFY
- GTQ GRANITE GREEN
- WHI WHITE
- ATC ANTIQUE COPPER STD. Color
- CLB CLASSIC BRONZE
- CUSTOM COLOR

VOLTAGE

- 120 277 SPECIFY
- 208 MULTITAP
- 240 480

MH: Metal Halide PL,CF,Q: Compact
HPS: High Pressure Sodium Fluorescent

LIGHT SOURCE

- 50MH 50HPS SPECIFY
- 70MH 70HPS
- 100MH 100HPS
- 150MH 150HPS
- 175MH 250HPS
- 250MH INCANDESCENT
- Q28 _____
- PL 13
- CF 26 32 42

GENERAL

EXTERIOR HARDWARE WILL BE STAINLESS STEEL.
ELECTRICAL COMPONENTS WILL BE ETL LISTED "SUITABLE FOR WET LOCATIONS"

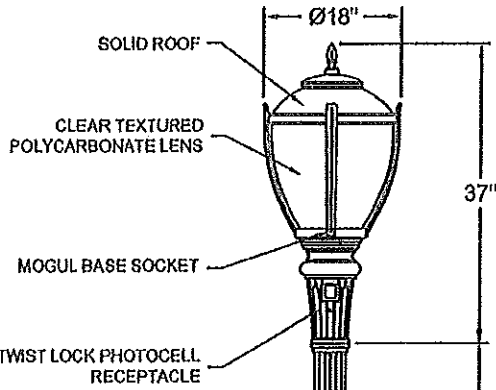
EXHIBIT B

DRAWN BY
ANW

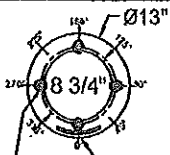
CHECKED BY
ANW

NOTES

THIS DRAWING SHOULD ACCOMPANY #26
YOUR ORDER. THANK YOU.



Orientation/Anchor Guide



1/2" x 18" L-type Access Door
galvanized anchor bolts
at 90° on a 9 1/2" bolt circle

FIXTURE DETAILS

Materials

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Electrical

4kv Pulse Rated Socket.
The Ballast used shall be of the High Power Factor design.

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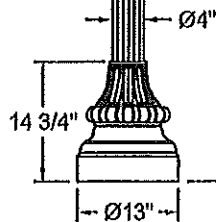
Ø4" Extruded Fluted Aluminum .125 Wall
#6005-T6 Aluminum

Base

Cast Aluminum (A319 Alloy)

Finish

Powder Coat



NOTICE:

THIS DRAWING IS FOR REFERENCE ONLY.
CHECK FOR LATEST REVISION PRIOR TO ORDERING.

Approved By _____



PART STRING

EA6-12/CBR81-1-30-PCL-REC/D142-RFS22/HR3/175MH-120V/MOG/TBK



www.DYNAMICLIGHTING.com
 5220 SHANK ROAD PEARLAND, TX. 77581
 PHONE:(281)997-5400 FAX:(281) 997-5441
 TOLL FREE: (800) 364-0098

Q#28483 S#P#
 Date 9-30-08

REQUEST #
 28483

Name:
 PLUM CREEK C

LIGHT DISTRIBUTION

- TYPE III REFRACTOR SPECIFY
- TYPE V REFRACTOR
- STANDARD SYMMETRICAL
- TYPE III REFLECTOR
- TYPE V REFLECTOR

FINISH

- TBK** TEXTURED BLACK
- BLK** SMOOTH SATIN BLACK
- GRN** GREEN SPECIFY
- GTG** GRANITE GREEN
- WHT** WHITE
- ATC** ANTIQUE COPPER STD. Color
- CLB** CLASSIC BRONZE
- CUSTOM COLOR**

VOLTAGE

- 120 277 SPECIFY
- 208 MULTITAP
- 240 480

MH: Metal Halide PL,CF,Q: Compact Fluorescent
 HPS: High Pressure Sodium

LIGHT SOURCE

- 50MH 50HPS SPECIFY
- 70MH 70HPS
- 100MH 100HPS
- 150MH 150HPS
- 175MH 250HPS
- 250MH INCANDESCENT
- Q28 _____
- PL 13
- CF 26 32 42

GENERAL

EXTERIOR HARDWARE WILL BE STAINLESS STEEL
 ELECTRICAL COMPONENTS WILL BE ETL LISTED "SUITABLE FOR WET LOCATIONS"

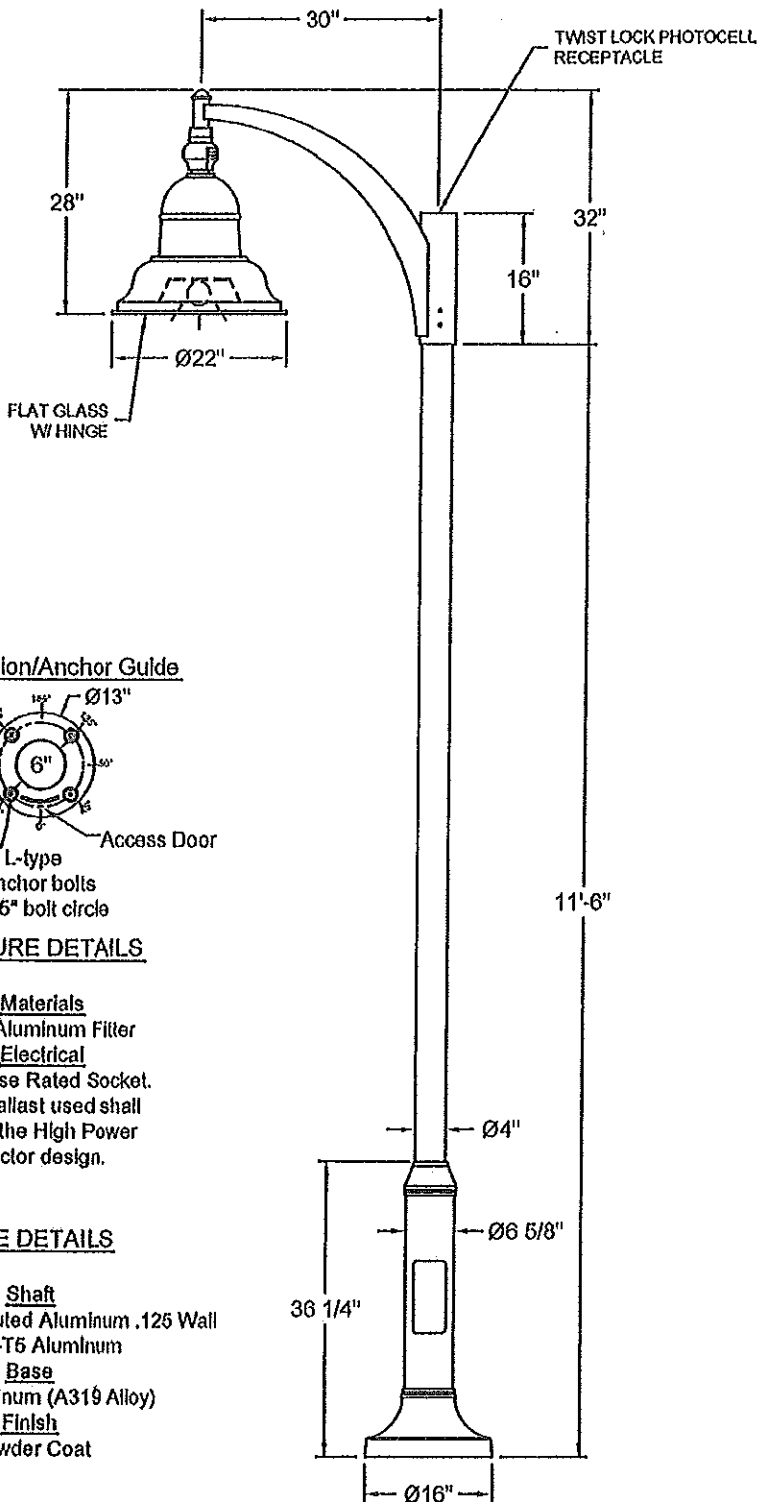
EXHIBIT C

DRAWN BY
 ANW

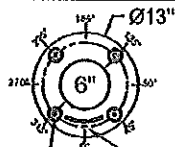
CHECKED BY
 ANW

NOTES

THIS DRAWING SHOULD ACCOMPANY #26 YOUR ORDER. THANK YOU.



Orientation/Anchor Guide



1/2" x 18" L-type galvanized anchor bolts at 90° on a 10.5" bolt circle
 Access Door

FIXTURE DETAILS

Materials

Cast Aluminum Filter

Electrical

4kv Pulse Rated Socket. The Ballast used shall be of the High Power Factor design.

POLE DETAILS

Shaft

Ø4" Extruded Fluted Aluminum .125 Wall #6005-T6 Aluminum

Base

Cast Aluminum (A319 Alloy)



Finish

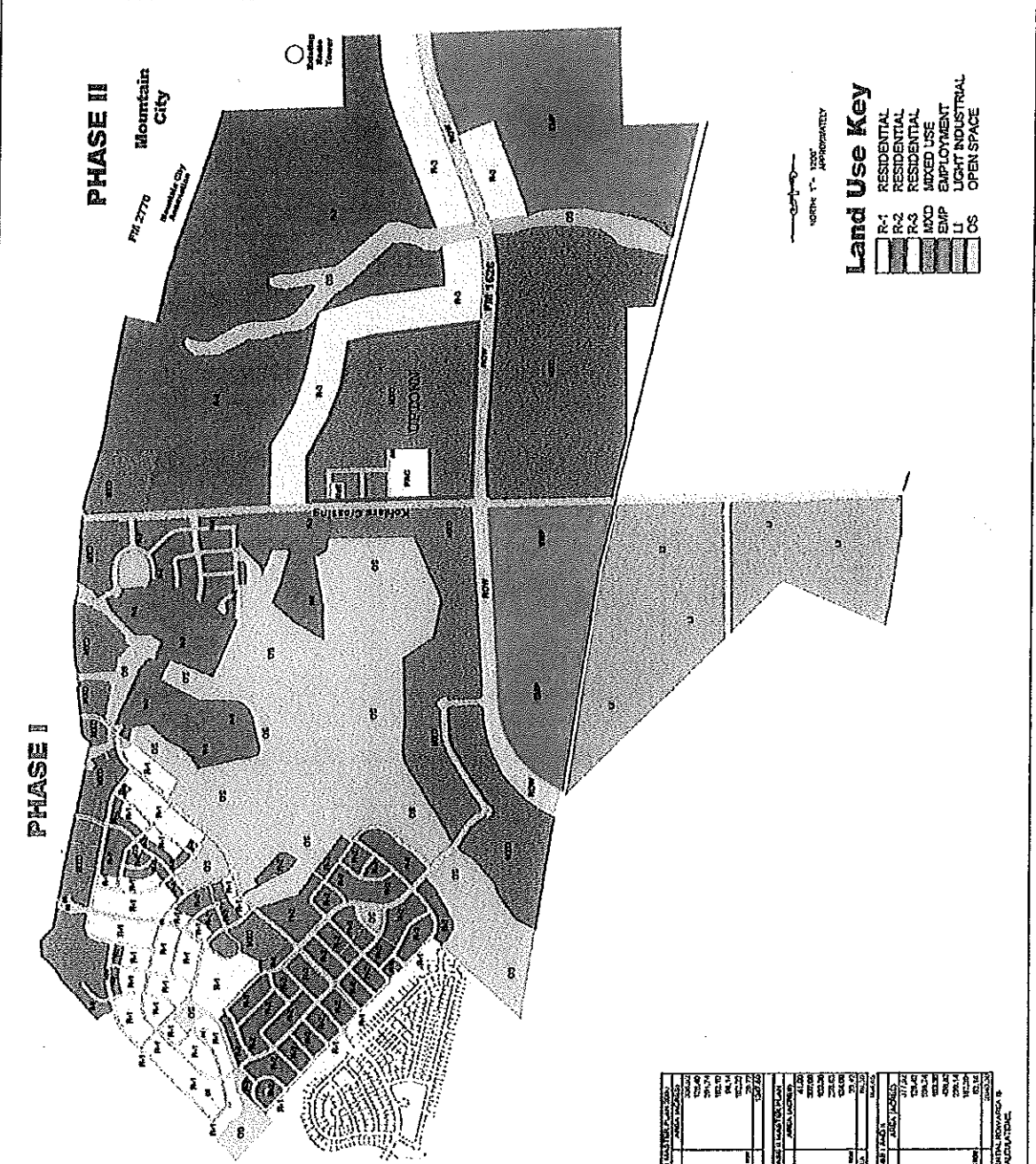
Powder Coat

NOTICE:

THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING.

Approved By _____

	PLUM CREEK ZONING MAP 4555 0145		10228 PELLERIN BLVD SUITE 200 AUSTIN, TEXAS 78728 TEL: (512) 505-9122 FAX: (512) 505-9123 www.axiomeng.com
-----------------------------------------------------------------------------------	-------------------------------------------	-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------



AMENDED MASTER PLAN 2009

ORIGINAL MASTER PLAN DATED JULY 1997
 AMENDED MASTER PLAN DATED JANUARY 2002
 AMENDED MASTER PLAN JUNE 17, 2002
 AMENDED MASTER PLAN JULY 5, 2002
 AMENDED MASTER PLAN JULY 11, 2004
 AMENDED MASTER PLAN AUGUST 16, 2009

OWNERS:
 MONTANA PLUM, LTD.
 303 SE Loop 40, Suite 230
 San Antonio, TX 78207
 Contact: Dorey Massey - 512/353-7224

PLUM CREEK DEVELOPMENT PARTNERS, LTD.
 6001 W. Walnut Canyon
 Subbing 2, Suite 201
 Austin, TX 78743
 Contact: David C. Mann - 512/742-7403

MOULTON PROPERTIES, INC.
 P.O. Box 18
 Aransas, MO 65621
 Contact: George C. Hadden - 571/656-8000

PLUM CREEK HOMEOWNERS ASSOCIATION
 3811 Strawn Circle, Suite B
 N.W. TEXAS 79650
 Contact: Daro Brown - 512/257-5727

APPLICANT:
 PLUM CREEK DEVELOPMENT PARTNERS, LTD.
 6001 W. Walnut Canyon
 Subbing 2, Suite 201
 Austin, TX 78743
 Contact: David C. Mann - 512/742-7403

LAND PLANNER:
 TFC-PARTNERS, INC.
 10000 N. Loop West, Suite 200
 Dallas, TX 75243
 Contact: Sam Compton - 512/357-9795

ENGINEER:
 AXIOM ENGINEERS, INC.
 10228 Pellerin Blvd., Ste. 200
 Austin, TX 78728
 Contact: Ash Thomas - 512-206-8335

PLUM CREEK PHASE I (SUBDIVISION 2009)		PLUM CREEK PHASE II (SUBDIVISION 2009)	
LAND USE	AREA (ACRES)	LAND USE	AREA (ACRES)
R-1	20.00	R-1	20.00
R-2	20.00	R-2	20.00
R-3	20.00	R-3	20.00
MCO	20.00	MCO	20.00
EMP	20.00	EMP	20.00
LI	20.00	LI	20.00
OS	20.00	OS	20.00
TOTAL	140.00	TOTAL	140.00

POWER SUPPLY, INC.

A Division of WESCO Distribution, Inc.

2003 RUTLAND DR

AUSTIN

TX 78758

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 01/10/07 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CASH SALE ACCOUNT
GOODWIN
PLUM CREEK HOA
AUSTIN TX 77210

Date: 05/02/11

Branch: 7692

Project Number: PLUM CREEK HOA

Project Name

Quoted To:

Date of Your Inquiry: 05/02/11

When ordering please refer to Quotation Number: 585199

Matt Gibson 554-7989

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1	1	HAPCO 21-365 STREETLIGHTSTANDARD HAPCO	685.000	E	685.00	0.00	
2	1	CPL OVZ10SR23DU1008 100W PKGB	175.000	E	175.00	0.00	
Subtotal					860.00		
Sales TAX					70.95		
Total					930.95		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

Item # 26

Myra Goepf

From: Myra Goepf
Sent: Friday, July 01, 2011 2:36 PM
To: LANNY LAMBERT
Cc: joelnwainc@sbcglobal.net; HARPER WILDER; David Mahn; Matt Gibson
Subject: Proposed Street light Clarification to Section 7.04 agreement. for approval
Attachments: Clarification of Section 7.04 street lights revised per JW.docx; Exhibit D ZONING UPTOWN STREET LIGHT EXHIBIT11X17.pdf; STREET LIGHT EXHIBIT A.pdf; STREET LIGHT EXHIBIT B.pdf; STREET LIGHT EXHIBIT C.pdf

Lanny,

Please accept for approval the attached clarification for decorative street lights and associated exhibits. The Plum Creek Development uses both standard City of Kyle street poles and decorative poles. In an effort to provide a more uniform use of street lighting and to compliment the community pedestrian and street level design Plum Creek moved to a City and PEC approved standard decorative street light pole. Use of these poles started in approximately 2006 which was during the planning and construction of Section 6. However, a formal replacement program was not created at that time. To our good fortune over the last 5 years no replacements have been require. Recently, Plum Creek has experienced three incidents of damage pole. Thus, a need to formalize the replacement process. Mr. Wilkinson, PE and Mr. Wilder suggested a Clarification to Section 7.04 of the *AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD. AND WILLIAM NEGLEY, TRUSTEE FOR THE DEVELOPMENT AND ANNEXATION OF PHASE I OF THE PLUM CREEK RANCH PROPERTY.*

The clarification is attached and is inclusive of Mr. Wilkinson's comments below. Please note that Exhibit E is a City detail for standard street light pole. We asked that the City provide the desired detail. If there is anything else you should need for me to process this request please let me know.

Regards and Happy 4th,

Myra

From: Joel Wilkinson [mailto:joelnwainc@sbcglobal.net]
Sent: Thursday, May 12, 2011 11:15 AM
To: Myra Goepf; Harper Wilder
Subject: Proposed Street light Clarification to Section 7.04 agreement.

MYRA- The following redline includes my comments to the proposed language for the street light clarification.

Section 7.04 as clarified shall include the following:

The standard street pole with luminaires for Plum Creek public and private right-of-way with median shall be as specified in Exhibit A. The standard street pole with for medians and for a single head luminaire for public and private right-of-way without median shall be as specified in Exhibit B.

The Uptown District decorative street light pole and luminaire shall be as specified in Exhibit C. The Uptown District is approximately 90 acres of MXD development that is northwest of the intersection of Kyle Parkway and Kohler's Crossing (Exhibit D).

The City of Kyle shall maintain, repair and/or replace decorative street light poles not subject to the provision of the initial two-year construction warranty bond. The cost difference between a City of Kyle standard light pole and luminaire and the decorative pole and luminaire shall be paid to the City of Kyle by the Plum Creek Development Homeowners responsibility or Commercial Property Owners Associations or its assigns. The A City of Kyle standard light pole and fixture is defined by Exhibit E (exhibit is needed).

Plum Creek Development Partners shall provide an initial one-time set of each type of light poles and luminaires (Exhibits A-C) to be held in stock by the City of Kyle for replacement purposes. Upon use of a stock decorative pole and/or luminaire, the City will promptly seek to replace the used stock pole and luminaires and invoice the Plum Creek HOA or Commercial POA or its assigns the difference in cost for replacement cost of the decorative stock pole and luminaire.

Joel D. Wilkinson, P.E.
Neptune-Wilkinson Associates, Inc.
Consulting Engineers TBPE Firm# F-359
4010 Manchaca Road
Austin, Texas 78704
(512) 462-3373

From: Myra Goepf <Myra@benchmarktx.net>
To: joelnwalnc@sbcglobal.net; Harper Wilder <hwilder@cityofkyle.com>
Sent: Wed, May 11, 2011 12:13:46 PM
Subject: Proposed Street Light Clarification to Section 7.04 agreement.

Joel and Harper,

Please find attached the proposed language for the street light clarification as we discussed. Exhibit 1 is the supporting text and exhibit 2 and 3 are supportive material. Please review and approve for acceptance.

Regards,

Myra

POWER SUPPLY, INC.

A Division of WESCO Distribution, Inc.

2003 RUTLAND DR

AUSTIN

TX 78758

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 01/11/07 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CASH SALE ACCOUNT
GOODWIN
PLUM CREEK HOA
AUSTIN TX 77210

Date: 05/02/11

Branch: 7692

Project Number: PLUM CREEK HOA

Project Name

Quoted To:

Date of Your Inquiry: 05/02/11

When ordering please refer to Quotation Number: 585199

Matt Gibson 554-7989

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1	1	HAPCO 21-365 STREETLIGHTSTANDARD HAPCO	685.000	E	685.00	0.00	
2	1	CPL OVZ10SR23DU1008 100W PKGB	175.000	E	175.00	0.00	
Subtotal					860.00		
Sales TAX					70.95		
Total					930.95		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

Item # 26

Style	Quote	Date
Decorative Two Fixture-Dark Green Pole	\$3,004.89	4/27/2011
Decorative Single Fixture-Dark Green Pole	\$1,761.68	5/2/2011
Decorative Single Fixture w/ Gold Trim-Light Green Pole	\$1,726.59	4/6/2011
Standard COK Pole & Fixture	\$930.95	5/2/2011



611 East Braker Lane Austin, Texas 78763
 Phone: (612) 339-3637 Fax: (612) 339-3620

QUOTE

QUOTE DATE	ORDER NO.
05/02/11	1026576-00
P.O. NO.	PAGE#
	1

CUSTOMER: 1044
 SHIP TO: City of Kyle

Please remit all payments to:
 Techline Pipe
 P.O. Box 4328
 Houston, TX 77210-4328

BILL TO: Cash Sale Customer -Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker Lane	TECHLINE
SHIPPED	TERMS
NET 30 DAYS	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. UNIT	UNIT PRICE	AMOUNT (NET)
1	D1103-12-GRN POLE 12' ALUM 4" FLUTED Green Dynamic Lighting Abilene 13" Series Extruded Aluminum Decorative Pole, 4" O.D. Fluted, 12/ft Height Shaft with 3" Tenon Top, Cast Aluminum (A319) Base, 9" Bolt Hole Circle, Powder Coat Finish Standard "Green"	1		EA	756.98	756.98
3	Town Lake, 100HPS, GRN-FIX DUR137/SRCH/100HPS-120 /FDR-T3/GRN, PLUM CREEK	1		EA	858.75	858.75
4	LU100 Lamp, 100 Watt H.P.S. Mogul, Clear	1		EA	6.70	6.70
5	DX124-12A Control, Photo Basic Dual Voltage 105-306V	1		EA	5.00	5.00
Total						1627.43
Taxes						134.25
Invoice Total						1761.68

Last Page



611 East Braker Lane
Phone: (612) 339-3637

Austin, Texas 78763
Fax: (612) 339-5820

QUOTE

QUOTE DATE	ORDER NO.
04/27/11	1026456-00
P.O. NO.	PAGE#
	1

CUTL: 1044

SHIP TO: City of Kyle

Please remit all payments to:
Techline Pipe
P.O. Box 4328
Houston, TX 77210-4328

BAL TO: Cash Sale Customer -Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker Lane	TECHLINE
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. UM	UNIT PRICE	AMOUNT (NET)
1	D1103-12-GRN POLE 12' ALUM 4" FLUTED Green Dynamic Lighting Abilene 13" Series Extruded Aluminum Decorative Pole, 4" O.D. Fluted, 12/ft Height Shaft with 3" Tenon Top, Cast Aluminum (A319) Base, 9" Bolt Hole Circle, Powder Coat Finish Standard "Green"	1		EA	756.98	756.98
2	2BR05-GRN Bracket, 2-Fixture, for 3" Tenon, "GREEN" Dynamic Lighting, Two Fixture Decorative Bracket, 26" Centers, for 3" O.D. Tenon. Powder Coat Finish standard RAL 6009 GREEN	1		EA	278.00	278.00
3	Town Lake,100HPS,GRN-FIX DUR137/SRCH/100HPS-120 /FDR-T3/GRN, PLUM CREEK	2		EA	868.75	1717.50
4	LU100 Lamp, 100 Watt H.P.S. Mogul, Clear	2		EA	6.70	13.40
5	DX124-12A Control, Photo Basic Dual Voltage 105-305V	2		EA	5.00	10.00
Total						2775.88
Taxes						229.01
Invoice Total						3004.89

Last Page

Item # 26



611 East Braker Lane Austin, Texas 78763
 Phone: (512) 339-3697 Fax: (512) 339-3620

ACKNOWLEDGEMENT

ACK DATE	ORDER NO.
04/06/11	1026029-00
P.O. NO.	PAGE #
	1

CUST#: 1044

SHIP TO: PLUM CREEK HOA
 168B Kirkham Circle
 612-262-1140
 Kyle, TX 78640

Please remit all payments to:
 Techline Pipe
 P.O. Box 4328
 Houston, TX 77210-4328

BLT TO: Cash Sale Customer -Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker Lane	TECHLINE
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. UNIT	UNIT PRICE	AMOUNT (NET)
1	DU790-F1/T3/100HPS-120 OLD STYLE PLUM CREEK FIXTURE, GOLD CAGE RAL 6005 GREEN	1		EA	820.00	820.00
2	DSD1703-12 4" OD FLUTED LIGHT POLE, 12' TALL	1		EA	776.00	776.00
Total						1696.00
Taxes						131.69
Invoice Total						1726.69

Last Page



CITY OF KYLE, TEXAS

Staff Briefing on PIDs & PID Bonds

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Receive and consider possible action on staff briefing as requested by City Council regarding City's role and responsibilities associated with the creation of Public Improvement Districts (PIDs) and the issuance of PID bonds. ~ *Perwez A. Moheet, CPA, Director of Finance and Sofia Nelson, Director of Planning*

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

CARTS Ageement

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Consider and possible action regarding approving an Interlocal Agreement between the City of Kyle and CAPITAL METROPOLITAN TRANSIT AUTHORITY for the purpose of providing para-transit services in the Kyle City limits from January 1, 2014 through September 30, 2014 and to apply Section 5307 funds to match the City's 50 percent share of total costs in an amount not to exceed \$31,920.00 for the fiscal year ending September 30, 2014. The total cost for the 9-month para-transit services is \$63,840.00. **Related to Agenda Item No. 25 ~ Jerry Hendrix, Chief of Staff**

Other Information: This agreement will allow for the provision of para transit services for residents of the City of Kyle.

Budget Information:

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

Attachments / click to download

- [Cart Trip Destination Chart](#)
 - [Fiscal Note](#)
 - [Kyle Service Hours and Cost 5307 Contract](#)
 - [CARTS-City of Kyle-Interlocal Agreement](#)
-

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KYLE
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Interlocal Agreement (“Agreement”) is made and entered into by and between the City of Kyle (the "City"), a political subdivision of the State of Texas, and the Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision of the State of Texas under the provisions of the Texas Transportation Code, Chapter 451, each individually referred to as a "Party" or collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

Recitals

WHEREAS, Capital Metro’s mission is to connect people, jobs and communities by providing high quality and sustainable transportation choices for communities in the Greater Austin Area, and,

WHEREAS, in June of 2008, Capital Metro’s Board of Directors approved the Service Expansion Policy, which allows Capital Metro to partner with cities in the region that are not currently a part of Capital Metro’s service area, and,

WHEREAS, the city of Kyle, as of Census 2010, was designated a part of the Austin Urbanized Area, affecting funding for the provision of public transportation services, and,

WHEREAS, the City desires to obtain trip reservation, dispatch and demand response transportation (DRT) services, through a partnership with Capital Metro, and,

WHEREAS, the City intends to utilize funding for the DRT services using Federal Transit Administration (FTA) funding under 49 U.S.C. 5307 (“Section 5307”), and,

WHEREAS, Section 5307 funding is made available to designated recipients that must be public bodies with the legal authority to receive and dispense Federal funds, and,

WHEREAS, the Section 5307 funds must therefore be received locally by an FTA “Designated Recipient”, and,

WHEREAS, Capital Metro, as a Designated Recipient, shall work with the City through the Service Expansion Policy to provide access to Section 5307 funds for transit service, and,

WHEREAS, the Parties desire to define their roles and responsibilities for the administration of FTA Section 5307 funds and the development and operations of the DRT services ; and,

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

I. Statement of Services to be Performed:

1. Capital Metro agrees to provide DRT and related services to allow the City to provide demand response transit services to its residents beginning January 1, 2014 at the rates set forth in Exhibit "A", which are subject to change. For purposes of this Agreement, "DRT" services and DRT related services are comprised of trip reservation, dispatch services, and vehicle transport to pick up and drop off passengers and transport them to their destinations (collectively, "Services").
2. Capital Metro will coordinate to provide Services according to the stipulations outlined as follows:
 - A. All public relations will be coordinated through the Capital Metro Public Information office, and
 - B. The Parties mutually understand the need for coordination and prior approval of activities and initiatives and agree to work together on planning activities in support of the Project, and
 - C. Capital Metro will monitor the ridership and use of the Services, and
 - D. The Parties mutually agree to consult with each other regarding any amendments or issues to be addressed in these Services, including the amending of the rates set forth in Exhibit "A". This Agreement may be modified, in writing, by mutual consent, and
 - E. The Services shall be provided through a contract with the Capital Area Rural Transportation System (CARTS) or other mutually agreed upon transportation provider.

II. 2010 Census Change

As the City of Kyle was designated as a rural area prior to the 2010 decennial census, CARTS was the designated service provider, However, CARTS may no longer continue

to provide such service with funding for rural transit as allocated by the FTA as of the 2010 census.

As such, Capital Metro will contract with CARTS to continue to provide 1,800 hours of DRT service for the City using federal 5307 funding for urbanized areas. The Service will operate Monday-Friday, excluding holidays.

III. Insurance Coverage

Capital Metro as well as the City will provide, at a minimum, the following levels of insurance:

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.
2. Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million Dollars \$1,000,000 and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.
3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

IV. Term of the Agreement

This Agreement shall begin upon signature of the last party to sign and terminate the earlier of: (i) September 30, 2014, or (ii) when the local match from City as provided herein reaches the sum of \$31,920; and/or the FTA Section 5307 funds used equal \$61,840, as described in Exhibit B..

V. Financial Terms

1. Consistent with federal funding practice, the Parties will receive the FTA's allocated funding for the Austin Urbanized Area, disbursed based on population, population density, and service hours previously offered in the City prior to 2013, distributed as formula funds through FTA's Section 5307 program, with Capital Metro being considered the "Designated Recipient" and with the City being considered a "Subrecipient" for purposes of compliance with federal contracting requirements, including the provisions of U.S. Department of Transportation Federal Transit Administration Circular FTA C 4220.1F and any other applicable federal contracting requirements.
2. As Designated Recipient of Section 5307 funding, Capital Metro will provide or contract for services to provide the DRT Services and planning services outlined in Section I. Capital Metro may submit requests for reimbursement to the City for

the local match for Section 5307 funds no more frequently than once a month and at least once a quarter, and, if quarterly, no later than fifteen (15) calendar days from the end of the fiscal quarter. The request for local match reimbursement will include: sufficient documentation of any cost incurred during the billing period; cost allocated to Section 5307 funding and amount requested for local match; previous expenditures (5307 and match); and the balance remaining. Capital Metro will retain the tracked and invoiced administrative costs from the Section 5307 Funding received from the FTA prior to providing the remaining funds to the City. Eligible Capital Metro personnel costs will also be retained from the Section 5307 Funding received from the FTA prior to providing the remaining funds to the City.

3. Capital Metro will submit an original and one copy of the invoice, including any supporting documentation such as check copies, bank statements, payroll records, copies of vendor invoices, etc., as applicable, to the City at the following address:

City of Kyle
Accounting Department
P.O. Box 40
Kyle, Texas 78640

4. The City will make payment within thirty (30) days of the receipt of an acceptable invoice. If an invoice is disputed, the City will pay Capital Metro the undisputed portion of the invoice or allow the re-submission of the undisputed portion of the invoice, while the dispute is being resolved.
5. Capital Metro will submit a final billing within forty-five (45) days of completion of the Project or termination of the Agreement.
6. Capital Metro will comply with applicable federal requirements for receipt of Section 5307 funds as established by the FTA and the U.S. Office of Management and Budget (“OMB”) and other federal regulations, including audit requirements contained in OMB Circular A-133 and the standards for financial administration must conform to the applicable requirements of 49 C.F.R. Part 18.20.

VI. Default.

Either party shall be in default under the Agreement if either party fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

VII. Termination

Either party shall have the right to terminate the Agreement, in whole or in part, without cause upon thirty (30) calendar days’ prior written notice without cost or penalties.

VIII. Certifications

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of the City. Payment for the services performed by the Capital Metro will be made from current revenues available to the City. That each signatory to this Agreement has the specific authority to sign this Agreement and to bind their respective business entity.

IX. Incorporation by Reference

The recitals contained in the first paragraph are incorporated herein for all purposes.

X. Severability

Should any section or part of this Agreement be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Agreement are declared to be severable.

The City of Kyle

Capital Metropolitan Transportation Authority

By: _____
Linda Watson
President

By: _____

Date: _____

Date: _____

Approved as to Form:

City Attorney

By: _____
Legal

Exhibit A

Rates (subject to change)

Demand Response is a curb-to-curb service. Fares are based on a one-way trip. Each time the vehicle is boarded, exact fare must be paid by cash, Ride CARTS card, multi-ride tickets, or monthly passes. Drivers cannot make change. (No checks will be accepted.)

Zone 1 – Intra City: All trips within a community, town or city.

Zone 2 – Intra County: All trips originating and ending within the same county.

Zone 3 – Inter County: All trips withy destinations outside the county of origin.

Paratransit Fares:	Full Fare	Reduced Fares
Zone 1	\$2.00	\$1.00
Zone 2	\$4.00	\$2.00
Zone 3	\$6.00	\$3.00

Each Additional Stop will be a Zone 1 fare

REDUCED FARES

Reduced fares are provided to persons with disabilities, persons 60 years of age or older, and children age 3 to 12. Children under the age of 3 may ride free when accompanied by an adult with an approved child safety seat

Person 60 years of age or older qualify by showing picture identification with their birthday.

Persons with Disabilities may qualify by completing the Disability Discount Eligibility Form which must be certified by a doctor and returned to CARTS prior to travel. Forms and instructions may be obtained by calling the CARTS offices or form the CARTS web site at RideCARTS. Com. A card will be issued after approval of application.

Children under age 3 may travel for free. Children between the age of 3 and 12 may travel for the reduced fare.

Exhibit B
First Year Financial Plan

DRAFT

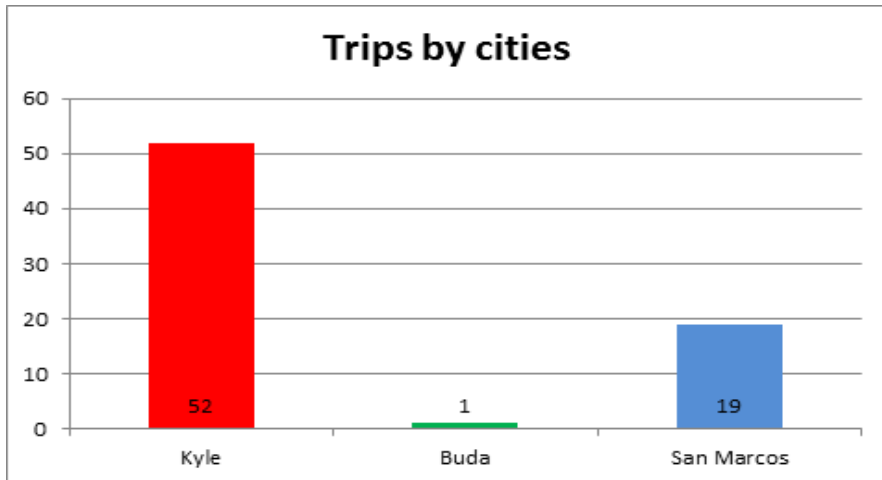
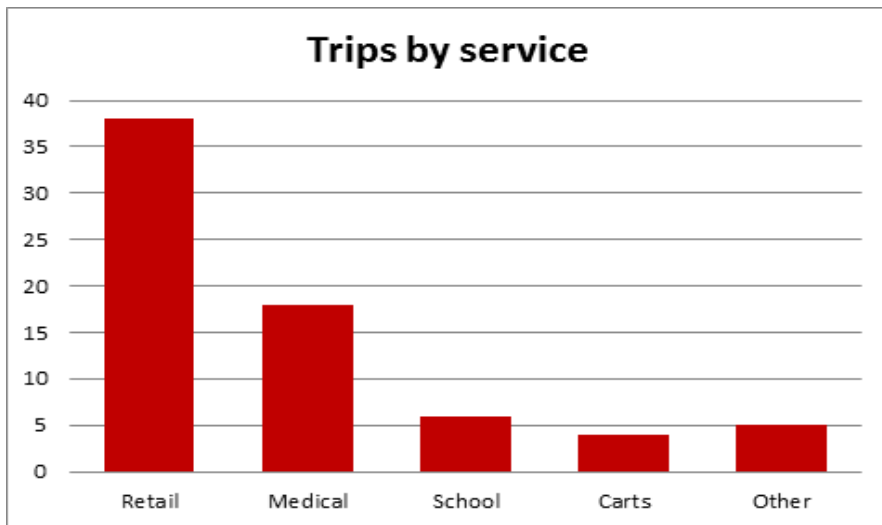
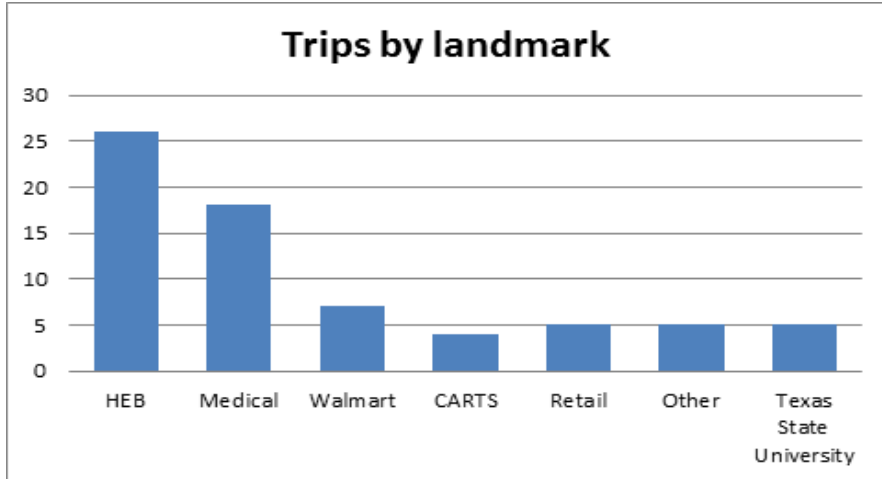


EXHIBIT B

	Kyle Service		Local Service		Service Hours	Service
	PU & Depart	PU & Return	Start	End		
Monday	6:30 AM-8:30 AM	4:00 PM-6:00 PM			4.0	Connect to interurban for service to SM/A
Tuesday	8:30 AM	12:30 PM	9:00 AM	4:30 PM	8.0	To SM and interurban; local service in Kyle
Wednesday	6:30 AM-8:30 AM	4:00 PM-6:00 PM	6:30 AM	6:00 PM	4.0	Connect to interurban for service to SM/A
Thursday	8:30 AM	12:30 PM	9:00 AM	4:30 PM	8.0	To SM and Interurban; local service in Kyle
Friday (1st&3rd)	8:15 AM	1:00 PM		End DO-4:15 PM	8.0	To San Antonio

No. of Service Days	Service Day		Service Hours	=	Hours Jan 1-Sep 30
36	Monday	X	4 hours per day	=	144
39	Tuesday	X	8 hours per day	=	312
38	Wednesday	X	4 hours per day	=	152
39	Thursday	X	8 hours per day	=	312
18	Friday	X	8 hours per day	=	144
			Total hours	=	1,064
	1,064 hours	X	\$60/hour	=	\$63,840

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 17, 2013
 CONTACT CITY DEPARTMENT: Community Development
 CONTACT CITY STAFF: Jerry Hendrix, Director of
 Communications & Community
 Development

SUBJECT:

Consider and possible action regarding approving an Interlocal Agreement between the City of Kyle and CAPITAL METROPOLITAN TRANSIT AUTHORITY for the purpose of providing para-transit services in the Kyle City limits from January 1, 2014 through September 30, 2014 and to apply Section 5307 funds to match the City's 50 percent share of total costs in an amount not to exceed \$31,920.00 for the fiscal year ending September 30, 2014. The total cost for the 9-month para-transit services is \$63,840.00.

CURRENT YEAR FISCAL IMPACT:

1. City Department:	Community Development	
2. Project Name:	Transit Services 1-1-2014 thru 9-30-2014	
3. Budget/Accounting Code(s):	110-116-55622	
4. Funding Source:	General Fund	
5. Current Appropriation:	\$ 12,960.00	
6. Budget Amendment:	\$ 31,920.00	(1st Reading on 12-17-2013)
7. Unencumbered Balance:	\$ 31,920.00	(After budget amendment)
8. Amount of This Action:	<u>\$(31,920.00)</u>	
9. Remaining Balance:	<u>\$ 0.00</u>	

FUNDING SOURCE OF THIS ACTION:

The funding source for this Interlocal Agreement with CAPITAL METROPOLITAN TRANSIT AUTHORITY in the amount of \$31,920.00 for the continuation of transit services will be appropriated from the fund balance of the City's General Fund as a budget amendment.

ADDITIONAL INFORMATION/COUNCIL ACTION:

The City Council is being requested in a related agenda item to amend the City's approved budget for Fiscal Year 2013-14 to appropriate \$31,920.00 from the fund balance of the General Fund to pay for the transit services contract with CAPITAL METROPOLITAN TRANSIT AUTHORITY.

 12/11/2013

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Budget Amendment #4 for CARTS

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the Communications & Community Development Department by \$31,920.00 and decreasing fund balance in the General Fund by the same amount to pay for the continuation of transit services by CAPITAL METROPOLITAN TRANSIT AUTHORITY within City of Kyle from January 1, 2014 through September 30, 2014. **Related to Agenda Item No. 24** ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information: Approval of this Ordinance will amend the City's Approved Budget for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the Communications & Community Development Department by \$31,920.00 and decreasing fund balance in the General Fund by the same amount to pay for the continuation of transit services by CAPITAL METROPOLITAN TRANSIT AUTHORITY within City of Kyle from January 1, 2014 through September 30, 2014.

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 744 ADOPTED ON SEPTEMBER 4, 2013 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND BY APPROPRIATING \$31,920.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR THE INTERLOCAL AGREEMENT WITH CAPITAL METROPOLITAN TRANSIT AUTHORITY TO PROVIDE PARA-TRANSIT SERVICES WITHIN KYLE CITY LIMITS FROM JANUARY 1, 2014 THROUGH SEPTEMBER 30, 2014.

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

Section 1.0 Amendment to Current Budget. That the appropriations for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014, for the support of the general government of the City of Kyle, Texas, be amended for said term by increasing the amount of appropriations for the City's General Fund (110) from the Fund Balance of the City's General Fund (110) to provide funding in the Communications & Community Development Department budget for the interlocal agreement with Capital Metropolitan Transit Authority to provide para-transit services within Kyle City limits during the 9-month from January 1, 2014 through September 30, 2014.

Section 2.0 Approval of Amendment. That the amendment, as shown in words and figures above, is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014.

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

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

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

PASSED AND APPROVED on First Reading this ____ day of December, 2013.

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

THE CITY OF KYLE, TEXAS

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 17, 2013
 CONTACT CITY DEPARTMENT: Financial Services
 CONTACT CITY STAFF: Perwez A. Moheet, CPA
 Director of Finance

SUBJECT:

Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the Communications & Community Development Department by \$31,920.00 and decreasing fund balance in the General Fund by the same amount to pay for the continuation of transit services by CAPITAL METROPOLITAN TRANSIT AUTHORITY within City of Kyle from January 1, 2014 through September 30, 2014.

CURRENT YEAR FISCAL IMPACT:

1. City Department:	Communications & Community Development
2. Project Name:	Transit Services - CMTA
3. Budget/Accounting Code(s):	110-000-33010
4. Funding Source:	General Fund
5. Fund Balance:	\$ 6,087,556.00 (As of 12-11-2013, Unaudited)
6. Amount of This Action:	\$ <u>(31,920.00)</u>
7. Remaining Balance:	\$ <u>6,055,636.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment in the amount of \$31,920.00 will be provided from the fund balance of the City's General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

If approved by City Council, this will be Budget Amendment No. 4 for FY 2013-14 to increase appropriations for expenditures by \$31,920.00 and decreasing the fund balance in the City's General Fund by the same amount.

- On November 6, 2013, City Council approved Budget Amendment No. 1 for Fiscal Year 2013-14 by increasing appropriations in the City's General Fund for the Communications & Community Development Department by \$12,960.00 and decreasing fund balance in the General Fund by the same amount to pay for the continuation of transit services by CARTS within City of Kyle through December 31, 2013.
- On November 19, 2013, City Council approved Budget Amendment No. 2 for Fiscal Year 2013-14 by increasing appropriations in the City's General Fund for the Mayor

and Council's budget by \$2,500.00 and decreasing fund balance in the General Fund by the same amount to pay for the support costs associated with Kyle Area Youth Advisory Council (KAYAC) during Fiscal Year 2013-14.

- On December 3, 2013, City Council approved Budget Amendment No. 3 for Fiscal Year 2013-14 by increasing appropriations in the City's General fund for the Communications & Community Development Department by \$10,000.00 and decreasing the fund balance in the General Fund by the same amount to pay for the retainer agreement with Herrera & Boyle, PLLC, to represent the City in connection with the pending Monarch Utilities' 2013 application to change rates/tariffs.

 12/11/2013

Perwez A. Moheet, CPA
Director of Finance

-

Date



CITY OF KYLE, TEXAS

Monarch Suspension of Rates

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation:

A RESOLUTION OF THE CITY OF KYLE, TEXAS, RESPONDING TO THE REQUEST BY MONARCH UTILITIES I, L. P. TO INCREASE WATER RATES ON A SYSTEMWIDE BASIS BY 14.86 PERCENT WHILE SEEKING APPROVAL OF A COST OF SERVICE THAT WOULD ALLOW FOR AN INCREASE IN RATES OF 43.51% IN THE NEAR FUTURE; AUTHORIZING THE SUSPENSION OF RATES FOR NINETY DAYS FROM THE PROPOSED EFFECTIVE DATE OR UNTIL SUCH TIME AS THE COUNCIL ADOPTS A FINAL DECISION, WHICHEVER IS EARLIER; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Budget Information:

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

Attachments / click to download

[Resolution-Monarch Suspension of Rates](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, RESPONDING TO THE REQUEST BY MONARCH UTILITIES I, L. P. TO INCREASE WATER RATES ON A SYSTEMWIDE BASIS BY 14.86 PERCENT WHILE SEEKING APPROVAL OF A COST OF SERVICE THAT WOULD ALLOW FOR AN INCREASE IN RATES OF 43.51% IN THE NEAR FUTURE; AUTHORIZING THE SUSPENSION OF RATES FOR NINETY DAYS FROM THE PROPOSED EFFECTIVE DATE OR UNTIL SUCH TIME AS THE COUNCIL ADOPTS A FINAL DECISION, WHICHEVER IS EARLIER; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about September 5, 2013 Monarch Utilities I, L.P. ("Monarch") delivered a rate filing package (Application) with the City Secretary for the City of Kyle, Texas ("City"); and

WHEREAS, the water rates of Monarch for a typical customer are among the highest in the State of Texas; and

WHEREAS, Monarch has filed a cost of service that it claims will justify an increase in water rate revenue of 43.51%; and

WHEREAS, Monarch is seeking the approval in rates several thousand capital items, including the approval of values requested for original cost and approval of values to be deducted for depreciation for each item, for a period in excess of ten years, which makes the rate filing extremely complex, and

WHEREAS, over the last few years Monarch's parent has reorganized and restructured its organizational structure, adding more complexity to the current rate filing; and

WHEREAS, the City has begun discovery but does not expect to complete discovery until after the January 1, 2014 effective date proposed by Monarch; and

WHEREAS, this resolution has been sent to Monarch's designated representatives by fax on the 13th day of December, 2013.

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

Section 1. The statements and findings set out in the preamble to this resolution are hereby in all respects approved and adopted.

Section 2. The City suspends Monarch's proposed effective date for 90 days pursuant to the authority granted the City under Section 13.187 of the Texas Water Code or until such time as a final decision is adopted by the Council, whichever is earlier.

Section 3. This resolution is not intended to alter or amend Resolution No. 882, adopted by the Council on September 17, 2013. All subjects dealt with in that resolution are intended to be given full effect.

Section 7. A copy of this resolution shall be sent to Mr. George Freitag, Rate Manager, Monarch Utilities I, L.P by fax at 281.207.5940 and to Mr. Lambeth Townsend, Lead Counsel for Monarch Utilities I, L.P. by fax at 512. 472.0532.

Section 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 17th day of December, 2013.

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

City Council Meetings Master Calendar for 2014

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Discussion and Adoption of City Council Meetings Master Calendar for 2014 ~ *Lanny Lambert, City Manager*

Other Information: Staff has provided a 2014 month by month calendar with all the holidays observed by the city and all the scheduled city council meetings. There are 2 scheduled meetings with conflicts: The first conflict is on Tuesday, October 7, 2014, the date for National Night Out, and staff recommends rescheduling to Wednesday, October 8th. The second date with a conflict is Tuesday, November 4th, 2014, which is Election Day, and staff recommends moving this meeting to Wednesday, November 5th.

Budget Information:

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

Attachments / click to download

 [2014 City Council Meetings Master Calendar](#)

2014 Holiday Calendar created with WinCalendar. Calendar is fully editable, macro-free and set for printing.

~ January 2014 ~						
◀ Dec 2013						Feb 2014 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 New Year's Day City Offices Closed	2	3	4
5	6	7 City Council	8	9	10	11
12	13	14	15	16	17	18
19	20 Martin Luther King City Offices Closed	21 City Council	22	23	24	25
26	27	28	29	30	31	Notes:

Created with [WinCalendar](#) Calendar Creator.

- ▶ For more layouts (60+), colors, options & for calendars with holidays download WinCalendar Calendar Maker.
- ▶ You can also import Google Calendar, Yahoo Calendar & Outlook data onto created calendars.

~ February 2014 ~						
◀ Jan 2014						Mar 2014 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 City Council	5	6	7 TML Elected Officials' Conference	8 TML Elected Officials' Conference
9 TML Elected Officials' Conference	10	11	12	13	14	15
16	17 Presidents' Day City Offices Closed	18 City Council	19	20	21	22
23	24	25	26	27	28	Notes: TML Elected Officials' Conference Hyatt Regency, 123 Losoya Riverwalk San Antonio, Texas

~ March 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 City Council	5	6	7	8
9	10	11	12	13	14	15
16	17	18 City Council	19	20	21	22
23	24	25	26	27	28	29
30	31	Notes:				

~ April 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 City Council	2	3	4	5
6	7	8	9	10	11	12
13	14	15 City Council	16	17	18 <i>Good Friday</i>	19
20 <i>Easter</i>	21	22	23	24	25	26
27	28	29	30	Notes:		

~ May 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 City Council	7	8	9	10 City Election Day
11	12	13	14	15	16	17
18	19	20 City Council	21	22	23	24
25	26 Memorial Day City Offices Closed	27	28	29	30	31

~ June 2014 ~						
◀ May 2014						Jul 2014 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 City Council	4	5	6	7
8	9	10	11	12	13	14
15	16	17 City Council	18	19	20	21
22	23	24	25	26	27	28
29	30	Notes:				

~ July 2014 ~						
◀ Jun 2014						Aug 2014 ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 City Council	2	3	4 Independence Day City Offices Closed	5
6	7	8	9	10	11	12
13	14	15 City Council	16	17	18	19
20	21	22	23	24 TML Newly Elected City Officials' Orientation	25 TML Newly Elected City Officials' Orientation	26
27	28	29	30	31	Notes: TML Newly Elected City Officials' Orientation Bastrop, Texas	

~ August 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 City Council	6	7	8	9
10	11	12	13	14	15 TML Newly Elected City Officials' Orientation	16 TML Newly Elected City Officials' Orientation
17	18	19 City Council	20	21	22	23
24	25	26	27	28	29	30
31	Notes: TML Newly Elected City Officials' Orientation Las Colinas					

Item # 31

~ September 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Labor Day City Offices Closed	2 City Council	3	4	5	6
7	8	9	10	11	12	13
14	15	16 City Council	17	18	19	20
21	22	23	24	25	26	27
28	29	30 TML ANNUAL CONFERENCE & EXHIBITION,	Notes: TML ANNUAL CONFERENCE & EXHIBITION, September 30 - October 3 George Brown Convention Center Houston, Texas			

~ October 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 TML ANNUAL CONFERENCE & EXHIBITION	2 TML ANNUAL CONFERENCE & EXHIBITION	3 TML ANNUAL CONFERENCE & EXHIBITION	4
5	6	7 National Night Out	8 City Council	9	10	11
12	13 Columbus Day City Offices Closed	14	15	16	17	18
19	20	21 City Council	22	23	24	25
26	27	28	29	30	31	Notes:

~ November 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Election day	5 City Council	6	7	8
9	10	11 Veterans' Day City Offices Closed	12	13	14	15
16	17	18 City Council	19	20	21	22
23	24	25	26	27 Thanksgiving City Offices Closed	28 City Offices Closed	29
30	Notes:					

More Holiday Calendars from WinCalendar: [2013 Calendar with Holidays](#), [2014 Calendar with Holidays](#), [Calendar with Holidays](#)

Item # 31

~ December 2014 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 City Council	3	4	5	6
7	8	9	10	11	12	13
14	15	16 City Council	17	18	19	20
21	22	23	24 Christmas Eve City Offices Closed	25 Christmas Day City Offices Closed	26	27
28	29	30	31	Notes:		



CITY OF KYLE, TEXAS

Lifetime Achievement Award

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Consider and Possible Action regarding the creation of a Lifetime Achievement Award to recognize individuals who have made significant contributions toward the betterment of the quality of life for Kyle residents over a sustained period of time ~ *Jerry Hendrix, Chief of Staff*

Other Information: The Community Relations Committee has been working on this award for over a year. During that time they have reviewed how other cities address this type of citizen recognition and formulated an application process and award criteria for the council's review.

Budget Information: N/A

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

Attachments / click to download

- [Lifetime Achievement Award](#)
- [Lifetime Achievement Award Nomination Form](#)

City of Kyle Lifetime Service Award

The City of Kyle Lifetime Achievement Service Award is given to individuals who, through their significant and selfless commitment to the betterment of Kyle, have made an everlasting impact on the City of Kyle and made the City a better, safer and more prosperous place for everyone who lives, works or visits here.

This stakeholder process will outline a process where Kyle citizenry can identify, recognize, and nominate a Kyle citizen(s), based on an extensive body of work that encompasses at least twenty five (25) years of dedication to the community through personal involvement in activities, education, public service to and/or for the betterment of Kyle and who has:

- Demonstrated outstanding leadership
- Encouraged a sustained commitment to civic participation
- Inspired others to make service a central part of their lives

Who is eligible?

Those who have made contributions to the city of Kyle for a period of not less than twenty-five (25) years as identified in the Nomination Guidelines.

How is a candidate nominated?

- Complete a nomination form; these are available at the Kyle City Hall.
- Submit two reference letters from individuals or organizations describing the value, character and impact of the nominee to the city of Kyle.
- Nominations from the public will be received from January 1 through March 31 of each calendar year.
- There is no requirement to grant this award on an annual basis.

How is the nominee selected?

The review process will be from April 1 through June 30 and will be conducted by members of the City of Kyle Community Relations Committee. Should there be a qualified candidate(s), the name(s) will be forwarded to the nominating committee for consideration.

The Nominating Committee will be comprised of one member from each of the seven standing council appointed committees, one member of the City Council and a staff liaison as appointed by the city manager.

Should the nominee pass committee criteria, the nominee will then be forwarded to the City Council for review and confirmation. Any nominee passing the City Council criteria will be announced on or around October 1 and again at the city of Kyle Founders Day Celebration (third Saturday in October).?

Recognition of the Recipient

Final recognition will be made at a designated City Council meeting and also at the City of Kyle Founders Day Celebration. The recognition will include:

- A resolution read at the City Council meeting
- Presentation of a plaque recognizing the recipient's service
- The recipient's picture and list of contributions will be displayed at the Kyle City Hall

Nomination Form

Be sure to read the Nomination Guidelines prior to completing this form.

All nominations must be received no later than March 31.

Nominee's Full Name: _____

Home Address: _____

City: _____ State: _____ Zip Code _____

Telephone No. _____ Mobile _____

Nominee was born in Kyle: Yes No (Please circle Yes or No)

If No, the number of years Nominee lived in Kyle: _____ Years.

Nominee's Date of Birth _____ Is Nominee Deceased? Yes No

Please attach to this nomination form a typed summary of the nominee's achievements and contributions as outlined in the Nomination Guidelines. Include supporting documentation.

Note: The nomination packet may not exceed ten (10) pages. Printing must use font size 12pt or larger. Any packet which does not comply will not be considered and will be returned. Also, letters simply recommending your nominee will not be considered. Multiple nominations for the same nominee are discouraged.

NOMINATOR'S STATEMENT: I hereby affirm the information contained herein is accurate to the best of my knowledge and understanding, and in conformance with the Nomination Guidelines. I agree to provide additional information if required by the Nominating Committee.

Nominator's Name: _____

Relationship to Nominee: _____ (Refer to Nomination Guidelines)

Telephone Number _____ E-mail address _____

Nominator's Signature (Required) : _____ Date _____

Please Note: Only the nominator will be notified if this nomination is NOT selected.

Mail or E-mail this form and completed packet to:

Attention: NOMINATING COMMITTEE
City of Kyle City Hall
P.O. Box 40
Kyle, Texas 78640

Nomination Guidelines

The City of Kyle has established the City of Kyle Lifetime Service Award to allow Kyle citizenry to identify, recognize, and nominate a Kyle citizen(s), based on an extensive body of work that encompasses at least twenty five (25) years of dedication to the community through personal involvement in activities, education, public service to and/or for the betterment of Kyle and who has/have:

- Demonstrated outstanding leadership
- Encouraged a sustained commitment to civic participation
- Inspired others to make service a central part of their lives.

In selecting its nominee(s) for submission to the Nominating Committee, preference shall be given to those who were born in Kyle or adopted Kyle as their home city or base of operation.

Other Considerations:

- The Nominee must meet the aforementioned criteria and has exhibited good moral character.
- Current members of the Kyle City Council and Staff are ineligible for induction until two years after they have left their position. The Nominating Committee may recommend a waiver of the two-year requirement for nominees over the age of 70.

The Selection Process will be conducted, using a uniform nomination form. This form is available on the City of Kyle Web site (www.cityofkyle.com) and is to be submitted to the City of Kyle/Nominating Committee either by mail or e-mail.

The City of Kyle Lifetime Service Award submission period is from January 1 until March 31 or until the first 50 nominations are received; whichever occurs first. The Nominating Committee will review only the first 50 submissions and from those, should it be determined that one or more of the nominee's meets the criteria, transmit a list of those nominees to the Vetting Committee. Should it be determined that a nominee(s) meets or exceeds the criteria, submission will be forwarded to the Council for the final approval.

In order for the submission process to uniformly portray the efforts and contributions of the great citizenry, the nomination packet must be completed in accordance with the following format:

I. City of Kyle Lifetime Service Award Nomination Form:

- a. This nomination form with attachments may not exceed 10 pages. The type face may not be smaller than font size 12 pt. Insure the accuracy of the information about the nominee, paying particular attention to phone numbers and address. This form requires the signature of the nominator to validate the accuracy of the information and that it follows the nomination guidelines. In the case of a deceased nominee, please provide the name of next of kin along with contact information.

- II. Summary of Education and Training Accomplishments:
- a. Provide a simple chronology of education and training accomplishments. List or attach any significant achievements, recognitions, etc. List schools attended, degrees obtained, and any academic awards earned. Vocational or technical training and schools; professional training programs completed and dates; and any other community training programs to include Volunteer firefighter, Red Cross, etc. may also be included.
- III. Summary of the Nominees' Professional or Employment History:
- a. Provide a simple chronology of professional and employment history to include; History of employers/companies/business; Positions and Promotions; Professional publications and presentations; Professional awards, recognition and certificates. Attach any significant awards, recognition, etc. that may be pertinent.
- IV. Summary of Nominee's Advocacy on behalf of the City of Kyle:
- a. Summarize any contributions and recognition of the nominee in relation to advocacy of Kyle's support programs or initiatives. This may include the nominee's active involvement with Kyle Organizations, community patriotic projects and committees and participation/support for Kyle events, etc.
- V. Summary of Nominee's Civic Activities, and Contributions:
- a. Summarize the nominee's volunteer activities, civic activities and contributions; elected or appointed offices held; civic or fraternal affiliations and contributions.
- VI. List any awards or honors:
- a. Such as Presidential awards, Who's Who, Citizen of the Year, etc.
- VII. Provide a written narrative as to why you feel this individual should be considered for the City of Kyle Lifetime Service Award. This comprehensive description should explain what significant contribution the nominee made to the City of Kyle in civic, business, public service or other pursuits.
- a. This last section is where you tell the Kyle Nominating Committee why your nominee should be recognized and for what reason.
- VIII. The nomination packet must not exceed ten (10) pages on 8-1/2" x 11" single-sided paper with a font size no smaller than 12 pt, double-spaced and further meeting the listed requirements:
- a. The packet includes the required nomination form.
 - b. If the nomination packet exceeds ten (10) pages, the nomination packet will not be considered.

- c. Letters simply recommending your nominee for the Bob Barton Lifetime Service Award will not be considered.
 - d. Multiple nominations for a single individual are discouraged.
 - e. Nomination packets for those not selected may be revised and resubmitted during future nomination periods.
- IX. Please note all materials provided to the City of Kyle Nominating Committee are public records and are subject to disclosure upon request pursuant to The Texas Public Information Act (Texas Government Code, Chapter 552). Accordingly, please do not submit to the Committee information of a confidential or personal nature that should not be published publicly.
- X. The nomination packets and attachments become the property of the City of Kyle Nominating Committee and will not be returned. Please do not send original documents because they will not be returned.
- XI. All nominators, after providing their name on the nominations form should state their relationship to the nominee. Examples may include: self, next of kin, family member, admirer, co-worker, etc.

Please Note: Only the nominator will be notified if the nominee is NOT selected.

Nomination packets must be received no later than March 31.

Mail or E-mail this form and completed packet to:

Attention: NOMINATING COMMITTEE
City of Kyle City Hall
P.O. Box 40
Kyle, Texas 78640



CITY OF KYLE, TEXAS

Consideration and Possible Action regarding Amendments to the City of Kyle Ethics Ordinance

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: General Discussion and Possible Action to Consider Amendments to the City of Kyle Ethics Ordinance including conducting business before City Council, after leaving office ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

[City of Kyle Ethics Policy October 2012-JG Edit1 \(1\)](#)

**CODE OF ETHICS ORDINANCE
OF THE
CITY OF KYLE**

September ~~1, 2003~~2009 [Amended ~~September 2009~~November 2012]

CODE OF ETHICS ORDINANCE

Part A: Declaration of Policy

- Section 1 Statement of Purpose
- Section 2 Definitions

Part B: Present City Officials and Employees

- Section 1 Improper Economic Benefit
- Section 2 Unfair Advancement of Private Interests
- Section 3 Gift
- Section 4 Confidential Information
- Section 5 Representation of Private Interests
- Section 6 Conflicting Outside Employment
- Section 7 Public Property and Resources
- Section 8 Political Activity
- Section 9 Actions of Others
- Section 10 Prohibited Interests in Contracts
- ~~Section 11 City Council Contract Personnel~~
- Section 12 Persons Required to Report; Time to Report

Part C: Former City Officials and Employees

- Section 1 Continuing Confidentiality
- Section 2 Subsequent Representation
- Section 3 Prior Participation in Negotiating or Awarding of Contracts
- Section 4 Discretionary Contracts

Part D: Persons Doing Business With the City

- Section 1 Vendors, Suppliers and Contractors
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- Section 3 Disclosure of Association with City Official or Employee
- Section 4 Disclosure of Benefit to City Official or Employee

Part E: Members of the Public and Others

- Section 1 Forms of Responsibility

Part F: Financial Disclosure

- Section 1 Financial Disclosure Report
- Section 2 Contents of Financial Disclosure Reports
- Section 3 Short Form Annual Report
- Section 4 Travel Reports Requirements
- Section 5 Items Received on Behalf of the City
- Section 6 Other Persons Required to Reports Gifts
- Section 7 Violation of Reporting Requirements

Part G: Ethics Commission (Board)

- Section 1 Definitions

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- Section 2 Structure of the Ethics Commission (Board)
- Section 3 Jurisdiction and Powers
- Section 4 Complaints
- Section 5 Ethics Compliance Officer
- Section 6 Ethics Panels
- Section 7 Hearings
- Section 8 Disposition
- Section 9 Petition for Declaratory Ruling
- Section 10 Advisory Opinions
- Section 11 Annual Report
- Section 12 Public Records and Open Meetings

Part H: Enforcement Mechanisms

- Section 1 Disciplinary action
- Section 2 Damages And Injunctive Relief
- Section 3 ~~Civil Fine~~Removal
- Section 4 Prosecution for Perjury
- Section 5 Voiding or Ratification of Contract
- Section 6 Disqualification From Contracting
- Section 7 Failure to Report; Penalty

Part I: Administrative Provisions

- Section 1 Other Obligations
- Section 2 Distribution and Training
- Section 3 Severability

CODE OF ETHICS

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PART A. DECLARATION OF POLICY

SECTION 1. STATEMENT OF PURPOSE

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but on the availability of aid or redress to all persons on equal terms and on the accessibility and dissemination of information relating to the conduct of public affairs. For the purpose of promoting confidence in the government of the City of Kyle and thereby enhancing the city's ability to function effectively, this code of ethics is adopted. The code establishes standards of conduct, disclosure requirements, and enforcement mechanisms relating to city officials and employees and other whose actions inevitably affect public faith in city government, such as former city officials and employees, candidates for public office, and persons doing business with the city, ~~and lobbyists~~. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this code of ethics furthers the legitimate interests of democracy.

Appearance of Impropriety: Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of Kyle to enforce the eCity Charter and the associated ordinances and codes. The appearance of impropriety may itself be a conflict of interest. To ensure and enhance public confidence in City Government, each city official must not only adhere to the principles of ethical conduct set forth in this code and technical compliance therewith, but they must scrupulously avoid the appearance of impropriety at all times.

SECTION 2. DEFINITIONS

As used in this code of ethics, the following words and phrases have the meaning ascribed to them in this Section, unless the context requires otherwise or more specific definitions set forth elsewhere in this code apply:

- (a) **Acceptance.** A written or verbal indication that someone agrees; "Acceptance" of an offer of subsequent employment or business opportunities includes legally binding contracts and all informal understandings that the parties expect to be carried out. An agreement, either by express act or by implication from conduct, to the terms of an offer so that a binding contract is formed.
- (b) **Affiliated.** Business entities are "affiliated" if one is the parent or subsidiary of the other or if they are subsidiaries of the same parent business entity.
- (c) **Affinity.** Relationship by "affinity" (by marriage) is defined in Section 573.024 and 573.025 of the Texas Government Code.
- (d) **Before the City.** Representation or appearance "before the city" means before the City Council; before a board, commission, or other city entity; or before a city official or employee. ~~Representation "before the city" does not include representation before a board where members of said board are not wholly appointed by the City Council.~~
- (e) **Benefit.** "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including a benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

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- (f) **Business Entity.** "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. Formatted: Tab stops: 0.5", Left + Not at 1.25"
- (g) **Candidate.** "Candidate" means a person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election. Examples of affirmative action include:
- (1) ~~the filing of a campaign treasurer appointment, except that the filing does not constitute candidacy or an announcement of candidacy for purposes of automatic resignation provisions of Article XVI, Section 65, or Article XI, Section II of the Texas Constitution;~~ Formatted: Tab stops: 0.5", Left
 - (2) the filing of an application for a place on a ballot; Formatted: Tab stops: 0.5", Left + 1", Left + Not at 1.75"
 - (3) the making of a public announcement of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;
 - (4) before a public announcement of intent, the making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication; and
 - (5) the soliciting or accepting of a campaign contribution or the making of a campaign expenditure. Formatted: Tab stops: 0.5", Left + Not at 1.25"
- (h) **City.** "City" means the City of Kyle, Texas. Formatted: Tab stops: 0.5", Left + Not at 1.25"
- (i) **Code of Ethics.** "Code of ethics," "ethics code," or "this code" means Parts A through J of this Chapter, its amendment(s) and/or enhanced definitions.
- (j) **Complainant.** "Complainant" means an individual who has filed a sworn complaint with the City Secretary ~~as provided in Part C, Section 4 (Complaints).~~
- (k) **Confidential Government Information.** "Confidential government information" includes all information held by the city that is not available to the public under the Texas Open Records Act and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act, regardless of whether disclosure violates the Act.
- (l) **Consanguinity.** Relationship by "consanguinity" (by blood) is defined in Sections 573.022 and 573.023 of the Texas Government Code. Formatted: Tab stops: 0.5", Left + Not at 1.25"
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- (m) **Discretionary Contract.** "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid basis. Discretionary contracts do not include those contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.
- (n) **Economic Interest.** "Economic Interest" includes, but is not limited to, legal or equitable property interest in land, chattels, and intangibles, and contractual rights having more than de minimis value. Service by a city official or employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that city official or employee an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other

assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund.

- (o) **Employee.** ~~Except as provided in section 10 of Part B (Prohibited Interests in Contracts), Section 4(c) of Part C (Discretionary Contracts), and Part F (Financial Disclosure),~~ the term "employee or "city employee" is any person listed on the City of Kyle payroll as an employee, whether part-time or full-time.
- (p) **Former City Official or Employee.** A "former city official" or "former city employee" is a person whose city duties terminate on or after the effective date of this code.
- (q) **Gift.** "Gift" means a voluntary transfer of property (including the payment of money) or the conferral of a benefit having pecuniary value (such as the rendition of services or the forbearance of collection on a debt), unless consideration of equal or greater value is received by the donor.
- (r) **Indirect Ownership.** A person "indirectly owns" an equity interest in a business entity where the interest is held through a series of business entities, some of which own interests in others.
- (s) **Intentionally.** A person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.
- (t) **Knowingly.** A person acts knowingly, or with knowledge, with respect to the nature of his or her conduct or to circumstances surrounding his or her conduct when he or she is aware of the nature of his or her conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his or her conduct when he or she is aware that his or her conduct is reasonably to cause the result.
- (u) **Official.** The term "official" or city official" includes but is not limited to the following person:

The Mayor;
 Members of the City Council;
 Municipal Court Judges and Magistrates;
 The City Manager;
 Deputy or Assistant City Managers;
~~Assistants to the City Manager;~~
~~City Secretary or Assistant City Secretary;~~
~~City Secretary or Assistant City Secretary;~~
 All department heads; ~~and assistant department heads;~~
 Secretary to the City Manager;
~~Executive Secretaries;~~
~~Public Utilities Supervisor;~~ and

Members of all boards, commissions, committees, and other bodies created by the City Council pursuant to federal or state law or City ordinance, excluding boards, commissions, and committees, entities that may be only advisory only in nature; ~~and board members of any entity who are appointed by the city council to such board membership.~~

~~The term "officer" is defined in Section 10(c)(2) of Part B (Prohibited Interests in Contracts) and Section 4(c)(2) of Part C (Discretionary Contracts) and is not synonymous with any use of the term "official" in this code.~~

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- (v) **Official Action.** "Official action" includes:
- (1) any affirmative act (including the making of a recommendation) within the scope of, or in violation of, an official or employee's duties, and
 - (2) any failure to act, if the official or employee is under a duty to act and know that inaction is likely to affect substantially an economic interest of the official or employee ~~or any person or entity listed in Subsections 1(a)(2) through (9) of Part B (Improper Economic Benefit).~~
- (w) **Official Information.** "Official information" includes information gathered pursuant to the power or authority of city government.
- (x) **Ownership.** Ownership of an interest in a mutual or common investment fund that holds securities or other assets does not constitute direct or indirect ownership of such securities or other assets unless the person in question participates in the management of the fund.
- (y) **Partner.** Someone who engages in an activity or undertaking with another; "Partner" includes partners in general partnerships, limited partnerships, and joint ventures. ~~One who shares or takes part with another especially in a venture with shared benefits and shared risks.~~
- (z) **Person.** Means any individual, human being or business entity, excluding the City of Kyle
- (aa) **Personally and Substantially Participated.** "Personally and Substantially Participated" means to have taken action as an official or employee through decision, approval, disapproval, recommendation, giving advice investigation or similar action. The fact that the person had responsibility for a matter does not by itself establish ~~that~~ the person "personally and substantially participated" in the matter.
- (bb) **Recklessly.** A person acts recklessly, or is reckless, with respect to circumstances surrounding his conduct or the result of his conduct when he is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor's standpoint.
- (cc) **Representation.** "Representation" is a presentation of fact - either by words or by conduct - made to induce someone to act. Representation does not include appearance as a witness in litigation or other official proceedings.
- (dd) **Respondent.** "Respondent" means an individual identified in a sworn complaint to have allegedly violated the Ethics Code of the City of Kyle.
- (ee) **Solicitation.** "Solicitation" of subsequent employment of business opportunities includes all forms of proposals and negotiations relating thereto.
- (ff) **Public Servant(s).** "Public servant(s)" means the elected and the appointed officers of the City, the members of boards, commissions and committees appointed or created by the City Council, and all volunteer and paid employees of the City.

PART B. PRESENT CITY OFFICIALS AND EMPLOYEES

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SECTION 1. IMPROPER ECONOMIC BENEFIT

- (a) **General Rule.** To avoid the appearance and risk of impropriety, a city official or employee shall not take any official action that he or she knows is likely to affect the economic interests of:

- (1) the official or employee;
- (2) his or her parent, child, spouse, or other family member within the second degree of consanguinity or affinity;
- (3) his or her outside client;
- (4) —a member of his or her household;
- (5) the outside employer of the official or employee or of his or her parent, child (unless the child is a minor), or spouse;
- (6) a business entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest;
- (7) a business entity which the official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest;
- (8) a business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; or
- (9) a person or business entity:

- (A) ferom whom, within the past twelve months, the official or employee, or his or her spouse, directly or indirectly has
 - (i) solicited,
 - (ii) received and not rejected, or
 - (iii) accepted an offer of employment; or
- (B) with whom the official or employee, or his or her spouse, directly or indirectly is engaged in negotiations pertaining to business opportunities.

- (b) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate Subsection (a) must recuse himself or herself. From the time that the conflict is or should have been recognized, he or she shall:

- (1) immediately refrain from further participation in the matter, including discussions with any person likely to consider the matter; and
- (2) promptly file with the City Secretary the appropriate form from disclosing the nature and extent of the prohibited conduct.

In addition:

- (3) a supervised employee shall promptly bring the conflict to the attention of this or her supervisor, who will than, if necessary, reassign responsibility for handling the matter to another person; and
- (4) a member of a board shall promptly disclose the conflict to other members of the board and shall not vote on, the matter.

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(c) **Definitions.** For purposes of this rule:

- (1) An action is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof; and
- (2) The term client includes business relationships of a highly personalized nature, but not ordinary business-customer relationships.

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(d) **Non-profit board membership.** A member of the Council who serves in an unpaid position with, or on the board of, a public or private non-profit organization may participate in discussions ~~shall have a voice~~ but may not vote on any funding request or contract with the City by that organization, unless the organization has a board of directors or trustees appointed in whole or in part by the city council; provided further that members of the Council appointed to serve on the board of a non-profit corporation or other legal entity created by the City shall, unless another conflict exists, have the authority and duty to fully participate in any discussion and vote at the city council regarding the organization .

SECTION 2. UNFAIR ADVANCEMENT OF PRIVATE INTERESTS

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(a) **General Rule.** Except when performing a duty or responsibility of the position held, to serve the health, welfare or public safety of the City, to accomplish a public purpose, or to benefit the public in general, a city official or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official who represents to a person that he or she may provide an advantage to that person based on the official's position on a board or commission violates this rule.

(b) **Special Rules.** The following special rules apply in addition to the general rule:

- (1) **Acquisition of Interest in Impending Matters.** A city official or employee shall not acquire an interest in, or affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will directly or indirectly affected by impending official action by the city.
- (2) **Reciprocal Favors.** A city official or employee may not enter into an agreement or understanding with any other person that official action by the official or employee will be rewarded or reciprocated by the other person, directly or indirectly.
- (3) **Appointment of Relatives.** A City official or employee shall not appoint or employ or vote to appoint or employ any relative within the third degree of consanguinity or affinity to any office or position of employment within the city.
- (4) **Supervision of Relatives.** No official or employee shall be permitted to be in the line of supervision of a relative with in the third degree of consanguinity or second degree of affinity. Department heads are responsible for enforcing this

policy. If an employee, by reason of marriage, promotion, reorganization, or otherwise, is placed into the line of supervision of a relative, one of the employees will be reassigned or other appropriate arrangements will be made for supervision.

- ▲ (c) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate Subsection (b)(3), ~~“Appointment of Relatives” of this Part~~ shall adhere to the recusal and disclosure provisions provided in Section 1(b) of Part B (Improper Economic Benefit).

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SECTION 3. GIFTS

(a) General Rule.

- (1) A city official or employee shall not solicit, accept, or agree to accept any gift or benefit for himself or herself of his or her business:

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- (A) that reasonably tends to influence or reward official conduct; or
(B) that the official or employee knows or should know is being offered with the intent to influence or reward official conduct.

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- ▲ (2) A city official or employee shall not solicit, accept, or agree to accept any gift or benefit, save and except for items received that are of nominal value and meals in an individual expense of \$50 or less at any occurrence, or meals with no more than a cumulative value of \$250 in a single calendar year, from a single source, from:

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- (A) any individual or business entity doing or seeking to do business with the City; or

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- (B) ~~any registered lobbyist or public relations firm advocating on behalf of clients doing or seeking to business with the City; or~~

- (C) any person seeking or advocating on zoning or platting matters before a city body. Doing business with the city includes, but is not limited to, individuals and business entities that are parties to a discretionary contract, individuals and business entities that are subcontractors to a discretionary contract, and partners and/or parents and/or subsidiary business entities of any individuals and business entities that are parties to a discretionary contract.

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- ▲ (b) **Special Applications.** Subsections (a)(1) and (a)(2) do not include:

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- (1) a gift to a city official or employee relating to a special occasion, such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the gift is fairly commensurate with the occasion and the relationship between the donor and recipient;
- (2) reimbursement of reasonable expenses for travel authorized in accordance with city policies;
- (3) a public award or reward for meritorious service or professional achievement, provided that the award or reward is reasonable in light of the occasion;

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- (4) a loan from a lending institution made in its regular course of business on the same terms generally available to the public;
- (5) a scholarship or fellowship awarded on the same terms and based on the same criteria that are applied to other applicants;
- (6) admission to an event in which the city official or employee is participating in connection with official duties;
- (7) any solicitation for civic or charitable causes;
- (8) admission to an event in which the city official or employee is participating in connection with his or her spouse's position;
- (9) ceremonial and protocol gifts presented to city officials from a foreign government or international or multinational organization and accepted for the City of Kyle;
- (10) admission to a widely attended event, such as a convention, conference, symposium, forum, panel discussion, dinner, viewing, reception or similar event, offered by the sponsor of the event, and unsolicited by the City official or employee, if
 - (A) the official or employee participates in the event as a speaker or panel participant by presenting information related to matters before the City; or
 - (B) the official or employee perform a ceremonial function appropriate to that individual's position with the City; or
 - (C) attendance at the event is appropriate to the performance of the official duties or representative function of the official or employee;
- (11) admission to a charity event provided by the sponsor of the event, where the offer is unsolicited by the City official or employee;
- (12) admission to training or education program, including meals and refreshments furnished to all attendees, if such training is related to the official or employee accepts as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law, up to \$500 from a single source in a calendar year.

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- (c) **Campaign Contribution Exception.** The general rule stated in Subsection (a) does not apply to a campaign contribution made pursuant to the Texas Election Code.

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- (d) **Gifts to Closely related Persons.** A city official or employee shall take reasonable steps to persuade a parent, spouse, child, or other relative within the second degree of consanguinity or affinity, or an outside business associate not to solicit, accept, or agree to accept any gift or benefit;

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- (1) ~~a parent, spouse, child, or other relative within the second degree of consanguinity or affinity, or an outside business associate not to solicit, accept, or agree to accept any gift or benefit;~~ that reasonably tends to influence or reward the city official's or employee's official conduct, or
- (2) that the official or employee knows or should know is being offered with the intent to influence or reward the city official's or employee's discharge of official duties.

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If- a city official or employee required to file a financial disclosure report under this

~~Ethics Code, Part F (Financial Disclosure)~~ knows that a gift or benefit meeting the requirements of Subsection (d)(2) of this rule has been accepted and retained by a person identified in Subsection (d)(1) of this rule, the official or employee shall promptly file a report with the City Secretary's office disclosing the donor, the value of the gift or benefit, the recipient, and the recipient's relationship to the official or employee filing the report.

(e) **Definition.**

- (1) For purposes of this rule, a person is an "outside business associate" if both that person and the city official or employee own, with respect to the same business entity:
- (A) ten (10) percent or more of the voting stock or shares of the business entity, or
 - (B) ten (10) percent or more of the fair market value of the business entity.
- (2) For purposes of this rule, a "sponsor" of an event is the person or persons primarily responsible for organizing the event. A person who simply contributes money or buys tickets to an event is not considered a sponsor.

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SECTION 4. CONFIDENTIAL INFORMATION

Public servants shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure official information about any person or entity, for the financial benefit or gain of such public servant or any third party. Public servants shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information served a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group.

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- (a) **Improper Access.** A city official or employee shall not use his or her position to obtain official information about any person or entity for any purpose other than the performance of official duties.
- (b) **Improper Disclosure or Use.** A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential information gained by reason of said official's or employee's position concerning the property, operations, policies or affairs of the city. This rule does not prohibit:
- (1) any disclosure that is no longer confidential by law; or
 - (2) the confidential reporting of illegal or unethical conduct to authorities designated by law.

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SECTION 5. REPRESENTATION OF PRIVATE INTERESTS

- (a) **Representation by a Member of the Board.** A city official or employee who is a member

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of a board or other city body shall not represent any person, group, or entity:

- (1) before that board or body;
- (2) before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or
- (3) before ~~a board or other city body which has appellate~~ the City Council if the Council has jurisdiction over the board or body of which the city official or employee is a member, if any issue relates to the official's or employee's official duties.

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(b) **Representation Before the City.**

- (1) **General Rule.** ~~A member of the city official member of the Council~~ or employee shall not represent for compensation any person, group, or entity, other than himself or herself or this or her spouse or minor children, before the city. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.

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- (2) ~~**Exception for Board Members.** The rule stated in subsection b(1) does not apply to a person who is classified as a city official only because he or she is an appointed member of a board or other city body.~~

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- ~~(3)~~ **Prestige of Office and Improper Influence.** In connection with the representation of private interests before the city, a city official or employee shall not:

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- (A) assert the prestige of the official's or employee's city position for the purpose of advancing private interests; or
- (B) state or imply that he or she is able to influence city action on any basis other than the merits.

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(c) **Representation in Litigation Adverse to the City.**

- (1) **Officials and Employees (~~Other than Board Members~~).** ~~A city member of the Council official~~ or employee, ~~other than a person who is classified as an official only because he or she is an appointed member of a board or other city body,~~ shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city.

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- (2) **Board Member.** A person who is classified as a city official only because he or she is an appointed member of a board or other city body shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to interests of the city and the matter is

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substantially related to the official's duties to the city.

SECTION 6. CONFLICTING OUTSIDE EMPLOYMENT

- (a) **General Rule.** A ~~member of the City Council~~ ~~city official~~ or employee shall not solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, official duties.
- (b) **Special Application.** The following special rule applies in addition to the general rule: A city official or employee shall not provide services to an outside employer related to their official duties as a city official or employee. This special rule does not apply to law enforcement employees provided that the employees are the subject of a properly adopted personnel policy authorizing such employment.
- (c) **Other Rules.** The general rule stated above applies in addition to all other rules relating to outside employment of city officials and employees, including requirements for obtaining prior approval of outside employment as applicable.

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SECTION 7. PUBLIC PROPERTY AND RESOURCES

A city official or employee shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies for private purpose (including political purposes), except:

- (a) pursuant to duly adopted city policies, or
- (b) to the extent and according to the terms that those resources are lawfully available to the public.

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SECTION 8. POLITICAL ACTIVITY

Limitations on the political activities of city officials and employees are imposed by state law, the City Charter, and city personnel rules and are incorporated into this provision by reference. In addition, the following ethical restrictions apply:

- (a) **Influencing Subordinates.** A city official or employee shall not, directly or indirectly, induce or attempt to induce any city subordinate of the official or employee:
- (1) to participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue, or
 - (2) to refrain from engaging in any lawful political activity.

A general statement merely encouraging another person to vote does not violate this rule.

- (b) **Paid campaigning.** A city official or employee shall not accept anything of value, directly or indirectly, for political activity relating to an item pending on the ballot, if he or she participated in, or provided advice relating to, the exercise of discretionary authority by a city body that contributed to the development of the ballot item. Anything of value does not include a meal or other item of nominal value the city official or employee receives in

return for providing information on an item pending on the ballot.

- (c) **Official Vehicles.** A city official or employee shall not display or fail to remove campaign materials on any city vehicle under his or her control.

Limitations on the use of public property and resources for political purposes are imposed by Section 7 of Part B (Public Property and Resources).

SECTION 9. ACTIONS OF OTHERS

- (a) **Violations by Other Persons.** A city official or employee shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate any provision in this code of ethics
- (b) **Using Others to Engage in Forbidden Conduct.** A city official or employee shall not violate the provisions of this code of ethics through the acts of another.

SECTION 10. PROHIBITED INTERESTS IN CONTRACTS

- (a) **Charter Provision.** The Charter of the City of Kyle, in Section 12.03, states "No officer or employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation in any contract with the City, or be financially interested, directly or indirectly in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an officer or employee; provided however, that the provision of this section (Section 12.03 of the Charter) shall only be applicable when the stock owned by the officer or employee exceed one percent of the total capital stock of the corporation. Any violation of this section with the knowledge, express or implied, of the person or corporation contacting with the City shall render the contract voidable."
- (b) **Financial Interest.** No officer or employee of the City shall have a financial interest direct or indirect, or by reason of ownership of stock in a corporation, in a contract with the City, or be financially interested directly or indirectly in the sale to the City of land, materials, supplies or services except on behalf of the City as an officer or employee; provided, however, that the provision of this section shall only be applicable when the stock or interests owned by the officer or employee exceeds one (1%) percent of the total capital stock of the corporation, or the City is taking an interest in property by eminent domain. Any violation of this shall render the contract voidable.

This subsection does not permit any officer or employee to fail to comply with the requirements for giving notice of conflict, recusal and filing the required conflict forms with the city secretary.

- (c) If an officer or employee has or may potentially have a presumed prohibited financial interest in a contract with the city, or in the sale to the city of land, materials, supplies or service under subsection (b), the officer or employee may apply to the Ethics Commission established under section 12.01 of the City Charter for determination and decision on whether the officer or employee has an actual direct or indirect financial interest in that contract or transaction.

The Ethics Commission will make this assessment using a standard of “clear and convincing” evidence at a hearing. A request for such a determination cannot be made confidentially. The hearing must be posted ~~two weeks~~ in accordance with the Texas Open Meetings Act in advance clearly stating the officer or employee with the presumed prohibited financial interest, the contract or transaction at issue, and the individual or business entity that is the party to the contract or transaction at issue.

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(d) Any contract or transaction already in place at the time the individual becomes an officer or employee subject to the prohibitions in Section 12.03 of the City Charter or those ascribed in this section may remain in place until the contract expires or the transaction is completed without creating a prohibited financial interest for the officer or employee.

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(e) Definitions. For purposes of enforcing Section 12.03 of the City Charter and the provisions of this Section:

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(1) a city “employee” is any employee of the city who is required to file a financial disclosure statement pursuant to ~~Section 1 (a) of Part F (Financial Disclosure Report)~~ the Ethics Code.

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(2) a city “officer” is:

(A) the Mayor or any Council member;

(B) a Municipal Court Judge or Magistrate appointed by the Council;

(C) a member of any board, committee or commission which is more than advisory in nature that is appointed by the Council. ~~The term does not include members of the board of another governmental entity even if some or all of these members are appointed by the city.~~

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(f) An officer or employee that has an interest prohibited by this Section, shall give notice of the conflict, ~~recuse himself or herself from participation in any discussions at any public meeting, or with the city staff concerning the interest or matter in which a conflict exists, and file the required disclosure with the city secretary; provided that, if the matter involves an eminent domain proceeding with respect to a property interest of the officer or employee, the officer or employee may announce the conflict, file the disclosure and thereafter in the same manner as any private citizen represent his/her property interests.~~

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SECTION 11. ~~CITY COUNCIL CONTRACT PERSONNEL~~

~~(a) — A member of the City Council who, in the course of official duties, has direct supervisory authority over contract personnel shall make reasonable efforts to ensure that the conduct of contract personnel is compatible with the obligations imposed on city officials and employees by this code of ethics.~~

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~~(b) — Contract personnel employed by a member of the city council shall comply with all obligations imposed by this code of ethics on city employees, except for restrictions on political activity imposed on city employees by the City Charter or the City’s Personnel Rules under Part B, Section 8 of this Code. Contract personnel, though, may not engage in political activity using City resources or during duty hours.~~

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~~(c) All contracts for administrative services between a member of the City Council and independent contractors shall contain a provision requiring the independent contractor to comply with all requirements imposed by this code on city employees.~~

SECTION 12.—PERSONS REQUIRED TO REPORT; TIME TO REPORT; PLACE TO REPORT

- (a) A City official or employee who has knowledge of a violation of any of the provisions of this Ethics Code shall report this violation as provided below within a reasonable time after the person has knowledge of a violation. A City official or employee shall not delegate to, or rely on, another person to make the report. **Formatted: Tab stops: 0.5", Left + Not at 1.06"**
- (b) Unless waived in writing by the person making the report, the identity of an individual making a report under this section is confidential and may be disclosed only to the proper authorities for the purposes of conducting an investigation of the report; provided that such confidentiality shall terminate if the matter is placed on an agenda of the Ethics Commission. **Formatted: Tab stops: 0.5", Left + Not at 1.06"**
- (c) A report made under this Section shall be made to:
- (1) the Ethics Compliance Officer or his or her designee; or
 - (2) the Ethics Commission. **Formatted: Tab stops: 0.5", Left + Not at 1.06"**
- (d) A report shall state:
- (1) the name of the City official or employee who believes that a violation of a provision of the Ethics Code has been or may have been committed; **Formatted: Tab stops: 0.5", Left + Not at 1.06"**
 - (2) the identity of the person or persons who allegedly committed the violation; **Formatted: Tab stops: 1", Left + Not at 1.56"**
 - (3) a statement of the facts on which the belief is made; and
 - (4) any other pertinent information concerning the alleged violation.
- (e) The city attorney is not a city official or employee for the purposes of ~~this Code of Ethics~~ **Section 11**. The city attorney shall: (1) comply at all times with the Texas Rules of Professional Responsibility when representing the City, or any officer or employee of the City, including, but not limited to, the requirement to promptly disclose in writing any possible conflict when requested to participate in any matter in which he/she may have a conflict of interest; (2) avoid any and all conflicts of interest with the City; (3) place the interests of the City as an organization above all others when performing the duties of city attorney; (4) preserve and protect attorney client privilege; (5) conduct such civil ~~and criminal~~ investigations as appropriate to comply with the duties of the city attorney and the Ethics Compliance Officer; and (6) advise any official or employee that makes a report to the city attorney in confidence, of a possible violation of this Code of Ethics, to report the matter to the Ethics Commission. **Formatted: Font: Book Antiqua**
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PART C: FORMER CITY OFFICIALS AND EMPLOYEES

SECTION 1. CONTINUING CONFIDENTIALITY

A former city official or employee shall not use or disclose confidential government information acquired during service as a city official or employee. This rule does not prohibit:

- (a) any disclosure that is no longer confidential by law; or
 (b) the confidential reporting of illegal or unethical conduct to authorities designated by law.

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SECTION 2. SUBSEQUENT REPRESENTATION

- (a) **Representation by a Former Board Member.** A person who was a member of a board or other city body shall not represent for compensation any person, group or entity for a period of two (2) years after the termination of his or her official duties:

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- (1) before that board or body;
 (2) before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or
 (3) before ~~a board or other body which~~ the City Council which has appellate jurisdiction over the board or body of which the former city official or employee was a member, if any issue relates to his or her former duties.

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- (b) **Representation Before the City.** A former city official or employee shall not represent for compensation any person, group, or entity, other than himself, or his or her spouse or minor children, before the city for a period two (2) years after termination of his or her official duties. This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board or other city body. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.

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- (1) In connection with the representation of private interests before the city, a former city official or employee shall not state or imply that he or she is able to influence city action on any basis other than the merits.

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- (c) **Representation in Litigation Adverse to the City.** A former city official or employee shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official or employee personally and substantially participated prior to termination of his or her official duties.

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SECTION 3. PRIOR PARTICIPATION IN NEGOTIATING OR AWARDING OF CONTRACTS

- (a) A former city official or employee may not, within two (2) years of the termination of official duties, perform work on a compensated basis relating to a discretionary contract, if he or she personally and substantially participated in the negotiation or awarding of the contract. A former city official or employee, within two (2) years of termination of official duties, must disclose to the City Secretary immediately upon knowing that he or she will perform work on a compensated basis relating to a discretionary contract for which he or she did not personally and substantially participate in its negotiation or award. This subsection does not apply to a person who was classified as city official only because he or she was an appointed member of a board or other city body.

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SECTION 4. DISCRETIONARY CONTRACTS

- (a) Impermissible Interest in Discretionary Contract or Sale. This Subsection applies only to contracts or sales made on a discretionary basis, and does not apply to contracts or sales made on a competitive bid basis. Within one (1) year of the termination of official duties, a former city officer or employee shall neither have a financial interest, direct or indirect, in any discretionary contract with the City, nor have a financial interest, direct or indirect, in the sale to the City of any land, materials, supplies, or service. Any violation of this Section, with the knowledge, expressed or implied, of the individual or business entity contracting with the Council shall render the contract involved voidable by the Council. A former city officer or employee has a prohibited "Financial interest" in a discretionary contract with the city, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:
- (1) the former officer or employee;
 - (2) his or her parent, child, or spouse;
 - (3) a business entity in which the former officer or employee, or his or her parent, child or spouse directly or indirectly owns:
 - (A) one (1) percent or more of the capital stock of a corporation, or
 - (B) ten (10) percent or more of the voting stock or shares of another business entity form, or
 - (C) ten (10) percent or more of the fair market value of any business entity; or
 - (4) a business entity of which any individual or entity listed in Subsection (1), (2) or (3) is:
 - (A) a subcontractor on a city contract;
 - (B) a partner, or
 - (C) a parent or subsidiary business entity.
- (b) ~~Exception: Prior Employment or Status. Notwithstanding subsection (a) of this Section 4 (Discretionary Contracts) and Section 3 (Prior Participation in Negotiation or Awarding of Contracts), a former city official or employee may upon leaving official duties return to employment or other status enjoyed immediately prior to commencing official city duties.~~
- (c) **Definitions.** For purposes of this Section:
- (1) A "former city employee" is any person who, prior to termination of employee status, was required to file a financial disclosure statement pursuant to ~~Section 1(a) of Part F (Financial Disclosure Report)~~ this Ethics Code.
 - (2) A "former city officer" is any person who, immediately prior to termination of official duties, was:
 - (A) the Mayor or a member or City Council;
 - (B) a Municipal Court Judge or Magistrate; or
 - (C) a member of any committee, board or commission which is more than advisory in nature. ~~The term does not include members of the board of another governmental entity even if some or all of these members are~~

- ~~appointed by the city.~~
- (3) The term "contract" means any discretionary contract other than a contract for the personal services of the former city official or employee.
- (4) The term "service" means any services other than the personal services of the former official or employee.

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PART D: PERSONS DOING BUSINESS WITH THE CITY

SECTION 1. VENDORS, SUPPLIERS AND CONTRACTORS. All vendors, suppliers, contractors and persons contacting the City for the purpose of selling any product or service to the City, or bidding on any City works, whether by competitive bid process or a discretionary contract, shall comply with the requirements of Chapt. 176, Tex. Loc. Gov't Code.

SECTION 2. PERSONS SEEKING DISCRETIONARY CONTRACTS

- (a) ~~Disclosure of Parties, Owners, and Closely Related Persons. For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and this code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract on a form provided the city:~~

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- (1) ~~the identity of any individual who would be a party to the discretionary contract;~~
- (2) ~~the identity of any business entity that would be a party to the discretionary contract and the name of:~~
- (A) ~~any individual or business entity that would be a subcontractor on the discretionary contract; and~~
- (B) ~~any individual or business entity that is known to be a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract; and~~
- (3) ~~the identity of any lobbyist or public firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract~~

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~~An individual or business entity seeking a discretionary contract is required to supplement this filing on a form provided by the city in the event there is any change in the information required of the individual or business entity under Part D, Section 1, (a)(1), (a)(2), (a)(2)(A), (a)(2)(B), or (a)(3). The individual or business entity seeking a discretionary contract must supplement this filing before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.~~

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- (b) ~~Political Contributions.~~ Any individual or business entity seeking a discretionary contract ~~from~~ the city must disclose in connection with a proposal for a discretionary contract, on a form provided by the city, all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made ~~by that individual or entity~~ directly or indirectly to any current or former member City Council any candidate for City Council, or to any political action committee that contributes to City Council elections, ~~by any individual or business entity whose identity must be disclosed under Subsection (a).~~ Indirect contributions by an individual include, but are not limited to, contributions made

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by an individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or ~~registered~~ lobbyists of the entity.

- (b) **Briefing Papers and Open Records.** Briefing papers prepared for the city council concerning any proposed discretionary contract to be considered for action shall reveal the information disclosed in compliance with Subsections (a) ~~and (b)~~, and that information shall constitute an open record available to the public. Such briefing papers shall become a public record when the proposed contract is included on a posted agenda for a city council meeting.

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SECTION 3. DISCLOSURE OF ASSOCIATION WITH CITY OFFICIAL OR EMPLOYEE

- (a) **Disclosure During Appearances.** A Person appearing before a city board or other city body shall disclose to it any known facts which, reasonably understood, raise a question as to whether any member of the board or body would violate Section 1 of Part B (Improper Economic Benefit) by participating in official action relating to a matter pending before the board or body.

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- (b) **Disclosures in Proposals.** Any individual or business entity seeking a discretionary contract with the city shall disclose, on a form provided by the city, any known facts which, reasonably understood, raise a question as to whether any city official would violate Section 1 of Part B (Improper Economic Benefit) by participating in official action relating to the discretionary contract.

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- (c) **Definition.** For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

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SECTION 4. DISCLOSURE OF BENEFIT TO CITY OFFICIAL OR EMPLOYEE

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any city official or employee that is distinguishable from the effect that the action will have members of the public in general or a substantial segment thereof, he or she shall disclose that fact in a signed writing to the city official, employee, or body that has been requested to act in the matter, unless the interest of the city official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary.

PART E. MEMBERS OF THE PUBLIC AND OTHERS

~~Part E (Members of the Public and Others) applies to current and former city officials and employees, persons doing business with the city, and lobbyists, as well as to members of the public and any other person (including business entities and nonprofit entities).~~

SECTION 1. FORMS OF RESPONSIBILITY

No person shall intentionally or knowingly induce, attempt to induce, conspire with, aid or assist, or attempt to aid or assist another person to engage in conduct violative of the obligations imposed by

Part B (Present City Officials and Employees), C (Former City Officials and Employees), or D (Persons Doing Business with the City) of this ethics code.

PART F. FINANCIAL DISCLOSURE

SECTION 1. FINANCIAL DISCLOSURE REPORT

(a) Persons Required to File Disclosure Form.

~~(1) (1)~~ **City Officials and Designated City Employees.** No later than thirty (30) after accepting appointment or assuming the duties of office, and annually thereafter, the city officials defined in this Section 2 of Part A (Definitions), are required to file with the City Secretary a complete sworn financial disclosure report. However, the only board members required to file this report are:

Planning & Zoning Commission
Board of Adjustments
City Council

(2) **Candidates for City Council.** A non-incumbent candidate for a place on the City Council shall file a sworn financial disclosure report with the City Secretary containing all information required by Subsections (a) through (m) of Section 2 of Part F (Contents of Financial Disclosure Reports) ~~Part F (Contents of Financial Disclosure Reports)~~ this Section within fifteen (15) days from the date of filing as a candidate.

(b) **Open Records.** Financial disclosure reports are open records subject to the Texas Open Records Act, and shall be maintained in accordance with the Local Government Records Act.

(c) **Annual Filing Date.** Annual financial disclosure reports filed by ~~City officials who are City employees and by~~ City employees who are required to report must be received by the City Secretary by 4:30 p.m. on the 31st day of January. Annual financial disclosure reports filed by the City officials who are not City employees and who are required to report must be received by the City Secretary by 4:30 p.m. on the 1st day of March. When the deadline falls on a Saturday or Sunday, or on an official city holiday as established by the City Council, the deadline for receipt by the City Secretary is extended to 4:30 p.m. of the next day which is not a Saturday or Sunday or official city holiday. The City Secretary shall grant an extension of time in which to file a report upon written request submitted in advance of the deadline. The extension shall ~~may~~ not exceed fifteen (15) days.

Unforeseen Circumstances. In the event of an unforeseen circumstance, including, but not limited to military service abroad or acute illness, the deadline for receipt by the City Secretary is extended until such time as the city official or employee resumes his city duties.

(d) **Reporting Periods.** Each initial or annual financial disclosure filed by an individual ~~designated in Section 1(a)(1) of Part F (Financial Disclosure Report)~~, and each report filed by a candidate for City Council, shall disclose information relating to the prior calendar

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year, as well as any material changes in that information which occurred between the end of the prior calendar year and the date filing.

(e) **City Secretary.** The City Secretary shall:

- (1) prior to January 15 of each year, notify city officials and employees specified in Subsection (a)(1) of their obligation to file financial disclosure reports and those forms to be completed;
- (2) provide forms to all new City Council appointees and those filing for elective office, and advise them of reporting requirements and deadlines;
- (3) provide guidance and assistance on the reporting requirements for persons required to file financial disclosure reports and develop common standards, rules, and procedures for compliance with Part F (~~Financial Disclosure~~);
- (4) review reports for completeness and timelines;
- (5) maintain filing, coding, and cross-indexing systems to carry out the purpose of Part F (~~Financial Disclosure~~), including
 - (A) a publicly available list of all persons required to file; and
 - (B) computerized systems designed to minimize the burden of filing and maximize public access to materials filed under Part F (~~Financial Disclosure~~);
- (6) make available for public inspection and copying at reasonable times the reports filed under Part F (~~Financial Disclosure~~);
- (7) upon determining that such appointee who is required to file a financial disclosure report has failed to do so or has filed incomplete or unresponsive information, notify the individual by certified mail that failure to file or correct the filing within fifteen (15) days after the original deadline constitutes an automatic resignation. At the same time, the City Secretary shall publicly announce to the City council the names of those who have not filed and to whom this notification is being sent. If such an appointee fails to file a completed report within fifteen (15) days from the original deadline, the position shall be considered vacant, and a new appointment shall be made by the City Council; and
- (8) upon determining that the Mayor, a member of City Council, a candidate for City Council, the City Manager, or a Municipal Court Judge or Magistrate has failed to timely file a financial disclosure report, or has filed incomplete or unresponsive information, notify the individual by certified mail that failure to file or correct the filing with fifteen (15) days after the original deadline will result in the matter being forwarded to the Ethics Commission (~~Board~~). If the person in question fails to file a completed report within fifteen days of the original deadline, a report of non-compliance shall be forwarded to the Ethic Commission (~~Board~~) for appropriate action.
- (9) upon determining that a person other than as provided in subsections (7) or (8) above, has failed to timely file a financial disclosure report, or has filed incomplete or unresponsive information, notify the individual by certified mail that failure to file or correct the filing within fifteen (15) days after the original deadline will result in the matter being forwarded to the City Manager. If the person in question fails to file a completed report within fifteen (15) days of the original deadline, a report of non-compliance shall be forwarded to the City Manager for appropriate action.

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The failure of the City Secretary to provide any notification required by this Section does not bar appropriate remedial action, but may be considered on the issue of culpability.

- (f) **Exception.** A city official who is a member of a board or commission created pursuant to federal or state law, may only be removed for failing to file a financial disclosure form if allowed under federal or state law.

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SECTION 2. CONTENTS OF FINANCIAL DISCLOSURE REPORTS

Each initial or annual financial disclosure report shall disclose, on a form provided by the city, the following information:

- (a) the reporting party's name;
- (b) the name of any person related as parent, child, (except a child who is a minor), or spouse to the reporting party;
- (c) the name of any member of the reporting party's household not disclosed under Subsection (b) of this rule;
- (d) the name of any employer of any person disclosed under Subsection (a) or (b) of this rule;
- (e) the name of any business entity (including self employment in the form of a sole proprietorship under a personal or assumed name) in which the reporting party or his or her spouse holds an economic interests;
- (f) the name of any business which the reporting party knows is a partner, or a parent or subsidiary business entity, of a business entity owned, operated or managed by the reporting party or his or her spouse;
- (g) the name of any person or business entity from whom the reporting party or his or her spouse, directly or indirectly;
- (1) has received and not rejected an unsolicited offer of subsequent employment or
- (2) has accepted an offer of subsequent employment which is binding or expected by the parties to be carried out;
- (h) the name of each nonprofit entity or business entity in which the reporting party serves as an officer or director, or in any other policy making position;
- (i) the name of each business entity which has sought city business, has a current city contract or anticipates seeking city business in which any individual listed in Subsection (a) or (b) is known to directly or indirectly own:
- (1) one (1) percent or more of the capital seekstock of a corporation, or
- (2) ten (10) percent or more of the voting stock or shares of the business entity, or
- (3) ten (10) percent or more of the fair market value of the business entity;

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- (j) the name of any business entity of which any individual or entity disclosed under Subsection 2(a) or (2)(i) is known to be:
- (1) a subcontractor on a city contract;
 - (2) a partner; or
 - (3) a parent or subsidiary business entity.
- (k) the name of each source of income, other than dividends or interest, amounting to more than five thousand dollars (\$5000) received during the reporting period by the reporting party or his or her spouse, unless that source has been disclosed under Subsections (a) through (j) of this rule;
- (l) the identification by street address, or legal or lot-and-block description, of all real property located in Hays County, Texas in which the reporting party or his or her spouse has a leasehold interest, a contractual right to purchase, or an interest as: fee simple owner; beneficial owner; partnership owner; joint owner with an individual or corporation; or owner of more than twenty-five (25) percent of a corporation that has title to real property. There is no requirement to list any property;
- (1) used as a personal residence of a peace officer;
 - (2) over which the reporting party has no decision power concerning acquisitions or sale; or
 - (3) held through a real estate investment trust, mutual fund, or similar entity, unless the reporting party or his or her spouse participates in the management thereof.;
- (m) the name of persons or entities to whom the reporting party or spouse owes an unsecured debt of more than five thousand dollars (\$5,000.00), other than debts for:
- (1) money borrowed from a family member from his or her own resources; and
 - (2) revolving charge accounts.
- (n) the name of each person, business entity, or other organization from whom the reporting party, or his or her spouse, received a gift with an estimated fair market value in excess of ~~one hundred fifty~~ dollars (~~\$1050~~) during the reporting period and the estimated fair market value of each gift. Excluded from this requirement are:
- (1) lawful campaign contributions which are reported as required by state statute;
 - (2) gifts received from family members within the second degree of affinity or consanguinity;
 - (3) gifts received among and between fellow city employees and officials; and
 - (4) admission to events in which the reporting party participated in connection with official duties

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SECTION 3. SHORT FORM ANNUAL REPORT

A person who is required to file an annual financial disclosure report may fulfill his or her filing obligations by submitting a short sworn statement on a form provided by the city, if there have been few or no changes in the information disclosed by that person in a complete financial disclosure report filed within the past five (5) years. The short statement shall indicate the date of the person's

most recently filed complete financial disclosure report and shall state that there have been no material changes in that information or shall list any material changes that have occurred.

SECTION 4. TRAVEL REPORTING REQUIREMENTS

- (a) Any persons listed in Subsection (b) who, in connection with his or her official duties, accepts a trip or excursion involving the gratuitous provision of transportation, accommodations, entertainment, meals, or refreshments paid for by a person or entity other than a public agency must file with the City Secretary, before embarking on the travel, a disclosure statement identifying:
- (1) the name of the sponsor;
 - (2) the places to be visited; and
 - (3) the purpose and dates of the travel.
- (b) The following persons are required to report under this Section: the Mayor, members of the City Council, Municipal Court Judges and Magistrates, City ~~Manger~~Manager, ~~Deputy City Manger~~, City Secretary, ~~Assistant City Secretary~~, Assistant City Mangers, ~~Assistants to the City Manger~~, and all department heads. Acceptance of a trip or excursion by an individual listed above other than the Mayor or a member of the City Council must receive prior written approval of the City Manager.

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SECTION 5. ITEMS RECEIVED ON BEHALF OF THE CITY

A city official or employee who accepts any item by way of gift valued over \$~~100~~50.00 or loan on behalf of the city must promptly report that fact to the City Manager, who shall have the item appropriately inventoried as city property.

SECTION 6. — OTHER PERSONS REQUIRED TO REPORT GIFTS

~~In addition to the gift reporting requirements imposed by the financial disclosure rules stated in Section 2(n) of Part F (Contents of Financial Disclosure Reports), other city employees specified on a list compiled annually by the City Manager or the person(s) responsible for the human resource functions of the city and submitted to the City Secretary, and contract administrative assistants to members of City Council are also required during the previous year with a cumulative value of over one hundred dollars (\$100.00). Excluded from this requirement are gifts received from family members within the second degree of affinity or consanguinity and gifts among and between city employees and city officials.~~

SECTION 7. — VIOLATION OF REPORTING REQUIREMENTS

Failure to timely file a report required by the rule stated in Part F (~~Financial Disclosure~~) is a violation hereof, as is the knowingly filing of a report with incorrect or incomplete report, it ~~still being is~~ his or her responsibility to file an amended report as soon as possible.

PART G. ETHICS COMMISSION (BOARD)

SECTION 1. DEFINITIONS

As used in Part G (Ethics Commission ~~(Board)~~), the term "ethics laws" include this code of ethics, Article 12 of the City Charter, and Section 171 of the Texas Local Government Code. The term "ethical violation" include violations of any of those enactments. Other terms used in Part G (Ethics Commission ~~(Board)~~) are defined in Section 2 of Part A (Definitions).

SECTION 2. STRUCTURE OF THE ETHICS COMMISSION ~~(BOARD)~~

- (a) **Establishment.** There is hereby established an Ethics Commission ~~(Board)~~, which shall have the powers and duties specified in Part G (Ethics Commission ~~(Board)~~)
- (b) **Composition.** The Ethics Commission ~~(Board)~~ shall consist of seven (7) members. The Mayor and each member of the City Council shall nominate one member of the Board Commission. Each nominee must be confirmed by a majority of City Council members. ~~Nomination and confirmation of Board members shall be conducted at separate open meetings of the City Council.~~
- (c) **Terms of Office.** Board Commission members shall be appointed to three-year terms. Initial appointments shall be made that terms are staggered and run concurrent with council members' terms who are entitled to make appointments to the seat. No member shall ~~serve~~ for more than three three-year terms.
- (d) **Qualifications.** Members of the Board Commission shall have good moral character and shall be residents of the city. No member of the Board Commission shall be:
- (1) a salaried city official or employee;
 - (2) an elected public official;
 - (3) a candidate for elected public office; or
 - (4) an officer of a political party;
- (e) **Removal.** Members of the Ethics Commission ~~(Board)~~ may be removed from office for cause by a majority of the City Council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include: failure to satisfy, or to continue to satisfy, the qualifications set forth in Subsection (d); substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision in the code of ethics.
- (f) **Vacancies.** A vacancy shall be filled by a person who will serve for the remainder of the unexpired term. The appointment shall be made by the member of City Council who is entitled to make appointments to the seat that was vacated, and must be confirmed by a majority of the City Council.
- (g) **Recusal.** A member of the Ethics Commission ~~(Board)~~ shall recuse himself or herself from any case in which, because of familial relationship, employment, investments, or otherwise, his or her impartiality might reasonably be questioned. A Board Commission member may not participate in official action on any complaint:
- (1) that the member initiated;
 - (2) that involves the member of City Council who nominated him or her for a seat on

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- the Ethics Commission ~~(Board)~~; or
- (3) during the pendency of an indictment or information charging the member with an offense, or after a finding of guilt of such an offense.

~~If the number of Board members who are recused from a case is so large that an Ethics Panel cannot be constitute, as provided for in Section 6 of Part G (Ethics Panel), the Mayor shall nominate a sufficient number of ad hoc members so that the case can be heard. Ad hoc members of the Ethics Commission (Board) must be confirmed by a majority vote of the City Council and serve only for the case in question.~~

- (h) **Chair and Vice-Chair.** Each year, the Board shall meet and elect a chair and a vice-chair from among its members, who will serve one-year terms and may be re-elected. The chair or a majority of the ~~Board~~ Commission may call a meeting of the ~~Board~~ Commission. The chair shall preside at meetings of the Ethics Commission ~~(Board)~~ and perform other administrative duties. The vice-chair shall assume the duties of the chair in the event of a vacancy in that position or absence of the chair.
- (i) **Reimbursement.** The members of the Ethics Commission ~~(Board)~~ shall not be compensated but shall be reimbursed for reasonable expenses incurred in the performance of their official duties.

SECTION 3. JURISDICTION AND POWERS

- (a) **Jurisdiction.** If a complaint is filed pursuant to Section 4 of Part G (Complaints) within two (2) years of the date of an alleged violation of the ethics laws, the Ethics Commission ~~(Board)~~ shall have jurisdiction to investigate and make findings and recommendations concerning:
- (1) any alleged violation of this code of ethics or Article 12 of the City Charter by any person subject to those provisions, including, but not limited to current city officials and employees, former city officials and employees, and persons doing business with the city, ~~and persons required to register as lobbyists;~~ or
- (2) any alleged violation by a Kyle city official of Section 171 of the Texas Local Government Code, the state conflict-of-interest law applicable to certain local public officials.

The Board shall not consider any alleged violation that occurred more than two (2) years prior to the date of the filing of the complaint.

- (b) **Termination of City Official's or Employee's Duties.** The termination of a city official's or employee's duties does not affect the jurisdiction of the Ethics Commission ~~(Board)~~ with respect to alleged violations occurring prior to the termination of official duties.
- (c) **Powers.** The Ethics Commission ~~(Board)~~ has power:
- (1) to establish, amend, and rescind rules and procedures governing its own internal organization and operations, ~~consistent with Part G (Ethics Commission (Board) of this code;~~
- (2) to meet as often as necessary to fulfill its responsibilities;
- (3) to ~~designate Ethics Panels with the power to~~ render decisions on complaints or issue

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- advisory opinions ~~on behalf of the Board;~~
- (4) to request from the City ~~m~~Manager through the City Council the appointment or allocation of such staff as are necessary to carry out its duties;
 - (5) to review, index, maintain on file, and dispose of sworn complaints;
 - (6) to make notifications, extend deadlines, and conduct investigations both on complaint and as a result of an issue raised out of said complaint;
 - (7) to render, index, and maintain on file advisory opinions;
 - (8) to provide assistance to the Ethics Compliance Officer of the city in the training and education of city officials and employees with respect to their ethical responsibilities;
 - (9) to prepare ~~a an annual~~ report, ~~as needed, and~~ to recommend to the Mayor and City Council needed changes in ethical standards or procedures; and
 - (10) to take such other action as is necessary to perform its duties under Part G (~~Ethics Commission (Board)~~) of this ethics code.

SECTION 4. COMPLAINTS

- (a) **Filing.** Any person (including a member of the Ethics Commission ~~(Board) or its staff,~~ acting personally or on behalf of the ~~Board~~Commission who believes that there has been a violation of the ethics laws may file a sworn complaint with the City Secretary.

A complaint filed in good faith is qualifiedly privileged. A person who knowingly makes a false statement in a complaint, or in proceedings before the Ethics Commission ~~(Board)~~, is subject to criminal prosecution for perjury ~~[see Part H, Section 4 (Prosecution for Perjury)]~~ or civil liability for the tort of abuse of process.

- (b) **Form.** A complaint filed under this section must be in writing and under oath and must set forth in simple, concise, and direct statements:

- (1) the name of the complainants;
- (2) the street or mailing address and the telephone number of the complainant;
- (3) the name of each person complained about;
- (4) the position or title of each person complained about;
- (5) the nature of the alleged violation, including, if possible, the specific rule or provision of law alleged to have been violated;
- (6) a statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
- (7) all documents or other material relevant to the allegation and available to the complainant but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material relevant to the allegation but unavailable to the complainant, including the location of the documents, if known.

The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of the Ethics Code. If the complaint is ~~basebased~~ on information and belief, the complaint shall state the source and basis of the information and belief. The complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of

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perjury.

The complaint must state on its face an allegation that, if true, constitutes a violation of a rule adopted by or a law administered and enforced by the Board.

(c) **Frivolous Complaint.**

- (1) For purposes of this section, a "frivolous complaint" is a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
- (2) By a vote of at least two-thirds of those present, the Board Commission may order a complainant to show cause why the Board Commission should not determine that the complaint filed by the complainant is a frivolous complaint.
- (3) In deciding if a complaint is frivolous, the Board Commission will be guided by the Texas Rules of Civil Procedure, Rule 13, and interpretations of that rule, and may also consider:
 - (A) the timing of the sworn complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;
 - (B) the nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the Board Commission;
 - (C) the existence and nature of any relationship between the respondent and the complainant before the complaint was filed;
 - (D) if respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
 - (E) any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and
 - (F) any evidence of the complainant's motives in filing the complaint.
- (4) Notice of an order to show cause shall be given to the complainant, with a copy to the respondent, and shall include:
 - (A) an explanation of why the complaint appears to be frivolous; and
 - (B) the date, time, and place of the hearing to be held under this section.
- (5) Before making a determination that a sworn complaint is a frivolous complaint, the Board Commission shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.
- (6) By a record vote of at least two-thirds of those present after the hearing under subsection (5) of this section, the Board Commission may determine that a complainant filed a frivolous complaint and may recommend sanctions against that complainant.

(d) **Sanctions.**

- (1) Before recommending a sanction for filing a frivolous complaint, the Board Commission shall consider the following factors:
 - (A) the seriousness of the violation, including the nature, circumstance,

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- (B) consequences, extent, and gravity of the violation;
- (B) the sanction necessary to deter future violations; and
- (C) any other matters that justice may require.
- (2) The ~~Board~~ Commission may recommend the following sanctions:
 - (A) a civil penalty of not more than \$500;
 - (B) prosecution for perjury; or
 - (C) any other sanction permitted by law.
- (3) The ~~Board~~ may Commission may notify the appropriate regulatory or supervisory agency for their appropriate action.

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(e) Confidentiality. No city official or employee shall reveal information relating to the filing or processing of a complaint except as required for the performance of official duties.

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(1) ~~All papers and evidence related to a pending complaint are confidential during the time~~ any investigation is being conducted by the Ethics Compliance Officer or the Commission. If the investigation is completed and a complaint is included as an agenda item to be considered in an open meeting of the Ethics Commission, the papers and evidence become public documents when the related agenda item is opened for discussion by the Ethics Commission.

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(2) If an investigation is closed and no complaint is filed, all related papers and evidence become public information when the investigation is closed; provided the Commission may reopen any investigation previously closed by the Ethics Compliance Officer.

(3) If the Ethics Commission decides to investigate any allegation or complaint, the papers, evidence and documents compiled thereafter with respect to the investigation shall be and remain confidential until such time as the Ethics Commission concludes the investigation.

(4) With the exception of an executive session held by the Ethics Commission with respect to an item being investigated by the Ethics Commission, all meetings of the Ethics Commission shall be posted and held as open meetings in compliance with the Open Meetings Act.

(5) When any complaint is included as an agenda item to be considered in an open meeting of the Ethics Commission, the complaint and all related papers and evidence become public documents when the related agenda item is opened for discussion by the Ethics Commission.

(f) **Notification.** A copy of a complaint shall be promptly forwarded by the City Secretary to the Ethics Compliance Officer and to the respondent(s), even if the complaint fails to meet the filing requirements of Part G, Section 4(b) (~~Form~~) above. A complainant that is not sworn as required by Part G, Section 4(b), shall not be forwarded by the City Secretary to the Ethics Compliance Officer, but shall be returned to the complainant. The respondent(s) shall also be provided with a copy of the ethics rules and shall be informed:

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- (1) that, within fourteen (14) days of receipt of the complaint, he or she may file a sworn response with the City Secretary;
- (2) that failure to file a response does not preclude the Ethics Commission (~~Board~~) from

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- adjudicating the complaint;
- (3) that a copy of any response filed by the respondent(s) will be provided by the City Secretary to the complainant, who may, within seven(7) days of receipt, respond by ~~sworn~~ writing filed with the City Secretary, a copy of which shall be provided by the City Secretary to the respondent(s);
- (4) that the respondent(s) may request a hearing; and;
- (5) that city officials and employees have a duty to cooperate with the Ethics Commission ~~(Board)~~, pursuant to Section 6(e) of Part G, ~~(Ethics Panels~~Commission Process~~)~~.

- (g) **Assistance.** The City Secretary shall provide information to persons who inquire about the process for filing a complaint.

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SECTION 5. ETHICS COMPLIANCE OFFICER

- (a) **City Attorney's Office.** The City Attorney or an ~~Assistant City Attorney~~ ~~attorney~~ designated by the City Attorney shall serve as the Ethics Compliance Officer for the city. The Ethics Compliance Officer shall:

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- (1) receive and promptly transmit to the Ethics Commission ~~(Board)~~ complaints and responses filed with the City Secretary;
- (2) investigate, marshal, and present to the Ethics Commission ~~(Board)~~ the evidence bearing upon a complaint;
- (3) act as legal counsel to the Ethics Commission ~~(Board)~~;
- (4) issue advisory opinions to city officials and employees about the requirements imposed by the ethics laws; ~~and~~
- (5) ~~work with the City Secretary in be responsible for~~ the training and education of city officials and employee with respect to their ethical responsibilities;
- (6) review complaints for legal sufficiency;
- (7) recommend acceptance or rejection of complaint with 60 days of date made to the Ethics Commission (Board); and
- (8) request additional information from complainant as needed.

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~~At least once each year, the Ethics Compliance Officer shall cause to be distributed to each city official and employee a notice setting forth the duties of the Ethics Commission (Board) and the procedures for filing complaints. The Ethics Compliance Officer shall also ensure that such notices are posted.~~

- (b) **Outside Independent Counsel.** An independent outside attorney, ~~who does not otherwise represent the city,~~ shall be appointed at the recommendation of the City Attorney, to serve as the Ethics Compliance Officer for a particular case:

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- (1) when a complaint is filed relating to an alleged violation of the ethics laws by:
 - (A) the Mayor or a member of the City Council, or
 - (B) ~~the City Manager~~ ~~city employee who is department head or of higher rank;~~
- (2) when the Ethics Commission ~~(Board)~~, at the recommendation of the City Attorney,

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- (3) requests such an appointment; or
when requested by the City Attorney.

An independent outside attorney who is appointed has the same duties and authority as the Ethics Compliance Officer under Section 5(a)(1), 5(a)(2), 5(a)(3), 5(a)(6), 5(a)(7), and 5(a)(8) of Part G (Ethics Compliance Officer).

- (c) **Exculpatory Evidence.** The Ethics Compliance Officer shall disclose to the Ethics ~~Panel~~ Commission and provide to the person charged with violating the ethics law evidence known to the Ethics Compliance Officer tending to negate guilt or mitigate the seriousness of the offense.

SECTION 6. ETHICS ~~PANELS~~ COMMISSION PROCESS

- (a) ~~Assignment to an Ethics Panel~~ Commission Review. A complaint is received by the Ethics Commission ~~who (Board) from the Ethics Compliance Officer shall be promptly assigned to an Ethics Panel consisting of three (3) or more members of the Board, who~~ shall have full power to investigate and dispose of the complaint. ~~Each Ethics Panel shall be constituted according to procedures established by the Board. Any member of an assigned Ethics Panel who recuses himself or herself shall be replaced by another member of the Board according to established procedures if that is necessary to ensure that the Panel has at least three (3) members. The identity of the members of the Ethics Panel Commission shall be revealed made public to~~ The person charged in the complaint ~~who,~~ for good cause, may request the recusal of any member of the ~~panel~~ Commission. ~~Unless the Commission votes and directs otherwise, all complaints and matters coming before the Commission shall be automatically assigned to the Ethics Commission as an Ethics Panel of the entire Commission.~~

- (b) **Notice of Charges.** The Ethics ~~Panel~~ Commission shall consider whether the facts of the case establish a violation of any provision in the ethics laws, regardless of which provisions, if any, were identified in the complaint as having been allegedly violated. However, before the Ethics ~~Commission~~ Panel may find that a violation of a particular rule, the respondent must be on notice ~~that compliance with that~~ which rule(s) is in issue and must have an opportunity to respond. Notice is conclusively established: if the ~~compliant complainant~~ alleged that the rule was violated; if compliance with the rule is raised by the member of the ~~Commission~~ Board or the Ethics Compliance Officer as a disputed issue at a hearing before the Ethics ~~Commission~~ Panel; or if the ~~Board or Commissioner~~ the Ethics Compliance Officer provides the respondent with written notice of the alleged violation and a fourteen (14) day period within which to respond in writing to the charge.

- (c) **Scheduling of a Hearing.** Regardless of whether the complainant or the respondent requests a hearing, the Ethics ~~Commission~~ Panel has discretion to decide whether to hold a hearing.

- (d) **Ex Parte Communications.** It is a violation of this code:

- (1) for the complainant, the respondent, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in ex parte communication about the subject matter of a complaint with a member of the ~~Ethics Panel, any other member~~

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- ~~of the~~ Ethics Commission (~~Board~~), or any known witness to the complaint; or
- (2) for a member of ~~an Ethics Panel or any other member of~~ the Ethics Commission (~~Board~~) to:
- (A) knowingly entertain an ex parte communication prohibited by Subsection (1) of this rule; or
- (B) communicate directly or indirectly with any person, other than a member of the Ethics Commission (~~Board~~), its staff, or the Ethics Compliance Officer, about any issue of fact or law relating to the complaint.
- (e) **Duty to Cooperate.** All city officials and employees shall cooperate with the Ethics Commission (~~Board~~) and shall supply requested testimony or evidence to assist it in carrying out its charge. Failure to abide by the obligations imposed by this Subsection is a violation of this code of ethics.

SECTION 7. HEARINGS

At any hearing held by ~~the~~ Ethics ~~Panel during~~ Commission during the investigation or disposition of a complaint, the following rules apply:

- (a) **General Rules.** ~~At least three (3) members of the Ethics Panel~~ A quorum of the Commission must be present for the hearing. Any member of the Ethics ~~Panel who~~ Commission who is not present ~~ceases to be a member of the Ethics Panel and~~ may not participate in the disposition of the case. All witnesses must be sworn and all questioning of witnesses shall be conducted by the members of the Ethics ~~Commission~~ Panel or the Ethics Compliance Officer. The Ethics ~~Panel may~~ Commission may establish time limits and other rules relating to the participation of any person in the hearing. No person may be held to have violated the ethics laws unless a majority of the Ethics ~~Commissioners present~~ Panel so finds by a preponderance of the evidence.
- (b) **Evidence.** The Ethics ~~Panel shall~~ Commission shall rely on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs. The Ethics ~~Commission panel~~ shall further abide by the following:
- (1) The ~~Commission~~ Panel shall hear evidence relevant to the allegations; and
- (2) The ~~Commission~~ Panel shall not consider hearsay unless it finds the nature of the information is reliable and useful.
- (c) **The Person Charged.** The person charged in the complaint has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the person charged in the complaint may advise that person during the course of the hearing, but may not speak on his or her behalf, except with the permission of the Ethics ~~Commission~~ Panel. The time permitted for presentation will be at the discretion of the Board.
- (d) **The Complainant.** The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the complainant may advise the complainant during the course of the hearing,

but may not speak on behalf of the complainant, except with the permission of the Ethics Panel. Witnesses may not be presented by the complainant, except with the permission of the Ethics Panel.

SECTION 8. DISPOSITION

(a) **Written Opinion.** The Ethics CommissionPanel shall issue a decision within ninety (90) days after the filing of a complaint. The Ethics CommissionPanel shall state in a written opinion its finding of fact and conclusions of law. The written opinion shall either:

- (1) dismiss the complaint; or
- (2) upon finding that there has been a violation of the ethics laws:

(A) A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the violation was made in reliance on a written opinion of the city attorney. A letter of notification shall advise the person to whom it is directed of any steps to be taken to avoid future violations.

(B) A letter of admonition shall be the appropriate sanction in those cases in which the Commission finds that the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.

(C) A reprimand shall be the appropriate sanction when the Commission finds that a violation has been committed intentionally or through disregard of this ordinance. A copy of a reprimand directed to an employee, city official, council member, or board or commission member shall be sent to the City Manager and City Council. A reprimand directed to an employee shall be included in the employee's personnel file. A letter of reprimand directed to an elected city official shall be transmitted to the city secretary and published in the official City newspaper.

(D) A recommendation of removal from employment or a recommendation of suspension from employment, as well as a recommendation for length of suspension, shall be the appropriate sanction when the Commission finds that a serious or repeated violation(s) of this ordinance has been committed intentionally or through culpable disregard of this ordinance by city employees. Any such recommendation shall be made to the City Manager, unless the city official or employee is in a position filled by Council appointment.

(E) A letter of censure shall be the appropriate sanction when the Commission finds that a serious or repeated violation(s) of this ordinance has been committed intentionally or through culpable disregard of this ordinance by an elected city official. A letter of censure directed to an elected city official shall be transmitted to the City Secretary and thereafter published in the official newspaper of the City.

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(F) ~~A recommendation of~~ criminal prosecution and/or civil remedies, in accordance with this Rule;

(G) ~~A finding of a violation but no remedial action. Commission must~~ state why no remedial action is recommended; or

(H) In appropriate cases the Commission may recommend to the City Council or City Manager that action be taken under subsections (c) and (f) below.

If the Ethics ~~Commission Panel~~ determines that a violation has occurred, the opinion shall identify in writing the particular rule or rules violated. If the complaint is dismissed, the grounds for the dismissal shall be set forth in the opinion. The failure of the Ethics ~~Commission Panel~~ to comply within the above time limits may result in the charge being dismissed for want of prosecution. ~~The Commission may notify the parties that additional time is needed to finalize an opinion and may extend the issuance of a decision by an additional thirty (30) days.~~ Prior to such dismissal, the complainant will be given notice and an opportunity to request continuance of the action.

(b) **Notification.** Copies of the opinion shall be forwarded to the complainant, the person charged in the complaint, the Ethics Compliance Officer, and any member of the Ethics Commission (~~Board~~) who did not participate in the disposition of the case. A copy of the opinion shall also be forwarded to the City Secretary, who shall make it available as authorized by law.

(c) **Recommendations.** A recommendation for criminal prosecution shall be forwarded to the ~~District Attorney's Office or an~~ appropriate law enforcement agency. A recommendation of civil remedies shall be forwarded through the Ethics Compliance Officer to the City Council for action.

(d) **Similar Charges Barred.** If the complainant is dismissed because the evidence failed to establish a violation of the ethics laws, the Ethics Commission (~~Board~~) shall not entertain any other similar complaint based on substantially the same evidence.

(e) **Factors Relevant to Sanctions.** In deciding whether to recommend, in the case of a violation of the ethics law, criminal prosecution and/or civil remedies, the Ethics ~~Commission Panel~~ shall take into account relevant considerations, including, but not limited to, the following:

- (1) the culpability of the person charged in the complaint;
- (2) the harm to public or private interests resulting from the violation;
- (3) the necessity of preserving public confidence in the conduct of local government;
- (4) whether there is evidence of a pattern of disregard for ethical obligations; and
- (5) whether remedial action has been taken that will mitigate the adverse effect of the ethical violation.

(f) **Civil Remedies.** The Following civil remedies may be recommended by an Ethics Panel which finds that the ethics laws have been violated:

- (1) review of the case by the City Manager, or his or her designate, for disciplinary action;

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- (2) a suit by the city for damages or injunctive relief in accordance with Section 2 of Part ~~II (Damages and Injunctive Relief)~~;
- (3) ~~recommendation of~~ disqualification from contracting in accordance with Section 6 of Part H (~~Disqualification from Contracting~~);
- (4) voiding of a contract in accordance with Section 5 of Part H (~~Voiding or Ratification of Contract~~); and
- (5) a fine in accordance with Section 3 of Part H (~~Civil Fine~~).

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- (g) **Criminal Prosecution.** ~~The An~~ Ethics ~~Commission~~Panel may recommend to the ~~District Attorney's Office or~~ appropriate law enforcement agency criminal prosecution ~~under Section 4 of Part H (prosecution for Perjury) or under Section 171 of the Texas Local Government Law.~~ Prosecution of any person by the City Attorney for a violation of this ethics code shall not be undertaken until a complaint is disposed of in accordance with Section 8. However, the absence of a recommendation to prosecute from an Ethics Panel to the City Attorney shall not preclude the City Attorney from exercising his or her prosecutorial discretion to prosecute a violation of this ethics code.

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- (h) **Council Action.** If the City Council receives a recommendation pursuant to Subsection (a)(D), or Subsection (f) above, the City Council shall dispose of a recommendation from the Ethics Commission (~~Board~~) within ninety (90) days of receiving such recommendation. The recommendation(s) of the Ethics Commission (~~Board~~) may be accepted, rejected, modified, or recommitted to said Board for further action or clarification. Failure to take action within specified time limits may result in the charge being dismissed for want of prosecution. Prior to such dismissal, the complainant will be given notice and an opportunity to request continuance of the action.

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SECTION 9. PETITION FOR DECLARATORY RULING

Any city official or employee against whom public allegations of ethics violations have been made in the media or elsewhere shall have the right to file a sworn statement with the City Secretary affirming his or her innocence, and to request the Ethics Commission (Board) to investigate and make known its findings, and make any relevant recommendations concerning the issue.

SECTION 10. ADVISORY OPINIONS

(a) Opinions by Ethics Commission

(1) Requests by Persons Other Than Officials and Employees.

- (A) By writing filed with the City Secretary, any person other than a city official or employee may request an advisory opinion with respect to the interpretation of the ethics laws, but only with respect to whether proposed action by that person would violate the ethics laws. The City Secretary shall promptly transmit all requests for advisory opinions to the Ethics Compliance Officer and the chair of the Ethics Commission (~~Board~~). (City officials and employees may request advisory opinions from the City

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Attorney pursuant to Subsection (B)).

- (B) Within thirty (30) days of receipt by the chair of the Ethics Commission ~~(Board)~~ of a request for an advisory opinion the ~~Commission Board, acting en banc or through a designated Ethics Panel,~~ shall issue a written advisory opinion. During the preparation of the opinion, the Board may consult with the Ethics Compliance Officer of the city and other appropriate persons. An advisory opinion shall not reveal the name of the person who made the request, if that person requested anonymity, in which case the opinion shall be written in the form of a response to an anonymity, in which case the opinion shall be written in the form of a response to an anonymous, hypothetical fact situation. A copy of the opinion shall be indexed and kept by the Ethics Commission ~~(Board)~~, or the Ethics Compliance Officer, to the person who requested the opinion, to the members of the Ethics Commission ~~(Board)~~, and to the City Secretary. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Record Act. The Ethics Compliance Officer shall promptly post the opinion for a period of no less than five years on the Internet via the City of Kyle homepage.
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- (2) **Opinions Initiated by the Board.** On its own initiative, the Ethics Commission ~~(Board), acting as the fall board or through a designated Ethics Panel,~~ may issue a written advisory opinion with respect to the interpretation of the ethics laws as they apply to persons other than city officials and employees of such person or persons subject to the provisions of the ethics laws. Such an opinion may not include the name of any individual who may be affected by the opinion. A copy of any such opinion shall be indexed and kept by the Ethics Commission ~~(Board)~~ as part of its records for a period of not less than five (5) years. In addition, copies of the opinion shall be forwarded by the chair of the Ethics Commission ~~(Board)~~, or his or her designate, to the Ethics Compliance Officer and to the City Secretary. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act. The Ethics Compliance Officer shall promptly post the opinion for a period of no less than five years on the Internet via the City of Kyle homepage.
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- (3) **Reliance.** If a person reasonably and in good faith acts in reliance on an advisory opinion issued by the Ethics Commission (Board), that fact may be considered by ~~the an~~ Ethics ~~Commission~~Panel in adjudicating a complaint filed against that person, but does not by itself bar the finding of a violation.
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- (b) **Opinions Issued by the Ethics Compliance Officer.**
- (1) **Requests by City Officials and Employees.**
- (A) By writing filed with the Office of the City Attorney, any city official or employee may request an advisory opinion with respect to whether proposed action by that person would violate the ethics laws.
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- (B) Within thirty (30) days of receipt of the request by the Officer of the City Attorney, the Ethics Compliance Officer shall issue a written advisory

opinion. The advisory opinion shall not reveal the name of the person who made the request, if that person requested anonymity, in which case the opinion shall be written in the form of a response to an anonymous, hypothetical fact situation. Copies of the opinion shall be forwarded by the Ethics Compliance Officer to the members of the Ethics Commission (~~Board~~), to the person who requested the opinion, and to the City Secretary, and promptly posted by the Ethics Compliance Officer for a period of no less than five years on the Internet via the City of Kyle homepage. The City Secretary shall make the opinion available as a public record in accordance with the Local Government Records Act.

(2) **Reliance.**

- (A) A person who reasonably and in good faith acts in accordance with an advisory opinion issued by the Ethics Compliance Officer may not be found to have violated the ethics laws by engaging in conduct approved in the advisory opinion, provided that:
- (i) he or she requested the issuance of the opinion;
 - (ii) ~~the request for an opinion fairly and~~
 - (iii) less than five years elapsed between the date the opinion was issued and the date of the conduct in question.

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SECTION 11. ANNUAL REPORT

The Ethics Commission (~~Board~~) shall, at the request of the City Council, prepare and submit an ~~annual~~ report to the Mayor and City Council detailing the activities of the ~~Commission Board~~ during the prior year. The format for the report shall be designed to maximize public and private understanding to the ~~Commission Board~~'s operations, and shall include a summary of the content of ethics opinions issued by the ~~Commission Board~~ and a listing of current city lobbyists based on information gathered by the ~~Commission Board~~ from records on file with the City Secretary. The report may recommend changes to the text or administration of this code of ethics. The Ethics Compliance Officer of the city shall take reasonable steps to endure wide dissemination and availability of the ~~annual~~ report of the Ethics Commission (~~Board~~).

SECTION 12. PUBLIC RECORDS AND OPEN MEETINGS

Papers, records and evidence relating to an alleged violation or complaint pursuant to this Code of Ethics shall be and become public records as provided in Part G, Section 4, above. Meetings of the Commission shall be open to the public, except as provided in Part G, Section 4, above. However, information that is included in any such records that is made confidential and privileged by federal or state law shall be deleted from any such records before being made available to the public. The Commission may also convene into executive session for the purpose of hearing that part of any testimony or evidence that will include information made private, confidential or privileged information by federal or state law.

PART H. ENFORCEMENT MECHANISMS

This Code of Ethics has been enacted to further the purposes stated in Part A, Section 1, and to protect the City and the public from losses or increased costs incurred by the City that could result from violation of the standards provided in this Code of Ethics. It is the intent of the City Council

that this legislative enactment can and should be recognized by the courts as a proper basis for a civil cause of action by the City for damages or injunctive relief based upon a violation its provisions, and that such form of redress should be available in addition to any or penalty or remedy contained in this Code of Ethics or any other law. This Code of Ethics does not, however, create any claim or cause of action for or on behalf of any person, private party or legal entity other than the City. This Code of Ethics shall not be interpreted or construed as granting any cause of action to any third party, or the City waiving the defenses of sovereign immunity, qualified governmental immunity, or any other defense available to the City at law or in equity. In addition to other remedies provided by law, the following remedies are available with respect to violation of this code of ethics:

SECTION 1. DISCIPLINARY ACTION

City officials and employees who engage in conduct that violates this code may be notified, warned, reprimanded, suspended, or removed from office or employment by the appointing authority, or by a person or body authorized by law to impose such remedies. Disciplinary action under this Section may be imposed in addition to any other penalty or remedy contained in this code of ethics or any other law. If a violation is an elected official and the applicable facts warrant consideration of removal the City Council may order recall election for such an official [if allowed by the City Charter.](#)

SECTION 2. DAMAGES AND INJUNCTIVE RELIEF

This code of ethics has been enacted not only to further the purposes stated in Section 1 of Part A (Statement of Purpose), but to protect the City and any other person from any losses or increased costs incurred by the City or other person as a result of the violation of these provisions. It is the intent of the City that this legislative enactment can and should be recognized by a court as a proper basis for a civil cause of action for damages or injunctive relief based upon a violation of its provisions, and that such forms of redress should be available in addition to any other penalty or remedy contained in this code of ethics or any other law.

SECTION 3. ~~CIVIL FINE~~REMOVAL

Any person, whether or not an official or employee of the city, who violates any provision of this code of ethics ~~is (Financial Disclosure)~~ for which any required statement has not been filed, or for which a statement on file is incorrect, misleading, or incomplete, ~~has committed—constitutes~~ a separate offense ~~and may be removed from the Board or Commission they serve.~~

SECTION 4. PROSECUTION FOR PERJURY

Any Person who files a false sworn statement under Part F ~~(Financial Disclosure)~~ or Part G ~~(Ethics Commission (Board))~~ is subject to criminal prosecution for perjury under the laws of the State of Texas.

SECTION 5. VOIDING OR RATIFICATION OF CONTRACT

If an Ethics ~~Commission Panel~~ finds that there has been a violation of any provision in Section 1 through 9 of Part B ~~(Present City Officials and Employees)~~, Section 1 or 2 of Part C ~~(Former City Officials and Employee_s)~~, the City Council must vote on whether to ratify or void the contract.

Such action shall not affect the imposition of any penalty or remedy contained in this code of ethics or any other law.

SECTION 6. DISQUALIFICATION FROM CONTRACTING

- (a) Any person (including business entities and non-profit entities) who intentionally or knowingly violates any provision of Part D (Persons Doing Business with the City) may be prohibited by the City Council from entering into any contract with the city for a period not to exceed three (3) years.
- (b) It is a violation of this code of ethics:
- (1) for a person debarred from entering into a contract with the city to enter, or attempt to enter, into a contract with the city during the period of disqualification from contracting; or
 - (2) for a city official or employee to knowingly assist a violation of Subsection (b)(1) of this rule.
- (c) Nothing in this section shall be construed to prohibit any person from receiving a service or benefit, or from using a facility, which is generally available to the public, according to the same terms.
- (d) A business entity or nonprofit entity may be disqualified from contract based on the conduct of an employee or agent, if the conduct occurred within the scope of the employment agency.

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SECTION 7. FAILURE TO REPORT AND PENALTY

Any City official or employee who has knowledge that a violation of the Ethics Code has been committed and intentionally fails to report such violation as provided in Part B, Section 12 of this Code (~~Persons Required to Report; Time to Report~~) is subject to the penalties herein.

PART I. ADMINISTRATIVE PROVISIONS

SECTION 1. OTHER OBLIGATIONS

This code of ethics is cumulative of and supplemental to applicable state and federal laws and regulations. Compliance with the provisions of this code shall not excuse or relieve any persons from any obligation imposed by state or federal law regarding ethics, financial reporting, or any other issue addressed herein.

Even if a city official or employee is not prohibited from taking official action by this code of ethics, action may be prohibited by duly promulgated personnel rules, which may be more stringent.

SECTION 2. DISTRIBUTION AND TRAINING

- (a) ~~Prior to the effective date of this code of ethics, and periodically thereafter as appropriate,~~ The City Attorney or designated Ethics Compliance Officer shall provide information about the code to every official and employee of the city, and copies of the code shall be made

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readily available to city official, employees, and the public. Within thirty (30) days after entering upon the duties of his or her position, every new official or employee shall be furnished with ~~information about this~~ a copy of this code of ethics. The failure of any person to receive a copy of this code shall have no effect on the person's duty to comply with this code or on the enforcement of its provisions. Upon appointment to a board or commission, such official shall be provided with a copy of the Ethics Code.

- (b) The City Attorney ~~or designated Ethics Compliance Officer~~, in consultation with the Ethics Commission ~~(Board)~~, shall develop educational materials and conduct educational programs for the officials and employees of the city on the provisions of this code of ethics, Section 12.01 thru 12.05 of the City Charter, and section 171 of the Texas Local Government Law. Such materials and programs shall be designed to maximize understanding of the obligations imposed by these ethics laws.

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SECTION 3. 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.



CITY OF KYLE, TEXAS

General Discussion and Possible Action regarding Purchasing Policy

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: General Discussion and Possible Action on Purchasing Policy for Budgeted Items. ~ *Lanny Lambert, City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

[Purchasing Manual](#)

CITY OF KYLE **PURCHASING MANUAL**

This Purchasing Manual is intended for use, as a guide to the City purchasing needs. When used, the policies and procedures established herein should enable the City to obtain needed goods and services efficiently and economically and keep account of funds spent by encumbering money at the time of purchase. City employees involved in the purchasing process should be familiar with, and adhere to, the guidelines set forth in this manual.

The cooperation of all employees is essential if the City is to obtain the maximum value for each tax dollar spent. While this manual does not answer all questions related to purchasing, it does provide the foundation for an effective purchasing system.

The material in the manual is subject to revision to meet the often rapidly changing developments encountered in the field of purchasing and in the economy. Within these limits it is hoped that this manual will prove beneficial to the City of Kyle and all City of Kyle employees.

The reason for this manual is to provide a guide for purchasing. Included in the manual are instructions on how to plan for purchases, how to process a purchase request and a purchase order, the assistance necessary to write bid specifications and the bidding of supply agreements.

The manual is written to assist in complying with statutes and ordinances governing the City and to comply with an established system of internal control. All purchases for the City should be made in accordance with the procedures outlined in this manual. With this manual, purchasing procedures should seem less formidable and more understandable. When these procedures are followed, the results are increased efficiency throughout the City and a saving of City funds. Please become familiar with these policies and procedures.

GLOSSARY

BID ADVERTISEMENT – A public notice put in a newspaper of general circulation containing information about an Invitation to Bid (IFB) or a Request for Proposal (RFP).

BIDDER LIST – A list of vendors who have expressed an interest in submitting bids for particular categories of goods and services.

CONTRACT OR AGREEMENT – A formal written agreement, executed by the City and a vendor, containing the essential terms and conditions under which goods or services are to be furnished to the City. A contract or agreement, when properly signed by the authorized City representative, is a commitment of the City's funds.

GOODS – Includes any personal property to be purchased by the City, including equipment, supplies, materials, and component or repair parts.

INVITATION FOR BID (IFB) – Specifications and formal bidding documents requesting pricing for a specific good or service which has been advertised for bid in a newspaper.

LEASE – A contract for the use of real estate, personal property, or equipment for a term in return for a specified rent or other compensation.

LOWEST RESPONSIBLE BID – The lowest bid or offer meeting all requirements of the specifications, terms, and conditions of the invitation for bid. It expressly is understood that the lowest responsible bid includes any related costs to the City in a total cost concept. The term 'responsible' refers to the financial and practical ability of the bidder to perform the contract.

PURCHASE ORDER – An order by the City for the purchase of goods and services written on the City's standard Purchase order form and which, when accepted by the vendor without qualification with the specified time limit, becomes a contract. It is the vendor's authority to deliver and invoice for goods or services specified, and the City's commitment to accept the goods or services for an agreed upon price.

PURCHASE REQUEST – A request by a department that authorizes the Purchasing Manager to enter in to a contract with a vendor to purchase goods or services for the City and to charge the appropriate department budget or project.

PURCHASING – The act, function, and responsibility for the acquisition of goods and services.

REQUEST FOR PROPOSALS (RFP) – Requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received but before award of the contract.

SERVICES – Includes all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical, or professional services.

SPECIFICATIONS – A statement containing a detailed description or enumeration of particulars, as to the terms of a contract, details of requirements for goods or services.

VENDOR – One who sells something.

DETERMINING PURCHASE CATEGORY

The Purchases of goods and services described in this manual fall within one of the following categories: You should use the purchase category to initially decide whether competitive bidding requirements apply to the purchase. If these requirements do not apply, then the purchase category will tell you whether price information must be obtained from vendors before determining which vendor to use.

When determining which category a purchase will fall into, you should bear in mind requirements under City Statutes and State Laws. The Texas Local Government requires competitive bidding on proposals for all City purchases exceeding \$25,000. In amount, and prohibits a City employee from making 'separate, sequential, or component purchases to avoid the competitive bidding requirements'. A violation is a Class B misdemeanor.

These requirements strongly encourage anticipating your needs for an entire budget year for supplies, equipment and services. If you anticipate purchasing several like items the total cost of which would be over the \$25,000. In a budget year, you must combine the purchases and use the competitive bidding in order to comply with state law.

PURCHASE CATEGORIES

CATEGORY 1 – PURCHASES UNDER \$300

Purchases under three hundred dollars (\$300) require a purchase order.

CATEGORY 2 – PURCHASES OVER \$300 BUT LESS THAN \$500

The Department Head may exercise discretion for the acquisition of such purchases as authorized in the current fiscal budget, within the guidelines established elsewhere in the policy manual. These purchases will be accomplished by means of a purchase order.

CATEGORY 3 – PURCHASES GREATER THAN \$500 BUT LESS THAN \$1,500

A minimum of three telephone or written quotations is required for purchases of goods or services with a total cost from \$500 to \$1,500.

CATEGORY 4 – PURCHASES GREATER THAN \$1,500 BUT LESS THAN \$10,000

A minimum of three written quotations is required for purchases of goods and services with a total cost within the \$1,500 to \$10,000 range.

CATEGORY 5 – PURCHASES GREATER THAN \$10,000 BUT LESS THAN \$25,000

The purchaser will secure competitive written quotes for all transactions reasonably anticipated of being in excess of \$10,000.

CATEGORY 6 – PURCHASES OVER \$25,000

Sealed competitive bids or proposals must be secured for all transactions reasonably anticipated being in excess of \$25,000.

EXEMPT PURCHASING FUNCTIONS

Some examples of exemptions from competitive bidding provided by state law are:

- A) Professional Services
- B) Items available from only one source, such as captive replacement parts and utility services.
- C) Purchases made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City.

Depending on the type of goods or services to be procured and the amount of funding involved, exempt purchases are often made through a request for proposals procedure even though such a procedure is not required under state law.

CITY MANAGER AUTHORIZATION

The application of exemptions from competitive bidding requirements for purchases in excess of \$25,000 is to be approved in each case by the City Manager. Based on the previously stated policies and procedures, the user department is responsible for obtaining a purchase order before an order is placed.

PURCHASING PROCEDURES

The purpose of this section of the manual is to describe the way in which any type of goods or services should be procured for the City. The procurement system includes several methods of making purchases. These methods are designed for specific purchasing needs.

Because there are several ways to purchase goods and services to meet the diverse needs of the county, it is imperative that each department plans in advance for its purchases so that the best method of procurement may be utilized.

The following overview of the purchasing cycle is presented for a general understanding of the system. The more detailed descriptions of the types of purchasing transactions follow the overview.

If you need to purchase:

Non-recurring goods and
Services \$0 - \$25,000

Non-recurring goods and
Services exceeding \$25,000

Commodities such as fuel,
Road materials, culverts,
Office Supplies

Then use this method:

Request a Purchase Order

Formal Sealed Bid/Proposal

Formal Sealed Bid for Annual
Annual Contracts

Miscellaneous Repair Parts
And Services (Small Dollar
Amounts) recurring needs

Blanket Purchase Order

Maintenance of Equipment

Equipment Maintenance Agreement

Use of Equipment on a Rental Basis

Equipment Lease or Agreement

Professional Services

Professional Services Agreement

Keep in mind that if a purchase is anticipated to exceed \$25,000 regardless of the method of purchase, then the sealed bid or proposal procedures will need to be used.

INITIATING THE PURCHASE

The user department determines the method for the proposed procurement.

1. The user department will follow the instructions listed above as to the dollar amount of the item(s) to be purchased.
2. If accurate and complete, the Accounts Payable department will check to see if funds are available. If funds are not available, the request will be returned to the using department unapproved. The using department can request the City Auditor to make a budget amendment. Budget amendments must be presented to and approved by the City Council. The request can then be sent to Accounts Payable for the purchase order to be completed.
3. If funds are available, Accounts Payable will complete the purchase order and either return it to the using department to make the purchase or will send it to the vendor.

MAKING THE PURCHASE

If quotes are obtained, a record of the quotes must be on file before the order is placed. The Purchase Order is a three-part NCR (no carbon required) form.

- The white copy will go to the vendor, (taken by user department, mailed or faxed).
- The yellow copy will go to the receiving department, when order is received user department will complete section on receipt of order.
- The pink copy will go to the Accounts Payable Department as a permanent record

COMPETITIVE BIDS OR PROPOSALS

If a formal bid or proposal is required, bid specifications or a request for proposal is prepared and mailed to vendors. The bid is advertised in the local newspaper. The user department shall be responsible for establishing and providing a complete written set of specifications along with a requisition.

Specifications shall be written on a technical or functional basis. Brand names are to be avoided to ensure a fair competitive environment. Sealed bids or proposals are received and tabulated, by the user department. The lowest and best responsible bid or proposal will be recommended to the Council for their approval. The Council will evaluate the recommended vendor and decide to approve or disapprove. If the recommended vendor is not approved the Council may award the bid to another vendor; bids may be rejected altogether. If the recommendation is approved and the Council awards the bid, the Purchaser may submit an award letter to the vendor or may prepare a purchase voucher.

RECEIVING OR CLOSING OUT THE PURCHASE

1. After the purchase order is placed the vendor provides ordered goods or services and submits an invoice to the City.
2. The user department will inspect the goods upon delivery, or the services upon completion, to see if specifications have been met.

PURCHASING SEQUENCE OF EVENTS **COMPETITIVE BIDS NOT REQUIRED**

USER DEPARTMENT	Identifies the need, determines purchase Category and method, Prepares/makes the request
VENDOR	Receives the Purchase Order, Fills Order or completes the services, invoices The City
USER DEPARTMENT	Receives the goods or services, inspects/ Approves the purchase on the yellow copy Of purchase order and sends to A/P
ACCOUNTS PAYABLE	Reviews the purchase order, Matches it With the invoice, Processes payment

PURCHASING SEQUENCE OF EVENTS **COMPETITIVE BIDS OR PROPOSAL REQUIRED**

USER DEPARTMENT	Identifies the need, Prepares the technical Specifications
CITY SECRETARY	Adds general conditions, put purchase Request on City Council agenda for Authorization to request bids

CITY SECRETARY	Advertises, mails solicitations, opens bids/ Proposals, decides on recommendation
USER DEPARTMENT	Reviews bids/proposals, decides on recommendation
CITY SECRETARY	Prepares agenda item request, and makes Recommendation
CITY COUNCIL	Approves/Disapproves
USER DEPARTMENT	Issues award letter, notification, or Purchase order, or if disapproved re-bids

BLANKET PURCHASE ORDER

A blanket purchase order is issued to make miscellaneous supplies, materials, services, or minor repairs available as needed to user departments. Blanket purchase orders are not intended to be used to acquire items or services required for one-time job requirements.

The general purpose of blanket orders is to:

1. Eliminate the need for numerous individual purchase orders for small dollar-value items or services, and
2. Provide a means of acquiring needed items or service to make repairs.

EMERGENCY PURCHASES

Emergency purchases are defined as those purchases caused by an unforeseen and dangerous situation requiring immediate action to preserve the health or safety of people or property. When emergency purchases are made, the user department will make the purchase at the best possible price. The use of an emergency purchase for failure to anticipate normal needs should be avoided.

Emergency purchases should be limited to the following: Street Department, Police Department, Water or Wastewater Department.

The City Manager and at least three Council members must approve emergency purchase orders for \$25,000 or more.

EQUIPMENT MAINTENANCE AGREEMENTS

Annual maintenance agreements for office equipment, computer equipment, or other equipment should be filed on a purchase order. These purchase orders can be filed under the same number and paid on a monthly, quarterly or annual basis.

Once a maintenance agreement has been established with a vendor, the user department will be responsible for calling the vendor for maintenance problems. Copies of all maintenance agreements shall be on file with the City Secretary.

The following information will be needed for the Purchase Order for a maintenance contract:

- a. Description of equipment
- b. Serial number
- c. Accessories under maintenance
- d. Period of contract
- e. Payment schedule

The user department sends a purchase request (along with the original maintenance agreement and invoice where applicable) to Accounts Payable. Then a purchase order will be issued according to steps described in a previous section. This means of accounting for a maintenance agreement specific to a piece of equipment will result in less confusion at the time of renewal.

RENTAL AND LEASE EQUIPMENT

Sealed bids or State of Texas Contract will accomplish all lease agreements if the amount of the lease is expected to be \$25,000 or more over the term of the lease agreement. Leases should never be used to avoid or circumvent the requirements for competition that would apply to outright purchases. The soundest rule is that any lease of equipment be subject to the requirements for competition that apply to outright purchases. The City Secretary should be notified of the date the equipment is rented/leased and the date the equipment is returned so that an insurance certificate can be obtained and cancelled. The rental/lease agreement should be processed on a purchase order using the same steps as the procedure described in the previous section.

When renting/leasing is the only viable answer to an equipment need, care should be exercised to provide cancellation options that are favorable to the City. The department should identify the source of funding to cover the payments of equipment rental/lease for the entire period of the contract.

PROFESSIONAL SERVICES

“Professional Services” include services which involve mental or intellectual skills, often accompanied by formal certification or licensing by a state agency, such as accounting, architecture, engineering, medicine, planning, economics, law, financial advisory services and scientific or laboratory consulting services.

State laws exempt the procurement of these services from competitive bidding requirements. The City Council should select professional service consultants on the basis of demonstrated competence and qualifications and should negotiate fees on the basis of what is fair and reasonable for the type of services, rather than on a “low bid” basis. Except for architects and engineers, both price and qualifications can be considered in selecting consultants.

In the case of architectural or engineering services a two-step process can be followed. The first step is initial selection of the consultant based on demonstrated competence and qualifications (and not considering price); and the second step involves negotiation of a fee with the selected consultant. If the second most qualified consultant may be undertaken, and so forth. It is important to keep in mind for engineers and architects that

price may not be considered in the initial selection of the consultant; this is according to the Professional Services Procurement Act.

For professional services procurement involving an anticipated fee of \$25,000 or less, the process described may be followed in an informal manner by the Elected Official/Department Head but must be approved the City Council. For procurements involving an anticipated fee exceeding \$25,000, the Department Head in coordination with the City Manager may use a formal request for proposal procedures.

All contracts for equipment maintenance, equipment lease/rental and Professional Services should be approved by the City Attorney and brought before the City Council for approval and signed by the City Manager.

When a user department wishes to initiate an RFP to procure professional services, it should have the approval of the City Council and should submit the following to the purchasing office:

1. A description of the project activity to be undertaken by the consultant
2. If the project involves construction, an estimate of the funds available for the project, including the cost of the consultant,
3. A description of the minimum and desirable qualifications for the consultant, and
4. An outline of the types of information (e.g. education, professional association memberships, past similar projects, references) to be submitted by the consultants for evaluation, and
5. A list of possible consultants to receive the RFP.

The City Secretary will prepare a draft, review it with the user department and present it to the City Council for approval. The City Secretary will then advertise in the paper and distribute RFP's to potential consultants. The user department will evaluate proposals, or a committee appointed by the City Council with the assistance of the City Secretary. A contract should be approved by the City Attorney based on the RFP and the consultant's proposal prior to being presented to City Council for approval.

HIGH TECHNOLOGY PROCUREMENT

A process similar to sealed bid procedures may be used for the procurement of goods or services of a highly technical nature, including data processing and telecommunications equipment and services. A user department should get approval fro the City Council for any such procurement. After approval has been given, a Request For Proposals (RFP) procedure for high-technology RFP is:

- A. In bidding, the award must be made to the lowest responsible bidder, while in a RFP price and other factors may be considered so that contract award may be to a vendor other than the one offering the lowest price.
- B. In bidding, the exact nature of the goods or services needed by the Department must be specified, while in an RFP process, the City may specify only the function to be served by the goods or services, leaving it to the vendors to determine how to achieve the desired function. State Law requires high-technology RFP's to specify the relative importance of price and other evaluation factors. The user department may conduct discussions with offerers after the submission of proposals.

- C. The City Council may negotiate with the vendors during these discussions and prior to award of the contract.

ANNUAL CONTRACTS

The user department will request authorization from the City Council to request bids for goods and/or services such as petroleum products, road materials, work uniforms etc. These contracts are much like purchase orders except that a unit price is shown and not a total price. The following statement is included in the terms and conditions of each request for bids that require an annual contract, or longer as approved by the Court, contract:

- 3.2 If this bid is accepted and approved by City Council then this bid becomes **the contract** and there are no oral agreements either expressed or implied.

The user department will continually look for goods and services to purchase on annual contracts to save department budgets and City funds.

JOINT PURCHASES

Occasionally, when it is beneficial to the City of Kyle, the City Council will approve inter-governmental and intra-county joint purchasing, usually by means of a resolution. On an inter-governmental basis, the user department will work with other governments both inside and outside the City.

On an intra-county basis, the user department will coordinate the procurement activities of the departments of the City to maximize the benefits of joint purchasing and annualized contracts for goods and services purchased periodically throughout the year. Additionally, the user department will utilize the existing General Services Commission and other cooperatives to attain the best prices for goods and services.



CITY OF KYLE

Memorandum

To: Minerva Falcon
Jimmy Haverda
Al Moore
Kerry Urbanowicz
Mario Perez
Bill Mears

From: Angie Rios *AR*

CC: Tom Mattis

Date: 11/24/03

Re: Accounts Payable Procedures

Please continue to follow the City of Kyle Purchasing Manual & Purchase Order Procedures. Bill White and I are reviewing these items, and if any changes are made, we will send out new procedures to everyone.

Effective December 1, we will begin a new Accounts Payable schedule. Invoices will be paid every Monday, and the submission deadline for all invoices will be Fridays at five o'clock.



CITY OF KYLE, TEXAS

Management Consultant for management positions who answer to City Council

Meeting Date:
12/17/2013
Date time: 7:00 PM

Subject/Recommendation: Discuss and possible action for obtaining a management consultant to be used for reviewing City Council authority and management processes to be utilized for all three management positions who answer to the City Council. ~ *Chad Benninghoff, Council Member District 3*

Other Information:

Budget Information:

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

Attachments / click to download

- [Other Non Cost Options-Council appointees](#)
 - [Organizational Needs Inventory](#)
 - [DRAFT Request for Proposals-Council appointees](#)
-



CITY OF KYLE, TEXAS

**REQUEST
FOR
PROPOSALS**

Request for Proposals

The City of Kyle is soliciting proposals from consulting firms to assist the Mayor and Council in analyzing and recommending policies and practices to ensure a high performance professional relationship between the Mayor and Council and their direct appointees (City Manager, City Attorney and Municipal Judge). Said policies and practices once adopted by the Council are expected to provide a healthy and meaningful process for a formal management relationship between the Council and their three appointed positions, including goals, guidelines, and processes in place to evaluate, monitor and reward the performance of these three Council appointed officials.

Interested consulting firms should submit a comprehensive proposal detailing the following:

1. Specific experience facilitating City Council retreats and goal setting processes, with at least one municipal reference for such.
2. Specific experience designing performance evaluation systems, with at least one municipal reference for such.
3. Specific experience facilitating annual performance reviews and goal setting for Council appointees, with at least one municipal reference for such.
4. An explanation of the process the consultant would use to analyze the current policies and practices to develop a recommended set of policies and practices for formal Council adoption, and to facilitate successful implementation of the adopted policies and practices.
5. The cost for said processes, along with any alternative for supplemental options.

Other (Non Cost) Options

- A. Mayor appoints 3 City Council members to be the “Administrative Team” for each of the three City Council appointed positions. The Administrative Team meets with the position appointee monthly, quarterly, bi-annually, or annually to monitor, discuss, and report on the job performance of the staff position and to report back to the full City Council on their findings.
- B. Annual evaluation of each position by the full City Council, chaired by the Mayor and following a format set jointly by the City Council and the staff position.
- C. City Council asks for self-evaluation and peer review by each staff position, annually, and uses these documents to evaluate the staff position, in writing, and with all City Council participation.

CITY OF KYLE



ORGANIZATIONAL NEEDS INVENTORY
Executive Summary

APRIL 2009

Prepared by

The Management Connection, Inc.

979.846.4481

Item # 35

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

The *Executive Summary* contains the major findings of the Organizational Needs Inventory as perceived by the members of your organization. Its value for you, however, will depend upon how you interpret and apply the results. The meaning, importance, and implications of the results can best be understood by top management and others who have had extensive experience with your organization.

The first page of this report is a summary of your company's Actual and Ideal scores for each of the three primary factors (*Organizational Structure*, *Predominant Leadership Style*, and *Organizational Culture*) and their subfactors of the Organizational Needs Inventory. Each score is measured on the 1 to 100 scale. A score on the 1 to 100 scale is a point along a line between two extremes, i.e., *Bureaucratic* vs. *Versatile*. The Gap score is the difference between the Actual and Ideal scores.

The remainder of this report consists of 19 boxes of graphic and descriptive information. Each factor and subfactor is based on a computer analysis of the descriptive scores and gap score. The number of individuals who responded to the questions corresponding to each factor and subfactor is also included.

It is very important that you not think of one end of the scale as good for your organization and the other end as bad for it. What is ideal today depends greatly upon your organization's history, attitudes, beliefs, and traditions of its present members, and many other variables that are addressed in the factors and subfactors of the Organizational Needs Inventory.

The Gap scores provides a basis for planning and goal setting that will move towards your ideal. This does not mean that you should believe that the perceived Ideal or perceived Actual scores are realistic. However, perceptions have much to do with organizational effectiveness and should never be ignored.

Decide where you are now in terms of the three primary factors measured in the Organizational Needs Inventory. What are the implications of being where you are now? Where do your members perceive you to be and what do they consider to be ideal? Through thoughtful study and critical analysis, decide on the changes you will begin to make to develop the *Organizational Structure*, *Predominant Leadership Style*, and *Organizational Culture* that you believe will be essential to position your organization to meet the challenges of the future.

Notice to users: This instrument is meant to assist in evaluating an organization. Usable results require proper administration and are subject to interpretation and proper action, all of which are beyond the control of Leadership Management International, Inc. and the author of the Organizational Needs Inventory. Therefore, Leadership Management International, Inc. and the author of the Organizational Needs Inventory disclaim responsibility for actions taken as a result of this study.

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

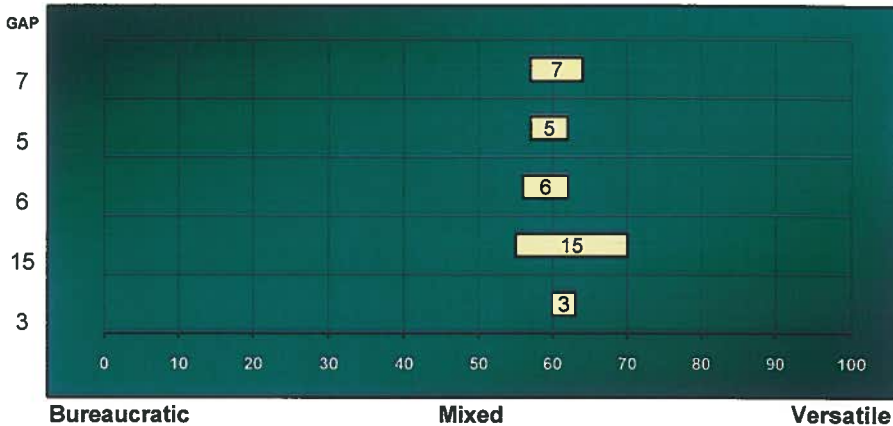
I. ORGANIZATIONAL STRUCTURE

A. Nature of Jobs and Positions

B. Nature of Controls

C. Flexibility

D. Formalization



II. PREDOMINANT LEADERSHIP STYLE

A. View of Human Nature

B. Authority Orientation

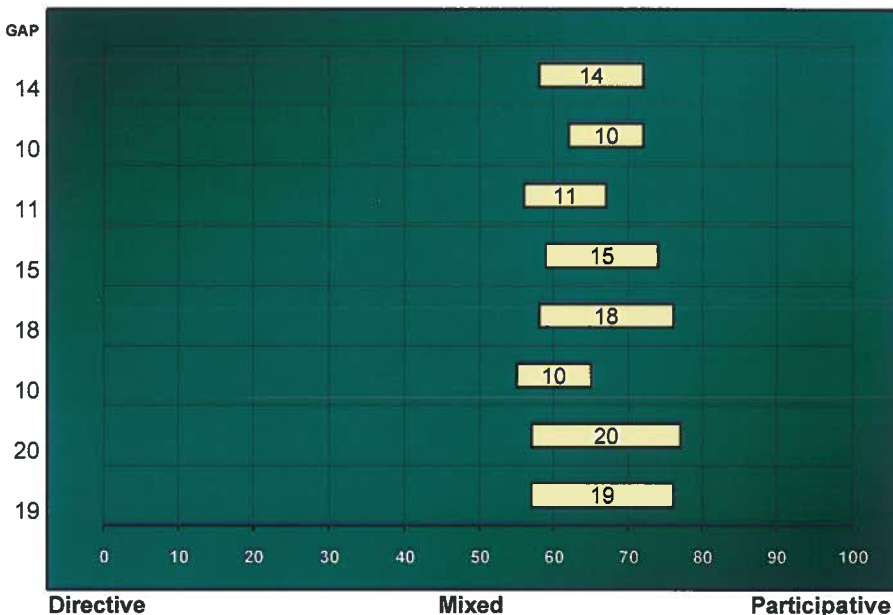
C. Team Orientation

D. Motivational Style

E. Nature of Supervision

F. Empowerment

G. Communication Style



III. ORGANIZATIONAL CULTURE

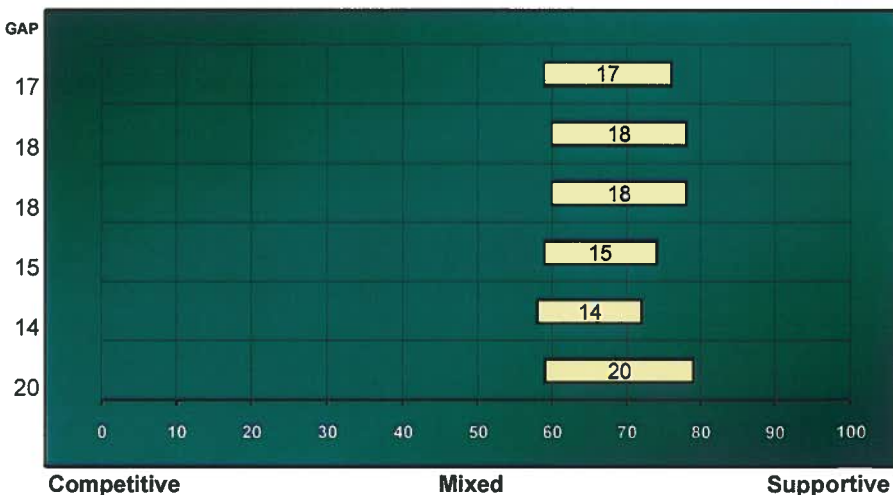
A. Shared Values and Beliefs

B. Identification with the Organization

C. Trust

D. Within-Company Cooperation

E. Innovation



ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

(Sub-factors sorted by gap)

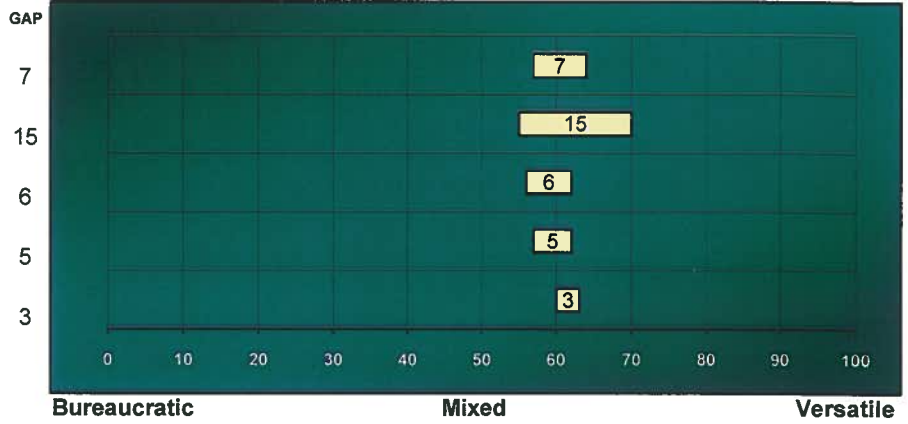
I. ORGANIZATIONAL STRUCTURE

C. Flexibility

B. Nature of Controls

A. Nature of Jobs and Positions

D. Formalization



II. PREDOMINANT LEADERSHIP STYLE

F. Empowerment

G. Communication Style

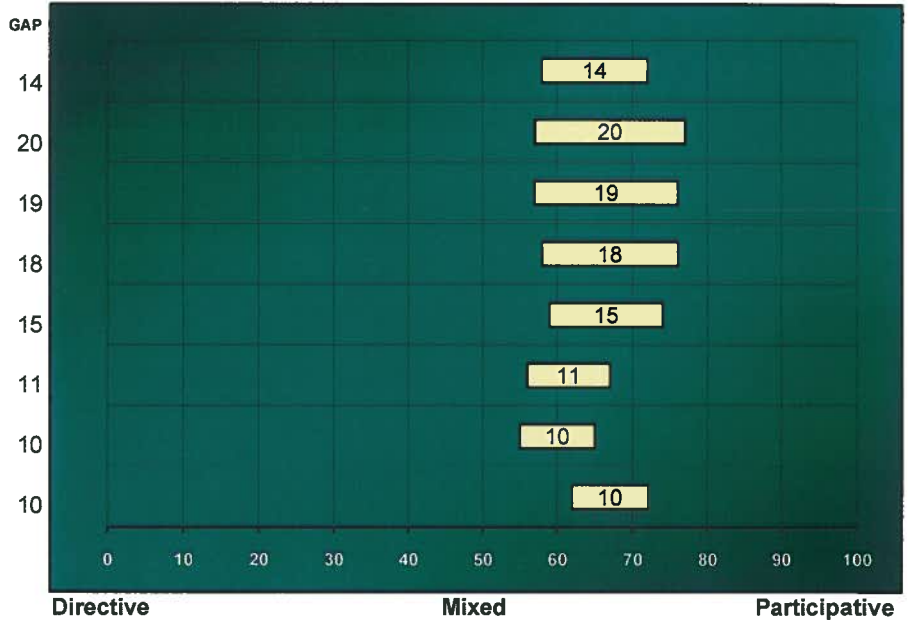
D. Motivational Style

C. Team Orientation

B. Authority Orientation

E. Nature of Supervision

A. View of Human Nature



III. ORGANIZATIONAL CULTURE

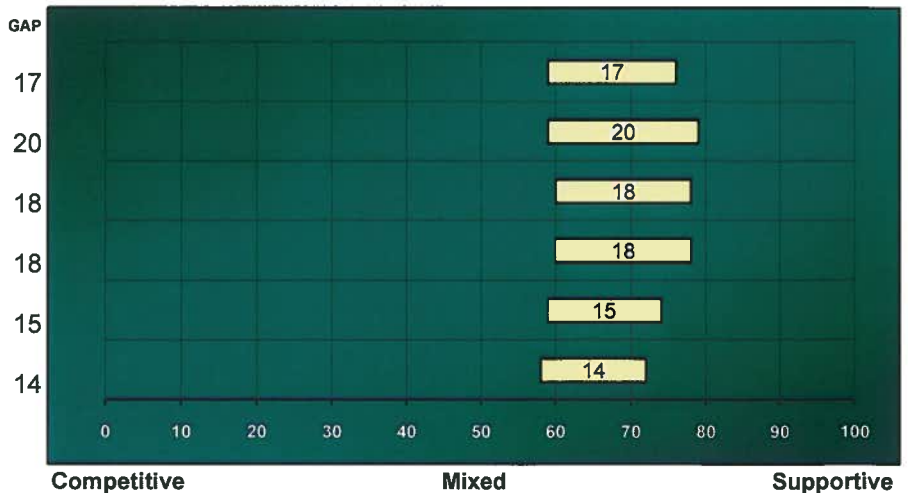
E. Innovation

A. Shared Values and Beliefs

B. Identification with the Organization

C. Trust

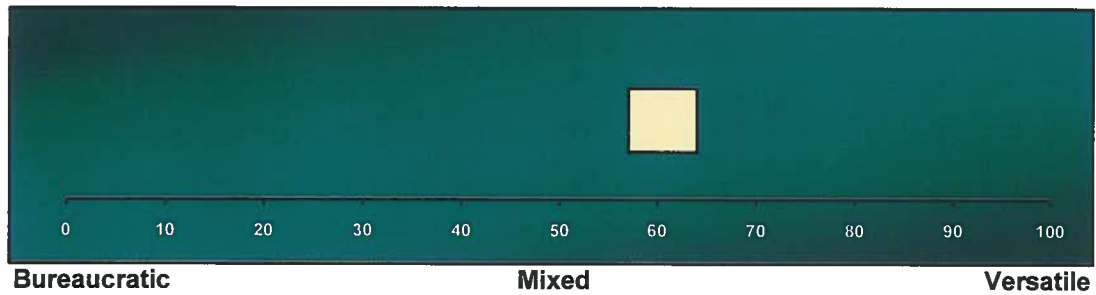
D. Within-Company Cooperation



ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

I. ORGANIZATIONAL STRUCTURE



Lots of rules, Regulations, procedures, lines of authority and other structures that make an organization stable but sluggish and rigid.

Informal, personal, and flexible; constantly changing as needed for effectiveness; quick to respond to environmental changes.

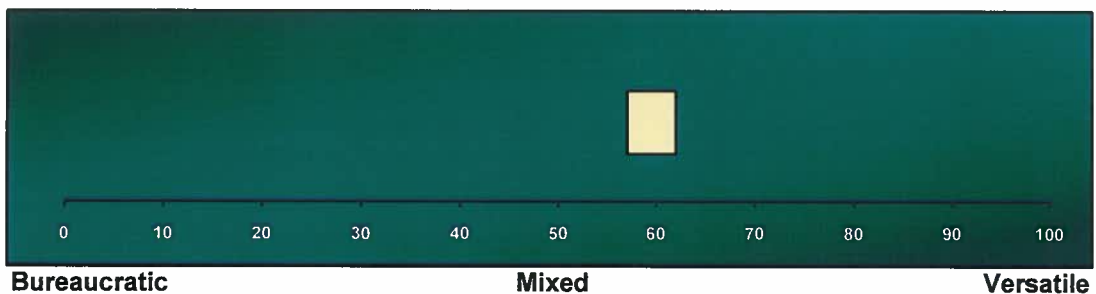
Employees = 30

Actual = 57

Ideal = 64

Gap = 7

I. ORGANIZATIONAL STRUCTURE A. Nature of Jobs and Positions



Descriptions are clear, precise, and non-overlapping; employees are expected to limit their concerns to completing their assigned tasks.

Cross-trained members of self-directed teams and task-forces cooperate to assume responsibility for shared objectives.

Employees = 30

Actual = 57

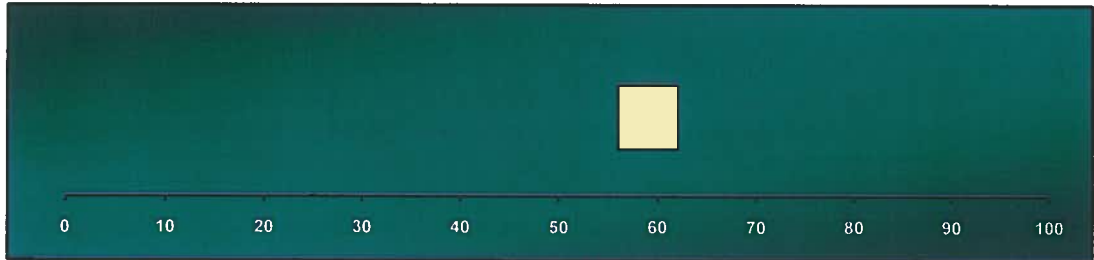
Ideal = 62

Gap = 5

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

I. ORGANIZATIONAL STRUCTURE B. Nature of Controls



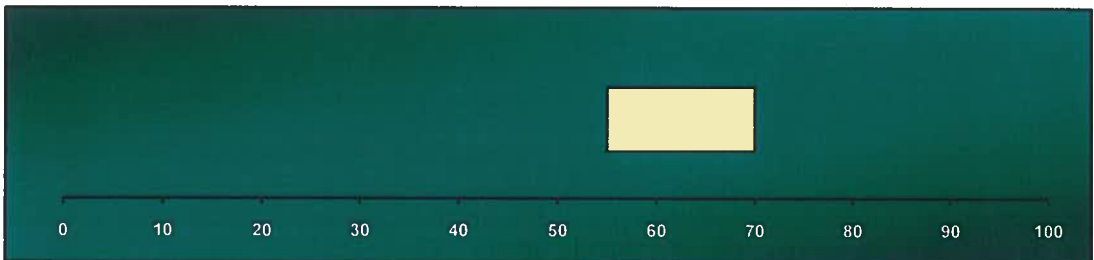
Bureaucratic **Mixed** **Versatile**

Clearly defined standards (rules, regulations, etc.) plus close inspection and strong authority ensure conformity and predictability.

Heavy reliance on self-control, self-discipline, goal-directedness, and positive attitudes keeps employees productive and on target.

Employees = 30 Actual = 56 Ideal = 62 Gap = 6

I. ORGANIZATIONAL STRUCTURE C. Flexibility



Bureaucratic **Mixed** **Versatile**

Formal controls, clearly delineated jobs, turf protection, emphasis on job security, and fixed career paths produce rigidity.

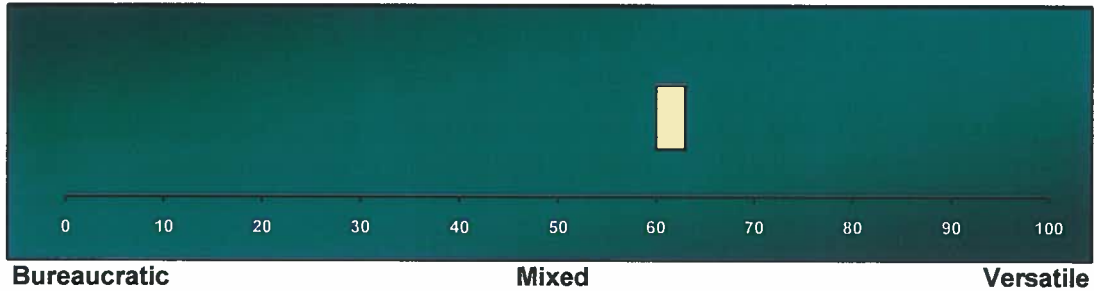
Commitment to growth, change, adaptability, and rapid response to environmental demands produces a high degree of flexibility.

Employees = 30 Actual = 55 Ideal = 70 Gap = 15

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

I. ORGANIZATIONAL STRUCTURE D. Formalization



Formality is expressed in use of titles, last names, status symbols, and commitment to proper codes of dress and behavior.

Status differences are discouraged; employees on different levels relate informally as persons of equal worth; all are important and valued.

Employees = 30

Actual = 60

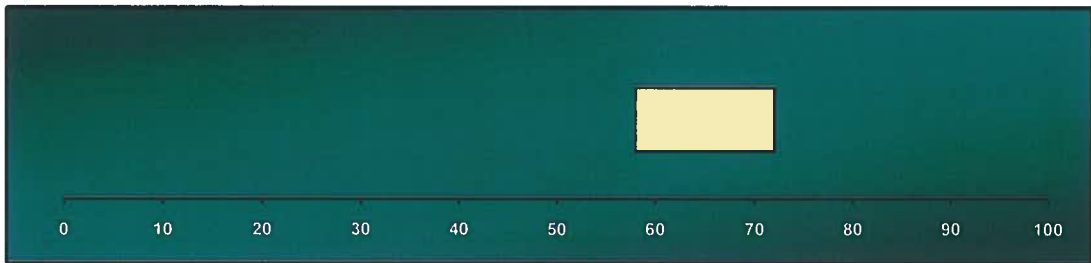
Ideal = 63

Gap = 3

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

II. PREDOMINANT LEADERSHIP STYLE



Directive

Mixed

Participative

Good leadership is the judicious use of authority; managers have a right to command and followers have an obligation to obey.

Followers are transformed into self-leaders as they internalize their leaders' vision, mission, values, attitudes, strategies, and goals.

Employees = 30

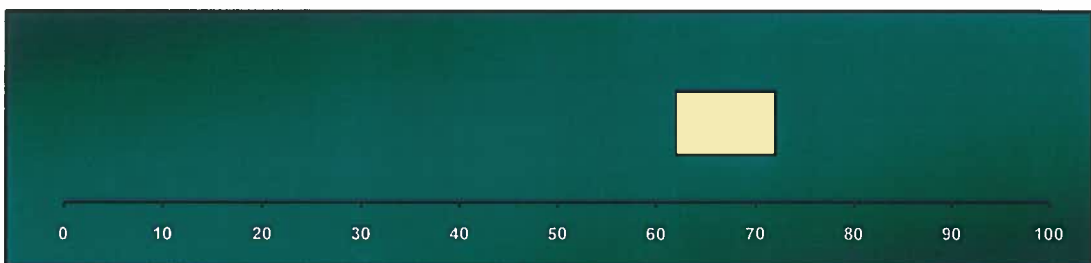
Actual = 58

Ideal = 72

Gap = 14

II. PREDOMINANT LEADERSHIP STYLE

A. View of Human Nature



Directive

Mixed

Participative

Employees tend to be lazy and to avoid work and responsibility; they must be told what to do and monitored closely.

Employees prefer to be productive and responsible; under good leadership they work independently and creatively solve problems.

Employees = 30

Actual = 62

Ideal = 72

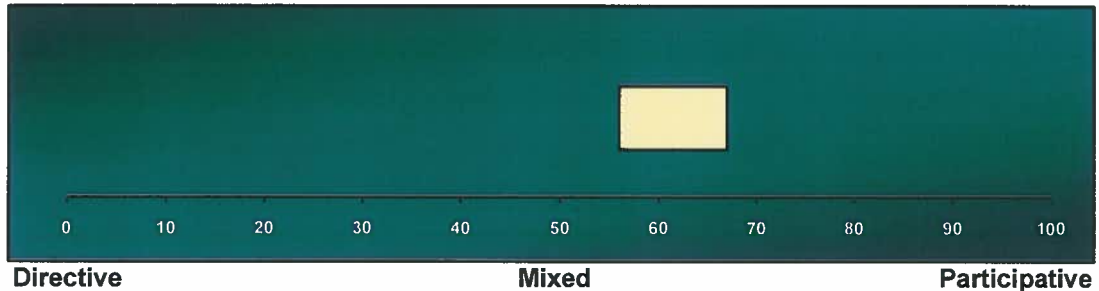
Gap = 10

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

II. PREDOMINANT LEADERSHIP STYLE

B. Authority Orientation



Authority is delegated to enable managers to get their work done through others; authority would be liberally used for that purpose.

Position authority is necessary but authority of competence would often carry more weight than authority of position.

Employees = 30

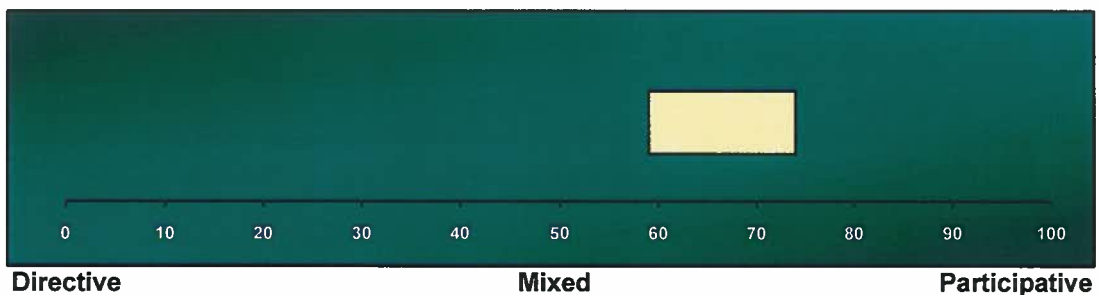
Actual = 56

Ideal = 67

Gap = 11

II. PREDOMINANT LEADERSHIP STYLE

C. Team Orientation



As often as not, groups undermine both motivation and efficiency. Only individuals can be held accountable for results.

Properly trained teams maintain a uniquely high level of self-discipline, self-motivation, productivity, and quality.

Employees = 30

Actual = 59

Ideal = 74

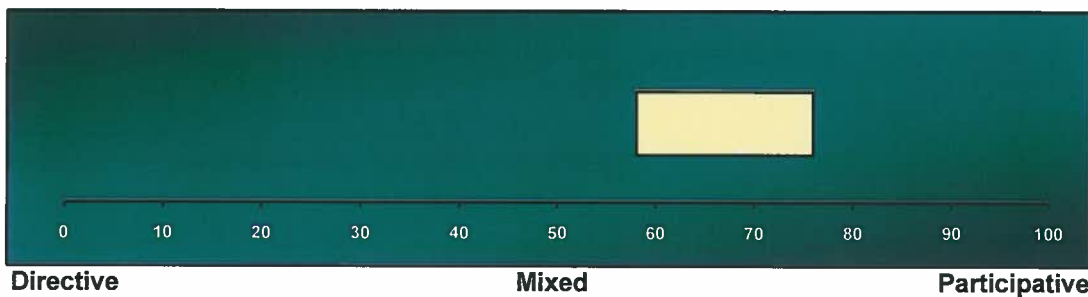
Gap = 15

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

II. PREDOMINANT LEADERSHIP STYLE

D. Motivational Style



Directive

Mixed

Participative

Motivation is based on a transaction (Compensation exchanged for productive effort) between employee and employer.

Going beyond a transaction, highest motivation results from a sense of ownership – shared values, goals, and responsibility.

Employees = 30

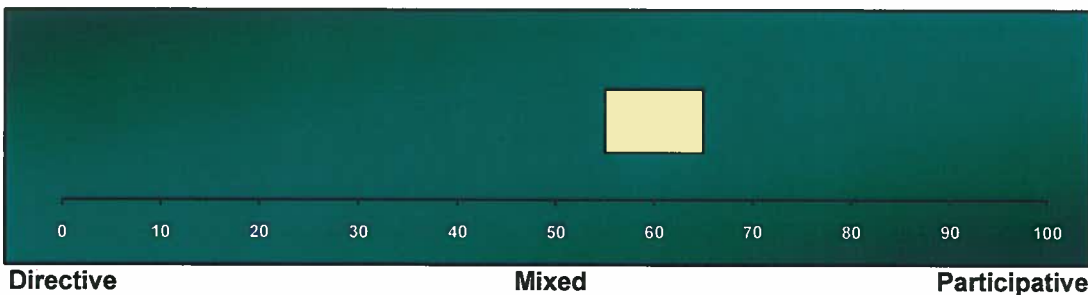
Actual = 58

Ideal = 76

Gap = 18

II. PREDOMINANT LEADERSHIP STYLE

E. Nature of Supervision



Directive

Mixed

Participative

Close supervision is necessary to ensure high motivation and maximum productivity; when the cat's away the mice will play.

Where subordinates share their leaders' goals and values, close supervision may decrease motivation and sense of responsibility.

Employees = 30

Actual = 55

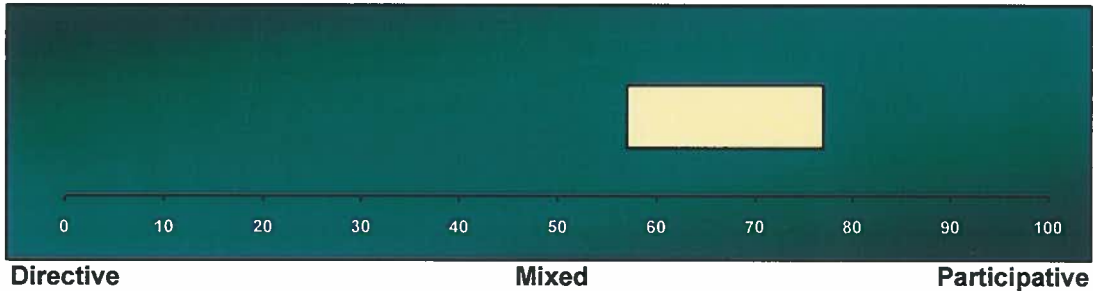
Ideal = 65

Gap = 10

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

II. PREDOMINANT LEADERSHIP STYLE F. Empowerment

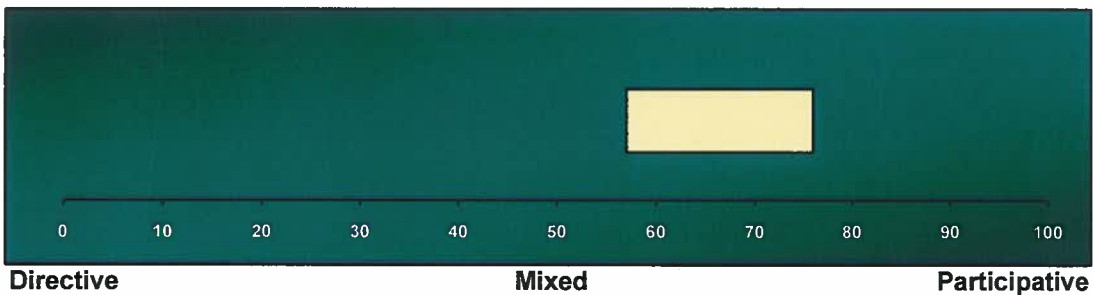


Authority-based power is a manager's primary resource for influencing subordinates. Giving them more power undermines that influence.

Good leaders provide a sense of direction and then do everything possible to provide the resources subordinates need to perform.

Employees = 30 Actual = 57 Ideal = 77 Gap = 20

II. PREDOMINANT LEADERSHIP STYLE G. Communication Style



Information is dispensed on a need-to-know basis. Too much information causes employees to meddle in others' areas.

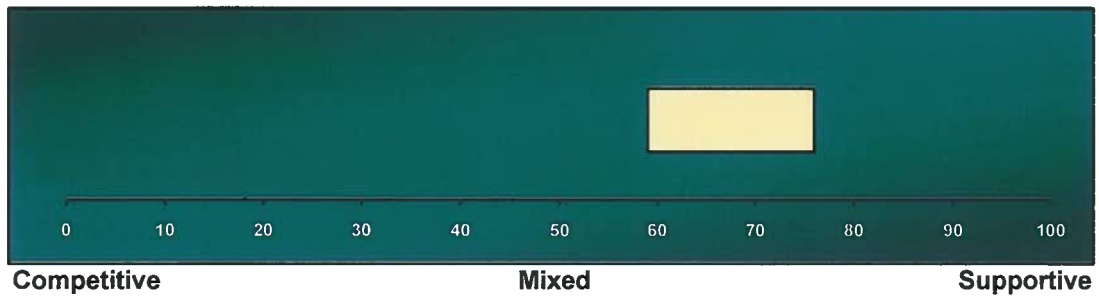
A free flow of information is necessary for participative decision making, team building, shared goals and mutual support.

Employees = 30 Actual = 57 Ideal = 76 Gap = 19

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

III. ORGANIZATIONAL CULTURE



Competition among employees, highly valued as a motivator, often reduces concern for cooperation and for the organization as a whole.

Members' mutual dependency, shared goals, and trust encourage cooperation and mutual empowerment.

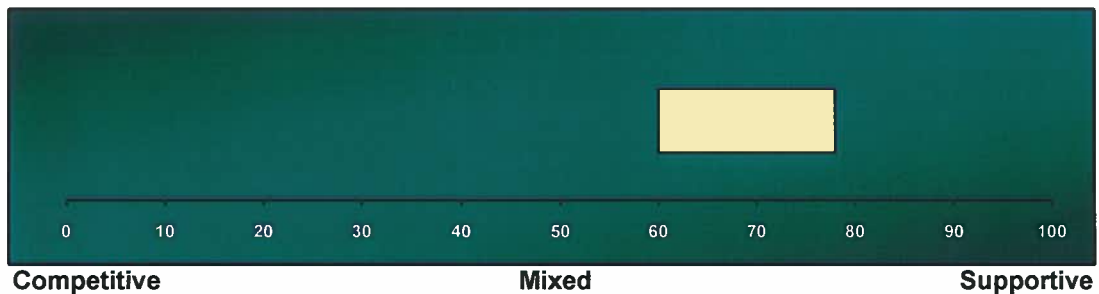
Employees = 30

Actual = 59

Ideal = 76

Gap = 17

III. ORGANIZATIONAL CULTURE A. Shared Values and Beliefs



Shared attitudes and values are of minimal importance; the name of the game is authority, power, and productivity.

Shared attitudes and values are the basis for teamwork, cooperation, and willingness to sacrifice for the common good.

Employees = 30

Actual = 60

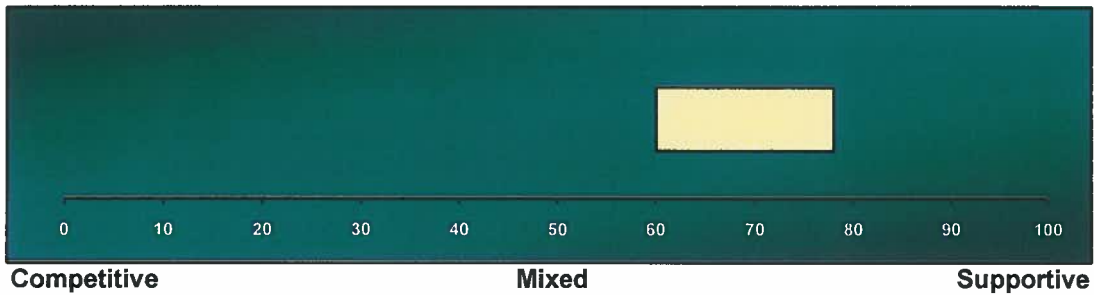
Ideal = 78

Gap = 18

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

III. ORGANIZATIONAL CULTURE B. Identification With The Organization



The value of identification with the organization is totally over-shadowed in importance by self-interests (opportunity for power, pay, position).

Members who strongly identify with their organization feel a sense of oneness with it. To support the organization is to support themselves.

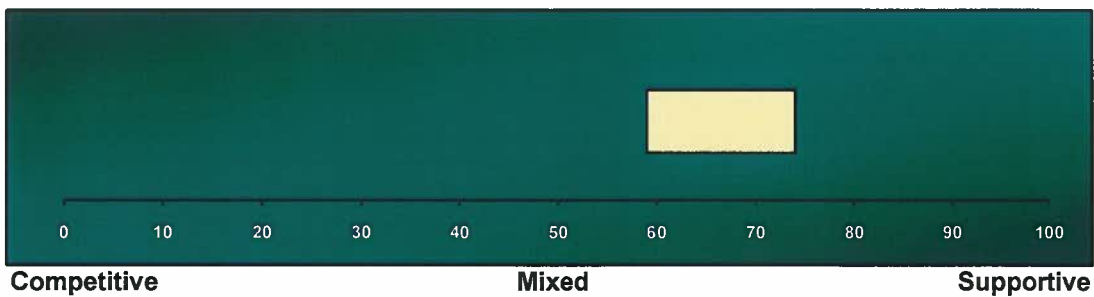
Employees = 30

Actual = 60

Ideal = 78

Gap = 18

III. ORGANIZATIONAL CULTURE C. Trust



Trust can be valuable but is often less so than a good contract. It is of little importance where agreements are clear and authority is strong.

Trust is highly valued – the basis for sound, cooperative, mutually empowering relationships upon which leadership is based.

Employees = 30

Actual = 59

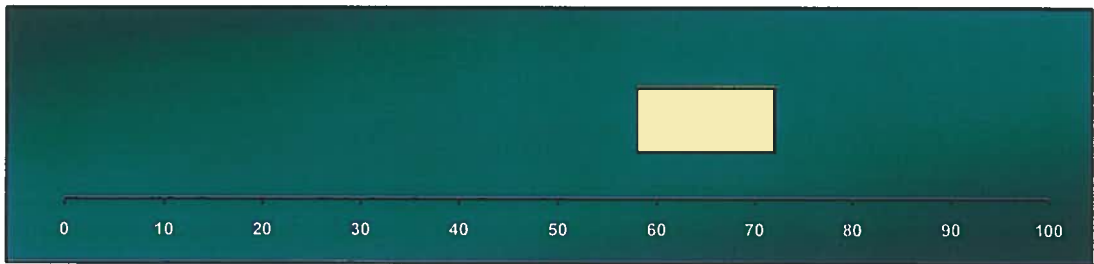
Ideal = 74

Gap = 15

ORGANIZATIONAL NEEDS INVENTORY

EXECUTIVE SUMMARY

III. ORGANIZATIONAL CULTURE D. Within-Company Cooperation



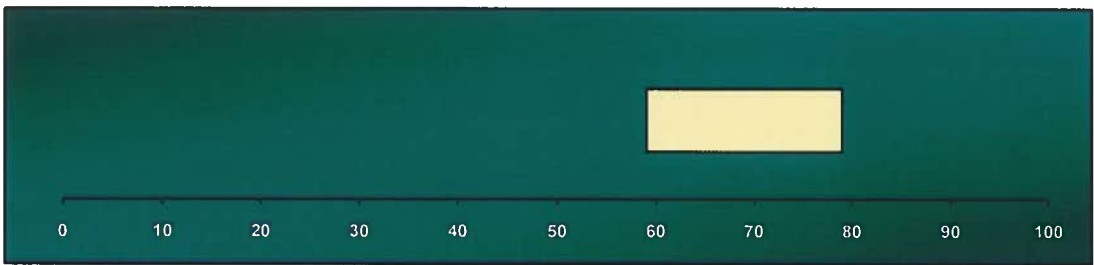
Competitive Mixed Supportive

Individual self-interest (competition for pay, power, and position) produces cooperation when it is needed to achieve an objective.

Cooperation, based on trust and shared self-interests, is necessary for maximum productivity and work satisfaction.

Employees = 30 Actual = 58 Ideal = 72 Gap = 14

III. ORGANIZATIONAL CULTURE E. Innovation



Competitive Mixed Supportive

Specialists in research, design, advertising, etc. are paid to be innovators; others should stick to their assigned tasks.

Every member has the potential to be creative and innovative; each should be freed, motivated, and empowered to actualize that potential.

Employees = 30 Actual = 59 Ideal = 79 Gap = 20

CITY OF KYLE



ORGANIZATIONAL NEEDS INVENTORY

ITEM SCORES

APRIL 2009

Prepared by

The Management Connection, Inc.

979.846.4481

ORGANIZATIONAL NEEDS INVENTORY

ITEM SCORES

Organizational Structure

The items presented below are in descending order by gap.

Gap	Actual	Ideal	Emp.	Item #	Item
26.7	50.0	76.7	30	96	The company makes good use of task forces and committees to encourage teamwork.
26.7	48.3	75.0	30	2	The company values its specialists, but it also values cross training so that members develop a variety of skills.
24.1	54.2	78.3	30	88	The company is highly flexible and adaptive when change is called for.
21.7	52.5	74.2	30	117	Management achieves control primarily through the positive attitudes and values of the company members.
21.7	52.5	74.2	30	62	The company responds rapidly to market and other changes in its external environment.
21.6	49.2	70.8	30	63	Status differences within the company are not a barrier to open and honest communication.
19.1	59.2	78.3	30	3	The company places high value on maintaining relationships of trust.
16.7	40.0	56.7	30	102	In this company, job descriptions are very stable; they change little over time.
16.7	65.8	82.5	30	1	The company is highly committed to being progressive and on the cutting-edge in its industry.
16.7	48.3	65.0	30	74	Low resistance to change enables the company to adapt rapidly to changes in market conditions.
16.7	42.5	59.2	30	33	The company simplifies its jobs so employees can be easily trained and, if necessary, easily replaced.
15.9	60.8	76.7	30	4	Company leaders try to relate personally to everyone and to minimize status differences among members.
15.8	52.5	68.3	30	87	Management values the freedom of members to be creative more than it values the benefits of tight controls.
15.0	61.7	76.7	30	35	The company gives members maximum freedom to think and use their best judgment.
15.0	58.3	43.3	30	86	Most employees see their jobs in terms of performing certain activities rather than achieving company goals.
15.0	38.3	23.3	30	19	Company managers jealously protect their turf and resent others' concern about the units they manage.
15.0	38.3	53.3	30	61	To avoid offending their immediate supervisors, members are very careful to communicate through formal channels.
12.5	36.7	24.2	30	123	Because it is heavily loaded with bureaucracy, our organization is stable but sluggish.
12.5	24.2	36.7	30	22	Since "familiarity breeds contempt," friendships between members at different organization levels are discouraged.
9.2	42.5	51.7	30	73	To maintain control, management relies heavily on rules and regulations, backed by strong authority.
8.3	34.2	42.5	30	48	To maintain order and control, the company makes sure that very few employees report to a given manager.
7.5	35.0	27.5	30	109	Since specialists design our jobs, members of the company seldom attempt to improve the designs of their own jobs.
6.6	51.7	58.3	30	21	Red tape seldom interferes with productivity and quality of work.

Gap	Actual	Ideal	Emp.	Item #	Item
5.8	41.7	47.5	30	60	The company makes clear distinctions and permits little movement between line managers, who have direct responsibility for getting the work of the company done, and staff managers
5.0	31.7	26.7	30	72	The organization is top-heavy with management and support staff.
5.0	43.3	48.3	30	110	Management operates with as few strictly enforced rules and regulations as possible.
5.0	73.3	68.3	30	75	Members of the organization often call their supervisors by their first names.
4.1	38.3	34.2	30	20	Management is more concerned that everyone follow the rules than that they achieve meaningful goals.
3.4	41.7	38.3	30	34	Company traditions and "going by the book" often interfere with clear thinking and effective decision-making.
2.5	51.7	54.2	30	50	The company's organization is informal and personal.
0.9	31.9	31.0	29	49	The company's commitment to preserving its traditions makes it slow to adapt.
0.0	37.9	37.9	29	36	Status symbols are an important means of showing who, in the company, has authority and power.
0.0	33.3	33.3	30	47	Members are encouraged to do their own jobs and avoid concern for work that is not in their job descriptions.

ORGANIZATIONAL NEEDS INVENTORY ITEM SCORES Predominant Leadership Style

The items presented below are in descending order by gap.

Gap	Actual	Ideal	Emp.	Item #	Item
34.2	48.3	82.5	30	100	Company members always have access to resources they need to perform effectively.
32.8	49.1	81.9	29	116	Company members are confident that top executives will fulfill their commitments.
31.7	53.3	85.0	30	67	Employees know that management is genuinely concerned about their well-being.
29.1	56.7	85.8	30	68	Our managers are good listeners.
28.4	53.3	81.7	30	66	Members of the company are quality conscious and committed to improving the quality of their own work.
28.3	54.2	82.5	30	81	Constant training helps members of the company do their jobs well.
28.3	50.0	78.3	30	115	Open communication throughout the company empowers members to make informed decisions.
27.5	53.3	80.8	30	56	The company has highly effective lateral communication. (Lateral refers to people who are on the same level.)
27.5	50.0	77.5	30	113	Cooperation within the company is highly valued and rewarded.
26.7	50.0	76.7	30	96	The company makes good use of task forces and committees to encourage teamwork.
25.8	50.8	25.0	30	108	The left hand does not know what the right hand is doing in this company.
25.8	59.2	85.0	30	13	Management does an excellent job of communicating the company's vision.
25.8	57.8	83.6	29	42	Free and open communication across department or divisional lines is encouraged and is highly effective.
25.0	55.0	80.0	30	94	Practicing open communication, management keeps members informed unless confidentiality is clearly an issue.
25.0	57.5	82.5	30	55	Our managers do everything possible to help their subordinates be effective.
25.0	48.3	73.3	30	114	Most members will sacrifice to ensure the company's long-term success.
24.2	45.8	70.0	30	90	Members of the company feel included in the decision-making process.
24.2	58.3	82.5	30	105	A spirit of teamwork is strongly encouraged and practiced within the company.
23.4	58.3	81.7	30	6	The company's high standards and productivity expectations are enthusiastically supported by most of its members.
23.4	58.3	81.7	30	79	Members' excitement about the company and their work stimulates their creativity and productivity.
22.5	57.5	80.0	30	71	Management welcomes new ideas--even ideas that differ from their own.
21.7	58.3	80.0	30	10	Management tends to elevate the consciousness of employees, inspiring new heights of achievement and growth.
21.7	52.5	74.2	30	117	Management achieves control primarily through the positive attitudes and values of the company members.

Gap	Actual	Ideal	Emp.	Item #	Item
21.6	49.2	70.8	30	63	Status differences within the company are not a barrier to open and honest communication.
21.6	51.7	73.3	29	104	Management gets extensive input from the persons who will be affected by a given decision.
21.6	56.7	78.3	30	80	Our employees feel a strong obligation to other employees to do their own jobs well.
20.8	47.5	26.7	30	92	Primarily concerned with pay, our employees must always be on guard to make sure they are treated fairly.
20.0	55.0	75.0	30	41	Our managers are more likely to praise than criticize.
20.0	64.2	84.2	30	89	The person to whom I report has genuine interest in me as an individual.
20.0	41.7	61.7	30	124	Management assumes some responsibility rather than just labeling low performers as lazy and incompetent.
19.2	58.3	77.5	30	53	Our employees tend to think of themselves as team members rather than closely supervised subordinates.
19.2	65.0	84.2	30	27	Our leaders encourage their followers to believe in their own potential.
19.2	55.0	74.2	30	64	Managers try to place their subordinates in work in which their subordinates are interested.
19.1	61.7	80.8	30	121	Because of favorable attitudes toward the company, its members strive to be cooperative and productive.
18.1	59.5	77.6	29	54	Most company members are inspired by their awareness of the company's history and its vision for the future.
17.5	63.3	80.8	30	28	Employees at all levels feel free to communicate openly and honestly with senior management.
16.7	52.5	69.2	30	126	A high level of trust makes close supervision unnecessary in the company.
16.7	53.3	70.0	30	78	Strongly committed to teamwork, our managers seldom place their own department's needs about the company's.
15.9	60.8	76.7	30	4	Company leaders try to relate personally to everyone and to minimize status differences among members.
15.8	65.0	80.8	30	9	The company has a deep concern for all of its stakeholders: its stockholders, employees, customers, and others.
15.5	66.4	81.9	29	40	One of the company's strengths lies in its strong commitment to doing the right thing because it is the right thing.
15.0	61.7	76.7	30	35	The company gives members maximum freedom to think and use their best judgment.
15.0	62.5	77.5	30	12	By their actions, our managers express great faith in their subordinates.
15.0	64.2	79.2	30	91	Members of the company's work units usually function effectively as a team.
15.00	45.00	30.00	30	82	Good upward communication tends to be left to chance.
15.0	57.5	72.5	30	93	Our managers tend to be outstanding delegators.
15.0	38.3	53.3	30	61	To avoid offending their immediate supervisors, members are very careful to communicate through formal channels.
14.2	39.2	25.0	30	65	Competent, ambitious individualists often get promoted here even though they are not good team players.
14.1	61.7	75.8	30	98	The company places faith in its members by giving them a high degree of freedom to act.

Gap	Actual	Ideal	Emp.	Item #	Item
13.4	60.8	74.2	30	8	Management involves subordinates in planning and decision making where appropriate.
13.4	36.7	23.3	30	101	Management seems to assume that the less you know about what is going on throughout the company the better.
13.4	58.3	71.7	30	77	The leadership style of our managers is more participative than autocratic.
13.3	67.5	80.8	30	118	Management expects high performance from everyone, including initiative to identify and solve problems.
12.5	67.5	80.0	30	26	Our managers tend to have strong confidence in the integrity and ability of their subordinates.
12.5	43.3	30.8	30	119	Decision making in this company is typically authoritarian and arbitrary.
11.7	67.5	79.2	30	5	The company assumes that its members will welcome opportunities to grow and develop new skills.
11.7	50.0	61.7	30	122	Management is less concerned with who has authority than with who is an authority ("who" has good solutions).
11.6	64.2	75.8	30	24	In our company's meetings, managers usually seek member participation.
10.0	27.5	17.5	30	111	Management assumes that because people are inherently lazy, they do their best work only under threat.
9.2	65.0	74.2	30	97	Management appears to believe that most employees want to assume responsibility for the quality of their work.
9.2	42.5	51.7	30	73	To maintain control, management relies heavily on rules and regulations, backed by strong authority.
8.8	23.0	14.2	30	76	The person to whom I report seems to view me more as a cost of doing business than as a human being.
8.3	46.7	55.0	30	112	Management delegates decisions to the lowest level at which they can be made effectively.
8.3	34.2	42.5	30	48	To maintain order and control, the company makes sure that very few employees report to a given manager.
7.7	66.4	74.1	29	39	The company respects the needs of its suppliers as well as its own needs for superior quality and service.
6.7	57.5	64.2	30	107	Our managers empower their subordinates rather than keep them weak as a means of control.
6.0	44.8	38.8	29	38	Management too often falls back on rules and power rather than reasoning with and teaching their subordinates.
6.0	66.4	72.4	29	37	Management assumes that members want to support the organization's goals and work to fulfill its mission.
5.0	73.3	68.3	30	75	Members of the organization often call their supervisors by their first names.
4.2	29.2	25.0	30	120	Competition for career advancement reduces the cooperation needed to achieve company goals.
4.1	50.8	46.7	30	25	Competition among company members seldom, if ever, works against the best interests of the company.
3.4	53.3	56.7	30	11	Very close supervision of subordinates is discouraged in our company.
3.4	34.2	30.8	30	106	Like most others, our company is a machine that operates solely for the benefit of top management and stockholders.
3.4	41.7	38.3	30	34	Company traditions and "going by the book" often interfere with clear thinking and effective decision-making.
3.2	29.0	25.8	30	52	Our managers alienate their subordinates by giving orders when a friendly suggestion would be sufficient.

Gap	Actual	Ideal	Emp.	Item #	Item
2.5	51.7	54.2	30	50	The company's organization is informal and personal.
1.7	42.5	44.2	30	103	Our managers tend to supervise very closely.
0.9	41.7	40.8	30	7	Too much red tape makes it difficult for company members to get their work done.
0.8	42.5	43.3	30	51	Management seems to assume that most members of the organization prefer to be emotionally involved in their work.
0.8	30.8	30.0	30	23	Management assumes that most people would rather be told what to do than to think and make decisions for themselves.
0.0	37.9	37.9	29	36	Status symbols are an important means of showing who, in the company, has authority and power.

ORGANIZATIONAL NEEDS INVENTORY

ITEM SCORES

Organizational Culture

The items presented below are in descending order by gap.

Gap	Actual	Ideal	Emp.	Item #	Item
32.8	49.1	81.9	29	116	Company members are confident that top executives will fulfill their commitments.
32.5	55.8	88.3	30	57	Most members of the company have a deep commitment to customer service.
31.6	46.7	78.3	30	16	Employees at all levels have a high degree of trust in one another.
30.0	55.8	85.8	30	69	The company is committed to fairness in all its dealings.
30.0	51.7	81.7	30	99	The company is an industry leader in applying new technologies and services.
28.4	53.3	81.7	30	66	Members of the company are quality conscious and committed to improving the quality of their own work.
27.5	50.0	77.5	30	113	Cooperation within the company is highly valued and rewarded.
25.0	48.3	73.3	30	114	Most members will sacrifice to ensure the company's long-term success.
24.2	58.3	82.5	30	105	A spirit of teamwork is strongly encouraged and practiced within the company.
22.5	65.8	88.3	30	30	Our employees have a strong sense of pride and company ownership.
21.7	55.8	77.5	30	59	Members of the company see innovation as an important part of their jobs.
21.7	52.5	74.2	30	117	Management achieves control primarily through the positive attitudes and values of the company members.
21.7	65.0	86.7	30	95	When not at work, members take great pride in being identified with the company.
21.7	52.5	74.2	30	62	The company responds rapidly to market and other changes in its external environment.
21.6	56.7	78.3	30	80	Our employees feel a strong obligation to other employees to do their own jobs well.
20.9	48.3	69.2	30	83	Members share responsibility and receive a fair share of company rewards.
20.9	63.3	84.2	30	46	The company is highly innovative.
20.8	47.5	26.7	30	92	Primarily concerned with pay, our employees must always be on guard to make sure they are treated fairly.
19.1	66.7	85.8	30	31	Workers know management is doing all it can to protect their jobs and ensure their long-term employment.
19.1	59.2	78.3	30	3	The company places high value on maintaining relationships of trust.
19.1	61.7	80.8	30	121	Because of favorable attitudes toward the company, its members strive to be cooperative and productive.
18.4	58.3	76.7	30	17	The company's ability to compete is greatly influenced by the cooperative spirit of its members.
18.4	68.3	86.7	30	32	The company constantly and deliberately seeks ways to improve itself.
18.1	59.5	77.6	29	54	Most company members are inspired by their awareness of the company's history and its vision for the future.

Gap	Actual	Ideal	Emp.	Item #	Item
17.5	52.5	70.0	30	85	Relationships within the company are free from suspicion and questioning of others' motives.
16.7	67.5	84.2	30	29	Most employees share top management's view that the company is outstanding and has a brilliant future.
16.7	60.8	77.5	30	44	Members identify with and support the company as if it belonged to them.
16.7	57.5	74.2	30	15	There is a very real sense in which members of our organization are a company family.
16.7	52.5	69.2	30	126	A high level of trust makes close supervision unnecessary in the company.
16.6	40.8	24.2	30	125	Company members have little time to think about being creative and innovative.
15.9	60.8	76.7	30	4	Company leaders try to relate personally to everyone and to minimize status differences among members.
15.8	65.0	80.8	30	9	The company has a deep concern for all of its stakeholders: its stockholders, employees, customers, and others.
15.8	66.7	82.5	30	58	Company members feel secure in their jobs so long as they do their best and are honest in dealing with others.
15.5	66.4	81.9	29	40	One of the company's strengths lies in its strong commitment to doing the right thing because it is the right thing.
15.0	61.7	76.7	30	35	The company gives members maximum freedom to think and use their best judgment.
15.0	62.5	77.5	30	12	By their actions, our managers express great faith in their subordinates.
14.2	39.2	25.0	30	65	Competent, ambitious individualists often get promoted here even though they are not good team players.
14.1	61.7	75.8	30	98	The company places faith in its members by giving them a high degree of freedom to act.
12.5	67.5	80.0	30	26	Our managers tend to have strong confidence in the integrity and ability of their subordinates.
12.5	60.0	72.5	30	14	Management will go to any length to meet the needs of every customer.
12.5	24.2	36.7	30	22	Since "familiarity breeds contempt," friendships between members at different organization levels are discouraged.
10.8	40.0	29.2	30	70	Because rapid change is occurring, company members are becoming increasingly insecure.
10.8	28.3	17.5	30	45	Considerable conflict and distrust exists within management.
6.7	57.5	64.2	30	107	Our managers empower their subordinates rather than keep them weak as a means of control.
4.3	40.5	36.2	29	43	Management may have a clear vision of the company's future, but it has no positive influence at the lower levels.
4.2	65.0	69.2	30	84	As it grows, the company maintains commitment to certain values and traditions that give it a very special identity.
4.2	29.2	25.0	30	120	Competition for career advancement reduces the cooperation needed to achieve company goals.
4.1	50.8	46.7	30	25	Competition among company members seldom, if ever, works against the best interests of the company.
3.4	34.2	30.8	30	106	Like most others, our company is a machine that operates solely for the benefit of top management and stockholders.
2.5	35.0	32.5	30	18	The company misses opportunities because management is unresponsive to its external environment.



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date:
12/17/2013
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 Attorney Search Timeline
2. Discuss implementation of a Social Media Policy for the City of Kyle

Other Information:

Budget Information:

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

Attachments / click to download

[City Attorney Search Proposed Timeline](#)

[City of Kyle Social Media Policy - DRAFT](#)



**City Attorney Search Proposed Timeline
As of December 3, 2013**

Tuesday, October 22, 2013 **Special Called Meeting:**
Council to recommend or change any key qualifications other than those stated in Job Description and approves the Job Posting, Salary Range and Timeline.

Thursday, October 23, 2013 **Director of Human Resources:**
The Human Resources Department will begin to advertise on TML, SGR, Local Newspapers (San Antonio, Austin, Kyle, San Marcos) and the City's website. *Position closes November 29, 2013.*

Tuesday, December 3, 2013 **City Council Meeting:**
City Council will receive copies of applications received.

Tuesday, December 17, 2013 **City Council Meeting:**
City Council to select top 5 candidates to invite for interviews.

Thursday, January 2, 2013 **Special Called Meeting:**
Interviews and possible selection of candidate for the position of City Attorney

Friday, January 3, 2014 **Director of Human Resources:**
The Human Resources Department to conduct pre-employment assessments and media search on selected candidate(s) as per City Council.

Tuesday, January 21, 2014 **City Council Meeting:**
City Council to make final selection and determine compensation offer

Tuesday, February 4, 2014 **City Council Meeting:**
City Council to sign-off on City Attorney Contract

City of Kyle, Texas Social Media Policy:

Overview

The Internet has become a popular and effect medium where people and organizations go to share information about their daily lives and things that they find to be of interest or importance. Information is posted and viewed electronically on the web everyday for the purposes of education, entertainment and community awareness. The City of Kyle Social Media Policy will provide a framework for the use of social media by the City of Kyle for the purpose of community engagement and information distribution.

Purpose

Social Media is defined as any electronic, web based application, site or account created and maintained by the City which facilitates an environment for sharing positive information about the City and its programs and services. Social Media applications may include, but are not limited to, YouTube, Facebook, Google Plus, Twitter, Pinterest, LinkedIn and Flickr.

Policy

The City's Director of Communications, or other individual as appointed by the city manager, may create and maintain social media applications for the City of Kyle. Such sites must meet one or both of the following purposes:

- To provide residents of the City of Kyle information about city events, activities and issues.
- To inform people from outside our community about the many positive qualities of the City of Kyle.

Individual City Departments may create and maintain social media applications that are separate from those maintained by the City's Director of Communications. Departments are required to notify their Department Director, Assistant City Manager (ACM) and the Communications Director of their intent to implement departmental specific social media applications.

Departments must follow the same guidelines for their department sites as is outlined in this policy.

Some Social Media applications may allow the public to post comments to a web account or page that is maintained by the City. The following posts on any City of Kyle social media site will not be allowed:

- Obscene or racist content
- Personal attacks, insults, or threatening language
- Potentially libelous statements
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the content of the forum
- Hyperlinks to material that is not directly related to the discussion
- Commercial promotions or spam

- Organized political activity

The City reserves the right to monitor content before it is posted on all of its social media web pages and accounts, and to remove any messages or postings that it deems, in its sole discretion, to be abusive, defamatory, in violation of copyright, trademark right or other intellectual property right of any third party, or otherwise inappropriate for the service.

The City Manager maintains the right to direct that any City of Kyle Social Media site be taken offline at any time.

Any city employee found to be in violation of this policy or the City of Kyle personnel policy as part of their use of the City of Kyle social media sites will be subject to disciplinary action as outlined in the personnel policy.

All login information for all City of Kyle social media sites shall be reported to the City's Director of Information Technology. Any changes of the login information shall be reported to the Director of Information Technology as soon as possible.

The City of Kyle is not responsible for offensive and inappropriate content that may be posted on City social media sites, but will ensure that such content is removed as the earliest opportunity once it is discovered.

The City Manager, or his designee, will use the guidelines in this document to determine what is inappropriate and/or offensive and that individual will have the final authority on deciding what may constitute inappropriate or offensive content.

Objections and/or comments can be submitted to the City of Kyle City Secretary.