

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 1/6/2015, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 2nd day of January 2015, prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Regular Meeting - December 16, 2014 ~ *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 are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

IV. Presentation

2. Introduction of new City Manager Scott Sellers by City of Kyle Mayor R. Todd Webster. ~ *R. Todd Webster, Mayor*

 [Attachments](#)

V. Appointments

3. Confirm mayor's appointment to the Civil Service Commission ~ *R. Todd Webster, Mayor*

Pete Krug - Reappointment to second three-year term

 [Attachments](#)

VI. Consent Agenda

4. Approve a site plan for Vista at Plum Creek Phase II (SD-14-021) 7.42 acres; 1 Lot located at the southeast corner of Sampson and Cromwell Drive. ~ *Debbie Guerra, Planning Technician*

 [Attachments](#)

5. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 126.41 acres of land from 'AG' Agriculture to 'R-1-2' Single Family Residential-2, on property located at 1838 E. RR150, in Hays County, Texas. (Kalogridis & Kalogridis Development LLC - Z-14-015) ~ *Debbie Guerra, Planning Technician*

 [Attachments](#)

6. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) Article II (PUD Districts: Regulations and Performance Standards), Sec. 9(B) and 9(C)(3), of the Code of Ordinances of the City of Kyle, Texas; providing a severability clause; repealing conflicting ordinances; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing an effective date; making such other findings and provisions related hereto. ~ *Debbie Guerra, Planning Technician*

 [Attachments](#)

7. *(Second Reading)* An amendment to Ordinance No. 814 (Reassessment Ordinance) amending section 2 (Definitions) by redefining “parties” to eliminate “claimants”; amending subsection 9.3 (Presumption of roll’s accuracy) to eliminate all references to "city council"; repealing subsection 10.11 (Other grounds for a hearing); amending subsection 10.12 (Deadline for request) to allow a party to request a hearing within sixty (60) calendar days from the effective date of the passage of an ordinance adopting a reassessment roll; correcting errors in section 5 (Reassessment required), section 11 (Disbursement of reassessments), subsection 15.1 (Reassessment amount); providing for repeal of conflicting ordinances; for recording of ordinance; for severability; for compliance with open meetings law; for an effective date; and adopting such other findings and provisions related hereto. ~ *Ken Johnson, City Attorney*

 [Attachments](#)

8. Approve a purchase order in an amount not to exceed \$55,356.44 to WATSON FURNITURE GROUP, INC., d/b/a WATSON DISPATCH, Poulsbo, Washington, for the purchase of four (4) Mercury Dispatch Consoles through Houston-Galveston Area Council (HGAC Buy Contract # EC07-14) for the Police Department's Communications Division. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

9. Approve an agreement for professional services in an amount not to exceed \$74,490.00 between the City and THE NATELSON DALE GROUP, INC., for a Strategic Plan & Target Market Study projecting the next five years of economic development. ~ *Diana Blank-Torres, Director of Economic Development*

 [Attachments](#)

10. Approve a site access agreement with DALLAS MTA, L.P., Bedminster, New Jersey, d/b/a VERIZON WIRELESS, to allow for environmental testing and sampling on City property located at 1401 Dacy Lane (elevated water storage tank) for the placement, maintenance and use of a communications facility.
~ Harper Wilder, Director of Public Works

 [Attachments](#)

11. Approve a 5-year lease agreement with DALLAS MTA, L.P., d/b/a VERIZON WIRELESS, for the installation and maintenance of telecommunications equipment and appurtenances at the City's Dacy Lane elevated water storage tank site, and the use of certain rights-of-way for purposes of access to the same site in exchange for payments to the City in an initial monthly amount of \$1,800.00.
~ Harper Wilder, Director of Public Works

 [Attachments](#)

VII. Consider and Possible Action

12. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 10.111 acres of land from Single Family Residential -1 "R-1-1" to a Planned Unit Development (PUD) Overlay District with a base zoning designation of Single Family Attached / Detached District "R-1-A" on property located on the east side of Lehman Road (CR 204), north side of East RR 150, adjacent on the north side of Brookside PUD, in Hays County, Texas. (Walton Texas LP - Z-14-016) ~ Debbie Guerra, Planning Technician

Planning and Zoning Commission voted 3-1 for approval

PUBLIC HEARING

 [Attachments](#)

13. Approve a resolution of the City Council of Kyle, Texas, authorizing the submission of grant application to the Selective Traffic Enforcement Program (STEP) of the Texas Department of Transportation in an amount not to exceed \$50,000.00 for the purpose of funding a selective traffic enforcement program for fiscal year 2015-2016; authorizing and providing matching funds in an amount not to exceed twenty percent (20%) of the total project cost from the Kyle Police Department's approved budget for fiscal year 2015-2016; agreeing and assuring that in the event of loss or misuse of said grant funds, the city will return the total amount of funds to the Traffic Operations Division of the Texas Department of Transportation; authorizing the mayor to apply for, accept, reject, alter or terminate the grant on behalf of the city council. ~ Joshua Moreno, Grants Administrator

 [Attachments](#)

14. Resolution expressing support of City of Kyle, Texas, for legislation amending an

 [Attachments](#)

VIII. General Discussion

15. Discussion only regarding council requests for future agenda items.

 [Attachments](#)

IX. City Managers Report

16. Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ James R. Earp, Assistant City Manager

 [Attachments](#)

X. ADJOURN

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

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



CITY OF KYLE, TEXAS

Minutes-City Council Regular
Meeting - December 16, 2014 ~
Amelia Sanchez, City Secretary

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - December 16, 2014 ~ *Amelia Sanchez, City Secretary*

Other Information:

Legal Notes:

Budget Information:

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[City Council Regular Meeting 12-16-2014](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on December 16, 2014 at 7:00 p.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster
Mayor Pro Tem Diane Hervol
Council Member Selbera
Council Member David Wilson
James Earp, Interim City Manager
Ken Johnson, City Attorney
Manny De La Rosa, Director of Planning
Leon Barba, City Engineer
Robert Olvera, IT
Chief Jeff Barnett, Kyle PD

CALL MEETING TO ORDER

Mayor Webster called the meeting to order at 7:01p.m.

ROLL CALL

Mayor Webster called for roll call. Present were Mayor Webster, Mayor Pro Tem Hervol, Council Member Selbera, Council Member Wilson.

Mayor Webster stated he had been contacted by Council Member LeMense informing him that she had the flu and would not be attending the meeting.

Council Member Selbera moved to excuse Council Member LeMense. Council Member Wilson seconds the motion. All aye. Motion carried.

APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING – DECEMBER 2 2014 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Mayor Pro Tem Hervol moved to approve the minutes of the City Council Regular Meeting of December 2, 2014. Mayor Webster seconds the motion. All aye. Motion carried 4-0.

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.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Mayor Webster opened the Citizens Comments at 7:03 p.m. Chief Barnett stated he was recognizing a Kyle citizen for his efforts in the Blue Santa program, and asked 6 year old Eli Housman and family to come forward. Chief Barnett stated that Eli had begun working on the project eleven months ago and had donated \$100.00 to Blue Santa. Donnie O’Neal with JKB Construction spoke and stated his was doing underground utilities for a the project called Kyle 47, for D R Horton Homes, which included the paving, water, wastewater and detention ponds for new subdivisions. He stated that in August of this year he had applied for a water meter, paid the deposit, and that the first bill was over \$12,000.00. He stated he had never gotten a water bill that high anywhere he had worked before and in the process of trying to find out what was going on he had incurred a penalty of \$1234.29. He stated the bill was paid but a penalty added on top of that penalty making the bill now \$1539.49 and everything has been paid in full and was told he needed to come before Council for a penalty abatement. Mayor Webster told Mr. O’Neal to contact the City Manager James Earp to try to resolve this problem. With no one else wishing to speak Mayor Webster closed Citizens Comments at 7:10 p.m.

PRESENTATION

Pedernales Electric Cooperative's update. ~ *Dr. Patrick Cox, PEC Board President, and CEO John D. Hewa*

Dr. Patrick Cox, PEC Board President, and CEO John D. Hewa provided Council with a presentation on rates, reliability and member services and their operations and completed projects in Kyle.

APPOINTMENTS

CONSIDER NOMINATION AND APPOINTMENT OF REPRESENTATIVES FOR THE CITY OF KYLE TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS GENERAL ASSEMBLY.

Mayor Webster moved to appoint Shane Arabie as representative to the Capital Area Council of Governments. All aye. Motion carried 4-0.

Mayor Webster moved to appoint David Wilson as representative to the Capital Area Council of Governments. Council Member Selbera seconds the motion. All aye. Motion carried 4-0.

With no second on the initial motion, Mayor Webster restates appointment of Shane Arabie as representative to the Capital Area Council of Governments. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

CONSENT AGENDA

APPROVE CONTRACT SUPPLEMENT NO. 2 WITH FREESE & NICHOLS, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$47,846.00 UNDER THE BURLESON ROAD BOND PROJECT, FOR THE PURPOSE OF CONDUCTING A REGIONAL DRAINAGE STUDY FOR AREAS CONTRIBUTING RUNOFF TO N. BURLESON ROAD AND THE CITY'S OPEN CHANNEL IN THE VICINITY OF ST. ANTHONY'S STREET. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVE CONTRACT SUPPLEMENT NO. 2 WITH LJA ENGINEERING, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$168,910.00 FOR THE PURPOSE OF PROVIDING RIGHT-OF-WAY SERVICES AND DOCUMENTATION FOR ACQUIRING AN ESTIMATED 12 PARCELS ALONG BUNTON CREEK ROAD FROM IH 35 EAST FRONTAGE ROAD TO LEHMAN ROAD. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVE WORK AUTHORIZATION NO. 1 WITH NEPTUNE-WILKINSON & ASSOCIATES, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$21,129.00 FOR ADDITIONAL ENGINEERING SERVICES TO COMPLETE THE DEVELOPMENT OF PLANS, ESTIMATES, BID SPECIFICATIONS AND BIDDING AND CONSTRUCTION PHASES FOR THE BUNTON CREEK INTERCEPTOR PHASE 3.1 PROJECT. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVE A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR OPERATION AND MAINTENANCE WITHIN THE WINDMILL CENTER SUBDIVISION. ~ *LEON BARBA, P.E., CITY ENGINEER*

APPROVE A RESOLUTION ACCEPTING POST OAK SUBDIVISION PHASE 5B SUBDIVISION IMPROVEMENTS. ~ *LEON BARBA, P.E., CITY ENGINEER*

Council Member Wilson moved to approve Consent Agenda items #4 ~ Approve contract supplement No. 2 with FREESE & NICHOLS, INC., Austin, Texas, in an amount not to exceed \$47,846.00 under the Burleson Road Bond Project, for the purpose of conducting a regional drainage study for areas contributing runoff to N. Burleson Road and the city's open channel in the vicinity of St. Anthony's street; #5 ~ Approve contract supplement No. 2 with LJA ENGINEERING, INC., Austin, Texas, in an amount not to exceed \$168,910.00 for the purpose of providing right-of-way services and documentation for acquiring an estimated 12 parcels along Bunton Creek Road from IH 35 East Frontage Road to Lehman Road; #6 ~ Approve work authorization No. 1 with NEPTUNE-WILKINSON & ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$21,129.00 for additional engineering services to complete the development of plans, estimates, bid specifications and bidding and construction phases for the Bunton Creek Interceptor Phase 3.1 Project; #7 ~ Approve a resolution accepting the public improvements for operation and maintenance within the Windmill Center Subdivision; #8 ~ Approve a resolution

accepting Post Oak Subdivision Phase 5B Subdivision Improvements. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 4-0.

CITY COUNCIL REGULAR MEETING

December 16, 2014 – Page 4

Kyle City Hall

CONSIDER AND POSSIBLE ACTION

(FIRST READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 126.41 ACRES OF LAND FROM 'AG' AGRICULTURE TO 'R-1-2' SINGLE FAMILY RESIDENTIAL-2, ON PROPERTY LOCATED AT 1838 E. RR150, IN HAYS COUNTY, TEXAS. (KALOGRIDIS & KALOGRIDIS DEVELOPMENT LLC - Z-14-015) ~ *MANUEL DE LA ROSA, DIRECTOR OF PLANNING*

Planning and Zoning Commission voted 7-0 for approval

PUBLIC HEARING

Mayor Webster opened the Public Hearing at 7:29 p.m. to hear comments on *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 126.41 acres of land from 'AG' Agriculture to 'R-1-2' Single Family Residential-2, on property located at 1838 E. RR150, in Hays County, Texas. With no one wishing to speak Mayor Webster closed the Public Hearing at 7:30 p.m.

Mayor Pro Tem Hervol moved to approve *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 126.41 acres of land from 'AG' Agriculture to 'R-1-2' Single Family Residential-2, on property located at 1838 E. RR150, in Hays County, Texas. Council Member Selbera seconds the motion. All aye. Motion carried 4-0.

(FIRST READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) ARTICLE II (PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS), SEC. 9(B) AND 9(C)(3), OF THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO. ~ *MANUEL DE LA ROSA, DIRECTOR OF PLANNING*

Mayor Webster opened the Public Hearing at 7:31 p.m. to hear comments on *(First Reading)* An ordinance amending Chapter 53 (Zoning) Article II (PUD Districts: Regulations and Performance Standards), Sec. 9(B) and 9(C)(3), of the Code of Ordinances of the City of Kyle, Texas. With no one wishing to speak Mayor Webster closed the Public Hearing at 7:31.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Mayor Pro Tem Hervol moved to approve (*First Reading*) An ordinance amending Chapter 53 (Zoning) Article II (PUD Districts: Regulations and Performance Standards), Sec. 9(B) and 9(C)(3), of the Code of Ordinances of the City of Kyle, Texas. Council Member Wilson seconds the motion. All aye. Motion carried 4-0.

(*FIRST READING*) AN AMENDMENT TO ORDINANCE NO. 814 (REASSESSMENT ORDINANCE) AMENDING SECTION 2 (DEFINITIONS) BY REDEFINING “PARTIES” TO ELIMINATE “CLAIMANTS”; AMENDING SUBSECTION 9.3 (PRESUMPTION OF ROLL’S ACCURACY) TO ELIMINATE ALL REFERENCES TO "CITY COUNCIL"; REPEALING SUBSECTION 10.11 (OTHER GROUNDS FOR A HEARING); AMENDING SUBSECTION 10.12 (DEADLINE FOR REQUEST) TO ALLOW A PARTY TO REQUEST A HEARING WITHIN SIXTY (60) CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE PASSAGE OF AN ORDINANCE ADOPTING A REASSESSMENT ROLL; CORRECTING ERRORS IN SECTION 5 (REASSESSMENT REQUIRED), SECTION 11 (DISBURSEMENT OF REASSESSMENTS), SUBSECTION 15.1 (REASSESSMENT AMOUNT); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; FOR RECORDING OF ORDINANCE; FOR SEVERABILITY; FOR COMPLIANCE WITH OPEN MEETINGS LAW; FOR AN EFFECTIVE DATE; AND ADOPTING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO. ~ *KEN JOHNSON, CITY ATTORNEY*

Council Member Wilson moved to approve (*First Reading*) An amendment to Ordinance No. 814 (Reassessment Ordinance) amending section 2 (Definitions) by redefining “parties” to eliminate “claimants”; amending subsection 9.3 (Presumption of roll’s accuracy) to eliminate all references to "city council"; repealing subsection 10.11 (Other grounds for a hearing); amending subsection 10.12 (Deadline for request) to allow a party to request a hearing within sixty (60) calendar days from the effective date of the passage of an ordinance adopting a reassessment roll; correcting errors in section 5 (Reassessment required), section 11 (Disbursement of reassessments), subsection 15.1 (Reassessment amount); providing for repeal of conflicting ordinances; for recording of ordinance; for severability; for compliance with open meetings law; for an effective date; and adopting such other findings and provisions related hereto. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 4-0.

APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SEPARATE AGREEMENTS WITH THE FOLLOWING FIVE FIRMS TO PROVIDE CONSULTING SERVICES FOR GENERAL CIVIL ENGINEERING PROJECTS FOR ALL CITY DEPARTMENTS: K FRIESE AND ASSOCIATES, AUSTIN, TEXAS; LOCKWOOD, ANDREWS AND NEWNAM, INC., SAN MARCOS, TEXAS; NEPTUNE-WILKINSON ASSOCIATES, INC., AUSTIN, TEXAS; LJA ENGINEERING, INC., AUSTIN, TEXAS; AND HDR ENGINEERING, INC., AUSTIN, TEXAS; PROVIDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC IN COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING AN EFFECTIVE DATE; MAKING

FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS HEREIN. ~ *LEON BARBA, P.E., CITY ENGINEER*

CITY COUNCIL REGULAR MEETING

December 16, 2014 – Page 6

Kyle City Hall

Council Member Wilson moved to Approve a resolution authorizing the mayor to execute separate agreements with the following five firms to provide consulting services for general civil engineering projects for all city departments: K Friese and Associates, Austin, Texas; Lockwood, Andrews and Newnam, Inc., San Marcos, Texas; Neptune-Wilkinson Associates, Inc., Austin, Texas; LJA Engineering, Inc., Austin, Texas; and HDR Engineering, Inc., Austin, Texas. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 4-0.

DISCUSS AND CONSIDER TAKING POSSIBLE ACTION TO APPROVE A RETAIL WATER AND WASTEWATER SERVICES AGREEMENT BETWEEN THE CITY AND LASALLE HOLDINGS, LTD., FOR THE PURPOSE OF THE CITY PROVIDING WATER AND WASTEWATER SERVICES TO CUSTOMERS WITHIN LASALLE MUNICIPAL UTILITY DISTRICTS 1 THROUGH 5. ~ *JAMES R. EARP, ACTING CITY MANAGER*

Council Member Wilson moved to approve a retail water and wastewater services agreement between the city and LaSalle Holdings, Ltd., for the purpose of the city providing water and wastewater services to customers within LaSalle Municipal Utility Districts 1 through 5. Council Member Selbera seconds the motion. Mayor Pro Tem Hervol asked for an amendment to section 3.01 removing the word leased. Council Member Wilson amends the motion to include taking out the word leased. Council Member Selbera agrees to the amendment. All aye. Motion carried 4-0.

DISCUSS AND TAKE POSSIBLE ACTION TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND PLUM CREEK DEVELOPERS, LLC, FOR THE EXTENSION OF MARKETPLACE AVENUE. ~ *JAMES R. EARP, ACTING CITY MANAGER*

Discussion item only no action taken.

GENERAL DISCUSSION

Discussion only regarding council requests for future agenda items.

Council Member Wilson stated he had a request for a future agenda item regarding sales tax and where that money was being sent and discussing with the comptroller how the money is split. Mayor Webster stated he wanted to bring the appointing a Charter Review Commission back for discussion, and also wanted to add introduction of the new City Manager by the Kilgore Mayor to the next agenda.

CITY MANAGERS REPORT

CITY COUNCIL REGULAR MEETING

December 16, 2014 – Page 7

Kyle City Hall

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

1. A detailed report is attached listing all payments processed totaling \$15,000 or less during the month of November 2014.
2. Staff findings regarding erection of stop sign.

Interim City Manager James Earp stated a detailed report of all payments processed in their packets, and discussed the findings regarding erecting a stop sign on Meyer and Blanco requested by Council Member Wilson. He stated that the city engineer and staff had conducted a traffic analysis and that the analysis did not support the installation of a stop sign, and also reported to Council the work that was done on the drainage ditch in the Jose addition across for St. Anthony's church.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SEC. 551.087 (DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS) AND SEC. 551.071(2) (CONSULTATION WITH ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOV'T CODE) TO DELIBERATE TO TAKE POSSIBLE ACTION TO OFFER A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT THAT THE CITY COUNCIL SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE CITY COUNCIL.

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T CODE SEC. 551.071 ("CONSULTATION WITH ATTORNEY") TO DISCUSS AND TAKE POSSIBLE ACTION REGARDING POSSIBLE SETTLEMENT WITH SOS ALLIANCE, INC. AND THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT AND/OR ITS GENERAL MANAGER TO RESOLVE THE MATTER *IN RE THE CITY OF KYLE'S APPLICATIONS FOR PUMPAGE AND TRANSPORT PERMITS* PENDING BEFORE THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT ON REMAND FROM THE AUSTIN COURT OF APPEALS IN *SOS ALLIANCE, INC. V. CITY OF KYLE, BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT AND ITS DIRECTORS IN THEIR RESPECTIVE OFFICIAL CAPACITIES* (APPELLATE CAUSE NO. 03-13-00271-CV; TRIAL COURT CAUSE NO. 10-1267).

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Council Member Wilson moved to Convene into executive session at 9:14 p.m. pursuant to Sec. 551.087 (Deliberation Regarding Economic Development Negotiations) and Sec. 551.071(2) (Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Gov't Code) to deliberate to take possible action to offer a financial or other incentive to a business prospect that the city council seeks to have locate, stay, or expand in or near the territory of the city council **and** Convene into executive session pursuant to Tex. Gov't Code Sec. 551.071 ("Consultation with Attorney") to discuss and take possible action regarding possible settlement with SOS Alliance, Inc. and the Barton Springs/Edwards Aquifer Conservation District and/or its General Manager to resolve the matter *In re the City of Kyle's Applications for Pumpage and Transport Permits* pending before the Barton Springs/Edwards Aquifer Conservation District on remand from the Austin Court of Appeals in *SOS Alliance, Inc. v. City of Kyle, Barton Springs/Edwards Aquifer Conservation District and Its Directors in their respective official capacities* (Appellate Cause No. 03-13-00271-CV; Trial Court Cause No. 10-1267. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 4-0.

RECONVENE INTO REGULAR SESSION TO DISCUSS AND TAKE POSSIBLE ACTION TO OFFER A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT THAT THE CITY COUNCIL SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE CITY COUNCIL

Mayor Pro Tem Hervol moved to Reconvene into regular session at 10:21 p.m. to discuss and take possible action to offer a financial or other incentive to a business prospect that the city council seeks to have locate, stay, or expand in or near the territory of the city council.

Mayor Pro Tem Hervol stated no action was taken during Executive Session on item # 18 but action would be taken now.

Mayor Pro Tem Hervol moved that the city enter into a development agreement with RR HPI LP. Council Member Selbera seconds the motion. All aye. Motion carried 4-0.

RECONVENE INTO REGULAR SESSION TO DISCUSS AND TAKE POSSIBLE ACTION REGARDING POSSIBLE SETTLEMENT WITH SOS ALLIANCE, INC. AND THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT AND/OR ITS GENERAL MANAGER TO RESOLVE THE MATTER *IN RE THE CITY OF KYLE'S APPLICATIONS FOR PUMPAGE AND TRANSPORT PERMITS* PENDING BEFORE THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT ON REMAND FROM THE AUSTIN COURT OF APPEALS IN *SOS ALLIANCE, INC. V. CITY OF KYLE, BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT AND ITS DIRECTORS IN THEIR RESPECTIVE OFFICIAL CAPACITIES* (APPELLATE CAUSE NO. 03-13-00271-CV; TRIAL COURT CAUSE NO. 10-1267).

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Mayor Pro Tem Hervol moved to Reconvene into regular session at 10:21 to discuss and take possible action regarding possible settlement with SOS Alliance, Inc. and the Barton Springs/Edwards Aquifer Conservation District and/or its General Manager to resolve the matter *In re the City of Kyle's Applications for Pumpage and Transport Permits* pending before the Barton Springs/Edwards Aquifer Conservation District on remand from the Austin Court of Appeals in *SOS Alliance, Inc. v. City of Kyle, Barton Springs/Edwards Aquifer Conservation District and Its Directors in their respective official capacities* (Appellate Cause No. 03-13-00271-CV; Trial Court Cause No. 10-1267). Council Member Selbera seconds the motion. All aye. Motion carried 4-0.

Mayor Pro Tem Hervol stated no action was taken during Executive Session but action would be taken now.

Mayor Pro Tem Hervol moved to delegate authority to Mayor Webster to execute the settlement agreement in the SOS Alliance lawsuit. Council Member Selbera seconds the motion. All aye. Motion carried 4-0.

ADJOURN

With no further business to discuss, Mayor Pro Tem Hervol moves to adjourn. Council Member Selbera seconds the motion. All votes aye. Motion carried 4-0.

The City Council meeting adjourned at 10:24 p.m.

R. Todd Webster, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Introduction of new City Manager

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Introduction of new City Manager Scott Sellers by City of Kyle Mayor R. Todd Webster. ~ *R. Todd Webster, Mayor*

Other Information:

Legal Notes:

Budget Information:

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Attachments / click to download



CITY OF KYLE, TEXAS

Confirm Appointment to Civil Service Commission

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Confirm mayor's appointment to the Civil Service Commission ~ *R. Todd Webster, Mayor*

Pete Krug - Reappointment to second three-year term

Other Information:

Legal Notes: The Charter at Article IV, The Authority and Limitations of the City Council, Sec. 4.01. - Mayor, directs that the "mayor shall . . . recommend appointees for the boards and commissions. . . ." This provision would govern appointment to the civil service *commission*.

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Site Plan - Vista at Plum Creek Phase II

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a site plan for Vista at Plum Creek Phase II (SD-14-021) 7.42 acres; 1 Lot located at the southeast corner of Sampson and Cromwell Drive. ~ *Debbie Guerra, Planning Technician*

Other Information: Please see attachments

Legal Notes:

Budget Information: N/A

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


Attachments / click to download

[Site Plan](#)

[Memo](#)

MEMORANDUM

TO: Mayor and Members of Council

FROM: Manuel De La Rosa, Director of Planning 

DATE: December 29, 2014

SUBJECT: Vista at Plum Creek Phase II – Site Plan (SD-14-021)

Site Information

The subject property is located in the Plum Creek Planned Unit Development (PUD) District and in accordance with the zoning ordinance for this PUD, site plans are to be considered by the Planning and Zoning Commission and a recommendation made to the City Council for their consideration.

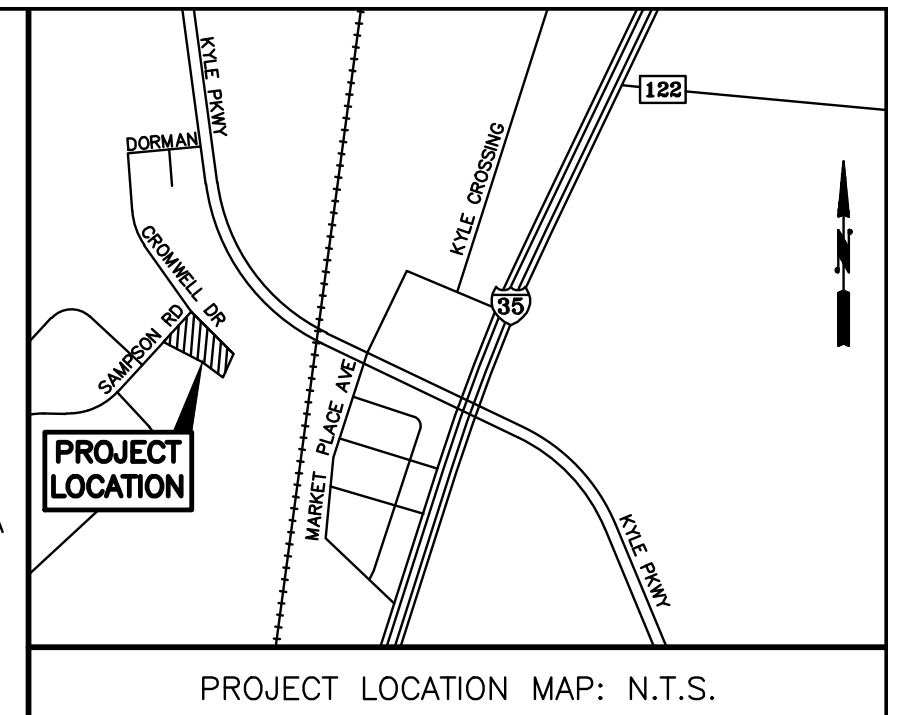
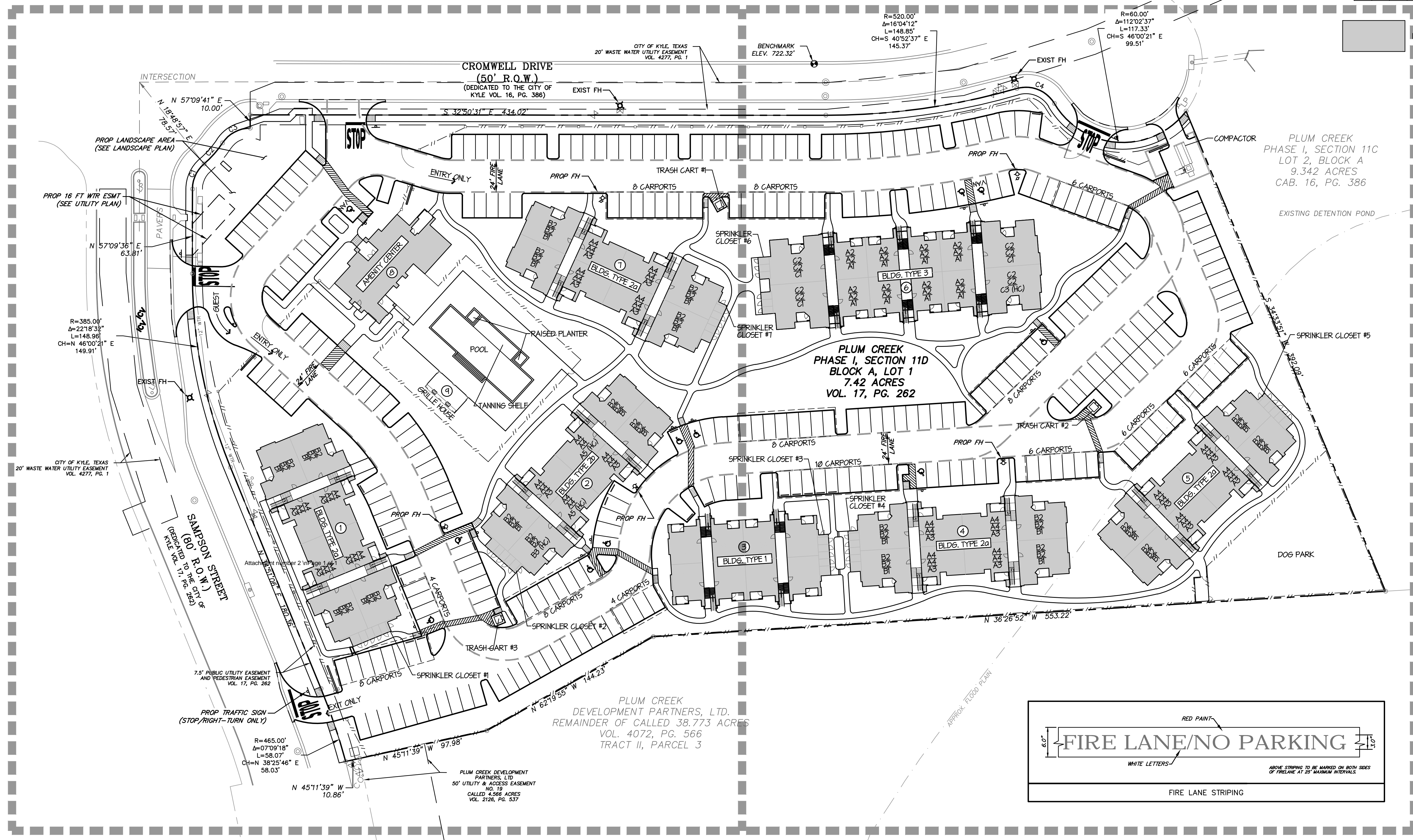
The property is located at the southeast corner of Sampson and Cromwell Drive. The property is comprised of 7.42 acres and is a single lot that will be comprised of apartments.

Recommendation

The Planning and Zoning Commission considered the matter at the December 23rd, 2014 meeting and voted 4-0 in favor of recommending approval of the plat since it meets all relevant City Codes and the Plum Creek property owner's association has also given approval.

SHEET 1

SHEET 2



FLOODPLAIN INFORMATION :

MOST OF THIS TRACT LIES IN ZONE "X" (UNSHADED), DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (OUTSIDE THE 100-YEAR AND THE 500-YEAR FLOODPLAIN). A PORTION OF THE TRACT IS CONTAINED IN ZONE "AE", DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% CHANCE FLOOD (100-YEAR FLOOD), WITH A BASE FLOOD ELEVATION OF 708 FT., ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, MAP NUMBER 48209C0290F, COMMUNITY PANEL NUMBER 48110B 0290F, LATEST AVAILABLE PUBLISHED REVISION, DATED SEPTEMBER 2, 2005.

NOTE: OWNER WILL SUBMIT LOWR-F TO REMOVE FLOOD PLAN FROM PROPERTY.

BENCHMARK NOTE :

BEARINGS AND COORDINATES REFER TO NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) AS OBTAINED BY GPS OBSERVATIONS AND CAN BE CONVERTED FROM SURFACE COORDINATES TO GRID COORDINATES BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR. (0.99903155).

B.M. MAG-NAIL SET ON THE SOUTHWEST CORNER OF A CONCRETE TRANSFORMER PAD, AT THE SOUTHERN CORNER OF LOT 1, BLOCK A, PLUM CREEK PHASE I, SECTION 11B, VANTAGE AT PLUM CREEK, RECORDED IN CABINET 15, PAGE 136-137, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ELEVATION = 722.32'

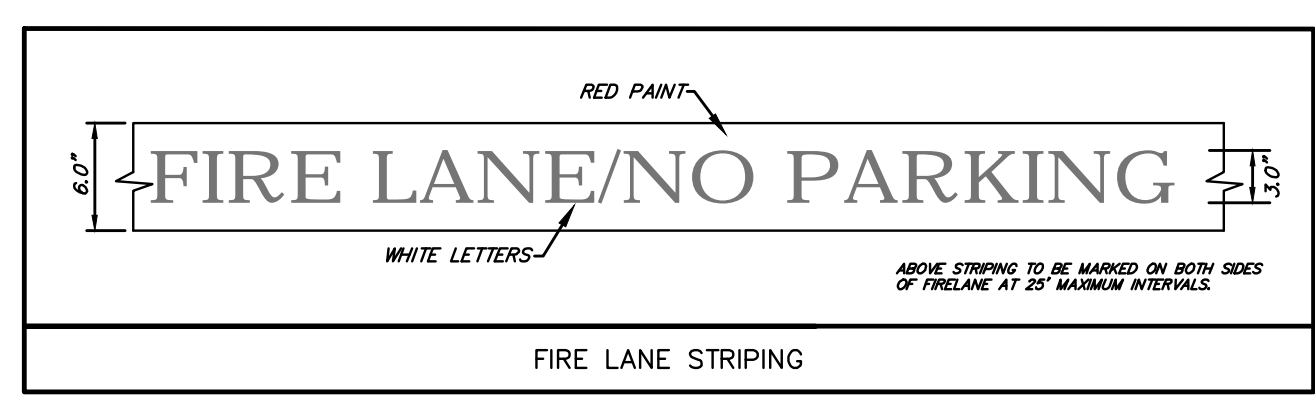
LEGAL DESCRIPTION :

BING A TRACT OR PARCEL CONTAINING 7.422 ACRES OF LAND CALLED LOT 1, BLOCK A, OF THE PLUM CREEK PHASE I, SECTION 11D SUBDIVISION, AS RECORDED IN VOL. 17, PG. 262 OF THE O.P.R.H.C., TEXAS.

LEGEND

- 24 FT WIDE FIRE LANE ACCESS WITH 25' (MIN.) INSIDE RADIUS AND 50' (MIN.) OUTSIDE RADIUS (GRAPHIC ILLUSTRATION ONLY. ACTUAL LOCATION OF PAINT STRIPE TO BE COORDINATED WITH FIRE MARSHAL.)
- APARTMENT PERIMETER FENCE

- IMPORTANT NOTES:**
1. ANY ON/OFF-SITE AREAS DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO EXISTING CONDITIONS.
 2. ANY CHANGES TO PLANS MUST BE APPROVED THROUGH PLUM CREEK ARCHITECTURAL REVIEW COMMITTEE.
 3. SITE IMPROVEMENTS AND MAINTENANCE SHALL COMPLY WITH DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLUM CREEK COMMERCIAL PROPERTIES.
 4. DESIGNATED NO-PARKING FIRE LANE WITH CURB PAINTED RED AND WHITE STENCIL IN "FIRE LANE/NO PARKING" IN LETTERING THREE INCHES IN HEIGHT IN PROXIMITY TO COMMERCIAL AND PUBLIC STRUCTURES. SEE DETAIL ON THIS SHEET.
 5. THE CONTRACTOR SHALL PROVIDE COMPACTED FLEXIBLE BASE PAVEMENT PRIOR TO CONSTRUCTION OF COMBUSTIBLE MATERIALS AS AN "ALL WEATHER DRIVING SURFACE".



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	21.58'	49°28'02"	S 81°53'21" W	20.92'
C2	75.00'	21.07'	16°05'44"	S 81°25'42" E	21.00'
C3	25.00'	24.71'	56°38'26"	N 61°09'31" W	23.72'
C4	25.00'	32.90'	75°24'38"	N 11°12'38" W	30.58'

PROJECT SUMMARY:

Apartments:

Type	Description	Area	Qty.
A1	One Bedroom, 1 Bath (1st Floor)	628 s.f.	16
A2	One Bedroom, 1 Bath (2nd & 3rd Floor)	628 s.f.	32
A3	One Bedroom, 1 Bath (1st Floor)	734 s.f.	18
A4	One Bedroom, 1 Bath (2nd & 3rd Floor)	734 s.f.	40
A5	One Bedroom, 1 Bath (1st Flr. H.C.)	734 s.f.	2
Total One Bedroom Units			108 Units

B1	Two Bedroom, 2 Bath (1st Floor)	1,033 s.f.	19
B2	Two Bedroom, 2 Bath (2nd & 3rd Floor)	1,033 s.f.	40
B3	Two Bedroom, 2 Bath (1st Flr. H.C.)	1,033 s.f.	1
Total Two Bedroom Units			60 Units

C1	Three Bedroom, 2 Bath (1st Floor)	1,213 s.f.	3
C2	Three Bedroom, 2 Bath (2nd Floor)	1,213 s.f.	8
C3	Three Bedroom, 2 Bath (1st Flr. H.C.)	1,213 s.f.	1
Total Three Bedroom Units			12 Units

Total Units	180 Units
Amenity Center	2,948 s.f.
Total Square Footage	151,442 s.f.

Parking:

Parking Required:		
108 One Bedroom Units @ 15 cars/unit =	1,620	162 cars
60 Two Bedroom Units @ 20 cars/unit =	1,200	120 cars
12 Three Bedroom Units @ 25 cars/unit =	300	30 cars
Total Required Parking	3,120	312 cars

	VAN Accessible	H.C. Accessible	Standard	Total
Parking Provided:				
Carports	0	3	87	90 cars
Open Parking (secured)	1	6	195	202 cars
Amenity Parking (non-secured)	1	0	19	20 cars
Total Required Parking	2	9	301	312 cars

REV. NO.	DESCRIPTION	DATE	APP.

VISTA AT PLUM CREEK KYLE, TX

OVERALL SITE PLAN

TERRA ASSOCIATES, INC.
CONSULTING ENGINEERS
404 E. RAMSEY RD., STE. 104
SAN ANTONIO, TEXAS 78216
PHONE: 210-298-1600
EMAIL: BOS@terraassoc.com
TBPE Registration No.: F-003832

DRAWN BY: JCM	SCALE: 1" = 40'	PROJECT No. 0006-1401
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CHECKED BY: WOS	DATE: 11/20/2014	SHEET
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FILE NAME: C4-OVERALL	PLOT SCALE: 1" = 1"	C4 OF 15
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CITY OF KYLE, TEXAS

(2nd Reading) - Ordinance - Kalogridis & Kalogridis Development - Zoning

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 126.41 acres of land from 'AG' Agriculture to 'R-1-2' Single Family Residential-2, on property located at 1838 E. RR150, in Hays County, Texas. (Kalogridis & Kalogridis Development LLC - Z-14-015) ~ *Debbie Guerra, Planning Technician*

Other Information: Please see attachments

Legal Notes:

Budget Information: N/A

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

Attachments / click to download

[Ordinance and Exhibits A & B](#)

[Letter of Opposition](#)

[staff memo](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 126.41 ACRES OF LAND FROM 'AG' AGRICULTURE TO 'R-1-2' SINGLE FAMILY RESIDENTIAL-2, ON PROPERTY LOCATED AT 1838 E. RR 150, IN HAYS COUNTY, TEXAS. (KALOGRIDIS & KALOGRIDIS DEVLEOPMENT LLC Z-14-015); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to assign original zoning to approximately 126.41 acres from 'AG' Agriculture to 'R-1-2' Single Family Residential-2, on property located at 1838 E. RR 150, and the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the ___ day of _____, 2014, at which a quorum was

present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2014, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2014.

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

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126.410 ac.
M.B. Atkinson Sur., A-21
William Hemphill Sur. A-221
R.T. Hughes Sur., A-237
James W. Williams Sur., A-473
Hays County, Texas

Project No. 06-788
Field Book 360 Sept 13

A DESCRIPTION OF A CERTAIN 126.410 ACRE TRACT OF LAND SITUATED IN HAYS COUNTY, TEXAS, ESTIMATED TO CONSIST OF: 66.31 ACRES OUT OF THE MILTON B. ATKINSON SUR., A-21; 58.94 ACRES OUT OF THE WILLIAM HEMPHILL SUR., A-221; 0.58 ACRES OUT OF THE R.T. HUGHES SUR., A-237; AND THE BALANCE BEING OUT OF THE JAMES W. WILLIAMS SUR., A-473

SAID 126.410 ACRE TRACT BEING THAT SAME LAND CONVEYED BY A.W. GREGG ET UX TO A.W. GREGG, JR., TRUSTEE BY WARRANTY DEED DATED FEBRUARY 1, 1971 RECORDED IN VOLUME 254 AT PAGE 365 OF THE HAYS COUNTY DEED RECORDS (THE CONTENTS OF THAT TRACT CONVEYED TO A.W. GREGG, JR., TRUSTEE, BEING RECITED AS 126.51 ACRES IN SAID DEED, BUT FINDING THE ACTUAL CONTENTS TO BE 126.41 ACRES BY RESURVEY), AND OF WHICH 126.410 ACRES, 0.436 ACRES LIES WITHIN THE RIGHT-OF-WAY OF HAYS COUNTY ROAD 158 AS FOUND PRESENTLY FENCED AND USED UPON THE GROUND;

BEING ALSO THAT SAME LAND CONVEYED BY L.A. FARRIS ET UX TO CLEMENS ARMBRUSTER AS DESCRIBED IN WARRANTY DEED DATED MARCH 1, 1951 RECORDED IN VOLUME 149 AT PAGE 228 HCDR;

AND SAID 126.410 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ACCORDING TO SURVEYS PERFORMED UPON THE GROUND THROUGH SEPTEMBER 19, 2006 UNDER THE DIRECTION OF KENT NEAL MCMILLAN, REGISTERED PROFESSIONAL LAND SURVEYOR, AS FOLLOWS:

Bearings of lines in the following description refer to **Grid North** of the Texas Coordinate System of 1983 (South Central Zone) as computed from GPS vectors;

Distances are **Horizontal Surface Distances** in units of US Survey Feet computed using a project average Combined Grid Factor of 0.999895
(Surface Distance = Grid Distance / 0.999895)

126.410 ac.

Exhibit "A"

Page 1

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In the following description, "Standard Rod and Cap" denotes a Punchmark on a 2 in. Aluminum Cap stamped "KENT MCMILLAN, SURVEYOR, RPLS 4341" (and numbered as noted) affixed to a 5/8 in. Iron Rod and

"Dixon Rod and Cap" denotes an Orange Plastic Cap imprinted "DIXON, RPLS 4324" affixed to a 1/2 in. Iron Rod;

Underlined Numbers in this description refer to the **Coordinate List**.

Coordinates in the following list are in **US Survey Feet** and refer to the **Texas Coordinate System of 1983 (South Central Zone), NAD83 (CORS96) Epoch 2002.0** as derived from L1/L2 GPS observations of more than 4 hrs. duration on each of three different days in September, 2006, processed using rapid orbits via the National Geodetic Survey's OPUS software and extended across the project by GPS and conventional methods adjusted in combination by least squares:

No.	N	E
34	13898509.770	2334280.090
79	13899867.222	2332872.713
81	13899147.034	2333625.764
98	13900507.477	2332363.443
111	13900105.120	2332747.596
601	13898769.012	2329345.656
602	13899668.924	2331936.191
605	13899215.714	2333552.303
606	13899215.551	2333552.666
608	13898663.736	2333019.059
609	13898617.885	2332974.621
610	13898571.953	2332930.236
611	13898525.790	2332885.694
612	13898479.929	2332841.200
613	13898433.876	2332796.756
614	13898387.827	2332752.278
615	13898342.093	2332707.622
626	13900050.234	2332690.321
627	13900254.799	2332492.395
629	13900255.156	2332492.210
632	13897920.549	2330240.864
633	13897576.693	2329923.291
634	13897550.650	2329912.773
635	13897525.667	2329919.142
638	13896529.550	2330966.348
639	13896531.972	2330957.642
643	13897899.503	2330261.829
647	13900049.975	2332690.052
650	13897909.844	2330250.932
651	13896524.781	2330950.688

126.410 ac.

Exhibit "A"

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652	13898137.510	2332510.199
653	13899216.274	2333553.365
654	13896531.561	2330957.244
655	13899198.431	2333536.111
656	13900452.455	2332305.427
657	13900256.756	2332492.445
658	13898310.541	2329828.690
659	13897910.261	2330229.674
660	13897544.111	2329886.246
662	13897919.941	2330240.292

BEGINNING at the top center of a Concrete Right-of-Way Marker 79 found on the Southwest line of the 80 ft. wide Right-of-Way of F.M. Highway 150 opposite Engineer's Centerline Station 111+44.9, same being at the Southeast end of a curve on the Southwest line of that certain 1.36 acre strip of land conveyed by Charlie F. Hitzfeld et ux to the State of Texas by Right-of-Way Deed dated February 18, 1947 recorded in Volume 137 at Page 273 of the Hays County Deed Records (HCDR), noting that from said Point:

- the Top Center of a Concrete Right-of-Way Marker 81 found on the Southwest line of the original 80 ft. wide Right-of-Way of F.M. 150 opposite Engineer's Centerline Station 121+86.4 bears S46°16'40"W, 1042.11 ft.
- 1) **THENCE** along the Southwest line of F.M. 150, same being the Southwest line of the above-mentioned 1.36 ac. strip conveyed by Hitzfeld to the State of Texas, and being also the true Northeast line of that certain 126.51 acre tract of land conveyed by Otto Armbruster et al to A.W. Gregg as described in Warranty Deed recorded in Volume 246 Page 796 HCDR, S46°16'40"E, 941.92 ft. to an Unmarked Point 653 at the intersection of the Southeast line of that certain 126.6 acre tract of land conveyed by Edward F. Reuss, Trustee, to Will Hill by Warranty Deed dated May 4, 1923 recorded in Volume 85 at Page 188 HCDR, Point 653 being the North corner of that certain 101.1435 acre tract of land conveyed by Wilna R. Ehrlich to Kyle Riverbend-Cottonwood Investments, L.C. as described in Warranty Deed dated June 24, 2002 recorded in Volume 2021 at Page 830 HCDR and a Point on the Southeast line of the former 126.6 acre Will Hill tract as determined by Charles R. Swart, RPLS, in 1999 (said line being evidenced upon the ground by an old Wire Fence), Point 653 being occupied by a Hackberry tree where the undersigned surveyor deemed it impractical to try to establish a survey marker, but referencing its position as follows:
- a 1/2 in. Iron Rod 605 found on the Northwest side of the base of a 9 in. Cedar Fence Corner Post bears S62°12'32"W, 1.20 ft., said Rod being taken for the "iron stake" placed by James E. Byrn, PE, in October, 1971 (but found to be somewhat erroneously located);
 - Point 606 at the center of the Base of a 9 in. Cedar Fence Corner Post bears S44°02'W, 1.01 ft., said Point being on the Southeast line of the former 126.6

126.410 ac.

Exhibit "A"

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acre Will Hill tract as determined by Charles R. Swart, RPLS, in 1999 as described in the deed to Kyle Riverbend-Cottonwood Investments, L.C. recorded in Volume 2021 at Page 830 HCDR

- a Standard Rod and Cap 655 set to mark a point on the Southeast line of the above-mentioned 126.6 acre Will Hill tract and true Southeast line of the A. W. Gregg tract bears S44°02'20"W, 24.82 ft.

and noting also that from Point 653:

- a Point 639 at the Center of the base of a 6-1/2 in. Pole Post with Tin Disc stamped "103" and 3/4 in. Round Tag stamped "C.R. SWART" bears S44°02'20"W, 3734.46 ft. (and from Point 639, a 2 in. Aluminum Cap 638 stamped "EHRlich, 1999, REFERENCE, MONUMENT, 93, CHARLES R. SWART, SURVEYOR", affixed to a 5/8 in. Iron Rod, bears S74°27'06"E, 9.04 ft.), Point 639 being the West corner of that certain 101.1435 acre tract of land conveyed by Wilna R. Ehrlich to Kyle Riverbend-Cottonwood Investments, L.C. as described in Warranty Deed dated June 24, 2002 recorded in Volume 2021 at Page 830 HCDR and a Point on the Southeast line of the former 126.6 acre Will Hill tract as determined by Charles R. Swart, RPLS, in 1999,

2) THENCE S44°02'20"W, along the recognized Southeast line of the former 126.6 acre Will Hill tract as evidenced by old wire fencing,

- at 24.82 ft. passing Standard Rod and Cap 655 set on line,
- at 768.70 ft. passing a Dixon Rod and Cap 608 found on line (approximately 1.0 ft. Northwest of old Wire Fence) marking the North corner of Lot 1 in Block I of WOODLANDS PART PHASE I REPLAT, a Subdivision according to the Plat recorded in Plat Book 11 at Pages 157-159 of the Hays County Plat Records,
- at 832.56 ft. passing a Dixon Rod and Cap 609 found 0.07 ft. Northwest of line (approximately 0.9 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 1 and 2 in said Block I,
- at 896.44 ft. passing a Dixon Rod and Cap 610 found 0.05 ft. Northwest of line (approximately 1.2 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 2 and 3 in Block I,
- at 960.60 ft. passing a Dixon Rod and Cap 611 found 0.02 ft. Southeast of line (approximately 1.1 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 3 and 4 in Block I,

126.410 ac.

Exhibit "A"

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- at 1024.50 ft. passing a Dixon Rod and Cap 612 found 0.08 ft. Northwest of line (approximately 1.2 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 4 and 5 in Block I,
- at 1088.51 ft. passing a Dixon Rod and Cap 613 found 0.02 ft. Northwest of line (approximately 0.9 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 5 and 6 in Block I,
- at 1152.54 ft. passing a Dixon Rod and Cap 614 found 0.02 ft. Southeast of line (approximately 1.1 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 6 and 7 in Block I,
- at 1216.46 ft. passing a Dixon Rod and Cap 615 found 0.29 ft. Northwest of line (approximately 1.2 ft. Northwest of old Wire Fence) marking the West corner of Lot 7 in Block I
- at 1500.80 ft. passing a Standard Rod and Cap 652 set on line,
- at 3734.46 ft. passing Point 639 at the Center of the base of a 6-1/2 in. Pole Post as described above,

in all for a total distance of 3735.03 ft. to a Standard Rod and Cap 654 set to mark the intersection of the Northeast line of Hays County Road 158 as presently fenced and used upon the ground, and from which Point:

- Standard Rod and Cap 635 set by a 6 in. Pole Post at Angle in Wire Fence to mark an Angle Point in said present road right-of-way as fenced bears N46°14'25"W, 1437.48 ft. (the Northeast and Southeast lines of Hays County Road 158 as found presently fenced and used upon the ground running from Standard Rod and Cap 654 to 635 to 634 to 633 to 650 as herein after described);
- 3) **THENCE S44°02'20"W, 9.43 ft.** to a Standard Rod and Cap 651 set (within the present right-of-way of Hays County Road 158 as fenced and used) to mark the South corner of the former 126.6 acre Will Hill tract and the South corner of the 126.51 acre tract conveyed to A.W. Gregg, Jr., Trustee;
 - 4) **THENCE** along the Southwest line of said 126.51 acre Gregg tract, same being the Southwest line of the former 126.6 acre Will Hill tract, N46°14'25"W, 1473.95 ft. to to an Unmarked Point 660 on the Asphalt Pavement of Hays County Road 158, said Point being in the reconstructed Position of a Fence Corner Post at the West corner of the former 126.6 acre Will Hill tract as reported by James E. Byrn, PE, in 1971 (Volume 246 Page 796 HCDR) and from which:

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- a 1/2 in. Iron Rod 659 found and taken for the "iron stake" set by Mr. Byrn to mark the Ell corner on the Northwest line of the 126.51 acre tract conveyed to A.W. Gregg bears N43°09'58"E, 502.06 ft. (Bryn's call of 505.26 ft. being considered to be in error)
 - a Standard Rod and Cap 633 set by a 6 in. Pole Post at Angle in Wire fence to mark an Angle point in the Right-of-way of Hays County Road 158 as presently fenced and used bears N48°40'06"E, 49.34 ft.
 - a Standard Rod and Cap 634 set by a 5 in. Pole Post at Angle in Wire fence to mark an Angle point in the Right-of-way of Hays County Road 158 as presently fenced and used bears N76°09'12"E, 27.32 ft.
 - a Standard Rod and Cap 635 set by a 6 in. Pole Post at Angle in Wire fence to mark an Angle point in the Right-of-way of Hays County Road 158 as presently fenced and used bears S60°43'17"E, 37.72 ft.
 - a 3/8 in. Spike 632 set in an old 5 in. Cedar Post leaning well off plumb bears N43°17'26"E, 517.22 ft., said Cedar Post being taken for the identical Cedar Post described as marking an Ell Corner on the Southwest line of that certain 126.6 acre tract of land conveyed by Edward F. Reuss, Trustee, to Will Hill by Warranty Deed dated May 4, 1923 recorded in Volume 85 at Page 188 HCDR;
- 5) **THENCE** along the Northwest line of the former Will Hill 126.6 ac. tract, N43°17'26"E, 516.38 ft. to an Unmarked Point 662 at the intersection of the Southwest line of that certain 33.30 ac. tract of land described in Contract of Sale and Purchase between the Veteran's Land Board of Texas and Freddie Lee Sturdivant, Purchaser, dated May 21, 1969 recorded in Volume 230 at Page 391 HCDR and from which Point 662:
- Spike 632 described above bears N43°17'26"E, 0.84 ft.
- 6) **THENCE** S46°29'59"E, along the Southwest line of the 33.30 acre Sturdivant tract, 14.67 ft. to a Point 650 set on the Northeasterly prolongation of the Southeast line of Hays County Road 158 as fenced, and from which:
- the above-mentioned Standard Rod and Cap 633 at an Angle Point on the Southeast line of Hays County Road 158 as fence bears S44°31'20"W, 467.32 ft.;
- 7) **THENCE** along the Southwest line of said 33.30 acre Freddie Lee Sturdivant tract, S46°29'59"E, 15.02 ft. to an old 3/4 in. Galvanized Iron Pipe 643 found, taken for the identical "iron stake" placed in February, 1969 by William F. Brooks, RPS, to

126.410 ac.

Exhibit "A"

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mark the South corner of that certain 151.50 acre tract of land conveyed by John Hancock Mutual Life Insurance Company to Alex B. Kercheville and W. A. Word by Deed recorded in Volume 124 at Page 58 HCDR and the South corner of the 33.30 acre Freddie Lee Sturdivant tract, and noting that from said Pipe 643:

- an old 1-1/4 in. Galvanized Iron Pipe 658 found marking the West corner of said 33.30 acre Sturdivant tract bears N46°29'59"W, 597.19 ft., said Pipe being taken for the identical "iron stake" placed by William F. Brooks, RPS in February, 1969;
 - the original West corner of the Albert Pace Sur. 55, A-367, an old Stone Mound found by the undersigned in September, 2001 (later destroyed by construction) bears S46°29'59"E, 20.00 ft.; N43°25'08"E, 5584.90 ft.; and S46°37'19"E, 2462.58 ft.;
 - the original Northerly Ell corner of the Milton B. Atkinson Sur. 10, A-21, a Standard Rod and Cap set to replace the rotten stub of a Cedar Stake in an old Stone Mound found bears S46°29'59"E, 20.00 ft.; N43°25'08"E, 5218.23 ft.; N46°34'52"W, 1626.71 ft.; and N43°25'08"E, 6961.18 ft.;
 - the Position of the original North corner of the William Hemphill Sur. 4, A-221, as reported by Hays County Surveyor B.C. Hardin in 1871 (located from the above corners of the Pace and Atkinson Surveys) bears S46°29'59"E, 20.00 ft.; N43°25'08"E, 5584.90 ft.;
- 8) **THENCE N43°25'08"E**, along the Northwest line of that certain tract of land conveyed by L.A. Farris et ux to Clemens Armbruster by Warranty Deed dated March 1, 1951 recorded in Volume 149 at Page 228 HCDR as the same was resurveyed and marked by William F. Brooks, RPS, in February, 1969,
- at 2436.31 ft. passing on line an old 1 in. Galvanized Iron Pipe 602 found (8 in. Up) on the Southwest side of the Corner Post of a Wire Fence (approximately 2.8 ft. Northwest of another Wire Fence), said Pipe being taken for the identical "iron stake" placed by Mr. Brooks to mark the East corner of the 33.30 acre Sturdivant tract on the Northwest line of the said Armbruster tract, said Pipe 602 marking also the South corner of that certain 37.99 acre tract of land conveyed by W.A. Word et ux and Alex B. Kercheville et ux to Henry Crew Armbruster and William M. Johnson by Warranty Deed dated May 12, 1969 recorded in Volume 230 at Page 402 HCDR and marking the South corner of that certain 5.99 acre tract of land conveyed by Rhonda Kay Sturdivant to J.D. Sturdivant by Special Warranty Deed dated March 12, 1969 recorded in Volume 1513 at Page 874 HCDR;

Bk Vol Pg
06029747 OPR 3022 92

in all for a total distance of 3245.69 ft. to an old 1 in. Galvanized Iron Pipe 657 (found leaning well off plumb and taken to have been disturbed) reset plumb on the Southwest line of the 80 ft. wide Right-of-way of F.M. 150 to mark a Point on the Southeast line of the former 151.50 acre Kercheville and Word tract described Volume 124 Page 58 HCDR as resurveyed and marked upon the ground by William F. Brooks, RPS, in February, 1969, same Pipe being taken for the identical "iron stake" placed by Mr. Brooks to mark the East corner of the above-mentioned 37.99 acre tract of land conveyed by Word and Kercheville to Armbruster and Johnson as described in Deed recorded in Volume 230 at Page 402 HCDR, and noting that from Pipe 657:

- an old 3/4 in. Galvanized Iron Pipe 656 found on the West side of a broken and leaning Concrete Right-of-way Marker on the Southwest line of the 80 ft. Right-of-way opposite Engineer's Centerline Station 103+32.1 bears N43°42'02"W, 270.72 ft.,
 - a Standard Rod and Cap 98 stamped "98, FD ROW CM" set by the undersigned in September, 2001 in the broken stub of a Concrete Right-of-way Marker on the Northeast line of F.M. 150 opposite Engineer's Centerline Station 103+32.1 bears N43°42'02"W, 270.72 ft. and N46°31'02"E, 79.97 ft.
 - a Point 629 at the center of the Base of a 9 in. leaning Cedar Fence Corner Post bears S8°20'W, 1.62 ft.;
 - a 1/2 in. Iron Rod 627 found on the Southeast side of the Base of the above Post bears S1°27'W, 1.96 ft., said Rod being taken for the "iron stake" placed by James E. Byrn, PE, in October, 1971 as described Volume 246 Page 796 HCDR (but found to be erroneously located);
- 9) **THENCE** along the Southwest line of F.M. 150, same being the Southwest line of that certain 1.36 acre strip of land conveyed by Charlie F. Hitzfeld et ux to the State of Texas by Right-of-Way Deed dated February 18, 1947 recorded in Volume 137 at Page 273 HCDR and the true Northeast line of the A.W. Gregg tract, **S43°42'02"E**, 286.05 ft. to a Standard Rod and Cap 647 set opposite Engineer's Centerline Station 108+88.2 to mark the beginning of a 5769.58 ft. radius curve, concave to the Northeast in the Southwest right-of-way line, and from said Rod and Cap 647:
- a 3/8 in. Steel Spike 626 set by the undersigned in September, 2001 in the center of the broken stub of a Concrete Right-of-way Marker bears N46°13'10"E, 0.37 ft.
 - the Top Center of a Concrete Right-of-way Marker 111 bears N46°13'10"E, 79.71 ft., and

Bk Vol Pg
06029747 OPR 3022 93

- the center of said curve bears N46°17'52"E, 5769.58 ft.;

10) **THENCE** along said 5769.58 ft. radius curve, in a Southeasterly direction for an arc distance of 258.44 ft., the chord of said arc bearing S44°59'08"E, 258.41 ft. to the **POINT OF BEGINNING;**

CONTAINING in all 126.41 acres of land within the above described metes and bounds as determined by this resurvey.

I, Kent Neal McMillan, a Registered Professional Land Surveyor, hereby certify that the above is a true and correct description of the results of an actual survey performed under my supervision on the ground, completed September 19, 2006.



Kent Neal McMillan

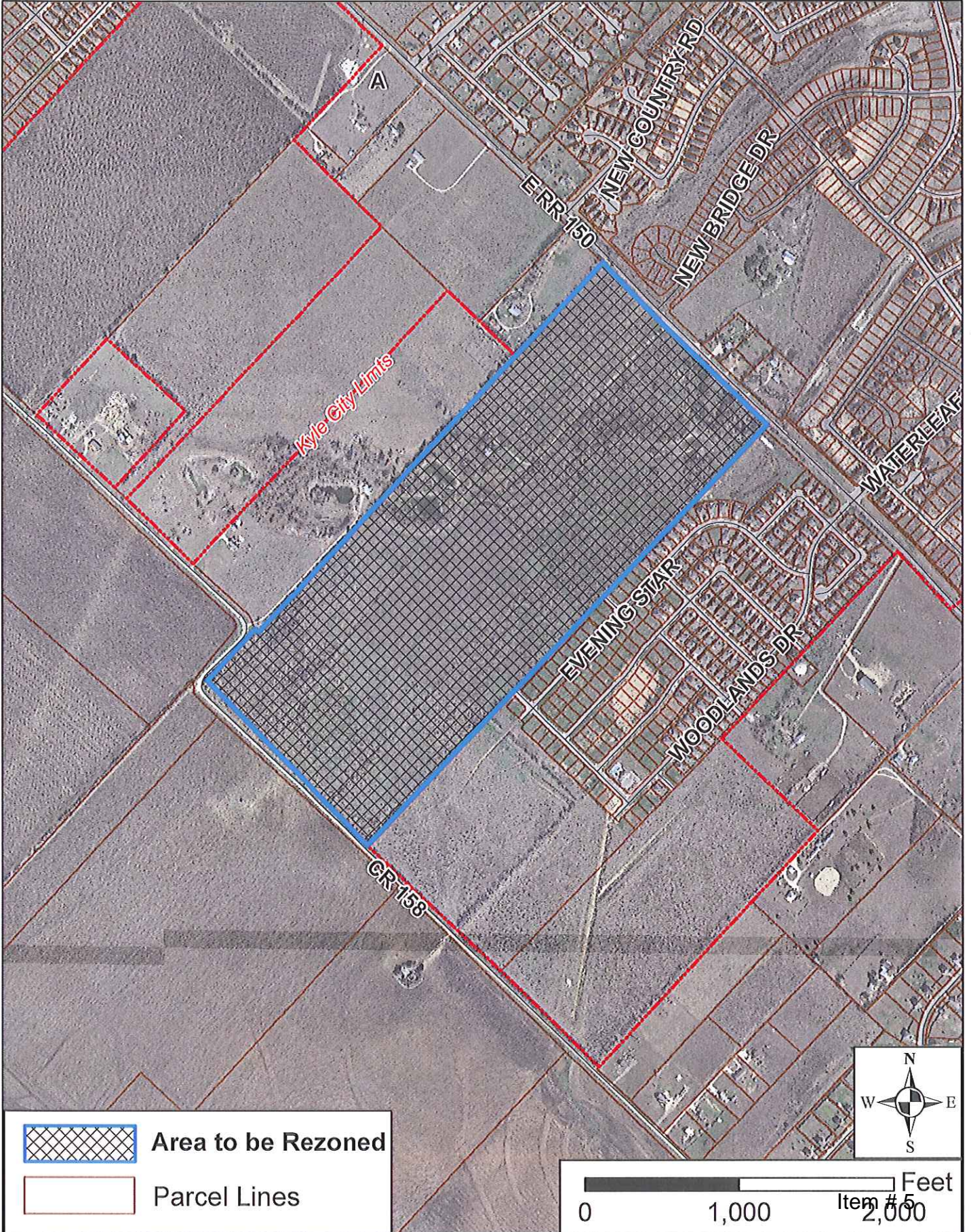
Kent Neal McMillan
Registered Professional Land Surveyor
418 Ridgewood Road
Austin TX 78746
Telephone (512) 445-5441


126.410 ac.


Exhibit "A"

Page 9

Exhibit B Z-14-015



 Area to be Rezoned

 Parcel Lines

0 1,000 2,000 Feet
Item # 5





CITY OF KYLE

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

Notice of Public Hearings on a Proposed Zoning Change

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

Z-14-015

The City of Kyle shall hold a public hearing on a request by Kalogridis & Kalogridis Development, LLC to assign original zoning to approximately 126.41 acres from "AG" Agriculture to "R-1-2" Single Family Residential - 2, on property located 1838 E. RR 150, in Hays County, Texas.

A public hearing will be held by the Planning and Zoning Commission on Tuesday, December 9, 2014 at 6:30pm.

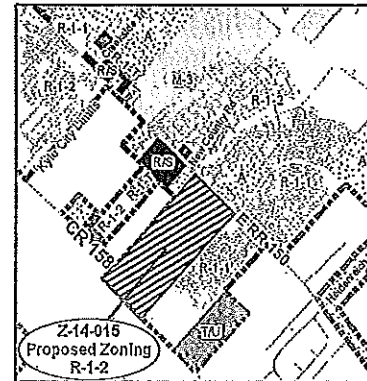
A public hearing will be held by the Kyle City Council on Tuesday, December 16, 2014 at 7:00pm.

Council action and second reading may be considered at the meeting to follow the public hearing (January 6, 2015).

Kyle City Hall, Council Chambers
100 W. Center St., Kyle, Texas

Owner: Kalogridis & Kalogridis Development, LLC.
Agent: Chan & Partners Engineering, LLC – Tom Curran, P.E.
Phone: (512) 480-8155

For more information regarding this application
call the Planning Department at (512) 262-3959.



You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640.
(attention: Zoning File #: Z-14-015)

Name: WALT SCHMETTE/KOFT (20 ACRES) Address: 1901 E FM 150 (ACROSS THE ROAD)

I am in favor, this is why _____ I am not in favor, and this is why THERE IS

TOO MUCH TRAFFIC NOW - Kyle DOES NOT Pick up ANY TRASH ON THE ROADWAY.
UNTIL THIS HEARING HEARS - WE MUST MAINTAIN OUR OWN - COULD VEHICLE NOISE
FROM WATER LEAF. NO POLICE TO BE SEEN - ALSO ALMOST CONSTANT CONSTRUCTION
NOISES EVEN ON THE WEEKENDS AND LATE INTO THE EVENINGS WEEKDAY
* LIFE LONG RESIDENTS ARE BEGINNING TO HATE WHAT IS BECOMING OF THE
NEIGHBORHOOD.

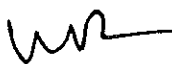
* TWO FAMILIES I KNOW HAVE SOLD AND MOVED AWAY.

Walt Schmette

Item # 5

MEMORANDUM

TO: Mayor and Members of Council

FROM: Manuel De La Rosa, Director of Planning 

DATE: December 10, 2014

SUBJECT: Kalogridis & Kalogridis Development LLC – Zoning Change Application

Site Information

The subject property is located at 1838 FM 150 and is 126.41 acres currently zoned as Agriculture. An application has been submitted to the City requesting a change in zoning to R-1-2 (Single Family Residential 2). The property is located east of Interstate 35, on the south side of FM 150, and on the west side of the Woodlands subdivision. The property stretches from FM 150 southward to FM 158.

Recommendation

The matter was considered by the Planning and Zoning Commission after a public hearing was held on December 9, 2014. The Commission voted 7-0 in favor of recommending to Council that the property be re-zoned to R-1-2.



CITY OF KYLE, TEXAS

(2nd Reading) -Ordinance- Amend
PlumCreek PUD

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) Article II (PUD Districts: Regulations and Performance Standards), Sec. 9(B) and 9(C)(3), of the Code of Ordinances of the City of Kyle, Texas; providing a severability clause; repealing conflicting ordinances; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing an effective date; making such other findings and provisions related hereto. ~
Debbie Guerra, Planning Technician

Other Information: Please see attachments.

Legal Notes:

Budget Information: N/A

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

Attachments / click to download

- [Ordinance 1st Reading](#)
- [staff memo](#)
- [request](#)
- [proposed changes](#)
- [existing Section 9](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) ARTICLE II (PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS), SEC. 9(B) AND 9(C)(3), OF THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, Sec. 9. (EMP employment PUD district) regulates area zoning, permitted uses and site development standards of the Plum Creek Public Utility District (PUD); and,

WHEREAS, the City Council finds that it is in the public interest and welfare to expand the uses permitted in the PUD to include data centers and to add a maximum sound level regulation to the PUD's site development standards;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Limits on Amendments. The City of Kyle Code of Ordinances is hereby amended insofar, and only insofar, as is herein set forth and in no other respect whatsoever.

Section 3. Amendment to Sec. 9(B). Sec. 9(B) ("Permitted uses") of Chapter 53, Article II of the Code of Ordinances of the City of Kyle, shall be amended to read as follows:

“(B) *Permitted uses*. The following uses shall be permitted in an “EMP” employment district: . . .

(17) Data centers;”

Section 4. Amendment to Sec. 9(C)(3). Sec. 9(C) (“Site development standards”) of Chapter 53, Article II of the Code of Ordinances of the City of Kyle, shall be amended to read as follows:

“(3) The following regulations shall be applicable to the ‘EMP’ employment district: . .

(d) Maximum height: No building or structure shall be erected, enlarged or

structurally altered to exceed ~~45~~ 75 feet.

(e) Maximum sound levels to be 70-dB(A) measured at the property line if adjacent to commercial and 65-dB(A) measured at the property line if adjacent to 'R-1, R-2, or R-3' property.

~~(e)~~ (f) Minimum setbacks: . . .

~~(f)~~ (g) Maximum floor area ratio: . . .

~~(g)~~ (h) Paved Sidewalks, driveways and parking areas are required.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 6. Conflict of ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 7. Open Meetings. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, TEX. GOV'T CODE, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon.

Section 8. Effective Date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED AND APPROVED on First Reading this ____ day of _____, 2014.
PASSED AND ADOPTED on Second Reading this ____ day of _____, 2014.

THE CITY OF KYLE, TEXAS

BY: _____
R. Todd Webster, Mayor

ATTEST:


APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

W. Ken Johnson, City Attorney

MEMORANDUM

TO: Mayor and Members of Council

FROM: Manuel De La Rosa, Director of Planning 

DATE: December 10, 2014

SUBJECT: Proposed amendment to Chapter 53 (Zoning) pertaining to Plum Creek Planned Unit Development

City staff has received a request from Mr. Tony Spano on behalf of Plum Creek Development Partners, LTD to amend the City's Code of Ordinances, Chapter 53 (Zoning); specifically, Exhibit A (Plum Creek Planned Unit Development), Article II (PUD Districts: Regulations and Performance Standards), Section 9 ("EMP" employment PUD district). City attorney Ken Johnson has prepared an amending ordinance with the proposed changes listed below.

The three proposed changes are within Section 9;

1. To add, within Section 9(B) Permitted uses, data centers;
2. To modify Section(C)(d) the maximum height from 45 feet to 75 feet; and
3. To add, within Section 9(C), "Maximum sound levels to be 70 dB(A) measured at the property line if adjacent to commercial and 65 dB(A) measured at the property line if adjacent to "R-1, R-2, or R-3" property.

The Planning and Zoning Commission considered the matter after a public hearing was held on December 9, 2014. The Commission voted 7-0 in favor of recommending the Council approve the amending ordinance.

Re: PUD Amendments

Tony Spano <tspano.pcdp@gmail.com>

Tue, Dec 2, 2014 at 12:20 PM

To: Diana Blank-Torres <diana@cityofkyle.com>

Cc: Manuel De La Rosa <mdelarosa@cityofkyle.com>, Peter French <peterlfrench@gmail.com>, Debbie Guerra <dguerra@cityofkyle.com>

Diana,

Please consider this email a formal request to amend Article II. PUD Districts: Regulations and performance standards , Section 9. "EMP" employment PUD district as highlighted in attachment and to be placed on the next P & Z agenda. Please do not hesitate to call if I can provide any additional information.

Thank you,

Please use the email listed in my signature block below for future communications.

Tony Spano

Project Manager

Plum Creek Development Partners, LTD

4100 Everett, Suite 150

Kyle, Texas 78640

Cell (847) 774-9536

tony@benchmarktx.net

proposed

PART II - CODE OF ORDINANCES

Chapter 53 - ZONING

ARTICLE II. PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS

- (f) Outside mechanical equipment, industrial or commercial heating, ventilation air conditioning, or other mechanical equipment on rooftops or ground, shall be screened with a material and design that is visually compatible with the building.
- (9) Operating hours for "MXD" commercial uses shall be limited to the following when the MXD property shares a common property line with a R-1 or R-2 PUD designated property: Sunday- Thursday 6 am to 11pm and Friday and Saturday 6am to 1am (except civic structures, medical use facilities, and pharmacies).

(Ord. No. 490, § 2, 2-20-2007; Ord. No. 690, § 1(Exh. A), 2-21-2012)

Sec. 9. "EMP" employment PUD district

- (A) *Purpose.* This area is intended to provide a place to locate commercial businesses, services, and industries compatible with adjacent residential areas for the convenience of nearby residents and the greater community at large. The use of an EMP area within a proposed mixed use development is intended to be compatible with the residential pattern of the development and not create unreasonable traffic or land use conflicts.
- (B) *Permitted uses.* The following uses shall be permitted in an "EMP" employment PUD district:
 - (1) The following uses that are uses permitted in the "OS" open space PUD district:
 - (a) Wetlands;
 - (b) Conservation areas;
 - (c) Golf courses;
 - (d) Outdoor recreational and athletic facilities;
 - (e) Outdoor swimming pools;
 - (f) Parks, playgrounds and playfields;
 - (g) Wildlife sanctuaries;
 - (h) Streams, lakes, impounded waterways, or their drainageways; and
 - (2) Any use permitted in the "C" commercial PUD district;
 - (3) Manufacture, assembly, and packaging of products from previously prepared material such as cloth, plastic, paper, leather, and precious or semi-precious metal or stone;
 - (4) Manufacture, assembly, and processing of food and beverages, excluding meat packing plants and similar processes that place a significant demand on wastewater or water treatment;
 - (5) Manufacture, assembly, and testing of communication equipment, medical instruments and apparatus, optics, photographic equipment and supplies, timing equipment, musical instrument and related equipment;
 - (6) Research, engineering and development facilities or laboratories;
 - (7) Motion picture or video production facilities and sound stages;
 - (8) Printing, publishing, and book binding;
 - (9) Warehouse, storage, and distribution center, provided development does not exceed a maximum of 15,000 square feet of building area;

PART II - CODE OF ORDINANCES
Chapter 53 - ZONING

ARTICLE II. PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS

- (10) Instrument and component manufacturing;
- (11) Apparel manufacturing;
- (12) Electric and electronic assembly;
- (13) Greenhouses and wholesale growers;
- (14) Office equipment and supplies manufacturing;
- (15) Warehouses;
- (16) Offices;

→ (17) Data centers;

(C) *Site development standards. A letter of approval from the architectural review committee shall be submitted with an application for a site plan.*

- (1) Development of any use permitted in the "OS" open space PUD district shall conform with the site development regulations established in the "OS" open space PUD district.
- (2) Development of any use permitted in the "C" commercial PUD district shall conform with the site development regulations established in the "C" commercial PUD district.
- (3) The following regulations shall be applicable to the "EMP" employment district:
 - (a) Minimum lot size: 5,750 square feet.
 - (b) Minimum lot width: 50 feet.
 - (c) Minimum lot depth: 100 feet.
 - (d) Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed 75 feet.
 - (e) Maximum sound levels to be 70dB(A) measured at the property line if adjacent to commercial and 65 dB(A) measured at the property line if adjacent to "R-1, R-2, or R-3" property.
 - (f) Minimum setbacks:
 - (i) Front yard: None.
 - (ii) Side yard: None.
 - (iii) Rear yard: None.
 - (g) Maximum floor area ratio: 1.5 FAR of the lot area.
 - (h) Paved Sidewalks, driveways and parking areas are required.
 - (i) Screening of loading and storage facilities is required.

Sec. 10. "LI" Light industrial PUD district

(A) *Purpose.* This district is designed to provide locations for outlets offering goods and services to a targeted segment of the general public as well as industrial users. The uses included primarily serve other commercial and industrial enterprises. No building or land shall be used, and no building hereafter shall be erected, maintained, or structurally altered, except for one (1) or more of the uses hereinafter enumerated. The "LI" light industrial PUD district is designated for selected sales, manufacturing and industrial classifications.

existing

- **Sec. 9. - "EMP" employment PUD district**

(A)

Purpose. This area is intended to provide a place to locate commercial businesses, services, and industries compatible with adjacent residential areas for the convenience of nearby residents and the greater community at large. The use of an EMP area within a proposed mixed use development is intended to be compatible with the residential pattern of the development and not create unreasonable traffic or land use conflicts.

(B)

Permitted uses. The following uses shall be permitted in an "EMP" employment PUD district:

(1)

The following uses that are uses permitted in the "OS" open space PUD district:

(a)

Wetlands;

(b)

Conservation areas;

(c)

Golf courses;

(d)

Outdoor recreational and athletic facilities;

(e)

Outdoor swimming pools;

(f)

Parks, playgrounds and playfields;

(g)

Wildlife sanctuaries;

(h)

Streams, lakes, impounded waterways, or their drainageways; and

(2)

Any use permitted in the "C" commercial PUD district;

(3)

Manufacture, assembly, and packaging of products from previously prepared material such as cloth, plastic, paper, leather, and precious or semi-precious metal or stone;

(4)

Manufacture, assembly, and processing of food and beverages, excluding meat packing plants and similar processes that place a significant demand on wastewater or water treatment;

(5)

Manufacture, assembly, and testing of communication equipment, medical instruments and apparatus, optics, photographic equipment and supplies, timing equipment, musical instrument and related equipment;

(6)

Research, engineering and development facilities or laboratories;

(7)

Motion picture or video production facilities and sound stages;

(8)

Printing, publishing, and book binding;

(9)

Warehouse, storage, and distribution center, provided development does not exceed a maximum of 15,000 square feet of building area;

(10)

Instrument and component manufacturing;

(11)

Apparel manufacturing;

(12)

Electric and electronic assembly;

(13)

Greenhouses and wholesale growers;

(14)

- (15) Office equipment and supplies manufacturing;
- (16) Warehouses;
- (C) Offices;

Site development regulations. A letter of approval from the architectural review committee shall be submitted with an application for a site plan.

- (1) Development of any use permitted in the "OS" open space PUD district shall conform with the site development regulations established in the "OS" open space PUD district.
- (2) Development of any use permitted in the "C" commercial PUD district shall conform with the site development regulations established in the "C" commercial PUD district.
- (3) The following regulations shall be applicable to the "EMP" employment district:
 - (a) Minimum lot size: 5,750 square feet.
 - (b) Minimum lot width: 50 feet.
 - (c) Minimum lot depth: 100 feet.
 - (d) Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed 45 feet.
 - (e) Minimum setbacks:
 - (i) Front yard: None.
 - (ii) Side yard: None.
 - (iii) Rear yard: None.
 - (f) Maximum floor area ratio: 1.5 FAR of the lot area.
 - (g) Paved Sidewalks, driveways and parking areas are required.
 - (h) Screening of loading and storage facilities is required.

(Ord. No. 787, § 1(Exh. A), 3-18-2014)



CITY OF KYLE, TEXAS

(2nd Reading) Ordin amending reassessment ordinance

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation:

(Second Reading) An amendment to Ordinance No. 814 (Reassessment Ordinance) amending section 2 (Definitions) by redefining “parties” to eliminate “claimants”; amending subsection 9.3 (Presumption of roll’s accuracy) to eliminate all references to "city council"; repealing subsection 10.11 (Other grounds for a hearing); amending subsection 10.12 (Deadline for request) to allow a party to request a hearing within sixty (60) calendar days from the effective date of the passage of an ordinance adopting a reassessment roll; correcting errors in section 5 (Reassessment required), section 11 (Disbursement of reassessments), subsection 15.1 (Reassessment amount); providing for repeal of conflicting ordinances; for recording of ordinance; for severability; for compliance with open meetings law; for an effective date; and adopting such other findings and provisions related hereto. ~
Ken Johnson, City Attorney

Other Information:

Legal Notes:

Budget Information:

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Attachments / click to download

- [Amendment to Reassessment Ordin](#)
 - [MARKUP Amendment to Reassess Ordin](#)
-

ORDINANCE NO. 814-1

AN AMENDMENT TO ORDINANCE NO. 814 (REASSESSMENT ORDINANCE) AMENDING SECTION 2 (DEFINITIONS) BY REDEFINING “PARTIES” TO ELIMINATE “CLAIMANTS”; AMENDING SUBSECTION 9.3 (PRESUMPTION OF ROLL’S ACCURACY) TO ELIMINATE ALL REFERENCES TO “CITY COUNCIL”; REPEALING SUBSECTION 10.11 (OTHER GROUNDS FOR A HEARING); AMENDING SUBSECTION 10.12 (DEADLINE FOR REQUEST) TO ALLOW A PARTY TO REQUEST A HEARING WITHIN SIXTY (60) CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE PASSAGE OF AN ORDINANCE ADOPTING A REASSESSMENT ROLL; CORRECTING ERRORS IN SECTION 5 (REASSESSMENT REQUIRED), SECTION 11 (DISBURSEMENT OF REASSESSMENTS), SUBSECTION 15.1 (REASSESSMENT AMOUNT); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; FOR RECORDING OF ORDINANCE; FOR SEVERABILITY; FOR COMPLIANCE WITH OPEN MEETINGS LAW; FOR AN EFFECTIVE DATE; AND ADOPTING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, the city council finds it necessary that certain provisions of Ordinance No. 814, commonly known as the “Reassessment Ordinance,” should be amended in order for the ordinance to best serve the public interests and welfare;

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

Section 1. Findings. The facts and findings recited hereinabove are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Amending Section 2. Section 2 (“Definitions”) of Ordinance No. 814 (“Ordinance”) shall be AMENDED to read as follows:

“Parties’ shall refer to any and all individuals, legal entities, or others to whom this ordinance applies or who are otherwise subject to or governed by this ordinance or by the Code.”

Section 3. Amending Subsection 9.3. Subsection 9.3 (“Presumption of roll’s accuracy”) of the Ordinance shall be AMENDED to read as follows:

“9.3 Presumption of Roll’s accuracy. Reassessments owed by Owners as calculated under subsection 10.2 of this ordinance, if any, entered in the Roll shall be presumed to be the

accurate amounts of Reassessments owed by Owners. Reassessments may be adjusted in the Roll upon evidence by a Party, and upon acceptance of such evidence by the Hearing Committee created under subsection 10.1 of this Ordinance, that the Party made Improvements to the District that conferred a special benefit on the Properties, and the readjusted Reassessment shall be entered on the Roll. Other Parties, including Owners or prior Owners, may also request the Roll be adjusted for the reason that said Owner made a payment or payments of Assessments previously, upon evidence presented by the other Parties and accepted by the Hearing Committee created under subsection 10.1 of this Ordinance. In order to request an adjustment under this subsection, a Party must present in writing the request to adjust, addressed to the City Manager, and either hand-delivered or sent via certified mail, return receipt requested. The City or its Representative shall set the request on an agenda of the Hearing Committee created under subsection 10.1 of this Ordinance to be heard by said Hearing Committee within a reasonable time.”

Section 4. Repealing subsection 10.11. Subsection 10.11 (“Other grounds for a hearing”) of the Ordinance is hereby REPEALED.

Section 5. Amending subsection 10.12. Subsection 10.12 (“Deadline for request”) of the Ordinance shall be AMENDED to read as follows:

“10.11 Deadline for request. A Hearing shall not be allowed, nor heard by the Hearing Committee, unless a Party requests a Hearing in accordance with this Ordinance within sixty (60) calendar days from the effective date of the passage of an ordinance adopting a reassessment roll.”

Section 6. Corrections.

Section 5 (“Reassessment required”) of the Ordinance shall be AMENDED to read as follows:

“Section 5. Reassessment required. Assessments levied prior to the effective date of this ordinance to retire the indebtedness for Improvements made to the District which are not included in the Assessments waived by Qualico under Section 4 of this ordinance shall be reassessed as required by this ordinance and as authorized by Code Section 372.020.”

Section 11 (“Disbursement of reassessments”) of the Ordinance shall be AMENDED to read as follows:

“Section 11. Disbursement of Reassessments. If it has been determined by the Hearing Committee under Section 10 of this ordinance that a Party is entitled to Reassessments and/or Interest, and the City or its Representative has collected all or part of such Reassessments and Interest, the City or its Representative shall disburse the Reassessments and Interest to said Party annually but no later than January 15th of the year after such Reassessments and/or Interest have been collected by the City or its Representative. A Party is obligated to keep the City or its Representative informed of any current address to which said Reassessments and Interest may be sent. In the event the Party does not keep the City or its Representative notified of its current address, the City shall retain the Reassessments and Interest due the Party until the Party

provides a current address, but if a Party has not provided a current address to the City or its Representative within ninety (90) days from the date the City or its Representative receives an undeliverable disbursement, it is presumed the Party has abandoned its claim, and the City shall return the Reassessments and Interest to the Owners who originally paid such Reassessments and Interest.”

Subsection 15.1 (“Reassessment amount”) of the Ordinance shall be AMENDED to read as follows:

“15.1 Reassessment amount. A Reassessment excluding the Assessments waived by Qualico under section 5 of this ordinance is levied on the Properties in the District. The Reassessments shall be in the amount required to retire the indebtedness of a Party that made Improvements that are listed on Exhibit “B” of Ordinance No. 469 (“No. 469-Exhibit B”), attached as Exhibit “C” to this ordinance and incorporated by reference herein, which benefitted the Properties in said District. Reassessments shall not be due and owing to retire the indebtedness of a Party if the Party did not actually make an Improvement listed on No. 469-Exhibit “B”. Improvements not listed on No. 469-Exhibit “B” shall not be included for the purpose of retiring indebtedness, notwithstanding the claim that Improvements were made that benefitted the Properties. Said Reassessments are reassessed against the real and true Owners of Properties located within the District (whether such Owners be correctly named or not) and shall be due and owing by each Owner on an apportionment basis, as required by this ordinance. The Reassessments shall not take into account any Assessments, Interest or Other Expenses waived under this ordinance or otherwise declared by this ordinance to be invalid or excessive.”

Section 7. Prior ordinances, resolutions, agreements in conflict. Any and all ordinances, resolutions, covenants, deed restrictions, and agreements and parts of ordinances, resolutions, covenants, deed restrictions, and agreements that are in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 8. Recordation of ordinance. The City shall record a certified copy of this ordinance in the official real property records of Hays County, Texas.

Section 9. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 10. Open meetings compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 11. Effective date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the 16th day of December, 2014.

PASSED AND ADOPTED on second reading the ____ day of _____, 20____.

R. Todd Webster, Mayor, City of Kyle, Texas

ATTEST:

Amelia Sanchez, City Secretary, City of Kyle, Texas

APPROVED AS TO FORM:

W. Ken Johnson, City Attorney, City of Kyle, Texas

ORDINANCE NO. 814-1

AN AMENDMENT TO ORDINANCE NO. 814 (REASSESSMENT ORDINANCE) AMENDING SECTION 2 (DEFINITIONS) BY REDEFINING “PARTIES” TO ELIMINATE “CLAIMANTS”; AMENDING SUBSECTION 9.3 (PRESUMPTION OF ROLL’S ACCURACY) TO ELIMINATE ALL REFERENCES TO “CITY COUNCIL”; REPEALING SUBSECTION 10.11 (OTHER GROUNDS FOR A HEARING); AMENDING SUBSECTION 10.12 (DEADLINE FOR REQUEST) TO ALLOW A PARTY TO REQUEST A HEARING WITHIN SIXTY (60) CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE PASSAGE OF AN ORDINANCE ADOPTING A REASSESSMENT ROLL; CORRECTING ERRORS IN SECTION 5 (REASSESSMENT REQUIRED), SECTION 11 (DISBURSEMENT OF REASSESSMENTS), SUBSECTION 15.1 (REASSESSMENT AMOUNT); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; FOR RECORDING OF ORDINANCE; FOR SEVERABILITY; FOR COMPLIANCE WITH OPEN MEETINGS LAW; FOR AN EFFECTIVE DATE; AND ADOPTING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, the city council finds it necessary that certain provisions of Ordinance No. 814, commonly known as the “Reassessment Ordinance,” should be amended in order for the ordinance to best serve the public interests and welfare;

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

Section 1. Findings. The facts and findings recited hereinabove are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Amending Section 2. Section 2 (“Definitions”) of Ordinance No. 814 (“Ordinance”) shall be AMENDED to read as follows:

“Parties’ shall refer to any and all individuals, legal entities, or others to whom this ordinance applies or who are otherwise subject to or governed by this ordinance or by the Code ~~The term shall include Claimants when applicable.~~”

Section 3. Amending Subsection 9.3. Subsection 9.3 (“Presumption of roll’s accuracy”) of the Ordinance shall be AMENDED to read as follows:

“9.3 Presumption of Roll’s accuracy. Reassessments owed by Owners as calculated under subsection 10.2 of this ordinance, if any, entered in the Roll shall be presumed to be the accurate amounts of Reassessments owed by Owners. Reassessments may be adjusted in the Roll upon evidence by a Party, and upon acceptance of such evidence by the ~~City Council or its Representative~~ the Hearing Committee created under subsection 10.1 of this Ordinance, that the Party made Improvements to the District that conferred a special benefit on the Properties, and the readjusted Reassessment shall be entered on the Roll. Other Parties, including Owners or prior Owners, may also request the Roll be adjusted for the reason that said Owner made a payment or payments of Assessments previously, upon evidence presented by the other Parties and accepted by the ~~City Council or its Representative~~ the Hearing Committee created under subsection 10.1 of this Ordinance. In order to request an adjustment under this subsection, a Party must present in writing the request to adjust, addressed to the City Manager, and either hand-delivered or sent via certified mail, return receipt requested. The City or its Representative shall set the request on an agenda of ~~the City Council~~ the Hearing Committee created under subsection 10.1 of this Ordinance to be heard by ~~the City Council~~ said Hearing Committee within a reasonable time.”

Section 4. Repealing subsection 10.11. Subsection 10.11 (“Other grounds for a hearing”) of the Ordinance is hereby REPEALED.

~~10.11 Other grounds for a Hearing. A Party shall also have the right to a Hearing before the Hearing Committee pursuant to Section 14 of this ordinance.~~

Section 5. Amending subsection 10.12. Subsection 10.12 (“Deadline for request”) of the Ordinance shall be AMENDED to read as follows:

“10. ~~12~~ 11 Deadline for request. A Hearing shall not be allowed, nor heard by the Hearing Committee, unless a Party requests a Hearing in accordance with this Ordinance within sixty (60) calendar days from the effective date of ~~this ordinance~~ of the passage of an ordinance adopting a reassessment roll.”

Section 6. Corrections.

Section 5 (“Reassessment required”) of the Ordinance shall be AMENDED to read as follows:

“Section 5. Reassessment required. Assessments levied prior to the effective date of this ordinance to retire the indebtedness for Improvements made to the District which are not included in the Assessments waived by Qualico under Section ~~5~~ 4 of this ordinance shall be reassessed as required by this ordinance and as authorized by Code Section 372.020.”

Section 11 (“Disbursement of reassessments”) of the Ordinance shall be AMENDED to read as follows:

“Section 11. Disbursement of Reassessments. If it has been determined by the Hearing Committee under Section ~~11~~ 10 of this ordinance that a Party is entitled to Reassessments and/or Interest, and the City or its Representative has collected all or part of such Reassessments and

Interest, the City or its Representative shall disburse the Reassessments and Interest to said Party annually but no later than January 15th of the year after such Reassessments and/or Interest have been collected by the City or its Representative. A Party is obligated to keep the City or its Representative informed of any current address to which said Reassessments and Interest may be sent. In the event the Party does not keep the City or its Representative notified of its current address, the City shall retain the Reassessments and Interest due the Party until the Party provides a current address, but if a Party has not provided a current address to the City or its Representative within ninety (90) days from the date the City or its Representative receives an undeliverable disbursement, it is presumed the Party has abandoned its claim, and the City shall return the Reassessments and Interest to the Owners who originally paid such Reassessments and Interest.”

Subsection 15.1 (“Reassessment amount”) of the Ordinance shall be AMENDED to read as follows:

“15.1 Reassessment amount. A Reassessment excluding the Assessments waived by Qualico under section 5 of this ordinance is levied on the Properties in the District. The Reassessments shall be in the amount required to retire the indebtedness of a Party that made Improvements that are listed on Exhibit “B” of Ordinance No. 469 (“No. 469-Exhibit B”), attached as Exhibit “C” to this ordinance and incorporated by reference herein, which benefitted the Properties in said District. Reassessments shall not be due and owing to retire the indebtedness of a Party if the Party did not actually make an Improvement listed on No. 469-Exhibit “B”. Improvements not listed on No. 469-Exhibit “B” shall not be included for the purpose of retiring indebtedness, notwithstanding the claim that Improvements were made ~~the~~ that benefitted the Properties. Said Reassessments are reassessed against the real and true Owners of Properties located within the District (whether such Owners be correctly named or not) and shall be due and owing by each Owner on an apportionment basis, as required by this ordinance. The Reassessments shall not take into account any Assessments, Interest or Other Expenses waived under this ordinance or otherwise declared by this ordinance to be invalid or excessive.”

Section 7. Prior ordinances, resolutions, agreements in conflict. Any and all ordinances, resolutions, covenants, deed restrictions, and agreements and parts of ordinances, resolutions, covenants, deed restrictions, and agreements that are in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 8. Recordation of ordinance. The City shall record a certified copy of this ordinance in the official real property records of Hays County, Texas.

Section 9. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 10. Open meetings compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City

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

Section 11. Effective date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the 16th day of December, 2014.

PASSED AND ADOPTED on second reading the ____ day of _____, 20__.

R. Todd Webster, Mayor, City of Kyle, Texas

ATTEST:

Amelia Sanchez, City Secretary, City of Kyle, Texas

APPROVED AS TO FORM:

W. Ken Johnson, City Attorney, City of Kyle, Texas



CITY OF KYLE, TEXAS

Purchase PD Dispatch Consoles

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a purchase order in an amount not to exceed \$55,356.44 to WATSON FURNITURE GROUP, INC., d/b/a WATSON DISPATCH, Poulsbo, Washington, for the purchase of four (4) Mercury Dispatch Consoles through Houston-Galveston Area Council (HGAC Buy Contract # EC07-14) for the Police Department's Communications Division. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Memo-Dispatch console](#)
- [Q.F03 - KylePDI.02 HGAC-ALL 12.10.14](#)
- [H-GAC Contract Pricing Sheets - F03-Kyle PD](#)
- [Fiscal Note](#)



KYLE POLICE DEPARTMENT

Memorandum

Date: December 10, 2014

To: Chief Barnett

From: Kristine Milliken

Re: Dispatch Console Furniture

Over the past two and a half months, I have been in contact with three furniture companies that specialize in public safety dispatch consoles and storage. All three companies visited our communications building, took measurements and provided information regarding their products. Of those three, only one was able to provide all of the ergonomic features and storage requested for furniture that would accommodate our limited space. Watson Furniture provided the most functional design and was the only company that promptly provided the design and quote as promised.

I recommend the purchase of furniture from Watson which totals \$55,356.44. Funds were allocated for this purpose on line item 110-155-57111. The Watson Furniture quote provided HGAC Contract # EC07-14.



QUOTATION

Quote #: Q.F03-KylePDI.02
Date: 12/11/2014
Valid Until: 1/23/2015
Contract: HGAC CONTRACT #EC07-14

Prepared By:

Kelly Dowling
 Project Coordinator
 Watson
 26246 Twelve Trees Lane NW
 Poulsbo, WA 98370
 360-394-1316
 kdowling@watsonfg.com

Rep:

Sheryn Scheib
 The Cambridge Group
 (972) 481-7877
 sheryn.scheib@cgwireless.com

NET 30 DAYS

Prepared For:

Kyle Police Dept. TX

Ship To:

Kyle Police Dept. TX

Project: Kyle Police Department


FREIGHT INCLUDED

Part Number	Qty	Purchase	Ext Purchase
F03 - Kyle Police Department			
Item 1. (4) Mercury Dispatch Consoles - 48" Fabric Panels - 72" Primaries			
TXXCABLE VIDEO CABLE	24	\$74.00	\$1,776.00
TXXPORT MERCURY TECH PORT INSERT	80	\$16.00	\$1,280.00
HBS1518DL MERCURY BRIDGE SPACER, 15"D x 18"H, DUAL SIDED, LEFT HAND	1	\$17.60	\$17.60
EXTERIOR FINISH ...			Skipped Option
HHC1518 MERCURY HUB COVER, 15"D x 18"H	4	\$17.60	\$70.40
EXTERIOR FINISH ...			Skipped Option

Part Number	Qty	Purchase	Ext Purchase
HBS1518DR MERCURY BRIDGE SPACER, 15"D x 18"H, DUAL SIDED, RIGHT HAND	1	\$17.60	\$17.60
EXTERIOR FINISH ...		Skipped Option	
HBS2418DC MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, CENTER	1	\$22.80	\$22.80
EXTERIOR FINISH ...		Skipped Option	
HSED48F MERCURY SCREEN, END COVER FOR DUAL SIDED, FABRIC	2	\$20.00	\$40.00
POWDER ...		Skipped Option	
FABRIC GROUP ...		Skipped Option	
HCD66 MERCURY CABLE BRIDGE, DUAL SIDED, FOR 66" W PRIMARY (48" ACTUAL)	2	\$543.20	\$1,086.40
EXTERIOR FINISH ...		Skipped Option	
INTERIOR FINISH ...		Skipped Option	
LOCK L		Locking (Factory)	
HDH155118L MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 15"D, LEFT HAND	2	\$1,351.20	\$2,702.40
EXTERIOR FINISH ...		Skipped Option	
INTERIOR FINISH ...		Skipped Option	
LOCK L		Locking (Factory)	
HDH155118R MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 15"D, RIGHT HAND	2	\$1,351.20	\$2,702.40
EXTERIOR FINISH ...		Skipped Option	
INTERIOR FINISH ...		Skipped Option	
LOCK L		Locking (Factory)	
HSRD48F MERCURY SCREEN, RETURN FOR D HUB, 51"W x 48"H, FABRIC (51"W x 30"H ACTUAL)	4	\$396.40	\$1,585.60
POWDER ...		Skipped Option	
FABRIC GROUP ...		Skipped Option	

Part Number			Qty	Purchase	Ext Purchase
ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
HSS7248F			2	\$696.80	\$1,393.60
MERCURY SCREEN, FOR SPINE, FOR 72" W PRIMARY 48"H, FABRIC (2PC 38"W x 30"H ACTUAL)					
POWDER	...	Skipped Option			
FABRIC GROUP	...	Skipped Option			
ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
S14-1955-3918			2	\$495.60	\$991.20
MODIFIED HSRD48F, MERCURY SCREEN, RETURN FOR D HUB, *39"W* x *18"H*, FABRIC (*39"W* x *18"H* ACTUAL)					
POWDER	...	Skipped Option			
FABRIC GROUP	...	Skipped Option			
ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
S14-1265-39-C			2	\$2,550.80	\$5,101.60
MODIFIED HDH245118C, MERCURY HUB, FOR D WORKSURFACE, *39"W* x 18"H x 24"D, CENTER (SHARED)					
EXTERIOR FINISH	...	Skipped Option			
INTERIOR FINISH	...	Skipped Option			
POWDER	...	Skipped Option			
LOCK	L	Locking (Factory)			
S13-0527			2	\$1,192.00	\$2,384.00
MODIFIED HMBODD243026, MERCURY TECHNOLOGY BASE, 24"D x **40.6875"W x 26"H, **WITH WIRE MGMT CUTOUTS IN LOWER DOOR PORTION**					
EXTERIOR FINISH	...	Skipped Option			
INTERIOR FINISH	...	Skipped Option			
POWDER	...	Skipped Option			
LOCK	L	Locking (Factory)			
HD3W3672D			4	\$4,953.20	\$19,812.80
	MERCURY WORKSURFACE, WITH DEPTH ADJUSTMENT, D3 SERIES, 36"D x 72" W, DUAL MONITOR ARRAY				
ENVIRONMENT CONTROL PACKAGE	Y	With Environment Control Package			
MONITOR MOUNT	5	5 Monitor Mounts - VESA 100			
WORKSURFACE	...	Skipped Option			
WORKSURFACE EDGE	...	Skipped Option			
POWDER	...	Skipped Option			

\$40,984.40**Item 2. Storage & Accesories**

Part Number		Qty	Purchase	Ext Purchase
HMBOBD243026		2	\$644.80	\$1,289.60
MERCURY TEAM BASE, OPEN BOX DOOR, 24"D X 30"W X 26"H				
EXTERIOR FINISH	...		Skipped Option	
INTERIOR FINISH	...		Skipped Option	
POWDER	...		Skipped Option	
LOCK	L		Locking (Factory)	
PULL	A		Alto Pull (Silver)	
FINISH	LT		Light	
ZSBKO203642R		1	\$403.73	\$403.73
ZO STORAGE BOOKCASE, OPEN, 20"D x 36"W x 42"H, RIGHT HAND				
CONTRASTING	N		Non-Contrasting	
CASE FINISH	...		Skipped Option	
 WZ2L201578R		7	\$693.53	\$4,854.71
ZONE TWO STORAGE LOCKER, 20"D x 15"W x 78"H, RIGHT HAND				
CONTRASTING	C		Contrasting	
CONTRASTING GROUP	...		Skipped Option	
CASE FINISH	...		Skipped Option	
LOCK	...		Skipped Option	
PULL	...		Skipped Option	
082000		1	\$14.00	\$14.00
ZONE LOCKER MASTER KEY				
				\$6,562.04
Item 3. Installation				
DNI		1	\$7,810.00	\$7,810.00
INSTALL CHARGE				
				\$7,810.00
Sub Total:				\$55,356.44
Grand Total:				\$55,356.44

Part Number	Qty	Purchase	Ext Purchase
Approved By: _____		Date: _____	
Name			

Title		PO: _____	

-
1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
 2. Deposit may be required with order; Net 30 days of Shipment of Product.
 3. Chairs are for representational purposes only.
 4. Lead time 45-60 days after receipt of Purchase Order issued to Watson Furniture Group.
 5. Completed Order consist of signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
 6. Change Order Fee (minimum \$500) may be applicable after 5 business days of Complete Order submission.
 7. Re-Scheduled Delivery & Installation requires 4 week notification.
 8. There will be a \$500 (Net per order) Finish Configuration Fee added IF a color scheme is chosen outside of the eight (8) standard color schemes.
 9. Pricing will be valid for four (4) months after receipt of Purchase Order any orders that have not been manufactured within this time frame will be subject to a price change.


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.: EC07-14

Date Prepared: 12/10/2014

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Kyle Police Dept. TX	Contractor:	Watson Furniture Group, Inc. dba Watson Dispatch
Contact Person:		Prepared By:	Kelly Dowling
Phone:		Phone:	(800) 426-1202
Fax:		Fax:	(360) 394-1322
Email:		Email:	kdowling@watsonfg.com

Catalog / Price Sheet Name:	Watson Dispatch Consoles
General Description of Product:	911 Console Furniture

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
SEE ATTACHED QUOTE Q.F03-KylePDI.02			
Total From Other Sheets, If Any:			
Subtotal A:			\$55,356.44

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
SEE ATTACHED			
Total From Other Sheets, If Any:			
Subtotal B:			\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.		For this transaction the percentage is:	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

SEE ATTACHED			
Subtotal C:			\$ -

Delivery Date:	TBD	D. Total Purchase Price (A+B+C):	\$55,356.44
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Item # 8

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 6, 2015
 CONTACT CITY DEPARTMENT: Police Department
 CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT:

Approve a purchase order in an amount not to exceed \$55,356.44 to WATSON FURNITURE GROUP, INC., d/b/a WATSON DISPATCH, Poulsbo, Washington, for the purchase of four (4) Mercury Dispatch Consoles through Houston-Galveston Area Council (HGAC Buy Contract # EC07-14) for the Police Department's Communications Division.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to WATSON FURNITURE GROUP, INC., d/b/a WATSON DISPATCH will require expenditure of funds from the Fiscal Year 2014-15 approved budget of the Police Department as follows:

1. City Department:	Police Department
2. Project Name:	Consoles for KPD Dispatch Operations
3. Budget/Accounting Code(s):	110-155-57111
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 60,000.00
6. Unencumbered Balance:	\$ 60,000.00
7. Amount of This Action:	<u>\$(55,356.44)</u>
8. Remaining Balance:	<u>\$ 4,643.56</u>

FUNDING SOURCE OF THIS ACTION:

The funding for this Purchase Order will be provided from the Fiscal Year 2014-15 approved budget of the Police Department.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 12/26/2014

Pervez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Agreement with Natelson Dale Group for Market Study

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Approve an agreement for professional services in an amount not to exceed \$74,490.00 between the City and THE NATELSON DALE GROUP, INC., for a Strategic Plan & Target Market Study projecting the next five years of economic development. ~ *Diana Blank-Torres, Director of Economic Development*

Other Information: On 12/02/2014 Council approved funding and the selection of the Natelson Group as a consultant to conduct an strategic plan & target market study projecting the next five years of economic development. This item is to consider the actual agreement for the study and includes the Scope of Work.

See Attachments.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Fiscal Note](#)
- [Agreement](#)
- [Scope of Work](#)
- [Revised Cost Proposal](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN & TARGET MARKET STUDY
BETWEEN CITY OF KYLE AND THE NATELSON DALE GROUP, INC.**

THIS AGREEMENT (“Agreement”) is entered into by and between the CITY OF KYLE, TEXAS, a home rule city (“City”), acting by and through authorization of the City Council of the city, and THE NATELSON DALE GROUP, INC. (“Natelson”) for economic development consulting and professional services (“Services”).

WHEREAS, the City desires to obtain the Services for developing a Strategic Plan & Target Market Study (“Project”); and,

WHEREAS, Natelson is qualified and capable of performing the Project proposed herein to the satisfaction of the City and is willing to enter into this Agreement with the City to perform the Services as agreed upon and set forth herein;

NOW, THEREFORE, the City and Natelson (collectively referred to as the “Parties”) hereto mutually CONTRACT, COVENANT and AGREE as follows:

**ARTICLE 1
SERVICES TO BE PROVIDED; COMPENSATION**

- 1.1 The City agrees to retain Natelson, and Natelson agrees to perform the Services required for the Project as set forth herein as a professional consultant.
- 1.2 Natelson shall provide its Services in accordance with the normal degree of care and skill of other reputable economic development consultants and professionals by providing similar services on similar projects of like size and nature. No other guarantee or warranty of any kind expressed or implied at common law or created by statute, is extended, made, or intended by the rendition of Natelson’s Services.

**ARTICLE 2
SCOPE OF SERVICES**

- 2.1 Natelson agrees to provide and accomplish all Services described in EXHIBIT “A” – Scope of Work, attached to this Agreement and incorporated as a part hereof by reference herein.
- 2.2 The Scope of Work described in EXHIBIT “A” shall be completed within 180 days from the effective date of this Agreement but may be extended by mutual consent of the Parties, including extending the Agreement for final reviews or additional services agreed upon by the Parties.
- 2.2 Natelson shall perform such Services on the Project to the full satisfaction of the City.

**ARTICLE 3
COMPENSATION**

- 3.1 The City agrees to compensate Natelson for its Services on the Project by payment in an amount not to exceed SEVENTY FOUR THOUSAND, FOUR HUNDRED, NINETY DOLLARS (\$74,490.00) and Natelson agrees to accept said amount as full and final compensation for the Services provided and accomplished on the Project.
- 3.2 If Natelson's work is periodically satisfactory and accepted by the City, the City shall pay Natelson in accordance with the "Project Schedule and Billing Milestones" included in EXHIBIT "A" of this Agreement.

**ARTICLE 4
ADDITIONAL SERVICES; COMPENSATION**

- 4.1 The City shall not be liable to compensate Natelson, its agents, employees, servants, subcontractors, or other third parties retained by Natelson for the purpose of completing the Project which exceed the Services set forth in EXHIBIT "A" ("Additional Services") unless the Parties mutually consent and agree in writing to amend this Agreement to include Additional Services and compensation thereof. Additional Services shall not be performed by Natelson unless and until the City gives its written approval for such Additional Services to be performed by Natelson.
- 4.2 Notwithstanding subparagraph 4.1, the City Council may vote to ratify the compensation for Additional Services performed by Natelson, if Natelson provides a valid reason or reasons for performing the Additional Services without the prior written consent of the City. Ratification by the City Council is required for payment of compensation regardless of the amount of compensation for the performance of Additional Services.
- 4.3 Natelson shall provide plans, specifications, maps, exhibits and other documents relevant to the Project upon request by the City at actual invoice cost of such items to Natelson.

**ARTICLE 5
SERVICES BY THE CITY**

- 5.1 In general, the City will render services as follows:
- 5.1.1 Provide available criteria and full information as to the City's requirements for the Project;
- 5.1.2 assist Natelson by placing at its disposal all available written data pertinent to previous operations, reports, and any other data affecting the design and/or construction of the Project unless the City deems said information confidential;
- 5.1.3 assist with providing ingress and egress on private property, if required;

- 5.1.4 no later than thirty (30) calendar days from the date of submittal, examine documents submitted by Natelson and render decisions pertaining thereto in order to avoid delay in the progress of Natelson's services; and,
 - 5.1.5 timely provide to Natelson information that is required or necessary for the orderly progress of the Scope of Work.
- 5.2 Natelson will be entitled to rely upon the City's decisions pertaining to this Project and rely upon the accuracy and completeness of all information and data provided by or through the City; further, all notices or information will be deemed made when conveyed in writing to Natelson.
- 5.3 The services, information and reports required above will be furnished at the City's expense.

ARTICLE 6 PROJECT DOCUMENTS

- 6.1 All documents including, but not limited to, tracings, drawings, estimates, specifications, investigations, and studies completed or partially completed ("Documents"), with the exception of those standard details and specifications regularly used by Natelson in its normal course of business, will upon payment of all amounts rightfully owed by the City to Natelson herein be the property of the City. The latest version of all Documents including, but not limited to, tracings, drawings, estimates, specifications, investigations, and studies completed or partially completed will be available to the City no later than thirty (30) calendar days from the date the City makes a verbal or written request to Natelson.
- 6.2 Natelson, its agents, employees, servants, subcontractors, or other third parties retained by Natelson for the purpose of completing the Project will be liable to the City for any loss or damage to any such Documents while they are in the possession of or while being worked upon by Natelson or anyone connected with Natelson. All Documents so lost or damaged will be replaced or restored by Natelson without cost to the City. Any reuse or modification of such Documents for purposes other than those intended by Natelson shall be at the City's sole risk and without liability to Natelson, but Natelson shall remain responsible for modifications to the original Documents on the original Project due to the negligence, malfeasance, or willful misconduct of Natelson. Upon completion of the Project, all Documents shall be transferred to the City.

ARTICLE 7 INDEPENDENT CONTRACTOR; SCHEDULING OF WORK

- 7.1 It is understood and agreed by the Parties that Natelson will work as an Independent Contractor by the City, will have ultimate control of the Services to be rendered except as otherwise provided in this Agreement or in the event said control shall be in violation of this Agreement, and that no work under EXHIBIT "A" shall proceed until Natelson is given notice in writing by the City or its representative-employee to proceed with the work. A notice provided via electronic email shall suffice as adequate notice. In the event Natelson does work before it is

instructed in writing to proceed, the City shall not be obligated or in any way liable for payment of compensation or other reimbursement to Natelson.

ARTICLE 8 TERMINATION

- 8.1 It is agreed and understood by the Parties that the City may cancel or indefinitely suspend further work on the Project or terminate this Agreement upon fifteen (15) days written notice to Natelson with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement will cease.
- 8.2 The City may cancel or indefinitely suspend further work on the Project or terminate this Agreement only in the event the City in good faith has grounds to believe that Natelson is not performing its Scope of Work as set forth in this Agreement or may be engaged in other acts or omissions to act that amount to a breach of contract under law. The City shall provide in the notice required under subparagraph 9.1 the grounds for the City's action.
- 8.3 As a condition precedent for the cancellation, indefinite suspension or termination of this Agreement, Natelson shall have the 15-day notice period to cure such grounds upon which the City relies and shall have failed to so cure. Before the end of such 15-day period, Natelson may invoice the City for all work completed satisfactorily to the City and will be compensated in accordance with the terms of this Agreement, based on the Scope of Work completed satisfactorily to the City. All Documents related to the Project will become the property of the City upon termination of the Agreement.
- 8.4 The City is not required to compensate Natelson for any work which fails to meet the Scope of Work or the sound professional practices that apply to economic development consultants or professionals. The City shall notify Natelson of said practices alleged to be breached by Natelson in the event the City fails or refuses to compensate Natelson for the work agreed upon to be performed by Natelson under this Agreement. Further, the City is not required to compensate Natelson if Natelson is otherwise in default under this Agreement. The Parties retain their respective rights and remedies under law, and this Agreement does not, nor shall be interpreted, to waive or otherwise modify said rights.
- 8.5 The Parties understand and agree that time is of the essence and that any failure of Natelson to complete its services within the time limit established herein solely due to the fault of Natelson will constitute a material breach of this Agreement. However, it is agreed that Natelson must use sound professional practices in its performance under this Agreement. Where damages are caused to the City due to Natelson's failure to perform under this subparagraph, as determined by the City Council, the City may withhold all or any portion of Natelson's compensation hereunder without waiver of any of either Party's additional legal rights or remedies.
- 8.6 Natelson shall have the right to terminate this Agreement on fifteen (15) days written notice to the City should the City fail to perform its obligations herein to the satisfaction of Natelson. In the event of termination, Natelson will be paid for all Services rendered to date of termination,

subject to invoices presented by Natelson to the City for payment, and further subject to satisfactory acceptance by the City of the work to be compensated for.

- 8.7 Notwithstanding anything contained herein to the contrary, the City will have the right to withdraw from this Agreement on the last day of the City's current fiscal year in the event of non-appropriation of funds by its governing body, and providing ten (10) days written notice from the City to Natelson.

ARTICLE 9 DAMAGES

- 9.1 In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Damages against the City, if any, will be limited to amounts recoverable under § 271.153 of the Texas Local Government Code. Natelson may seek payment of compensation by mediation or by a lawsuit filed in a court of competent jurisdiction on the sole ground that the City failed or refused to pay compensation legally due and owing Natelson pursuant to this Agreement.

ARTICLE 10 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- 10.1 Approval by the City will not constitute nor be deemed a release of the responsibility and liability of Natelson, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the City for Natelson's negligent acts, errors or omissions ("default") in the performance of the professional services that are the subject of this agreement, including the preparation of the designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the City for Natelson's negligent acts, errors or omissions in the performance of the professional services that are the subject of this Agreement, including the preparation of the designs, drawings, or other documents prepared by Natelson, its agents, employees, servants, subcontractors, or other third parties retained by Natelson.

ARTICLE 11 INDEMNIFICATION

- 11.1 Natelson will indemnify and hold the City and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expense, including costs of court, reasonable attorneys' fees, expert witnesses' and consultants' fees, on account of damage to property and injuries, including death, to all persons, whether caused by Natelson or its officers, agents, employees, subcontractors, licensees, or invitees to the extent caused by any act of negligence or intentionally wrongful act or material breach of any obligation under this Agreement, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewith resulting from such act of negligence or intentional act or breach for which Natelson is found to be legally liable.

- 11.2 The indemnity obligations herein shall survive the termination of this Agreement for any reason and shall survive the completion of the work on the Project.
- 11.3 It is understood and agreed by the Parties that the indemnity and defense obligations contained and described herein shall be interpreted in accordance with Texas law current as of the date of this Agreement. Neither Party to this Agreement will allege, claim, file suit or otherwise demand that the other Party provide any indemnity or defense as such may relate to the negligent acts, errors or omissions of the claiming Party.

ARTICLE 12 INSURANCE

- 12.1 Natelson will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by Natelson's negligent act, or error or omission in an amount of not less than \$250,000 per claim and \$500,000 annual aggregate. Natelson agrees to maintain professional liability insurance during the term of this Agreement and, if the policy is on a claims-made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage, providing such coverage is readily available and financially feasible. Natelson further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this Agreement if Natelson changes insurance carriers during this extended indemnity period.
- 12.2 Natelson will further maintain general commercial liability coverage with minimum limits for damages resulting from bodily injury or death of \$250,000 per person and \$500,000 per occurrence, and \$100,000 per occurrence for property damage, or single limit of \$500,000.
- 12.3 Natelson further agrees that with respect to the above required liability insurance, the City will be:
- 12.3.1 named as additional insured for general liability insurance;
- 12.3.2 provided with a waiver of subrogation, in favor of the City;
- 12.3.3 provided with thirty (30) days advance written notice of cancellation, or nonrenewal (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate);
- 12.3.4 upon execution of this Agreement by Natelson, be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above limits and requirements and subject to approval by the City Attorney.
- 12.4 The insurance requirements set out in this section are independent from all other obligations of Natelson under this Agreement and apply whether or not required by any other provision of this Agreement.

ARTICLE 13
NOTICES

- 13.1 This contract will be administered on the City's behalf by the director of economic development. All notices, documentation, or questions arising under this Agreement should be addressed to said director at:

City of Kyle
ATTN: Director, Economic Development
100 W. Center Street
Kyle, Texas 78640

All written notices from the City to Natelson will be addressed to Natelson as follows:

The Natelson Dale Group, Inc.
ATTN: Roger A. Dale
24835 E. La Palma Avenue, Suite I
Yorba Linda, CA 92887

ARTICLE 14
GENERAL PROVISIONS

- 14.1 Assignment. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.
- 14.2 Force Majeure. The City agrees that Natelson is not responsible for damages arising from any circumstances beyond Natelson's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in a timely manner; failure of performance by the City or the City's other subcontractors or consultants; or discovery of any hazardous substances or differing and unforeseeable site conditions.
- 14.3 Mediation. In the event a dispute arises between the City and Natelson in the application or interpretation of this Agreement, or one or more of its provisions, the Parties may mutually agree to take such dispute to a mediator mutually agreed upon by both Parties for resolution. Neither party is bound to the mediator's decision.
- 14.4 Venue. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will lie exclusively in a court of competent jurisdiction in Hays County, Texas, and such court will interpret this Agreement in accordance with the laws of the State of Texas.

- 14.5 Entire Agreement. This instrument represents the entire understanding between the City and Natelson in respect to the Project and may only be modified in writing signed by both Parties.
- 14.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.
- 14.7 Compliance with Laws. The Parties will comply with all applicable federal and state laws, the Charter and the Code of Ordinances of the City of Kyle.
- 14.8 Captions. The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms and conditions of this Agreement.
- 14.9 Execution; Effective Date. The execution of this Agreement shall be effective upon the approval of the City Council by majority vote and upon the signatures of Natelson’s designated representative and the mayor of the City affixed hereto. An executed original of this Agreement shall be kept on file in the City Secretary’s office.

IN WITNESS WHEREOF, the City of Kyle, Texas has caused these presents to be executed by its Mayor and attested by its City Secretary and executed by Natelson’s designated representative as signed hereinbelow this _____ day of _____, 20__.

THE CITY OF KYLE, TEXAS

THE NATELSON DALE GROUP, INC.

BY: _____
R. Todd Webster, Mayor

BY: _____
Roger A. Dale
TITLE: _____

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

W. Ken Johnson, City Attorney

EXHIBIT “A”

Scope of Work Strategic Plan & Target Market Study The Natelson Dale Group, Inc.

[see attached]

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 6, 2015
CONTACT CITY DEPARTMENT: Economic Development
CONTACT CITY STAFF: Diana Blank-Torres, Director

SUBJECT:

Approve an agreement for professional services in an amount not to exceed \$74,490.00 between the City and THE NATELSON DALE GROUP, INC., for a 5-year economic development Strategic Plan & Target Market Study.

CURRENT YEAR FISCAL IMPACT:

The fee paid under this professional services agreement to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 will require a budget amendment.

The Fiscal Year 2014-15 approved budget for the Economic Development Department includes funding in the amount of \$65,000 for the City's Economic Development Strategic Plan & Target Market Study. If City Council approves the professional services agreement with THE NATELSON DALE GROUP, INC., to conduct this study, staff will bring forward a budget amendment at a future date to provide full funding for the study.


1. City Department:	Economic Development Department
2. Project Name:	Strategic Plan & Target Market Study
3. Budget/Accounting Code(s):	110-119-55322
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 65,000.00
6. Unencumbered Balance:	\$ 65,000.00
7. Amount of This Action:	<u>\$ 74,490.00</u>
8. Budget Amendment Required:	<u>\$ 9,490.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this professional service agreement will be provided from the Fiscal Year 2014-15 approved budget of the Economic Development Department (General Fund). Approval of this item will also authorize City staff to bring forward a budget amendment at a future date to provide full funding for the study.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 12/26/2014
Perwez A. Moheet, CPA - Date
Director of Finance

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
 CONTACT CITY DEPARTMENT: Economic Development
 CONTACT CITY STAFF: Diana Blank-Torres, Director

SUBJECT:

Consider and take possible action to select a consultant to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 and direct the City Manager to bring a budget amendment at a future date in order to provide full funding for the study.

CURRENT YEAR FISCAL IMPACT:

The fee paid under this professional services agreement to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 will require a budget amendment.

The Fiscal Year 2014-15 approved budget for the Economic Development Department includes funding in the amount of \$65,000 for the City's Economic Development Strategic Plan & Target Market Study. If City Council approves the selection of the consultant to conduct this study, staff will bring forward a budget amendment at a future date to provide full funding for the study.

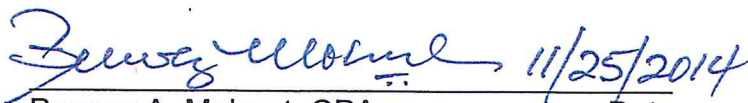
1. City Department:	Economic Development Department
2. Project Name:	Strategic Plan & Target Market Study
3. Budget/Accounting Code(s):	110-119-55322
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 65,000.00
6. Unencumbered Balance:	\$ 65,000.00
7. Amount of This Action:	\$ <u>74,490.00</u>
8. Budget Amendment Required:	\$ <u>9,490.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this professional service agreement will be provided from the Fiscal Year 2014-15 approved budget of the Economic Development Department (General Fund). Approval of this item will also authorize City staff to bring forward a budget amendment at a future date to provide full funding for the study.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Pervez A. Moheet, CPA
Director of Finance

- Date

Scope of Work

Strategic Plan & Target Market Study

The Natelson Dale Group, Inc.

Task 1. Inventory of Existing Conditions

For the analysis of existing conditions, the TNDG team will coalesce data from a variety of sources into databases for sequential analysis. The data sets will include:

- Economic and demographic base data
- Labor force characteristics
- Locational data
- Market conditions
- Competitive Policy Review

As an initial step in undertaking this task, the TNDG team will review existing planning and economic development strategies and plans for the City of Kyle. In addition to reviewing the City's strategic plans, TNDG will also review regional (metro Austin and San Antonio) strategic plans that could influence the City's development prospects and strategic direction.

Task 1.1 Economic and demographic base

The TNDG Team will compile several key data elements focused on industry performance, strengths, opportunities, and workforce alignment, and analyze the data. The intent of this step will be to evaluate the economy at both overview and detailed levels, and to provide an overall assessment of economic performance for Kyle with respect to the relevant economic region. Taking this regional view will allow an improved assessment of the functional economic area in which the City and its businesses operate, with consideration of:

- Consumer commerce flows;
- Supply-chain linkages;
- Socio-economic characteristics of residents and labor force characteristics.

Key data characteristics the Team will compile and analyze at the industry level include the following. Where applicable, economic and demographic data will be compared to figures for Hays County, the nearby metro areas (Austin and San Antonio) and Texas as larger reference areas.

- Demographic conditions (e.g. age, race/ethnicity, education, etc.)
- Workforce characteristics.
- **Size and Historical Growth:** Measures the current employment and past performance of an industry sector and identifies whether industries have been growing/declining/emerging and the rate of change.

- **Future Growth Projection:** Incorporates historical growth and performance with additional factors and expectations of growth/decline at a larger geographic scale (i.e., state or nation-wide and even global expectations).
- **Industry Concentration (Location Quotient):** The location quotient variable is a comparative statistic used to calculate the relative employment concentration of a given industry against the average employment of the industry in a larger geography (e.g., nation).
- **Industry Competitiveness Effect (Shift Share Analysis):** A standard method of regional economic analysis that attempts to separate regional job growth into its component causes of 1) National growth effect, 2) Industrial mix effect, and 3) Regional competitiveness effect.
- **Trade Flows - Export Orientation:** This variable can be measured in more than one way. Through the development of an input-output model, metrics estimating export amounts can be calculated for as many as 420 industry codes. Industries that predominately export their product bring new money into the economy, which in turn drives many other local sectors and service providers.
- **Trade Flows - Excess Demand:** Measured using an input-output model, excess demand can also be viewed as regional imports. The metric describes how much of a good or service is purchased from outside the area and can indicate the area's inability to produce its own supply.
- **Job Multiplier Effects:** A jobs multiplier indicates how important an industry is in regional job creation.
- **Earnings Multiplier Effects:** An earnings multiplier indicates the level of additional earnings associated with adding one new dollar of earnings to an industry in an economy.
- **Industry Average Wage:** This metric is calculated based on an industry staffing pattern and the average occupational wage associated with that staffing pattern. The industry average wage provides a perspective on the quality of jobs within a given industry, answering the question of whether the industry typically provides family-sustaining wages.

Task 1.2 Locational Data

The TNDG team will compile data on locational attributes of the community including employment centers and other business concentrations, key infrastructure elements, community amenities, educational facilities, and the like. The inventory will include locations of elements within this inventory that are outside the City but are necessary for most business operations (and residents).

Task 1.3 Market Conditions

As part of the market assessment, the TNDG Team will prepare a matrix of market-related characteristics affecting the City's priority development areas: attributes, challenges, existing development "inertia," the potential for redevelopment, etc. – as these conditions pertain to retail/service development and the goal of growing the industry/job base. All of these areas, those of highest priority and other areas, will also be reviewed within the matrix in terms of how each fits with the overall vision of expanded retail/services and job development. Analysis of all these areas will include review of Specific Plans, Master Plans, and other related existing documents.

Task 1.4 Policy Review

City fees, policies, regulations, codes, etc., will be reviewed in terms of the need to maintain an appropriate balance between the fiscal needs of the City and competitive realities.

Deliverable: Summary of Demographic and Socioeconomic Conditions for Kyle

Task 2. Retail, Commercial and Industrial Leakage Analysis

At the local level, success in economic development is often measured in terms of the strength of a community's commercial and industrial real estate markets. TNDG's approach to economic development explicitly recognizes the direct link between a community's real estate development capacity and its broader economic development goals such as industry attraction, fiscal strength, and residential quality of life. To this end, TNDG has developed time-tested proprietary models to estimate demand leakage and forecast future development opportunities for retail, office and industrial facilities. These models and their application to the Kyle analysis are described below.

Retail Leakage/Demand Model. TNDG's retail demand model estimates current and future spending potentials based on resident/visitor demographics. For Kyle, the model will be used to:

- Evaluate future growth in retail sales potential in the market area, broken down by major retail sales category (e.g., apparel, furniture, general merchandise, home improvements, restaurants, etc.). The projections will be expressed in terms of both dollars and square footages supportable.
- Estimate the shares of future retail demand that could realistically be captured in Kyle (given the market shares of neighboring jurisdictions) at specific "opportunity sites" within the City.
- Express "bottom line" findings in terms of square feet of retail space that could potentially be absorbed at the , with the total numbers broken-down as appropriate by major retail category and facility type.

Office/Industrial Space Demand Models. For office/industrial uses, a companion model (to the retail/service model) will be created to analyze the trade area and type of employment that would generate demand for space. In particular, TNDG will forecast potential employment growth by industry and translate the employment numbers into corresponding demand for office and industrial space. TNDG's employment projections will be closely tied to the target industry analysis completed for the overall project.

Deliverable: Summary of Leakage by Use Type

Task 3. Stakeholder Engagement Process

TNDG will facilitate all stages of the economic development strategic planning process including meetings with City staff and other stakeholders as necessary. TNDG will coordinate with City personnel throughout the process, with an initial emphasis on confirming the overall conceptual framework and process-design details, including the stakeholder-involvement processes. For example, TNDG will review with City personnel at the outset of the assignment the potential for using a "Summit" process for engaging stakeholders, to help establish long-term commitments from key stakeholder partners. This process, used successfully in TNDG strategic plan development for other communities, would consist of a progressive series of three stakeholder meetings/workshops during the course of the assignment and would be designed to "institutionalize" periodic (e.g., annual) follow-up stakeholder meetings *subsequent* to the completion of the plan. In TNDG's experience, the follow-up meetings provide a

highly effective mechanism for monitoring (and showcasing) implementation progress and, very importantly, for maintaining the stakeholders' interest in (and sense of accountability for) long-term success of the program. At a minimum, this group would include the Economic Development and Industry Stakeholder Group, along with other interest groups as identified in consultation with the Town. Invitations can also be directed to the general public as the City sees fit. **Note that TNDG is suggesting this process, although a less involved outreach process could also be easily adapted to the rest of the work scope as proposed below.**

The proposed sequence of Summit meetings for this process would be as follows:

- Summit Meeting #1 would occur early in the process and would have two major purposes: (a) the TNDG team would present key findings from the team's preliminary technical studies; and (b) TNDG would facilitate a workshop to get the stakeholders' initial ideas on economic development goals, key issues, and constraints and opportunities affecting Kyle's economic development potentials.
- Summit Meeting #2 would occur in the second half of the Plan-development process. TNDG would present a preliminary (larger than final) list of target industries and a general strategic framework for the plan, and then facilitate a workshop to get stakeholder input on potential implementation strategies.
- Summit Meeting #3 would occur approximately one month before the end of the process. At this meeting TNDG would review the draft strategic plan (which would be circulated to the stakeholders in advance of the meeting) and will get feedback from the stakeholders regarding: (a) prioritization of the specific strategies included in the plan, and (b) designation of "lead entities" (i.e., specific Town departments and/or external "partner" organizations) for each implementation strategy.

The stakeholder engagement process will assist the TNDG team with the sequential Target Industry analysis and inform the development of the Strategic Action Plan and Strategic Plan report, discussed below.

Task 4. Target Industry & Business Case Analysis

Compile economic profile for Kyle and the region as a basis for future benchmarking

The TNDG Team will undertake a detailed economic and industry evaluation of Kyle and the surrounding Austin and San Antonio metropolitan regions, especially focused on how Kyle contributes to the overall success and growth of the region and vice versa. Specifically, the TNDG Team will conduct a multi-tiered analysis that evaluates the City's economy at both an overview and detailed level, as well as providing an overall assessment of economic performance with respect to the City, county, and region. Taking this regional view will allow an improved assessment of the functional economic area in which the City and its businesses operate, taking into account, for example:

- Workforce flows (cross-commuting);
- Consumer commerce flows;

- Supply-chain linkages;
- Demographic differences among residents including labor force characteristics.

For example, the economic base analysis will assess what major industry sectors are driving the economy (i.e. what sectors are bringing in new dollars to the economy that subsequently create larger economic multiplier effects). Building on the industry data compiled earlier in the process, Task 3 will provide a more in-depth application of the following metrics and analytical techniques by detailed industry sector (as described under Task 1 above):

- Size and Historical Growth
- Future Growth Projection
- Industry Concentration (Location Quotient)
- Industry Competitiveness Effect (Shift Share Analysis)
- Trade Flows - Export Orientation
- Trade Flows - Excess Demand
- Job Multiplier Effects
- Earnings Multiplier Effects
- Industry Average Wage

Review of Existing Economic Incentive Policies. The TNDG Team will complete a review of existing local, regional and state incentive programs. The review will assess Kyle’s existing policies on several dimensions: competitiveness, efficiency, flexibility/adaptability, appropriateness for selected economic development goals and strategies, and applicability to the clusters of interest. The Team will also consider how local incentives can support business development (business creation and expansion). The “efficiency” dimension will be assessed through reviewing the processes for identifying, negotiating, and approving incentive offerings.

Identify existing and potential industry clusters for Kyle using multiple methodologies

Data obtained in the preceding tasks will be used to develop an initial set of potential industries/clusters that will offer growth and development opportunities for the City of Kyle. Some of these approaches are traditional, while others are innovative. Among the traditional approaches, location quotients and shift-share analyses can identify industries with the market potential for growth. Some of the industries possessing local competitive advantage are obvious from casual observation. However, there may be local industries showing unique strengths that are not readily apparent when examining raw data on local employment trends.

In addition, we will use an innovative approach for analyzing trade flow data to identify opportunities based on forward and backward linkages to existing local industries, which will result in the identification of growth opportunities from expanding existing industry clusters and targeting development in new clusters. Dr. Clower has been at the forefront of applying this particular technique for identifying targets of opportunity for recruiting or development local businesses. The Team will also employ traditional regional economic cluster analysis techniques to better understand existing connections among local industries/businesses. Importantly, our multiple technique approach will allow

us to identify commonalities among the various quantitative and qualitative techniques and thereby triangulate our findings on some of the most promising growth opportunities.

Establish analytical criteria to evaluate and prioritize identified industry clusters for additional analysis, including, at a minimum, the existing strength of the cluster in region and City, growth and potential for growth of the cluster, and wage and skill levels associated with the jobs supporting the industry cluster.

There are three primary screening mechanisms that will be used to evaluate and prioritize the list of potential targets for industrial recruitment and development. The first is an assessment of the scale of opportunity. Second, the occupational requirements for each industry/cluster that passes the first screening will be examined and assessed in terms of the potential to create meaningful income opportunities for City residents. In the third screening mechanism, the TNDG Team will review a preliminary list of potential target industries with Summit stakeholders, ideally representing a diversity of industries, civic leaders, and elected officials.

Once the list of potential growth industries/clusters are identified and screened, crossover analyses will identify the workforce skills and related education needs of workers in the identified industries. It is not our intent to use the availability of particular skill sets among area workers to screen economic development opportunities, but rather to compare these skills with existing and potential future needs for regional education programs.

Provide a process for selecting desirable industry clusters for Kyle

Given the data-driven nature of these tasks, the research team will employ a multi-step approach to identify, describe, and prioritize target industries/clusters, once an initial list of potential clusters are screened by stakeholders. First, the Team will coordinate with City staff and stakeholders to identify key measurable economic characteristics that will inform the identification of 7-12 potential hub sectors (note: hub sectors serve as the central theme of the cluster). Once the potential hub sectors are identified, selection criteria will be defined to narrow the potential targets to the top 5 targets. These targets will serve as the foundation for identifying supply-chain and supporting industries in the cluster, and industry location requirements. Once identified, the clusters will be presented to stakeholders, who then accept or reject the clusters. In practice, these steps are iterative, but allow stakeholders to revisit previous choices and refine a set of optimal clusters for economic strategy development. Once clusters are accepted, the Team can begin the subsequent tasks of producing detailed descriptions and identifying development strategies for each cluster.

A critical component that differentiates clusters from other sector-strategy-based approaches stems from the interconnected nature of clusters. Certain industries are connected to more than one cluster (a.k.a., “boundary spanners”). For example, a firm that provides critical equipment repair services may be in the supply chains of multiple industry clusters, and thus represents more market potential than shown in any one cluster. These are often excellent opportunities for initiatives focused on growing local small and medium-sized enterprises.

Deliverable: Target Industry Analysis Report

Task 5. Strategic Action Plan and Strategic Plan Development

The TNDG Team will integrate the findings and strategic implications from all preceding tasks into a comprehensive **Strategic Action Plan** and **Strategic Plan** report for Kyle. The Strategic Plan and prioritized Action Plan will provide a detailed blueprint for the City’s economic development programming, with both a 5-year and longer-term focus, for attracting, strengthening, and sustaining the final set of target clusters and implementing other strategies. The Action Plan will detail short- and mid-term goals, including immediate action items, and be organized in terms of the following elements:

- A. Comprehensive **Industry Retention/Expansion/Attraction Strategy** reflecting the specific clusters and market segments identified in the technical analyses. The Industry Retention/Expansion/Attraction Strategy will include the following components (some of which are additionally described below):
 - Specific recruitment goals and objectives in terms of number of firms attracted/developed/retained and total jobs supported.
 - Workforce development strategies oriented to the needs of the priority industry clusters.
 - Recommendations regarding physical infrastructure improvements and other “capacity building” issues relevant to the targeted industry clusters.
 - Recommended marketing framework for a cluster-based strategy.
 - Recognition of existing and potential strategic partnerships with regional economic developments entities.
 - Strategies for supporting and encouraging entrepreneurship and innovative activities within targeted clusters.
- B. A **Workforce Development Interface Strategy**, addressing identified needs for vocational and technical training (consistent with the requirements of the priority industry clusters).
- C. A strategy to address **Other Foundational Elements**, including: 1) recommendations regarding physical infrastructure improvements and other “capacity building” issues affecting the viability of the target clusters, and 2) integration of existing assets such as transportation systems, and key real estate developments.
- D. Recommended measures to ensure the City’s **“Business Friendliness”** (reflecting key competitiveness issues identified above).
- E. General and cluster-specific recommendations for improving the City’s existing **Economic Development Programs and Incentives** (and implementing new initiatives as appropriate).
- F. The TNDG Team will also investigate how **technology innovation and entrepreneurship** can be integrated into the economic development strategic framework. This assessment will include programs at regional universities and colleges that are closely tied to identified target industries, virtual business incubation, availability of business/technical advisory services, and support for innovative technology development.
- G. A **Prioritization/Timing Matrix** indicating the potential timing of the various action items (immediate, 1-2 years, 3-5 years), and identifying the specific projects and programs that would provide the best leverage of available resources.
- H. A **Responsibility Matrix** indicating the entities who would most appropriately be tasked with carrying out various action items (including collaborating regional agencies and private sector

“partners”). The TNDG Team will match the description of resource needs with entities having primary responsibility for implementation, within a matrix format as a part of the Strategic Action Plan. For actions to be undertaken by the City, TNDG will provide general estimates of any new costs associated with specific recommendations. Recommended implementation measures will be phased based on determined levels of priority, anticipated net costs, and realistically available funding resources.

- I. A **Monitoring Program** to track the implementation of the Plan and to refine strategy objectives over time. The monitoring program will include performance-based “metrics” utilizing readily available data sources.

Strategies described in the Economic Development Strategic Plan will be summarized in a clear matrix showing the baseline, goal, strategy and outcome measure for each recommendation. This matrix will be prepared as part of the draft and final Economic Development Strategic Plan documents. The TNDG team will propose a set of quantifiable Performance Measures to incorporate into the Plan.

Deliverable: Strategic Action Plan

Schedule & Billing Milestones

The **Project Schedule** and **Billing Milestones** are shown on the following two pages. The schedule reflects a 6-month completion timeframe.

TNDG Team Proposed Timeline

KYLE STRATEGIC PLAN AND TARGET MARKET STUDY



**Schedule of Payment Milestones by Task
KYLE STRATEGIC PLAN AND TARGET MARKET STUDY**

Scope of Work Elements	Deliverable Milestone	Billable Amount
Task 1: INVENTORY OF EXISTING CONDITIONS	Summary of Demographic and Socioeconomic Conditions	\$15,000
Task 2: RETAIL, COMMERCIAL AND INDUSTRIAL LEAKAGE ANALYSIS	Summary of Leakage by Use Type	\$12,000
Task 3: STAKEHOLDER ENGAGEMENT PROCESS	Completion of Summit Workshop #1	\$3,500
	Completion of Summit Workshop #2	\$3,500
	Completion of Summit Workshop #3	\$3,500
Task 4: TARGET INDUSTRY & BUSINESS CASE ANALYSIS	Target Industry Analysis Report	\$24,000
Task 5: STRATEGIC ACTION PLAN & STRATEGIC PLAN REPORT	Strategic Action Plan Report (Draft)	\$9,000
	Strategic Action Plan Report (Final)	\$3,990
TOTAL COST		\$74,490

MEMORANDUM			
TO:	Diana Blank-Torres Director of Economic Development City of Kyle	DATE:	November 21, 2014
FROM:	Roger Dale, Managing Principal The Natelson Dale Group, Inc. (TNDG)	FILE:	#7239
SUBJECT:	Revised Cost Proposal – Economic Development Strategic Plan & Target Market Study		

First of all, I want to thank you and the other committee members for the opportunity of meeting with you on Wednesday night. We are extremely excited that the committee would like to proceed with our team, subject to our providing a revised cost proposal that meets the City's needs. Based on my discussion with Mayor Pro Tem Hervol, we understand that the City has an established budget of \$65,000 for this contract and that the committee does not want us to materially modify our work scope in order to achieve the needed price reduction of approximately \$25,000. Mayor Pro Tem Hervol suggested that we could potentially "meet halfway," whereby a portion of the cost savings would be achieved by our reducing our fee (without changing the work scope), and the other portion could either be addressed through an increase in the City's available budget and/or modest changes to the scope of work.

Based on the above understanding, we would like to offer the following revised pricing options to the City:

OPTION 1: NO CHANGES TO WORK SCOPE

ORIGINAL PROPOSED BUDGET	\$89,940
LESS: COURTESY DISCOUNT	<u>(\$15,000)</u>
REVISED COST PROPOSAL	\$74,490

Under the revised cost of \$74,490, there would be no changes to the originally proposed work scope. This cost would mean that the City would need to increase the budget allocation for the project by \$9,490.

OPTION 2: \$65,000 BUDGET WITH MODEST CHANGES TO WORK SCOPE

If the City determines that it is not feasible to increase the cost of the contract beyond the allocated \$65,000, the additional cost reduction of \$9,490 could be achieved by modest changes to the scope work (which we believe would not compromise the quality of the final product). Specifically, we would

Memorandum to Diana Blank-Torres
 November 21, 2014
 Page 2

propose to reduce the number of team members that would attend the “summit” workshops and other onsite meetings. The following table compares our staffing of the meetings under the two approaches:

Trip / Meeting(s)	Participating Members of Consultant Team	
	Original Work Scope	Adjusted Work Scope
<u>Trip 1</u> <ul style="list-style-type: none"> Initial meeting with City staff/committee Stakeholder interviews Summit workshop #1 	Roger Dale Joe McClure Bud Weinstein (or Terry Clower)	Roger Dale Joe McClure
<u>Trip 2</u> <ul style="list-style-type: none"> Progress meeting with City staff/committee Summit workshop #2 	Roger Dale Joe McClure	Roger Dale
<u>Trip 3</u> <ul style="list-style-type: none"> Summit workshop #3 	Roger Dale Joe McClure	Roger Dale
<u>Trip 4</u> <ul style="list-style-type: none"> Presentation to City Council (and/or local civic groups) 	Roger Dale	Combine this meeting with Trip 3

Under the adjusted work scope, we would request that 1-2 City staff or committee members help to facilitate the Summit workshops (with our guidance). Any disadvantage from not having the consultants do all the facilitating would be offset to some degree by the increased sense of local “ownership” that would result from more active participation of local stakeholders.

We sincerely hope that one of the above approaches will meet the City’s needs. Please feel free to call me directly (714-692-9596) if you would like to discuss anything or need additional information in order to move ahead with this process. I would be available Monday morning or anytime Tuesday if you would like to schedule a conference call with Mayor Pro Tem Hervol to review (or refine) the options described above.



CITY OF KYLE, TEXAS

Verizon - site access agrmnt - Dacy
Lane

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a site access agreement with DALLAS MTA, L.P., Bedminster, New Jersey, d/b/a VERIZON WIRELESS, to allow for environmental testing and sampling on City property located at 1401 Dacy Lane (elevated water storage tank) for the placement, maintenance and use of a communications facility. ~ *Harper Wilder, Director of Public Works*

Other Information: See Attachment

Legal Notes:

Budget Information:

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

Attachments / click to download

 [site access agreement](#)

Kyle Dacy

SITE ACCESS AGREEMENT

This Site Access and Indemnity Agreement (this "**Agreement**") is executed by Dallas MTA, L.P. d/b/a Verizon Wireless (the "**Licensee**"), whose principal business address is 180 Washington Valley Road, Bedminster, NJ 07921, and the City of Kyle, Texas (the "**Owner**"), whose mailing address is 100 W. Center St., Kyle, Texas 78640.

BACKGROUND

As part of Licensee's investigations and consideration pertaining to the suitability of that certain real property (the "**Property**") located in Hays County, Texas, as more fully described in Exhibit "A", attached hereto and incorporated herein, for the placement, maintenance and use of a communications facility and appurtenant uses, the Owner has agreed to grant to Licensee and other persons, as described herein, a license, among other things, to conduct environmental inspection, testing and sampling activities on the Property.

The purpose of this Agreement is to memorialize the understandings of Licensee and Owner regarding the foregoing investigations, including without limitation, the terms and conditions of the environmental testing and sampling to be conducted by Licensee's authorized agents, contractors, consultants and employees, and to enter a site access license to implement same.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other considerations set forth in this License, Licensee and Owner agree as follows:

- Ownership & Effect.** Owner hereby represents to Licensee that: (1) Owner is the owner of the Property; (2) Owner has exclusive and absolute control over the Property and has not granted to another party the right to use the Property; and (3) Owner is under no legal obligation to restrict Licensee's access or use of the Property in a manner inconsistent with the terms of this Agreement. The Owner hereby grants a license that is limited in purpose and scope to the least amount of access which is required to undertake and fully complete the investigations contemplated herein, and this Agreement does not represent a lease or create in Licensee, any interest in the Property or any other property owned by the Owner or create a partnership, joint venture or any association or relationship between the Owner and Licensee.
- Access to Property and Owner's Consent.** Owner grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the "**Licensee Representatives**"), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of allowing the Licensee Representatives to: (1) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; and (2) conduct physical, structural and geotechnical testing; and (3) conduct environmental inspections, tests, collect samples of soil, water, soil vapor, indoor air, building materials and other substances, including in regard to painted surfaces, sufficient samples of paint by removing it from the structure for laboratory analysis, and perform any other environmental assessment activities that they reasonably determine to be appropriate; and (4) establish wetland and other natural system jurisdictional delineations in cooperation with the appropriate governmental agencies; and (5) conduct boundary and other surveys deemed necessary by Licensee, in Licensee's sole discretion. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, procedures, and treatments to assess (A) the environmental condition of the Property and (B) past or

Kyle Dacy

present compliance with all environmental, health and safety laws applicable to the Property and (C) the business operations conducted on the Property and (D) the structural, electro-mechanical, radio broadcast/receive, or other attributes of the Property necessary to assess its suitability as a communications facility. The Licensee Representatives shall undertake all activities on the Property in compliance with applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Owner's business operations on the Property. As between the Owner and the Licensee, the cost of all such activities shall be the responsibility of Licensee.

3. **Advance Notice.** Before undertaking any activity on the Property, Licensee Representatives shall give Owner reasonable advance notice, either orally (by telephone or in person), or in writing, of planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Notwithstanding anything contained herein to the contrary, 48 hours advance notice given by the Licensee to the Owner shall constitute reasonable advance notice for purpose of this Agreement.

4. **Installation, Sampling, and Removal.** Owner shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal, and related activities that Licensee Representatives desire to conduct on the Property. Owner shall cooperate in locating buried utilities and improvements on the Property at the request of any agent or contractor of Licensee and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Owner's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Owner authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property for the purpose of safety, operation of equipment, testing and sampling activities, and installation or removal of monitoring wells. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Owner upon Owner's request, so long as Owner pays for any and all additional cost incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this License, Licensee shall ensure that Licensee Representatives remove their equipment and restore any part of the Property that was affected by its activities to a condition that is substantially similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Owner from damage to the Property to the extent caused by any of the Licensee Representatives as a result of the activities of Licensee Representatives on the Property. Owner shall promptly notify Licensee and the affected contractor or party in writing of any damage to the Property that has allegedly been caused by any Licensee Representatives pursuant to any activity of Licensee Representatives on the Property, and Licensee shall not have any liability or obligation to indemnify or hold harmless Owner for any damage to the Property unless Licensee receives from Owner written notice of the damage within 30 days of the alleged damage. Licensee's obligations to indemnify and hold harmless pursuant to this agreement are also conditioned upon (a) Licensee being provided with the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of Licensee's choosing and the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property). Before it will be liable to provide any monetary payment to Owner for any indemnified damage to the Property, Licensee and the affected Licensee Representatives shall have the right to restore the part of the Property that has been damaged, using contractors and consultants selected by them. The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any

Kyle Dacy

damage to the Property that is indemnified pursuant to this Section. (b) Owner hereby agrees to indemnify and hold Licensee and the Licensee Representatives harmless from: (1) penalties, legal actions, or suits from regulatory or third party sources the basis of which are not directly related to the actions or inactions of the Licensee or Licensee Representative, and (2) any type of cost, expense or liability the basis of which are not directly related to the actions or inactions of the Licensee or Licensee Representative and (3) any other damages or injuries to Licensee Representatives persons and/or property which arise from or relate to: (i) any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property, (ii) any act or omission of Owner or Owner's tenants, invitees, licensees or other Owner-authorized persons, (iii) any condition or other appurtenance of the Property which was not fully disclosed to Licensee Representatives as to its nature, location and peril, or (iv) any misrepresentation in or breach of warranty of this Agreement.

6. **Confidentiality and Test Results.** Owner understands and acknowledges that the environmental testing to be undertaken herein may create legal duties applicable solely to Owner if conditions of pollution are discovered. Licensee has advised the Licensee Representatives and its contractors to make laboratory test results, wetland and other surveys, and sample locations available to Owner upon Owner's request. However, any reports prepared by Licensee's contractors are confidential, and Licensee may, but is not obligated to provide its confidential reports, other than laboratory test reports and sample locations, to Owner. Owner acknowledges and agrees that it is the sole and lawful owner of any samples that are taken during the activities undertaken pursuant to this License, and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation, and that this media may require off-site disposal based upon test results. Owner agrees to execute all manifests as requested by Licensee Representatives for proper disposal. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Owner.

- (a) **Owner understands and acknowledges that when it is provided test results regarding the environmental condition of the Property, that Owner may have obligations to report such conditions to the appropriate regulatory agency(s). Licensee accepts no responsibility for such reporting, as Licensee does not own, operate, control or otherwise have any interest in the Property at the time of "discovery" of any such condition.**
- (b) **None of the test or inspection results are warranted or guaranteed for any reason whatsoever. Owner understands and acknowledges that any investigation performed by Licensee is solely for the purpose of Licensee obtaining comfort with the condition of the property. The inspections are not intended to comply with any regulatory requirements or to uncover all contamination or conditions that may exist at the time of the inspections. Owner shall not rely upon the test and/or inspection results as being accurate or sufficient for any particular purpose.**

7. **Termination.** This Agreement may be terminated at any time by mutual written agreement of the parties or otherwise, shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Owner, or (2) the date of December 1, 2014.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and

Kyle Dacy

enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Texas and the federal laws of the United States of America.

11. **Notices.** Except for oral notices specifically authorized in this Agreement, every notice, consent, demand, request, and approval required or permitted by this Agreement will be valid only if it is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

<Signature Page to Follow>

Kyle Daey

EXECUTED: _____, 20__.

OWNER:

City of Kyle, Texas

By: _____
Print Name: _____
Title: _____

LICENSEE:

Dallas MTA, L.P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC,
Its General Partner

7/16/14

By: [Signature] (delegated)
Print Name: H. Leo Maschmann
Title: Executive Director - Network

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

Aarcher, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

Kyle Dacy
Exhibit "A"

Exhibit "A"

The Property

OF A 0.918 ACRE TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, THE A. BRICHTA SURVEY, ABSTRACT NO. 517 AND THE A. McCOWN SURVEY, ABSTRACT NO. 327 SITUATED IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT 100.03 ACRE TRACT IDENTIFIED AS THE "SECOND TRACT" OF THAT 217.74 ACRES CONVEYED TO ROBERT LEON BAURELE BY DEED OF RECORD IN VOLUME 191, PAGE 480 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; THE SAID 0.918 ACRE TRACT INTENDED TO BE USED BY THE CITY OF KYLE, TEXAS, FOR A WATER STORAGE SITE AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point near the center of County Road No. 205, being the southeast corner of that 100.03 acre tract identified as the "Second Tract" in that deed conveying 217.74 acres to said Robert Leon Bauerle; from said point of commencement, a 1/2 inch iron rod with a plastic surveyor's cap marked "Byrne", found for the southwest corner of Lot 16 of Kyle Heights Section 2, a subdivision of record in Volume 6, Page 395 of the Plat Records of Hays County, Texas, bears S45°11'00"E, a distance of 29.96 feet, and S45°00'00"W, a distance of 94.96 feet;

THENCE, N45°05'00"E, along the east line of the said 100.03 acre portion of the 217.74 acres, at or near the center of said County Road No. 205, a distance of 496.26 feet to a calculated point; from which point, a 1/2 inch iron rod with a plastic surveyor's cap marked "Byrne", found for the northwest corner of Lot 13 of said Kyle Heights Section 2, bears S44°55'00"E, a distance of 29.24 feet;

THENCE, N44°55'00"W, leaving the east line of the said 100.03 acre portion of the said 217.74 acre Bauerle tract, going across the said Bauerle tract a distance of 20.76 feet to a 1/2 inch iron rod with a plastic surveyor's cap marked "Interstate Surveying, Inc.", set for the intersection with the west right-of-way line of said County Road No. 205; said point being the southeast corner of, and the POINT OF BEGINNING, of the tract described herein;

THENCE, continuing over, across and through the said 100.03 acre portion of the said 217.74 acre Bauerle tract the following three (3) courses and distances:

- 1) N44°55'00"W, a distance of 200.00 feet to a 1/2 inch iron rod with a plastic surveyor's cap marked "Interstate Surveying, Inc.", set for the southwest corner of the tract described herein;
- 2) N45°05'00"E, a distance of 200.00 feet to a 1/2 inch iron rod with a plastic surveyor's cap marked "Interstate Surveying, Inc.", set for the northwest corner of the tract described herein;
- 3) S44°55'00"E, a distance of 200.00 feet to a 1/2 inch iron rod with a plastic surveyor's cap marked "Interstate Surveying, Inc.", set for the point of intersection of the said west right-of-way line of the said County Road No. 205, same being the northeast corner of the tract described herein;

THENCE, S45°05'00"W, continuing over, across and through the said 100.03 acre portion of the said 217.74 acre Bauerle tract, along the said west right-of-way line of the said County Road No. 205, a distance of 200.00 feet to the POINT OF BEGINNING, containing 0.918 acre of land area, more or less, within these metes and bounds.



CITY OF KYLE, TEXAS

Meeting Date: 1/6/2015
Date time: 7:00 PM

Verizon - lease - Dacy Lane

Subject/Recommendation: Approve a 5-year lease agreement with DALLAS MTA, L.P., d/b/a VERIZON WIRELESS, for the installation and maintenance of telecommunications equipment and appurtenances at the City's Dacy Lane elevated water storage tank site, and the use of certain rights-of-way for purposes of access to the same site in exchange for payments to the City in an initial monthly amount of \$1,800.00. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Lease Agreement - Dacy Lane-](#)

[Fiscal Note](#)

LESSEE SITE NAME: Kyle Dacy

LEASE AGREEMENT

This LEASE AGREEMENT (“Agreement”) made this _____ day of _____, 2014, between The City of Kyle, Texas, with its principal offices at 100 W. Center St., Kyle, Texas 78640 (“LESSOR”) and Dallas MTA, L.P., d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LESSEE”). LESSOR and LESSEE may be collectively referred to as “Parties” or individually as “Party.”

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, Parties hereto agree as follows:

1. LEASED PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space (“Tower Space”) on LESSOR’s water tower (“Tower”), located at 1401 Dacy Ln, Unit #B, Kyle, Hays County, Texas, being described in Deed Book 1911 at Page 22 as recorded in the Official Public Records of Hays County, Texas (the entirety of LESSOR’s property being referred to hereinafter as the “Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of LESSEE’s equipment building; together with the non-exclusive right (“Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Dacy Ln, to the Land Space; and together with any further rights- of-way (“Further Rights of Way”) over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right-of-Way and Further Rights-of- Way, if any, are substantially described in Exhibit “A” attached hereto and made a part hereof and are collectively referred to hereinafter as the “Premises.”

In the event any public utility is unable to use the Right-of-Way or Further Rights-of-Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility at no cost to LESSEE.

2. USE OF PREMISES. LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit “B” attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.
3. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit “C” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit “A”. Costs for such work shall be paid by LESSEE.
4. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the

Item # 11

LESSEE SITE NAME: Kyle Dacy

Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$21,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 26 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, the Agreement shall commence on the 1st day of the following month ("Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13. Upon prior written agreement of Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation ("Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation acceptable to LESSEE in LESSEE's reasonable discretion evidencing LESSOR's good and sufficient title to and/or interest in the Property; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 26. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and, notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or

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other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

LESSOR shall at all times during the Term make available electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall at its own expense furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
6. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$23,760.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$26,136.00; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$28,749.60; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$31,624.56.
7. INTENTIONALLY DELETED.
8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.
9. APPEALS OF TAX ASSESSMENTS. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction,

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credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

10. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected, (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory, (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

11. INDEMNIFICATION. Subject to Paragraph 12 below, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

12. INSURANCE.

LESSOR hereby waives and releases any and all rights of action for negligence against LESSEE which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage.

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LESSEE shall at its own cost and expense maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured.

13. LIMITATION OF LIABILITY. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
14. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. Only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises without the prior consent of LESSEE.
15. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 36 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is

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fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
 - c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
 - d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
 - e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.
16. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
17. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. All of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

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18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 18 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
19. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, Item # 11

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judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Kyle, Texas
100 W. Center St.
Kyle, Texas 78640

LESSEE: Dallas MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach.

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provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

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32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are, were or become in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused solely by the specific activities of LESSEE in the Premises.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by

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reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(SIGNATURE PAGE TO FOLLOW)

Item # 11

LESSEE SITE NAME: Kyle Dacy

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals this _____ day of _____, 2014.

LESSOR: The City of Kyle, Texas

By: _____
Lanny Lambert, City Manager

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless
By: Verizon Wireless Texas, LLC,
its General Partner

By: _____
Aparna Khurjekar, Area Vice President Network

LESSEE SITE NAME: Kyle Dacy

EXHIBIT "A"
(SKETCH OF PREMISES WITHIN PROPERTY)

Item # 11

LESSEE SITE NAME: Kyle Dacy

EXHIBIT "B"
EQUIPMENT TO BE INSTALLED

LESSEE is authorized to install and maintain the following equipment:

Antennas:	Twelve (12) panel antennas @ 79' centerline
Number of transmission lines:	Two (2) hybrid flex cables Three (3) home run RET cables Six (6) hybrid flex sector cables
Misc. Equipment:	Six (6) RRHs Eight (8) OVP boxes with pipe mounts RET system (RET units, modems, bias-T's, cables, jumpers, distribution/junction boxes, etc.)
Equipment Shelter with Generator	

Item # 11

LESSEE SITE NAME: Kyle Dacy

**EXHIBIT "C"
(SURVEY)**

(SEE ATTACHED)

Item # 11

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 6, 2015
CONTACT CITY DEPARTMENT: Public Works
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT:

Approve a 5-year lease agreement with DALLAS MTA, L.P., d/b/a VERIZON WIRELESS, for the installation and maintenance of telecommunications equipment and appurtenances at the City's Dacy Lane elevated water storage tank site, and the use of certain rights-of-way for purposes of access to the same site in exchange for payments to the City in an initial monthly amount of \$1,800.00.

CURRENT YEAR FISCAL IMPACT:

The City of Kyle will receive monthly payments in the amount of \$1,800.00 under this lease agreement with VERIZON WIRELESS during the 5-year lease term. The monthly lease payments will be recorded as rental income in the Water and Wastewater Utility Fund as follows:

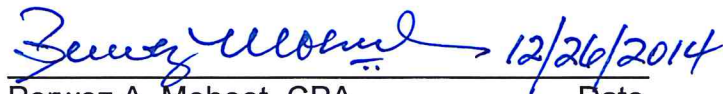
- | | |
|-------------------------------|----------------------------------------|
| 1. City Department: | Public Works |
| 2. Project Name: | Water Tower Rental Income |
| 3. Budget/Accounting Code(s): | 310-820-42424 |
| 4. Funding Source: | Water and Wastewater Utility Fund |
| 5. Amount of This Action: | \$16,200.00 (Estimated Jan - Sep 2015) |

FUNDING SOURCE OF THIS ACTION:

A total of sixty (60) monthly lease payments to be paid by VERIZON WIRELESS to the City of Kyle. It is estimated that the City will receive \$16,200.00 in rental income for 9 months during Fiscal Year 2014-15 and the remaining \$91,800.00 in rental income for 51 months will be received during future fiscal years.

ADDITIONAL INFORMATION/COUNCIL ACTION:

- On June 3, 2014, the City Council approved a 5-year lease agreement with VERIZON WIRELESS for the installation and maintenance of telecommunications equipment and appurtenances at the City's Plum Creek elevated water storage tank site, and the use of certain rights-of-way for purposes of access to the same site in exchange for payments to the City in an initial monthly amount of \$1,800.00.

 12/26/2014

Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

(1st Reading) Ordinance to Rezone to
PUD - Walton Texas LP - Zoning (Z-
14-016)

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 10.111 acres of land from Single Family Residential -1 "R-1-1" to a Planned Unit Development (PUD) Overlay District with a base zoning designation of Single Family Attached / Detached District "R-1-A" on property located on the east side of Lehman Road (CR 204), north side of East RR 150, adjacent on the north side of Brookside PUD, in Hays County, Texas. (Walton Texas LP - Z-14-016) ~ *Debbie Guerra, Planning Technician*

Planning and Zoning Commission voted 3-1 for approval

PUBLIC HEARING

Other Information: Please see attachments.

Legal Notes:

Budget Information: N/A


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

Attachments / click to download

- [Project Location Map](#)
- [Ordinance with Exhibit A and B](#)
- [Staff Memo](#)

MEMORANDUM

TO: Mayor and Members of Council

FROM: Manuel De La Rosa, Director of Planning 

DATE: December 29, 2014

SUBJECT: Walton Texas LP – Zoning Change Application (Z-14-016)

Site Information

The property is currently owned by Walton Texas LP and is in the process of being purchased by Bigelow Homes. The Brookside Planned Unit Development is a development of Bigelow Homes.

The subject property is located on the east side of Lehman Road (CR 204), north side of E. Ranch Road 150, adjacent on the north side of Brookside Planned Unit Development (PUD). The application is to rezone 10.111 acres from Single Family Residential-1 (R-1-1) to a Planned Unit Development (PUD) Overlay District with a base zoning designation of Single Family Attached / Detached District (R-1-A).

Recommendation

The Planning and Zoning Commission held a public hearing on December 23rd, 2014 and considered the matter afterward and voted 3-1 in favor of recommending approval to the Council. However, since the Commission is comprised of seven (7) members, the vote needed to recommend a favorable recommendation was a unanimous 4-0 of the commissioners present. The 3-1 vote was in favor of recommending approval of the zoning change from Single Family Residential-1 (R-1-1) to a Planned United Development (PUD) Overlay District with a base zoning of Single Family R-1-A.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 10.111 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL-1 'R-1-1' TO A PLANNED UNIT DEVELOPMENT 'PUD' OVERLAY DISTRICT WITH A BASE ZONING DESIGNATION OF SINGLE FAMILY ATTACHED/DETACHED DISTRICT 'R-1-A', ON PROPERTY LOCATED ON THE EAST SIDE OF LEHMAN ROAD (CR 204), NORTH SIDE OF EAST RR 150, ADJACENT ON THE NORTHSIDE OF BROOKSIDE PUD, IN HAYS COUNTY, TEXAS. (WALTON TEXAS, LP Z-14-016); 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 ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 10.111 acres from Single Family Residential – 1 'R-1-1' to a Planned Unit Development 'PUD' Overlay District with a base zoning designation of Single Family Attached/Detached District 'R-1-A', on property located on the east side of Lehman Road (CR 204), north side of E. RR 150, adjacent on the north side of Brookside PUD, and the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the ___ day of _____, 2015, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2015, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2015.

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 10.111 ACRE TRACT OF LAND SITUATED IN THE J. JONES SURVEY, ABSTRACT NO. 263 AND M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, BEING A PART OF THE CALLED 342.14 ACRE TRACT OF LAND CONVEYED TO WALTON TEXAS, LP, RECORDED IN VOLUME 4399, PAGE 768, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 10.111 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "Carson Bush" monumenting an angle point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on the northwest corner of the called 26.145 acre tract of land conveyed to BIGELOW SAN MARCOS DEVELOPMENT, LLC, recorded in Volume 4963, Page 874, Official Public Records of Hays County, Texas, for the **POINT OF BEGINNING** hereof;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract, **N 68°10'18" W** for a distance of **29.03 feet** to a calculated point in the westerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on a point in the easterly boundary line of the called 118.832 acre tract of land conveyed to CITY OF KYLE, recorded in Volume 3600, Page 718, Official Public Records of Hays County, Texas, for the southwest corner hereof, and from which a 1/2" iron rod found on the southeast corner of said 118.832-acre CITY OF KYLE tract, bears **S 43°22'14" W** for a distance of 155.41 feet;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract, and said 118.832-acre CITY OF KYLE tract, **N 43°22'14" E** for a distance of **559.20 feet** to a calculated point on southwest corner of a called 30.358 acre tract of land described as AMENDED AND RATIFIED EASEMENT AGREEMENT, recorded in Volume 4888, Page 796, Official Public Records of Hays County, Texas, for the northwest corner hereof, and from which a 60D NAIL found in a fence post on an angle point in said westerly boundary line the 342.14-acre WALTON TEXAS, LP tract, same being on an angle point in said easterly boundary line of the 118.832-acre CITY OF KYLE tract, bears **N 43°22'14" E** for a distance of 1428.97 feet;

THENCE through the interior of said 342.14-acre WALTON TEXAS, LP tract, same being with the southerly boundary line said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract the following six (6) courses and distances:

1. **S 7°49'17" W** for a distance of **347.42 feet** to a calculated point;
2. **S 51°50'33" E** for a distance of **200.58 feet** to a calculated point;
3. **N 89°45'03" E** for a distance of **361.03 feet** to a calculated point;

4. **N 64°39'58" E** for a distance of **167.09 feet** to a calculated point;
5. **S 34°31'41" E** for a distance of **228.24 feet** to a calculated point;
6. **N 58°56'51" E** for a distance of **261.75 feet** to a calculated point;

THENCE departing the easterly boundary of said 30.358-acre AMENDED AND RATIFIED EASEMENT AGREEMENT tract, continuing through the interior of said 342.14-acre WALTON TEXAS, LP tract the following six (6) courses and distances:

1. **S 74°48'51" E** for a distance of **25.57 feet** to a calculated point;
2. **S 59°50'55" E** for a distance of **59.07 feet** to a calculated point;
3. **S 49°15'43" E** for a distance of **73.14 feet** to a calculated point;
4. **S 33°19'11" E** for a distance of **108.26 feet** to a calculated point;
5. **S 17°55'05" E** for a distance of **65.89 feet** to a calculated point;
6. **S 10°11'36" E** for a distance of **27.67 feet** to a calculated point on a point in the southerly boundary line of said 342.14-acre WALTON TEXAS, LP tract, same being on a point in the westerly boundary line of the called 10.04 acre tract of land conveyed to TERRY LEWIS and DEBORAH NAZEMI, recorded in Volume 4334, Page 286, Official Public Records of Hays County, Texas, for the northeast corner hereof, and from which an iron rod found with cap marked "UDG" on an angle point in said southerly boundary line of the 342.14-acre WALTON TEXAS, LP tract, same being on the northwest corner of said 10.04-acre LEWIS/NAZEMI tract, bears N43°45'46" E for a distance of 212.74 feet;


THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract, and with said 10.04-acre LEWIS/NAZEMI tract, **S 43°45'46" W** for a distance of **325.28 feet** to a 60D NAIL found in a fence post, on an angle point in said southerly boundary line of the 342.14-acre WALTON TEXAS, LP tract, same being on the northeast corner of the called 10.001 acre tract of land conveyed to ALAN J. PETLOWANY, recorded in Volume 1819, Page 600, Official Public Records of Hays County, Texas, for the southeast corner hereof;


THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract, and with said 10.001-acre PETLOWANY tract, **N 68°12'57" W** for a distance of **179.28 feet** to a 1/2" iron rod found on the northwest corner of said 10.001-acre PETLOWANY tract, same being on the northeast corner of aforementioned 26.145-acre BIGELOW SAN MARCOS DEVELOPMENT, LLC tract, for an angle point hereof;

THENCE with the common boundary line of said 342.14-acre WALTON TEXAS, LP tract, and with said 26.145-acre BIGELOW SAN MARCOS DEVELOPMENT tract, N 68°10'18" W for a distance of 1246.90 feet to the POINT OF BEGINNING hereof and containing 10.111 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS SOUTH CENTRAL (4204), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

A plat has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100


October 22, 2014
SHANE SHAFER, R.P.L.S. NO. 5281 DATE



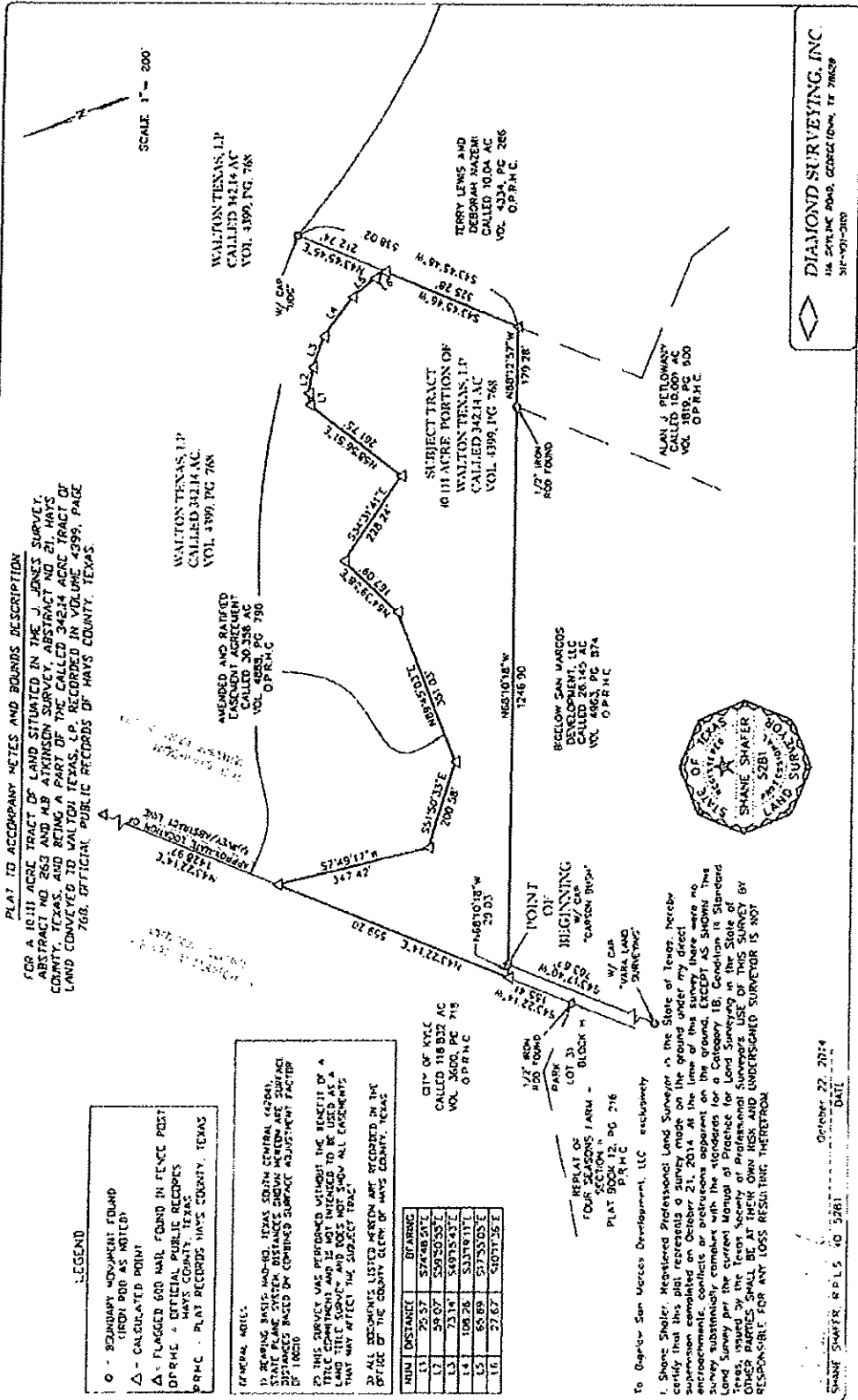
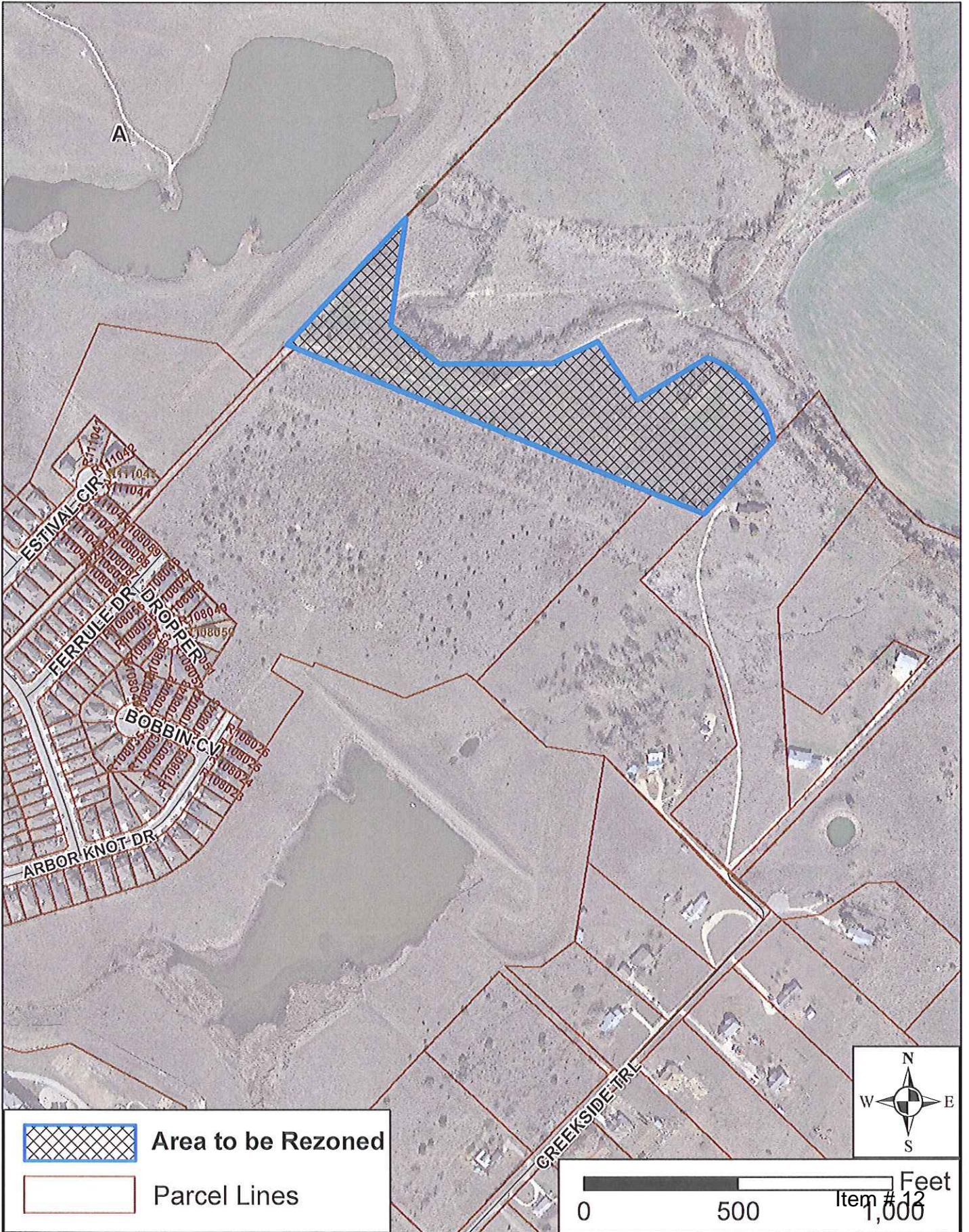
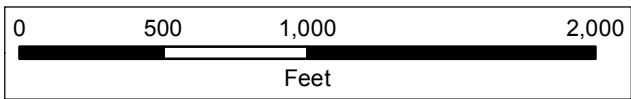
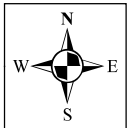
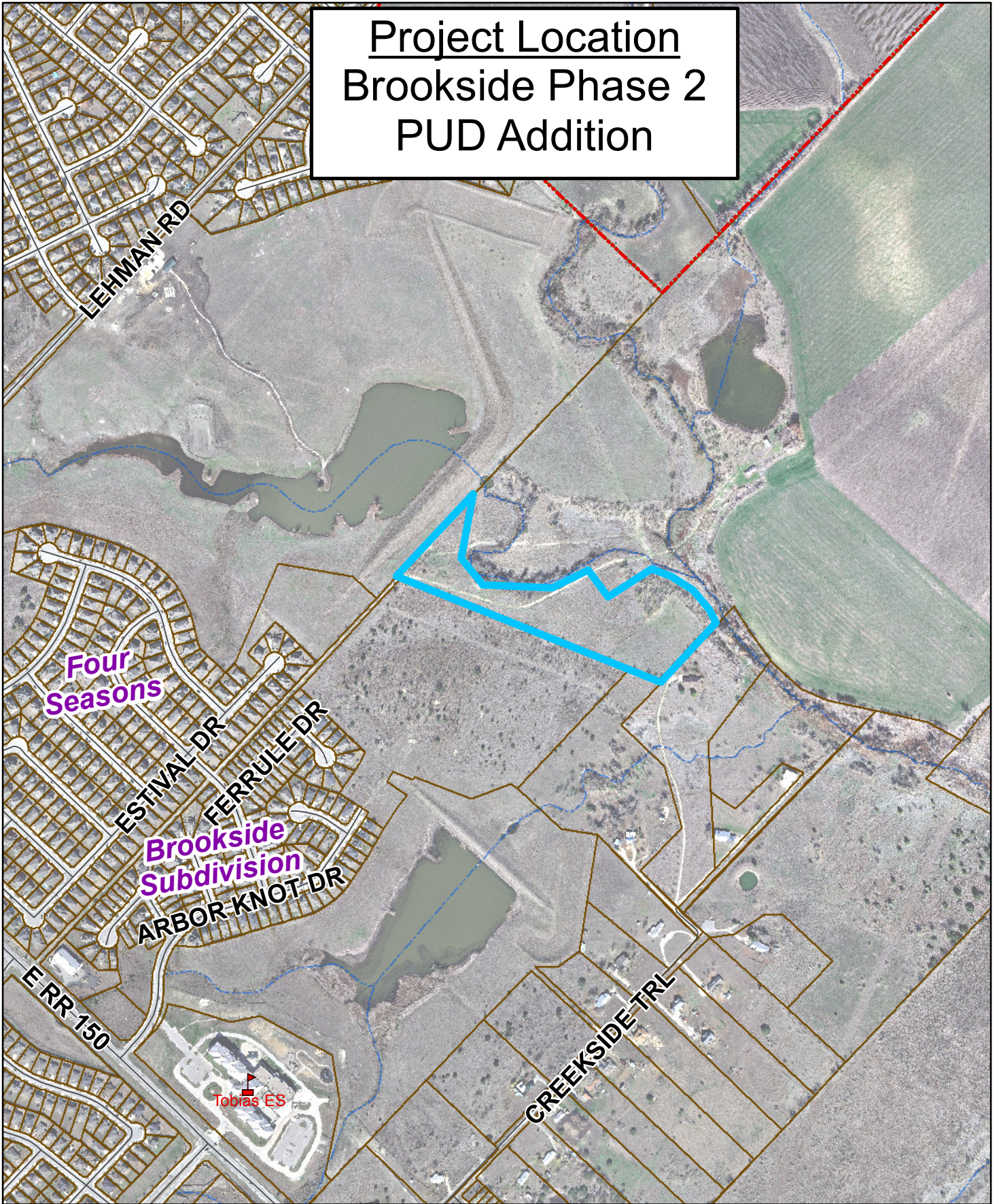


Exhibit B Z-14-016



Project Location
Brookside Phase 2
PUD Addition



 Parcel Lines
Item # 12
 Kyle City Limits



CITY OF KYLE, TEXAS

Meeting Date: 1/6/2015
Date time: 7:00 PM

Resolution - 2016 STEP Grant

Subject/Recommendation:

Approve a resolution of the City Council of Kyle, Texas, authorizing the submission of grant application to the Selective Traffic Enforcement Program (STEP) of the Texas Department of Transportation in an amount not to exceed \$50,000.00 for the purpose of funding a selective traffic enforcement program for fiscal year 2015-2016; authorizing and providing matching funds in an amount not to exceed twenty percent (20%) of the total project cost from the Kyle Police Department's approved budget for fiscal year 2015-2016; agreeing and assuring that in the event of loss or misuse of said grant funds, the city will return the total amount of funds to the Traffic Operations Division of the Texas Department of Transportation; authorizing the mayor to apply for, accept, reject, alter or terminate the grant on behalf of the city council. ~ *Joshua Moreno, Grants Administrator*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

 [Resolution](#)

RESOLUTION NO _____

APPROVE A RESOLUTION OF THE CITY COUNCIL OF KYLE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) OF THE TEXAS DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE PURPOSE OF FUNDING A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM FOR FISCAL YEAR 2015-2016; AUTHORIZING AND PROVIDING MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED TWENTY PERCENT (20%) OF THE TOTAL PROJECT COST FROM THE KYLE POLICE DEPARTMENT'S APPROVED BUDGET FOR FISCAL YEAR 2015-2016; AGREEING AND ASSURING THAT IN THE EVENT OF LOSS OR MISUSE OF SAID GRANT FUNDS, THE CITY WILL RETURN THE TOTAL AMOUNT OF FUNDS TO THE TRAFFIC OPERATIONS DIVISION OF THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY COUNCIL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, the city council finds that it in the best interest of the health, safety, and welfare of the city's residents that a Selective Traffic Enforcement Program is operated for Fiscal Year 2015-2016; and,

WHEREAS, the city council finds that authorizing a grant application to the Selective Traffic Enforcement Program (STEP) of the Texas Department of Transportation in an amount not to exceed \$50,000.00 will provide funding for a Selective Traffic Enforcement Program for Fiscal Year 2015-2016;

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

Section 1. Findings. The above recitals are found to be true and correct and are adopted by the city council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization of application for grant. The city council authorizes the application for a grant in an amount not to exceed \$50,000.00 from the Selective Traffic

Enforcement Program (STEP) of the Texas Department of Transportation for the purpose of providing funding for a Selective Traffic Enforcement Program for Fiscal Year 2015-2016.

Section 3. Matching funds. The city council authorizes and agrees to provide matching funds in an amount not to exceed twenty percent (20%) of the total project cost from the Kyle Police Department's approved budget for Fiscal Year 2015-2016, as required by the terms and conditions of said grant program.

Section 4. Return of grant funds. The city council agrees and assures that in the event of loss or misuse of said grant funds, the total amount of funds will be returned to the Traffic Operations Division of the Texas Department of Transportation.

Section 5. Authorized official. The mayor is authorized to apply for, accept, reject, alter or terminate the grant on behalf of the city council.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by the Open Meetings Act, Chapter 551, Local Government Code, and that public notice of the time, place, and purpose of said meeting was given as required by said Act.

Section 7. Effective Date. This resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle, Texas.

PASSED, and APPROVED this 6th day of January, 2015.

CITY OF KYLE, TEXAS

R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

W. Ken Johnson, City Attorney



CITY OF KYLE, TEXAS

Meeting Date: 1/6/2015
Date time: 7:00 PM

Resolution re: Crosswinds MUD

Subject/Recommendation: Resolution expressing support of City of Kyle, Texas, for legislation amending an Act of the Texas Legislature relating to Crosswinds Municipal Utility District ~ *James R. Earp, Assistant City Manager*

Other Information: Crosswinds Municipal Utility District (the "District") was created by the Texas Legislature and now seeks to amend its jurisdiction to add road powers. The Legislature must amend such by passing further legislation. The MUD requests the support from the municipality where the MUD is located for the passage of the legislation that grants road powers to the MUD. This resolution expresses such support.

Legal Notes:

Budget Information:

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

Attachments / click to download

- [Resolution](#)
 - [Notice of Intent](#)
-

RESOLUTION NO. _____**RESOLUTION EXPRESSING SUPPORT OF CITY OF
KYLE FOR LEGISLATION AMENDING AN ACT
RELATING TO CROSSWINDS MUNICIPAL UTILITY
DISTRICT**

WHEREAS, Crosswinds Municipal Utility District (the "District") is a district duly created by the Texas Legislature as codified at Subtitle F, Title 6, Special District Local Laws Code, Chapter 8468, was created by the 83rd Texas Legislature and the District operates under the authority of Chapters 49 and 54 of the Texas Water Code;

WHEREAS, the City Council of the City of Kyle has received a request to support the passage of legislation amending Subtitle F, Title 6, Special District Local Laws Code, Chapter 8468 to add road powers to the District;

WHEREAS, the City Council of the City of Kyle desires to adopt this Resolution to express its support for passage of such legislation amending Subtitle F, Title 6, Special District Local Laws Code, Chapter 8468 to add road powers to the District;

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

Section 1. The City Council of the City of Kyle hereby expresses its support for passage of legislation amending Subtitle F, Title 6, Special District Local Laws Code, Chapter 8468 to add road powers to the District

Section 2. This Resolution shall become effective from and after the date of its passage.

ADOPTED this 6th day January, 2015.

BY: _____
R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

NOTICE OF INTENT TO INTRODUCE

NOTICE

This is to give notice of intent to introduce in the 84th Legislature, Regular Session, a bill to be entitled an Act relating to Crosswinds Municipal Utility District, which bill shall pertain to the administration, powers, additional powers, duties, operation and financing of the Crosswinds Municipal Utility District of Hays County, a Conservation and Reclamation District pursuant Article XVI, Section 59 of the Texas Constitution serving the following respective tracts of land:

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JESSE B. EAVES SURVEY, ABSTRACT 166, AND THE SAMUEL LITTLE SURVEY, ABSTRACT 286, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 446.80 ACRES OF LAND CONVEYED TO H.H. PHILLIPS IN VOLUME 201, PAGE 19 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING 445.11 ACRES OF LAND.



CITY OF KYLE, TEXAS

General Discussion

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Discussion only regarding council requests for future agenda items.

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 1/6/2015
Date time: 7:00 PM

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *James R. Earp, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

[AP Check Register November 2014](#)

City of Kyle, Texas
Accounts Payable Check Register - \$0.01 - \$15,000.00
November 1, 2014 - November 30, 2014

Count	Check No	Vendor Name	Check Date	Amount	Description	Invoice No
1	27661	Linebarger Goggan Blair & Sampson, LLP	11/3/2014	\$ 13,482.36	Fees for collection 07/14	10.06.14
2	27851	Pedernales Electric Company	11/24/2014	12,789.68	10/21/14 COK Electric Services 09/21/14-10/21/14	10.21.14 PK
3	27786	Barton Springs/Edwards Aquifer Conservation Dist	11/17/2014	9,429.17	COK 12/14-Monthly Water Use Fees	6301
4	27735	Strategic Government Resources, Inc.	11/10/2014	8,112.17	Hire an executive search firm to provide candidates for the City	8446
5	27881	Bank of America	11/26/2014	7,763.94	Acct # 3544-09/16/14-1015-14	10.15.14 AS
6	27844	Lloyd Gosselink, Attorneys at Law	11/24/2014	7,276.92	092114 Respond to water rights-Cibolo	97459898
7	27813	Southern Computer Warehouse, Inc.	11/19/2014	6,564.85	Apple: APL-MD878LL/A Mac Pro 3.5 6C D500 16GB	IN-000196313
8	27815	Thirkettle Corporation	11/19/2014	6,463.69	5-1.5" Omni T2 Turbo meter	0053912-IN
9	27756	OverDrive	11/13/2014	6,000.00	Participation in Central Texas Digital Consortium 10/14-09/15	H-0024406
10	27703	Vasil, Michael S	11/5/2014	4,796.00	Materials and labor to install safety light bars on PW truck #s	136
11	27783	Texas Fleet Fuel, Ltd	11/14/2014	4,661.30	COK PD-Fleet Management 10/20/14-10/26/14	NP42608617
12	27859	Texas Fleet Fuel, Ltd	11/24/2014	4,658.87	COK Building-Fleet Management 11/03/14-11/09/14	NP42608616
13	27684	Ferguson Enterprises, Inc	11/5/2014	4,000.43	Emergency 16" water line repairs on 10/3/14 - SW corner of inter	0547892
14	27845	McKamie Krueger, LLP	11/24/2014	3,720.90	Agreement for legal services provided 10/14	8656
15	27850	Partyflix	11/24/2014	3,600.00	30' inflatable movie screen and associated items	46
17	27885	Cengage Learning Inc	11/26/2014	3,412.50	Chilton Library Database, Legal form database, and Powerspeak al	53570717
18	27755	Kyocera Document Solutions America, Inc.	11/13/2014	3,395.85	For the Period of: 11/01/14-11/30/14-NWL3200877	61211884
19	27689	McKamie Krueger, LLP	11/5/2014	3,325.60	Professional Services	8655
20	888151110	Office Of The Attorney General	11/14/2014	3,052.87	PR Batch 00008.11.2014 CS#N007840052 CSE#04-1748	
21	27659	Johnson Controls	11/3/2014	3,041.83	10/14 Monthly Fee for Meter Testing	00073136125
22	27683	Edwards Aquifer Authority	11/5/2014	3,024.49	11/14 Aquifer Mgmt Fee	201312196163 11
23	27805	Dealers Truck Equipment Co., Inc.	11/19/2014	2,856.00	Auto Crane Repair-Furnish & Install all Parts & Labor	AI66210
24	27811	Reserve Account	11/19/2014	2,500.00	Reserve Acct # 32735391 11/14	11.19.14
25	888151109	M&T Bank-457	11/14/2014	2,279.61	PR Batch 00008.11.2014 ICMA-RC 457 Pre-tax Retirement	
26	27824	Capital Metropolitan Transportation Authority	11/24/2014	2,229.00	CARTS services city of Kyle-10/14 Inv # 11743	66165
27	27751	Cable, Andrew W.	11/13/2014	2,000.00	Judge Services for 10/2014	11100-14a
28	27884	Cable, Andrew W.	11/26/2014	2,000.00	Judge Services for 11/2014	11300-14
29	27829	Continental American Insurance Company	11/24/2014	1,932.09	PR Batch 00013.09.2014 New AFLAC pre tax	
30	27888	Dealers Truck Equipment Co., Inc.	11/26/2014	1,922.25	All weather truck tool boxes for new PW work trucks (2014 tax no	AI66304
31	27909	Xerox Financial Services LLC	11/26/2014	1,803.30	Contract # 010-0026537-001; 08/24/14-09/23/14	204956
32	27891	GE Capital Information Technology Solutions, Inc.	11/26/2014	1,721.61	Building Dept Copier Lease-09/30/14-10/29/14	93344838
33	27766	Cisneros, John & John Jr	11/14/2014	1,529.08	COK PD Unit # 027-Vehicle Repair/Maintenance	014103014
34	27679	Catalyst Commercial, Inc.	11/5/2014	1,500.00	Recruitment/Implementation Monthly Services	2038
35	27714	Casino Knights Inc	11/6/2014	1,425.00	Deposit for Casino Party 12/05/14 @ Texas Old Town	141033
36	27787	David Fenske	11/17/2014	1,395.00	66 yards of screened red infield dirt for Waterleaf softball fie	16258
37	888151107	Continental American Insurance Company	11/5/2014	1,278.03	PR Batch 00005.09.2014 AFLAC Pretax ins	
38	888151108	Continental American Insurance Company	11/18/2014	1,154.73	PR Batch 00027.09.2014 AFLAC Pretax ins	
39	27705	Cleat	11/6/2014	1,149.78	PR Batch 00027.09.2014 Cleat	
40	27892	Global Operations Texas L.P.	11/26/2014	1,062.48	CN12743-01-Contract overcharge 07/02/14-10/01/14	IN55377
41	27652	Centex Materials LLC	11/3/2014	1,038.45	Ticket #'s-3641068; 3641092; 3641123; 3641138	30095344
42	27847	Miller Uniforms & Emblems, Inc.	11/24/2014	941.25	Polo Shirts; Embroidery; Pants	547739
43	27812	Safesite, Inc	11/19/2014	937.00	11/14 Admin-Records Storage Servcie	SA-77501

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44	27849	Officemax Contract Inc	11/24/2014	927.90	Various Office Supplies	000429
45	27707	Pre-Paid Legal Services, Inc.	11/6/2014	926.30	PR Batch 00027.09.2014 Legal Serv	
46	27737	Texas Fleet Fuel, Ltd	11/10/2014	864.18	COK PARD-Fleet Management 10/27/14-11/02/14	NP42609213
47	27671	Texas Fleet Fuel, Ltd	11/3/2014	843.37	COK PARD-Fleet Management 10/20/14-10/26/14	NP42608920
48	27702	Unifirst Holdings, Inc	11/5/2014	810.54	18 pair of pants	822 1676427
49	27669	Safelane Traffic Supply, LLC	11/3/2014	751.00	9" Flat Blade St Sign; R2--1-30 18 x 24; 12" Flat Blade	8622
50	27701	Texas Fleet Fuel, Ltd	11/5/2014	718.28	COK PW-Fleet Management 10/13/14-10/19/14	NP42571267
51	27723	Baker & Taylor, Inc.	11/10/2014	718.15	Pair of Red Clogs	5013320038
52	27854	Quill Corporation	11/24/2014	668.99	HP Black Laser Toner; Qb 2.8Mil TopLoad; 3 Round Ring	7248691
53	27727	Dorsett, Patrick	11/10/2014	629.00	Signs for Park Improvement Projects	13838
54	27905	Stone's Trailers	11/26/2014	618.00	2-Aluminum, side tool boxes 72"	3041
55	27800	Texas State University - San Marcos	11/17/2014	600.00	09/14 Samples Testing	2322
56	27770	Goodyear Auto Service Center	11/14/2014	579.52	COK PD Unit # 28-Vehicle Maintenance; 2 Tires	054216
57	27798	Texas Fleet Fuel, Ltd	11/17/2014	571.80	COK PARD-Fleet Management 11/03/14-11/09/14	NP42767050
58	27836	GT Distributors Inc	11/24/2014	557.50	GT Closeout NO RETURNS	INV0511508
59	27793	Rhoades, Katie	11/17/2014	525.00	SeniorFit Instructor 10/17/14-11/14/14	11.14.14 KR
60	27794	Safelane Traffic Supply, LLC	11/17/2014	523.50	9" Flat Blade Street Sign Double Sided HIP	8666
61	27840	Kyle Automotive	11/24/2014	511.70	COK PD Unit # 17-Vehicle Maintenance	4482
62	27853	Priority Personnel Inc	11/24/2014	505.30	Admin Assistant-C Bertron 11/03/14-11/07/14	43867
63	27809	Municipal Code Corporation	11/19/2014	500.00	Annual Code on Internet Fee 11/14-10/15	00248950
64	27900	Matera Paper Co.	11/26/2014	494.26	Parks Op Custodial Supplies/Cleaning Suplies	A078828
65	27750	Brinks Incorporated	11/13/2014	483.67	Transportation-11/14	9583765
66	27648	Baker & Taylor, Inc.	11/3/2014	479.52	Blue Lily Lily Blue	5013291232
67	27803	Capitol Bearing Service Inc	11/19/2014	473.98	JIC FIT; JIC 90" FIT; Exceeds 100R12 5500PSI	07126228
68	27810	P Harb Auto Repair LLC	11/19/2014	466.06	COK PW Unit # 114-Vehicle Maintenance	976
69	27657	Global Operations Texas L.P.	11/3/2014	463.80	Contract overcharge for 07/02/14-10/01/14	IN55376
70	27807	Home Depot Credit Service	11/19/2014	461.69	PW Acct # 6035 3225 0493 2447 Charges through 10/28/14	10.28.14 PW
71	27852	Pre-Paid Legal Services, Inc.	11/24/2014	455.21	PR Batch 00008.11.2014 Legal Serv	
72	27670	Satterwhite, Ruben	11/3/2014	450.00	10 Loads of city base to COK yard	10152014
73	27795	Satterwhite, Ruben	11/17/2014	450.00	10 Loads of City base delivered to COK Yard	10212014
74	27667	Quill Corporation	11/3/2014	433.68	Various Office Supplies	6856868
75	27715	Home Depot Credit Service	11/6/2014	426.51	PARD Acct # 6035 3225 0493 2397 Charges through 10/28/14	10.28.14 PARD
76	27752	Cisneros, John & John Jr	11/13/2014	424.86	COK UB Unit 201-Vehicle Repair/Maintenance	201110614
77	27709	Texas Municipal Police Association	11/6/2014	420.00	PR Batch 00027.09.2014 Texas Municipal Police Assoc	
78	27861	Texas Municipal Police Association	11/24/2014	420.00	PR Batch 00008.11.2014 Texas Municipal Police Assoc	
79	27673	W. W. Grainger, Inc	11/3/2014	419.50	Thermally Bonded Cartridge	9558229226
80	27814	The Reinalt-Thomas Corporation	11/19/2014	411.00	COK PW Unit # 121-Vehicle Maintenance; 2 Tires LT245/75	1108941
81	27697	Stone's Trailers	11/5/2014	395.00	Spray In Bed Liner	3017
82	27828	Cleat	11/24/2014	383.26	PR Batch 00008.11.2014 Cleat	
83	27776	Liquid Capital Exchange, Inc.	11/14/2014	380.00	Labor: PM 1-Fire Station 150 Bunton Creek	00007968
84	27777	Lowe's	11/14/2014	373.32	PK Acct # 9900 693136 6 Charges through 11/02/14	110214 PK
85	27866	West Publishing Corporation	11/24/2014	371.78	West Information Charges-10/14	830611790
86	27842	Kyocera Document Solutions America, Inc.	11/24/2014	364.34	For the Period of: 12/01/14-12/31/14	61583621
87	27730	Matera Paper Co.	11/10/2014	361.64	PW Custodial Supplies/Cleaning Suplies	A079863
88	27682	Earp, James	11/5/2014	350.00	Reimbursement-ED Lunch @ Salt Lick	11.04.14 JE

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89	27857	Rea, Elio E.	11/24/2014	338.12	COK PD 2008 Ford Crown Vic-Vehicle Repair/Maintenance	11.19.14
90	27880	Amazon.com LLC	11/26/2014	331.32	Library-Acct # 60457 8781 033224 3-Books	11.10.14
91	27650	Brauntex Materials Inc	11/3/2014	319.68	Open PO for Type D hot-mix (asphalt) purchases for FY 14-15-stre	67795
92	27680	Demco Inc	11/5/2014	310.44	Non-Glare Label Protectors; CD Lbl Imprinted	5441782
93	27894	Industrial Disposal Supply	11/26/2014	309.20	Hose	441241
94	27778	Office Depot	11/14/2014	305.42	Earplugs, NRR25 Sealkone	736689795001
95	27781	Sam's Club	11/14/2014	295.34	PARD Acct # 7715 0904 2174 2602-Charges through 11/08/14	11.08.14PK
96	27882	Barton Publications, Inc.	11/26/2014	290.23	Public Notices-COK City Manager	45998
97	27817	US Bank	11/19/2014	287.38	Finance Copier Lease 10/28/14-11/27/14	265311886
98	27802	AutoZone, Inc.	11/19/2014	286.20	Valvoline Crimson Grease Tube	3519671977
99	27731	Mc Henry, Michael D.	11/10/2014	284.89	# 10 Windowed Envelopes	2962
100	27903	Officemax Contract Inc	11/26/2014	281.15	Carbon Paper; Pencil; Holiday Snowman	227236
101	27687	Hamilton Electric Works, Inc.	11/5/2014	278.78	Volt Load & Line Sea Protection	504991
102	27708	Texas Guaranteed Student Loan Corporation	11/6/2014	272.90	PR Batch 00025.10.2014 Case#00000000082851800	
103	27732	Moheet, Perwez	11/10/2014	257.00	Renewal Fee for CPA License	11.10.14 PM
104	27860	Texas Guaranteed Student Loan Corporation	11/24/2014	253.88	PR Batch 00008.11.2014 Case#00000000082851800	
105	27837	Highway Interdiction Training Specialists, Inc.	11/24/2014	250.00	Advanced Vehicle Contraband Concealment Training	3434
106	27785	Arnold Oil Company of Austin, LP	11/17/2014	248.84	Blade	2486340
107	27791	Lowe's	11/17/2014	241.80	UB Acct # 9900739772 4 Charges through 11/02/14	11.02.14UB
108	27690	Midtex Oil L.P.	11/5/2014	227.75	AE-P/Bulk; ECE	318489
109	27768	Crayton, Jennifer	11/14/2014	225.00	COK PARD Flag Football Umpire; 9 games @ \$25.00 Each	11.08.14 JC
110	27645	Adams, David Wayne	11/3/2014	220.00	Washed Patrol Units-28, 29, 30, 31, 33, 36, 43, 801, 901, 1001,	16
111	27688	J & K Utility Services	11/5/2014	210.72	2.5 Service Call Labor; 26 Service Call Mileage; Fuses	3062
112	27779	Officemax Contract Inc	11/14/2014	208.97	Various Office Supplies	940702
113	27788	Gateway Business Products & Services, Inc.	11/17/2014	207.57	Rack, DeskUnit,20PKT; Calculator,EL1801V	134320I
114	27734	Quill Corporation	11/10/2014	206.89	Doorhanger	7445640
115	27907	The Reinalt-Thomas Corporation	11/26/2014	204.50	2 Tires-P225/70 R15	1108212
116	27806	Hofmann, Donald R.	11/19/2014	202.94	Angle/Ft 1:1/2 x 1; 1/2 x 3/16 3-20'; Pipe/Ft Sch 40 4"; Cuttin	386503
117	27672	Texas Municipal Courts Education Center	11/3/2014	200.00	Registration & Housing Fee-04/27/15-04/29/15 M Rose	10.31.14 FC
118	27699	TCMA Region 7	11/5/2014	194.00	Membership Renewal 2014-2015-M De La Rosa	11.03.14 MR
119	27760	Texas Fleet Fuel, Ltd	11/13/2014	190.85	COK UB-Fleet Management 10/27/14-11/02/14	NP42709055
120	27724	Camlin Automotive	11/10/2014	187.75	Wrecker Charge; Elect System Diagnostic	0017141
121	27663	Midwest Tape LLC	11/3/2014	185.26	Various CD/Movies	92258710
122	27830	Corix Water Products (US) Inc	11/24/2014	183.53	4 SDR35 CLEAN OUT; 6X4 SDR 35 SW T-Y COMBO	1741327784
123	27686	Goodyear Auto Service Center	11/5/2014	180.03	LT245/75R17 121S E WRL	053909
124	27691	Miller, Ph.D., Brandy P.	11/5/2014	180.00	Pre-empolymnt Psych Evals: D Shuler	KPD-700
125	27762	Alexander Jr, Titus R	11/14/2014	180.00	COK PARD Flag Football Referee; 9 games @ \$20.00 Each	11.08.14 TA
126	27704	Bandon Holdings LLC	11/6/2014	178.60	PR Batch 00027.09.2014 Fitness	
127	27666	Officemax Contract Inc	11/3/2014	177.66	Various Office Supplies	415192
128	27757	Quill Corporation	11/13/2014	176.31	Various Office Supplies	7567250
129	27864	Uline	11/24/2014	171.61	Ice wraparound; Water Resistant Shoe	62602172
130	27893	Hernandez, Gabriel	11/26/2014	165.00	Upholstery	29760
131	27753	Fletcher, Kelsey Richelle	11/13/2014	161.00	Court Reimbursement-Atty mailed \$161 overpayment	11.12.14 KF
132	27695	Quill Corporation	11/5/2014	159.83	Various Office Supplies	7047008
133	27712	Arnold Oil Company of Austin, LP	11/6/2014	157.78	20 OZ Technon	2477699

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134	27790	J & K Utility Services	11/17/2014	154.30	Electric Repair Well # 3	3090
135	27758	Robinson - Petty Cash Custodian, Stephanie	11/13/2014	153.22	PD Petty Cash Replenishment 08/07/14-10/27/14-Postage	11.10.14
136	27833	GE Capital Information Technology Solutions, Inc.	11/24/2014	151.00	COK PD Copier Lease-10/01/14-01/31/14	61556719
137	27796	Saucedo, Jimmy	11/17/2014	150.00	Deposit for 12/05/14 COK Event	120514
138	27780	Quill Corporation	11/14/2014	147.56	2015 Wkly AtagInc Triplvu 8 x 11	7403274
139	27823	BizDoc, Inc	11/24/2014	147.23	09/24/14-10/23/14 ContractOverage	INV181681
140	27883	BizDoc, Inc	11/26/2014	146.00	Public Library Office Equip-Kyocera TASKalfa 5551ci	16063229
141	27729	Lockhart Motor Company, Inc.	11/10/2014	141.44	Belt & Buckle Assy	T37669
142	27818	Advance Auto Parts	11/24/2014	141.00	Wiper Blades	7554427524167
143	27908	US Bank	11/26/2014	140.00	Library Copier Lease 11/06/14-12/06/14	265852814
144	27721	Winfield Solutions LLC	11/6/2014	137.50	Topchoice Rup Agency 50Lb	000059768167
145	27899	Lower Colorado River Authority	11/26/2014	135.50	Radio Repairs	TCI-0004201
146	27784	Vasil, Michael S	11/14/2014	135.00	Unit # 24 Install Pillar Lights; Unit # 33 Replace Lights	138
147	27898	Lopez, Luis Delgado	11/26/2014	134.10	Reimbursement of overpayment-LD Lopez	11.21.14
148	27685	Gateway Business Products & Services, Inc.	11/5/2014	132.13	Toner, HY, F/HLS340D; Pen, Gel, Clr Barl	1340271
149	27906	Texas Fleet Fuel, Ltd	11/26/2014	129.56	COK UB-Fleet Management 11/03/14-11/09/14	NP42767338
150	27660	King Ranch Turfgrass, LP	11/3/2014	125.00	TIF 419 SQ YD Wholesale	571235
151	27839	King Ranch Turfgrass, LP	11/24/2014	125.00	TIF 419 Sq Yd Wholesale	572401
152	27646	Arnold Oil Company of Austin, LP	11/3/2014	122.68	12/1 Dexron; Tractor HYD 5 Gal	2459838
153	27662	Mendoza-Johnson, Marcus Joseph	11/3/2014	120.00	COK PARD Flag Football Referee; 4 games @ \$30.00 Each	10.28.14 MJ
154	27886	Chuck Nash Auto Group	11/26/2014	119.30	Key-2 Set	316423
155	27649	Barton Publications, Inc.	11/3/2014	115.38	Display: 3 x 4" HFP -Water	46553
156	27713	Camlin Automotive	11/6/2014	111.89	A/C Testing Performancej Testing	0017092
157	27698	TCEQ	11/5/2014	111.00	Class II Water Collections Exam-C Harris	11.05.14 CH
158	27720	TCEQ	11/6/2014	111.00	"D" Water Exam	11.05.14 FA
159	27736	TCEQ	11/10/2014	111.00	"D" Water Exam-R Barkmeyer 01/12/15	11.05.14 RB
160	27759	TCEQ	11/13/2014	111.00	"D:Water Exam-J Ferrer 01/12/15	11.05.14 JF
161	27782	TCEQ	11/14/2014	111.00	"D" Water Exam-R Juarez 01/12/15	11.05.14 RJ
162	27706	Kyle Police Employee Association	11/6/2014	110.00	PR Batch 00027.09.2014 Kyle Police Employee Associat	
163	27771	Herrera, Nikki	11/14/2014	110.00	COK PARD Flag Football Administrator; 11 games @ \$10.00 Each	11.08.14 NH
164	27841	Kyle Police Employee Association	11/24/2014	110.00	PR Batch 00008.11.2014 Kyle Police Employee Associat	
165	27904	Rush Truck Center of Texas, LP	11/26/2014	103.15	Tank; Washer	95667532
166	27665	Natal, Katharine	11/3/2014	100.00	COK PARD Flag Football Referee; 4 games @ \$25.00 Each	10.28.14 KN
167	27719	Rodriguez, Linda Ann	11/6/2014	100.00	Firestation # 2	15-0007
168	27773	Insights for Performance, LLC	11/14/2014	100.00	Profiles Skills Test Meters-Luis Rosales	IFP74229
169	27827	Cisneros, Maria	11/24/2014	100.00	Steeplechase Pavilion-Deposit Refund	15-0015
170	27855	Ramirez, Deliah	11/24/2014	100.00	Lake Kyle Pavilion-Depoist Refund	15-0011
171	27825	Castillo, Sarah	11/24/2014	100.00	Lake Kyle Pavilion-Depoist Refund	15-0005
172	27848	Office Depot	11/24/2014	95.77	Various Christmas Theme Supplies	739514873001
173	27749	Baker & Taylor, Inc.	11/13/2014	93.91	Mortal Heart	5013356644
174	27808	MTS Safety Products, Inc	11/19/2014	93.45	Xtreme-4 Piece Jacket-P Mancias	4772600
175	27834	Greyhound Package Express	11/24/2014	93.05	COK PD Texas Dept of State Health-Rabies Samples	4164074
176	27711	United Way Of Hays County	11/6/2014	93.00	PR Batch 00027.09.2014 United Way	
177	27668	Random House, LLC	11/3/2014	91.50	Various CD/Movies	1081732958
178	27692	Occupational Health Centers of the Southwest, P.A.	11/5/2014	90.00	Acct # N01-0060080241 10/14-R Cayce	315817614

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179	27799	Texas Recreation & Park Society	11/17/2014	90.00	Professional Non-Agency-R Esparza	Nov-22
180	27822	Bandon Holdings LLC	11/24/2014	89.30	PR Batch 00008.11.2014 Fitness	
181	27678	Capitol Bearing Service Inc	11/5/2014	86.16	JIC Fit; FT1390 Setting 286	07125843
182	27681	Dorsett, Patrick	11/5/2014	85.00	3" x 20" Printed Decal; 10" x 18" Printed Frequent Stops; 13" x	13789
183	27821	Bailey, Cheryl K.	11/24/2014	84.00	10/08/14 Interpreting Svcs @ Aztec Village	2813
184	27775	Kyle Automotive	11/14/2014	79.95	COK PD Unit # 14-Vehicle Maintenance	4465
185	27718	Officemax Contract Inc	11/6/2014	78.43	3 Tier File Org Clear	084075
186	27754	Hill Country Springs	11/13/2014	71.09	H/C Cooler	349593
187	27832	Flex-I-Link	11/24/2014	69.50	J-6 Bolt w/ Nuts; E-4 Eye Bolt w/ Nuts; f-41 Fasteners; Shipped	525885
188	27722	AutoZone, Inc.	11/10/2014	68.97	2 Pc Rubber Truck Mat Blk; 2 Pc Deep Tray Rubber Blk; 4 Pc Rubbe	3519698642
189	27653	City of San Marcos	11/3/2014	68.27	Acct # 004-00026460-00 08/27/14-09/26/14	10.08.14
190	27696	Staples Business Advantage	11/5/2014	67.38	Universal Roll Cart Black/Grey	8031791689
191	27804	Community Coffee Company L. L. C.	11/19/2014	66.00	Coffee Supplies	12162432278
192	27763	Arnold Oil Company of Austin, LP	11/14/2014	63.19	Belt:V Type:B Sec 131"	2486335
193	27694	Ozarka Natural Spring	11/5/2014	63.02	Drinking Water-Mayor & Council 09/15/14-10/14/14	04J0120421029
194	27765	Centerpoint Energy	11/14/2014	57.61	Acct # 8518608-8 Gas Service 09/30/14-10/30/14	8518608-8 1014
195	27831	E-Complete LLC	11/24/2014	57.38	Ellison SureCut Die-Christmas Lights, Tiny; Circle 4"	110614
196	27772	Hill Country Trophy, LLC	11/14/2014	56.55	Trophies	0026088
197	27819	Alamo Welding Supply	11/24/2014	54.95	Argon/Carbon Dioxide Compress	660082
198	888151105	Internal Revenue Service	11/4/2014	53.56	PR Batch 00004.11.2014 FICA Employee Portion	
199	27789	HD Supply Waterworks LTD	11/17/2014	52.75	Arrel Lock Key	D144253
200	27658	Herrera, Nikki	11/3/2014	50.00	COK PARD Flag Football Administrator; 5 games @ \$10.00 Each	10.28.14 NH
201	27769	Duerr, Alan & Jody	11/14/2014	50.00	HKCH Deposit Refund-10/18/14 Event	14-0569
202	27716	Hull Supply Co., Inc.	11/6/2014	44.50	Dogging Key 5/32"	0118052-IN
203	27717	Midwest Tape LLC	11/6/2014	43.18	DVD-Complete 1st & 4th Season-Adventure Time	92301366
204	27655	Gateway Business Products & Services, Inc.	11/3/2014	42.17	Folder,Class, 1DIV, Ltr	133858I
205	27846	Midwest Tape LLC	11/24/2014	40.98	If I Stay; Into The Storm	92323073
206	27865	United Way Of Hays County	11/24/2014	40.00	PR Batch 00008.11.2014 United Way	
207	27664	Mitchell Family Motor Trikes	11/3/2014	37.85	Various Repair Parts-Ferris Repair Parts	1443
208	27820	AutoZone, Inc.	11/24/2014	36.79	Shop Towels; Windshield Fluid; Screwdrivers	3519676138
209	27889	Ferguson Enterprises, Inc	11/26/2014	36.50	Polypro Sandbag	0552883
210	27693	Officemax Contract Inc	11/5/2014	35.47	CD Cleaning WI	039466
211	27816	Tuttle Lumber Company LTD	11/19/2014	35.43	MM 16OZ BLK Rubber Mallet; River Bed Paver	998026/1
212	27761	Texas Social Security Program	11/13/2014	35.00	Acct # 9290949-City of Kyle	11.07.14
213	27835	Griffith Ford	11/24/2014	33.01	Switch Assy	125308
214	27767	City Electric Supply Company	11/14/2014	32.20	CF 26W TTT 835 GX24Q-3 4PIN	KYL/017204
215	27838	Hill Country Trophy, LLC	11/24/2014	31.10	Desk Walnut	0026139
216	27651	Centerpoint Energy	11/3/2014	29.66	Acct # 2915654-4 Gas Service 08/09/14-09/30/14	2915654-4 1014
217	27764	AutoZone, Inc.	11/14/2014	29.25	4 Eiko Halogen Headlamps	3519687932
218	27725	Crayton, Jennifer	11/10/2014	25.00	COK PARD Flag Football Referee; 1 game @ \$25.00 Each	11.04.14 JC
219	27826	Cintas First Aid & Safety #F71	11/24/2014	23.79	Various Office Supplies	5002165971
220	27728	Herrera, Nikki	11/10/2014	20.00	COK PARD Kickball Administrator; 2 games @ \$10.00 Each	11.04.14 NH
221	27774	Kyle Area Chamber Of Commerce	11/14/2014	20.00	10/14 Luncheon-J Hendrix; J Earp	2003801
222	27902	Molina, Maria L	11/26/2014	20.00	2-Toilet Tank Flapper Repair/Replacement Kit	10.22.14 MM
223	27901	Midwest Tape LLC	11/26/2014	17.99	DVD-And So It Goes	92340290

City of Kyle, Texas
Accounts Payable Check Register - \$0.01 - \$15,000.00
November 1, 2014 - November 30, 2014

224	27801	Thirkettle Corporation	11/17/2014	16.92	Freight	0052322-INa
225	27733	Officemax Contract Inc	11/10/2014	14.81	Kleenex Bundle Pack; Pocket 8 pK	146036
226	27887	Cisneros, John & John Jr	11/26/2014	14.50	COK PD Unit # 10-State Inspection	010111014
227	27896	LAWE Industries, LLC	11/26/2014	14.50	COK UB 2001 Ford Ranger Vehicle Maintenance	97707
228	27647	AutoZone, Inc.	11/3/2014	12.34	45905 Coastal Multi-Trac	3519688611
229	27726	Dietz Tractor Company	11/10/2014	11.53	Key Ignition	3042S
230	27797	Texas Disposal Systems Inc	11/17/2014	2.20	Dlvr 20Y OT	3219871
TOTAL:				<u>\$ 199,290.66</u>		