

# 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 2/17/2015, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 13th day of February, 2015 prior to 7:00 p.m.

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

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

1. City Council Regular Meeting - February 3, 2015 ~ *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. Kyle Area Chamber of Commerce Quarterly report. ~ *Julie Snyder, CEO Kyle Chamber*

 [Attachments](#)

3. Presentation of the Hays County Public Utility Agency (HCPUA) status and updates. ~ *Graham Moore, Executive Director*

 [Attachments](#)

4. Presentation of Uniform Crime Report and Racial Profiling Report. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

5. Presentation of update on Romero Street. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

6. Presentation of update on Southside sewer line. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

7. A resolution of the City of Kyle, Texas, acknowledging the contributions of Samantha Elizabeth Dean and her service to the citizens of Kyle through her passionate dedication as victim services coordinator for the Kyle Police Department. ~ *Samantha LeMense, Becky Selbera, Council Members*

 [Attachments](#)

## V. Appointments

8. Nominate and appoint qualified voter(s) to the charter review commission. ~ *R. Todd Webster, Mayor*

- Joe Bacon ~ *Mayor Todd Webster*
- Jo Fenety ~ *Mayor Pro Tem Diane Hervol*
- Brad Grown ~ *Council Member Samantha LeMense*
- Paula Alvarez ~ *Council Member Becky Selbera*
- Ben Estrada ~ *Council Member Tammy Swaton*
- Kent A. Sheckler ~ *Council Member Shane Arabia*
- Fred Rothert ~ *Council Member David Wilson*

 [Attachments](#)

## VI. Consent Agenda

9. *(Second Reading)* An ordinance of the City of Kyle, Texas, ordering the May 9, 2015 general election and establishing the procedures thereof; providing notice of the election; providing for the Hays County Elections Officer to conduct the election; providing for early voting; designating polling places; providing for a joint election; providing for the appointment of presiding judges, alternate presiding judges and clerks; finding and determining that the meeting at which this ordinance 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. ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

10. Approve a resolution accepting Meadows at Kyle Phase 4 Improvements. ~ *Leon Barba, City Engineer*

 [Attachments](#)

11. Approve a resolution accepting Kyle 47 Phase 1 Improvements ~ *Leon Barba, City Engineer*

 [Attachments](#)

12. A resolution of the City Council of the City of Kyle, Texas authorizing the filing of a grant application to the Office of the Governor, Violent Crimes Against Women Criminal Justice and Training Projects Grants; and authorize applicable matching funds from the Police Department's approved operating budget for FY2016, to continue to fund the Police Department's full-time, Victim's Coordinator position. ~ *Josh Moreno, Grants Administrator*

 [Attachments](#)

13. A resolution of the City Council of the City of Kyle, Texas authorizing the filing of a grant application to the Office of the Governor, General Juvenile Justice and Delinquency Prevention Program to fund a new, full-time Juvenile Specialist Officer at Kyle Police Department. ~ *Josh Moreno, Grants Administrator*

 [Attachments](#)

## VII. Consider and Possible Action

14. *(First Reading)* An ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise; providing for codification; providing for severability; providing for public notice pursuant to the Open Meetings Act; establishing an effective date; and making such other findings and provisions related hereto. ~ *James Earp, Assistant City Manager*

 [Attachments](#)

15. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 2.44 acres of land from Agriculture 'AG' to Retail Service District 'RS', on property located at 1500 Dacy Lane, Lot 11A, in Hays County, Texas. (Westbank Development LLC - Z-15-001) ~ *Debbie Guerra, Planning Technician*

*The Planning and Zoning Commission voted 5-0 to recommend approval of the zoning request.*

- **PUBLIC HEARING**

 [Attachments](#)

16. A Resolution of the City of Kyle City Council requesting the members of the 84th legislative session of the State of Texas to support increases of funding for the Texas Recreation and Parks account and large county and municipality Recreation and Parks Account Local Park Grant Programs, and the Texas State Park System. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

 [Attachments](#)

17. Discuss and take possible action to approve an amended and restated development agreement between the city and KY-TEX Properties, LP. ~ *James Earp, Asst. City Manager*

 [Attachments](#)

18. Discuss and take possible action to approve a development agreement between the city and Scott Felder Homes, LLC. ~ *James Earp, Asst. City Manager*

 [Attachments](#)

### **VIII. General Discussion**

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

 [Attachments](#)

### **IX. Council Requested Agenda Items**

20. Discussion and possible action regarding Council review and consideration of site plans. ~ *City Council*

 [Attachments](#)

21. Discussion regarding burn ban. ~ *David Wilson, Council Member*

 [Attachments](#)

22. *(First Reading)* An ordinance amending the Code of Ordinances of the City of Kyle, Texas, by adding Article IX, Sections 11-275 through 11-295, to Chapter 11 (Business Regulations) of said Code; naming Article IX “Commercial Towing and Wrecker Services”; providing for definitions, regulations of wrecker service for vehicle disabilities and accidents, registration, certification and qualifications of wreckers; establishing a rotation list; requiring storage facilities to be located within the city limits; providing for penalties; providing for appeals to city council; establishing fees; requiring record-keeping by wrecking companies; providing public notice pursuant to the Texas Open Meetings Act; establishing that this Article shall govern over previously adopted ordinances and resolutions in conflict; providing for severability; for codification; for publication; for an effective date; and making such other findings and provisions related hereto. ~ *Samantha LeMense, Council Member*

 [Attachments](#)

23. Consider and take possible action to amend the city's downtown business revitalization program, including its guidelines, that council may consider and approve a grant to applicants of businesses not in the CBD-1 and CBD-2 districts if the applicants' businesses are likely to benefit revitalization of the downtown

area. ~ *Diane Hervol, Mayor Pro Tem*

 [Attachments](#)

24. Approve a resolution supporting representative Jason Isaac in his efforts to establish the proper local regulation of commercial and non-exempt groundwater production in aquifer areas currently outside of the respective groundwater conservation districts in Hays County. ~ *David Wilson, Council Member*

 [Attachments](#)

## **X. City Managers Report**

25. Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *J. Scott Sellers, City Manager*
- Discussion of Transportation Master Plan Workshop
  - Upcoming workshop items
  - Committees discussion
  - Charter Review discussion

 [Attachments](#)

## **XI. ADJOURN**

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

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



# CITY OF KYLE, TEXAS

## Approval of Minutes City Council Regular Meeting - 2-3-2015

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Regular Meeting - February 3, 2015 ~ *Amelia Sanchez,*  
*City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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Attachments / click to download

[City Council Regular Meeting - February 3, 2015](#)

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Cover Memo

Item # 1

## REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on February 3, 2015, at 7:00 p.m. at Kyle City Hall, with the following persons present:

|                                    |                  |
|------------------------------------|------------------|
| Mayor Todd Webster                 | Jo Ann Zimmerman |
| Mayor Pro Tem Diane Hervol         | Demi Overton     |
| Council Member Samantha LeMense    | Debra Britt      |
| Council Member Becky Selbera       |                  |
| Council Member Tammy Swaton        |                  |
| Council Member Shane Arabie        |                  |
| Council Member David Wilson        |                  |
| City Manager Scott Sellers         |                  |
| James Earp, Assistant City Manager |                  |
| Ken Johnson, City Attorney         |                  |
| Perwez Moheet, Finance Director    |                  |
| Jerry Hendrix, Chief of Staff      |                  |
| Leon Barba, City Engineer          |                  |
| Debbie Guerra, Planning Technician |                  |
| Robert Olvera, IT                  |                  |
| Chief Jeff Barnett, Kyle PD        |                  |

### CALL MEETING TO ORDER

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

### ROLL CALL

Mayor Webster called for roll call. Present were Mayor Webster, Mayor Pro Tem Hervol, Council Member LeMense, Council Member Selbera . Council Member Swaton, Council Member Arabie, Council Member Wilson were in the building and arriving shortly. Honorary Member James Collins arrived at 7:10 p.m.

### 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 N 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

February 3, 2015 – Page 2

Kyle City Hall

Mayor Webster opened the Citizens Comments at 7:02 p.m. JoAnn Zimmerman spoke and stated she was present to speak on items 12 and 13 on rezoning. She stated she was representing several residents of the subdivision and wanted to thank Council Member Swaton for meeting with them. She stated that many of the residents she heard from wanted an additional access point for the subdivision and not a swing gate, and feared that a large vehicle could break through a gate. Ms. Zimmerman read an email she received from a resident, Marta Ortiz, who wrote that she was a resident at the end on this proposed exit and was very concerned about a keyed gated and that a real gate is a must, and asked the Council to keep in mind that this is a family oriented subdivision. Tammy Overton spoke and stated she owned a business downtown and on Saturday and Sunday mornings there is trash, beer bottles, cans and cigarette butts and she had concerns about broken glass and someone getting hurt. She asked if Council could do something about this. Debra Britt spoke and stated she and Ms. Zimmerman did meet with Council Member Swaton that she was very helpful but wanted to reiterate that they really needed an additional exit in the subdivision. With no one else wishing to speak Mayor Webster closed staff and that Citizens Comments at 7:06 p.m.

Council Member Wilson joined the meeting at 7:08 p.m.

## APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING - JANUARY 20, 2015 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Council Member Selbera moved to approve the City Council Regular Meeting - January 20, 2015. Council Member LeMense seconds the motion. All aye. Motion carried 5-0.

Council Member Swaton joined the meeting at 7:09 p.m.

Council Member Arabie joined the meeting at 7:10 p.m.

## APPOINTMENTS

NOMINATE AND APPOINT QUALIFIED VOTER(S) TO THE CHARTER REVIEW COMMISSION. ~ *R. TODD WEBSTER, MAYOR*

- Kent A. Sheckler ~ *Council Member Shane Arabie*
- Paula Alvarez ~ *Council Member Becky Selbera*
- Jo Fenety ~ *Mayor Pro Tem Diane Hervol*
- Cicely Kay ~ *Council Member Samantha LeMense*

Council Member LeMense moved to table this item until the next meeting. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 7-0.



## CITY COUNCIL REGULAR MEETING

February 3, 2015 – Page 3

Kyle City Hall

## CONSENT AGENDA

APPROVE A RESOLUTION ACCEPTING BUNTON CREEK SUBDIVISION, PHASE 6B IMPROVEMENTS. ~ LEON BARBA, P.E., CITY ENGINEER

APPROVE A RESOLUTION ACCEPTING MEADOWS AT KYLE PHASE 2 IMPROVEMENTS. ~ LEON BARBA, P.E., CITY ENGINEER

(SECOND READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 2 ACRES OF LAND FROM AGRICULTURE 'AG' TO RETAIL SERVICE DISTRICT 'RS', ON PROPERTY LOCATED AT 1300 DACY LANE, LOT 13A, IN HAYS COUNTY, TEXAS. (ROBERTO VILLANUEVA - Z-14-021). ~ DEBBIE GUERRA, PLANNING TECHNICIAN

AWARD A CONTRACT IN AN AMOUNT NOT TO EXCEED \$210,500.00 TO TRI-STATE COATINGS, WADENA, MN, LOWEST AND MOST RESPONSIBLE BIDDER, TO PERFORM ALL WORK REQUIRED FOR THE ROLAND LANE ELEVATED TANK REHABILITATION. ~ LEON BARBA, P.E., CITY ENGINEER

APPROVE A RESOLUTION IN SUPPORT OF THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) TO APPLY FOR A FLOOD PROTECTION PLANNING GRANT FROM THE TEXAS WATER DEVELOPMENT BOARD. ~ LEON BARBA, P.E., CITY ENGINEER

Council Member LeMense moved to approve Consent Agenda Items #3 ~ Approve a resolution accepting Bunton Creek Subdivision, Phase 6B improvements; #4 ~ Approve a resolution accepting Meadows at Kyle Phase 2 improvements; #5 ~ (*Second Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 2 acres of land from Agriculture 'AG' to Retail Service District 'RS', on property located at 1300 Dacy Lane, Lot 13A, in Hays County, Texas. (Roberto Villanueva - Z-14-021); #6 ~ Award a contract in an amount not to exceed \$210,500.00 to TRI-STATE COATINGS, Wadena, MN, lowest and most responsible bidder, to perform all work required for the Roland Lane elevated tank rehabilitation; #7 ~ Approve a resolution in support of the Guadalupe-Blanco River Authority (GBRA) to apply for a flood protection planning grant from the Texas Water Development Board. Council Member Selbera seconds the motion. All aye. Motion carried 7-0.

## CONSIDER AND POSSIBLE ACTION

## CITY COUNCIL REGULAR MEETING

February 3, 2015 – Page 4

Kyle City Hall

*(FIRST READING)* AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ORDERING THE MAY 9, 2015 GENERAL ELECTION AND ESTABLISHING THE PROCEDURES THEREOF; PROVIDING NOTICE OF THE ELECTION; PROVIDING FOR THE HAYS COUNTY ELECTIONS OFFICER TO CONDUCT THE ELECTION; PROVIDING FOR EARLY VOTING; DESIGNATING POLLING PLACES; PROVIDING FOR A JOINT ELECTION; PROVIDING FOR THE APPOINTMENT OF PRESIDING JUDGES, ALTERNATE PRESIDING JUDGES AND CLERKS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE 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. ~ AMELIA SANCHEZ, CITY SECRETARY

Mayor Pro Tem Hervol moved to approve (*First Reading*) An ordinance of the City of Kyle, Texas, ordering the May 9, 2015 general election and establishing the procedures thereof; providing notice of the election; providing for the Hays County Elections Officer to conduct the election; providing for early voting; designating polling places; providing for a joint election; providing for the appointment of presiding judges, alternate presiding judges and clerks. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

CONSIDER AND TAKE POSSIBLE ACTION TO EXECUTE AN AGREEMENT IN AN ESTIMATED AMOUNT OF \$4,121.70, WITH THE HAYS COUNTY ELECTIONS OFFICER FOR ELECTION SERVICES RELATING TO THE MAY 9, 2015 CITY ELECTION . ~ AMELIA SANCHEZ, CITY SECRETARY

Council Member Wilson moved to approve an agreement in an estimated amount of \$4,121.70, with the Hays County Elections Officer for election services relating to the May 9, 2015 city election. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

CONSIDER AND TAKE POSSIBLE ACTION TO EXECUTE AN AGREEMENT BETWEEN HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY TO HOLD A JOINT ELECTION IN CERTAIN VOTING PRECINCTS FOR THE MAY 9, 2015 ELECTION. ~ AMELIA SANCHEZ, CITY SECRETARY

Mayor Pro Tem Hervol moved to execute an agreement between Hays Consolidated Independent School District and the city to hold a joint election in certain voting precincts for the May 9, 2015 election. Council Member Arabie seconds the motion. All aye. Motion carried 7-0.

APPROVE CONTRACT SUPPLEMENT NO. 3 TO FREESE & NICHOLS, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$110,273.00 FOR THE PURPOSE OF PROVIDING ADDITIONAL UTILITY ENGINEERING SERVICES FOR N. BURLESON ROAD. ~ LEON BARBA, P.E., CITY ENGINEER

## CITY COUNCIL REGULAR MEETING

February 3, 2015 – Page 5

Kyle City Hall

Mayor Pro Tem Hervol moved to approve contract Supplement No. 3 to FREESE & NICHOLS, INC., Austin, Texas, in an amount not to exceed \$110,273.00 for the purpose of providing additional utility engineering services for N. Burleson Road. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

*(SECOND READING)* AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 4 ACRES OF LAND FROM AGRICULTURE 'AG' TO RETAIL SERVICE DISTRICT 'RS', ON PROPERTY LOCATED AT 1433 GOFORTH ROAD, IN HAYS COUNTY, TEXAS. (ALFONS FAJKUS - Z-14-018) ~ *DEBBIE GUERRA, PLANNING TECHNICIAN*

*The City Council previously voted 7-0 to approve the request*

Council Member Swaton asked if items 12 and 13 could be opened at the same time. Mayor Webster asked the City Attorney and he responded it would be fine as long as 2 separate votes were taken.

*(SECOND READING)* AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 1.001 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL - 2 'R-1-2' TO RETAIL SERVICE DISTRICT 'RS' ON PROPERTY LOCATED AT 1435 GOFORTH ROAD, IN HAYS COUNTY, TEXAS. (EAST CANNON PARTNERS, INC. Z-14-019) ~ *DEBBIE GUERRA, PLANNING TECHNICIAN*

*The City Council previously voted 7-0 to approve the request*

Council Member Arabie moved to approve *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 4 acres of land from Agriculture 'AG' to Retail Service District 'RS', on property located at 1433 Goforth Road, in Hays County, Texas. (Alfons Fajkus - Z-14-018). Council Member Selbera seconds the motion. All aye. Motion carried 7-0.

Council Member LeMense moved to approve *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 1.001 acres of land from Single Family Residential - 2 'R-1-2' to Retail Service District 'RS' on property located at 1435 Goforth Road, in Hays County, Texas. (East Cannon Partners, Inc. Z-14-019). Council Member Arabie seconds the motion. All aye. Motion carried 7-0.

CONSIDER AND TAKE POSSIBLE ACTION TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND PLUM CREEK DEVELOPERS, LLC (JOE BROOKS AS AGENT), FOR AN EASEMENT TO EXTEND MARKETPLACE AVENUE AND FOR THE CITY TO PURCHASE IN AN AMOUNT NOT TO EXCEED \$275,000.00 ENGINEERING

## CITY COUNCIL REGULAR MEETING

February 3, 2015 – Page 6

Kyle City Hall

### INFORMATION OWNED BY PLUM CREEK DEVELOPERS, LLC. ~ *JAMES R. EARP, ASSISTANT CITY MANAGER*

Mayor Webster moved to repeal the agreement between Plum Creek Development and the City that was approved at the last meeting. Council Member Wilson seconds the motion. Mayor Webster. Mayor Webster stated that the City Attorney had provided the language for the motion and restated the motion. Mayor Webster moved to reconsider and repeal the amended Agreement passed by the City Council on January 20, 2015, and to approve the Substitute Agreement submitted to the City Council at its meeting held on February 3, 2015. Council Member Wilson seconds the motion. All aye. Motion carried 7-0.

### GENERAL DISCUSSION

#### DISCUSSION ONLY REGARDING COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Selbera requested an update on Romero Street.

Mayor Pro Tem Hervol requested an update on the Southside sewer line.

Council Member Arabie requested discussion on conceptual plans and site approval for zoning process.

Council Member Wilson requested discussion on Burn Ban.

Mayor Webster directed staff to bring back the Charter Committee Appointments.

City Manager Scott Sellers informed Council that the Transportation Master Plan would be brought back to Council for discussion and to prepare the Council for that ultimate approval, they had been in conversations with LAN to have a workshop with the City Council as well as the public and would like to involve the engineers who are responsible for the road projects to discuss transportation and the road bond projects. He stated they were looking at dates in March and asked Council to look at their calendars and just wanted to let them know this was coming up as well as a budget retreat also in March.

### EXECUTIVE SESSION

#### CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T CODE SEC. 551.071 (CONSULTATION WITH ATTORNEY) TO DELIBERATE ON EMPLOYMENT MATTERS.

Mayor Pro Tem Hervol moved to convene into executive session at 8:00 p.m. pursuant to Tex. Gov't Code Sec. 551.071 (Consultation with attorney) to deliberate on employment matters. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

CITY COUNCIL REGULAR MEETING

February 3, 2015 – Page 7

Kyle City Hall

RECONVENE INTO PUBLIC SESSION REGARDING EMPLOYMENT MATTERS

Mayor Pro Tem Hervol moved to reconvene into public session at 9:11 p.m. regarding employment matters. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

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

ADJOURN

With no further business to discuss Mayor Pro Tem Hervol moved to adjourn. Council Member LeMense seconds the motion. All votes aye. Motion carried 7-0.

The City Council meeting adjourned at 9:12 p.m.

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R. Todd Webster, Mayor

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Amelia Sanchez, City Secretary



# CITY OF KYLE, TEXAS

## Kyle Area Chamber of Commerce Quarterly Report

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Kyle Area Chamber of Commerce Quarterly report. ~ *Julie Snyder,*  
*CEO Kyle Chamber*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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Attachments / click to download

[Kyle Area Chamber of Commerce Quarterly Report](#)

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Cover Memo

Item # 2





October 1, 2014 –  
December 31, 2014

**[KYLE CHAMBER OF COMMERCE & VISITORS BUREAU TOURISM METRICS]**

| Texas Hotel/Motel Performance – July 1, 2014 – September 30, 2014 |                         |  |                         |                         |                      |                      |                 |
|---|-------------------------|--|-------------------------|-------------------------|----------------------|----------------------|-----------------|
| City  | No. of Rooms<br>FY 2014 | \$ Room Revenue<br>FY 2013/2014<br>(000's) | Est. \$ Rate<br>FY 2013 | Est. \$ Rate<br>FY 2014 | Occupancy<br>FY 2013 | Occupancy<br>FY 2014 | Point<br>Change |
| Kyle  | 82                      | 639/817                                    | 106.50                  | 136.17                  | 82.6                 | 79.5                 | -3.0            |
| Austin  | 23,375                  | 169,186/195,320                            | 117.74                  | 126.83                  | 68.6                 | 71.6                 | 2.8             |
| Buda  | 395                     | 2,197/2,476                                | 81.37                   | 91.70                   | 74.3                 | 74.3                 | 0               |
| San Marcos  | 1,788                   | 9,390/10,729                               | 83.84                   | 87.94                   | 70.7                 | 74.2                 | 3.4             |
| Pflugerville  | 64                      | 386/447                                    | 96.50                   | 111.75                  | 67.9                 | 67.9                 | 0               |

| 2013 Quarterly Sales Receipts July - September |              |              |          | 2014 Monthly Lodging October Sales Receipts |              |              |          |
|--|--------------|--------------|----------|---|--------------|--------------|----------|
| Hotel Name                                     | 2013         | 2014         | % Change | Hotel Name                                  | 2013         | 2014         | % Change |
| La Quinta Inn & Suites                         | \$368,986.32 | \$433,113.32 | 17.38%   | La Quinta Inn & Suites                      | \$123,907.00 | \$154,002.43 | 24.29%   |
| Best Western Inn & Suites                      | \$248,958.96 | \$258,563.85 | 3.86%    | Best Western Inn & Suites                   | \$83,420.54  | \$104,613.62 | 25.41%   |

| City of Kyle Sales Tax |                                  |
|------------------------|----------------------------------|
| October - 14           | \$362,330<br>18.13% up from 2013 |
| November -14           | \$521,872<br>18.79% up from 2013 |
| December -14           | \$416,690<br>29.69% up from 2013 |

| Website Traffic – 2014 vs 2013                |       |          |       |          |       |
|---|-------|----------|-------|----------|-------|
| October                                       |       | November |       | December |       |
| 7,375   | 3,165 | 4,843    | 2,440 | 3,547    | 2,064 |
| Total Traffic January – December 2014: 41,731 |       |          |       |          |       |

Item # 2





## Tourism/Visitor Center Activity

|                           | Oct 13-Sept 14 | Oct 14-Dec 14 | Jan 15-Mar 15 | April 15-June 15 | July 15-Sept 15 |
|---------------------------|----------------|---------------|---------------|------------------|-----------------|
| Walk-ins                  | 354            | 32            |               |                  |                 |
| Visitor Guide Requests    | 4866           | 400           |               |                  |                 |
| Brochure Requests         | 1849           | 309           |               |                  |                 |
| Relocation Guide Requests | 443            | 182           |               |                  |                 |



Item # 2

Kyle Area Chamber of Commerce  
December 18, 2014



## Promotions and Advertising – Social Media/Online

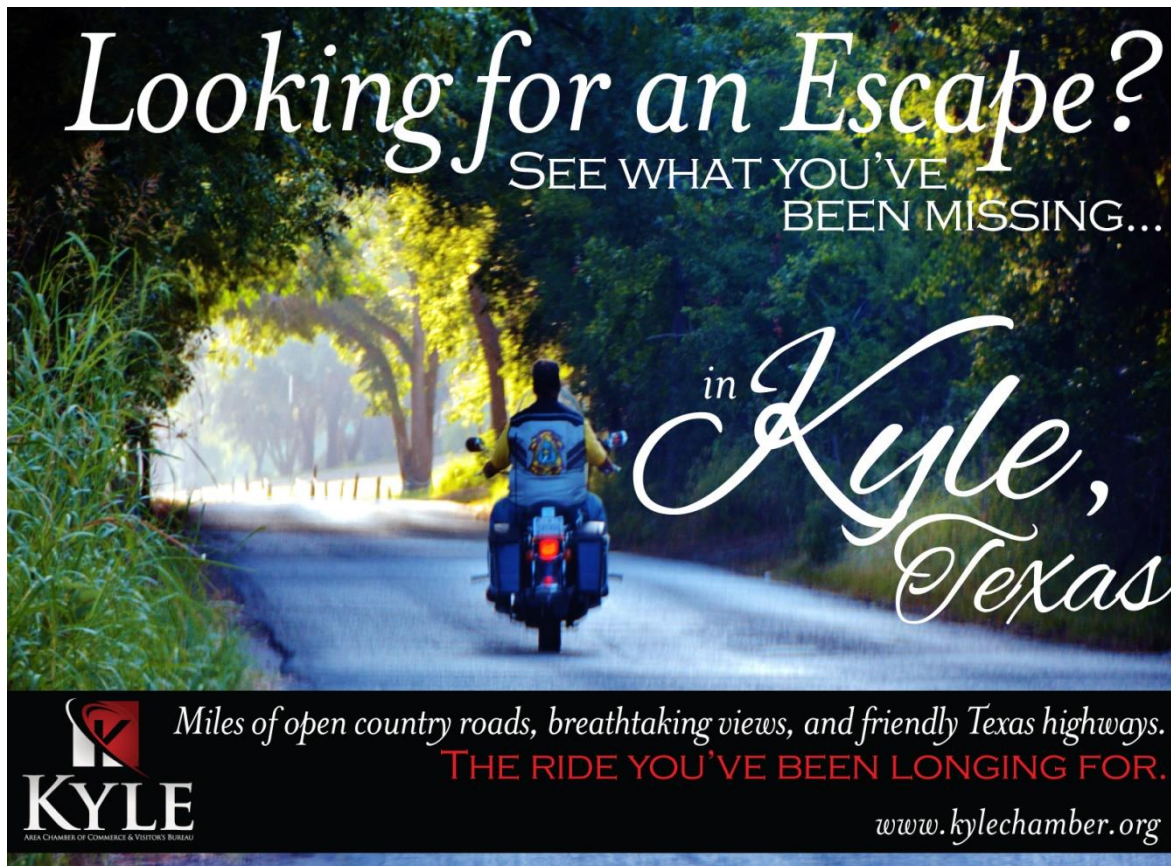
- **Facebook:** 2,321 likes – Reaching 1625
  - Misc posts / Fan Page / events in Kyle and region / Member spotlight
- **Twitter:** 1,131 followers, 1,869 tweets
  - Tweet 2x week/ retweet when applicable
  - Kyle attractions, restaurants, lodging
- **Pinterest:** 149 followers, 739 pins
  - Pin boards: Wedding Fever, Sports and the Outdoors, To Eat and Drink, Historical Kyle, Texas, Wineries & Vineyards, Places to Stay, All About Kyle, Texas Our Texas
  - Top 3 followed boards – Helpful Hints & Business Tips, Wedding Fever, All About Kyle
- **Other Online Media**
  - KyleChamber.org – community calendar, events, banners
  - [www.kylechamber.org](http://www.kylechamber.org)
  - [www.tourtexas.com](http://www.tourtexas.com) – Texas travel directory

## Ride Texas Ad

On newsstands

10/3/14-1/5/15


- Readership: 100,000
- 82% take overnight or longer motorcycle trips



*Looking for an Escape?*  
SEE WHAT YOU'VE  
BEEN MISSING...

in *Kyle,  
Texas*

Miles of open country roads, breathtaking views, and friendly Texas highways.  
**THE RIDE YOU'VE BEEN LONGING FOR.**

 **KYLE**  
AREA CHAMBER OF COMMERCE & VISITOR'S BUREAU

[www.kylechamber.org](http://www.kylechamber.org)



## Updated Tourism Brochure



## 2015 Texas State Travel Guide

- Distribution: 1,180,608
- 70% of total travel to Texas is **leisure**
- Overnight leisure trips last an average of 3.43 nights

*Refuel*

TEXAS PIE  
AND SHORT

COMPANY  
EAT MORE PIE

*Recharge*

*Relax*

*Repeat*

There's something for everyone in

**KYLE**

AREA CHAMBER OF COMMERCE & VISITOR'S BUREAU

WWW.KYLECHAMBER.ORG



## Community Impact Ad

On newsstands 9/15/14-10/14/15      Distribution: 52,896

|   |   |  |  |
|---|---|--|--|
| <p>MAGNUM Trailers PRESENTS<br/><b>STOCK CAR RACING</b></p>   | <p><b>FRIDAY, OCTOBER 17TH</b><br/>CARNIVAL ONLY</p>  | <p><b>KEITH KELSO</b><br/>4 PM</p>     | <p><b>THE STRAGGLERS</b><br/>8:30 PM</p>                     |
| <p><b>KYLE FAIR &amp; MUSIC FEST</b><br/>AT <b>Central Texas Speedway</b><br/>Home of Fast Cars and Hot Guitars</p> | <p><b>SATURDAY, OCTOBER 18TH</b><br/>CARNIVAL • RACES • CONCERTS<br/>RACE GATES OPEN 3PM • MUSIC STARTS 4PM</p> | <p><b>DENNY HERRIN</b><br/>8:30 PM</p> | <p><b>JASON BOLAND &amp; THE STRAGGLERS</b><br/>10:30 PM</p> |

Item # 2



# Kyle Fair & Music Fest Ad

On Newsstands  
10/1, 10/8 & 10/15

Hays Free Press  
Distribution: 3,996

Dripping Springs News-Dispatch  
Distribution: 1831

Radio – 98.1 KVET

**KYLE** *Budweiser* 98.1 **KVET**  
**KYLE FAIR & MUSIC FEST**  
AT **Central Texas Speedway**  
Home of Fast Cars and Hot Guitars

**OCTOBER 17-19, 2014**  
**FRIDAY, OCTOBER 17**  
CARNIVAL OPENS 5PM • \$20 "ALL YOU CAN RIDE" WRISTBANDS  
Come watch the race qualifiers PLUS free party in the Car Bar with Keith Kelso

**SATURDAY, OCTOBER 18**  
CARNIVAL GATES OPEN AT NOON • \$20 "ALL YOU CAN RIDE" WRISTBANDS  
RACE & MUSIC FEST STARTS 3PM • \$15 GA • KIDS 12 & UNDER FREE GA

|  |  |                                    |
|--|--|------------------------------------|
| <br>MAGNUM<br>PRESENTS<br><b>STOCK CAR RACING</b>        | <br><b>KEITH KELSO</b><br>7 PM           | <br><b>DENNY HERRIN</b><br>8:30 PM |
| <br><b>JASON BOLAND &amp; THE STRAGGLERS</b><br>10:30 PM | <br><b>COUNTRY REPARTED D</b><br>8:30 PM |                                    |

**SUNDAY, OCTOBER 19**  
CARNIVAL OPEN 1PM-7PM • \$20 "ALL YOU CAN RIDE" WRISTBANDS  
CARNIVAL, \$20 "ALL YOU CAN RIDE" WRISTBANDS  
PURCHASE CARNIVAL WRISTBANDS AT GATE OR CALL 512-268-4220  
RACE & CONCERT \$15 GA • KIDS 12 & UNDER FREE GA  
PURCHASE RACE & CONCERT TICKETS AT GATE OR ONLINE AT CENTRALTEXASSPEEDWAY.COM

Item #2  
PRESENTED BY  
 **24801 IH-35**  
**KYLE, TX 78640**  
**KYLECHAMBER.ORG**







## Texas Events Calendar Ad

Winter Issue Distribution: 65,000

# Save the Date!

## JANUARY 1, 2015

9:00AM

# RESOLUTION RUN

New Year's Day  
**KYLE CHAMBER**  
**KYLE-O-METER**

run - walk - resolution

presented by



[www.kylechamber.org/5k](http://www.kylechamber.org/5k)

STUDENT  
DISCOUNT  
AVAILABLE!

## Event Listings

**KERRVILLE: Dec. 20 Kerr County Market Days**  
Kerr County Courthouse. [www.kerrmarketdays.org](http://www.kerrmarketdays.org)  
830/895-7524

**KYLE: Dec. 3 Santa's Arrival and Tree Lighting Ceremony**  
City Square Park, 101 S. Burleson Road.  
[www.cityofkyle.com/recreation](http://www.cityofkyle.com/recreation) 512/262-3939

**LLANO: Nov. 28-Dec. 31 Starry, Starry Nights**  
Stroll down a lighted path along the Llano River that begins with hot chocolate and ends with Santa. Badu Park. [www.llanochamber.org](http://www.llanochamber.org) 325/247-5354

**KERRVILLE: Jan. 11 "Vocal Trash"** This electrifying theatrical show features a cappella harmonies, urban-style break dance and mesmerizing drumming. Cailloux Theater, 910 Main St. 830/896-9393

**KYLE: Jan. 1 Kyle-o-Meter Resolution Run**  
Includes a 5K race and Kids' Dash. Wallace Middle School. [www.kylechamber.org/5k](http://www.kylechamber.org/5k) 512/268-4220

**KYLE: Jan. 1 Polar Bear Splash** Brave swimmers jump into a new year at the pool, 1100 W. Center St. [www.cityofkyle.com/recreation](http://www.cityofkyle.com/recreation) 512/262-3939

**LLANO: Jan. 8-10 Llano Junior Livestock Show**  
John L. Kuykendall Events Center. 325/247-5354

Item #2



## Hill Country Current Ad

**JANUARY 1, 2015**

*New Year's Day*  
**KYLE CHAMBER  
KYLE-O-METER**

run - walk - resolution presented by **H·E·B**

**Resolution Run**  
**Kick the New Year in the Boot!**  
[www.kylechamber.org/5k](http://www.kylechamber.org/5k)

The advertisement features a background image of runners. The text is overlaid on this image. The date 'JANUARY 1, 2015' is at the top in large, bold, black letters. Below it, 'New Year's Day' is written in a cursive font, followed by 'KYLE CHAMBER KYLE-O-METER' in bold, black, sans-serif font. A small cartoon character is next to the '5K' part of the event name. Below that, 'run - walk - resolution' is written in a small font, followed by 'presented by' and the H·E·B logo. At the bottom, 'Resolution Run' is in large, bold, red letters, followed by 'Kick the New Year in the Boot!' in bold, black, sans-serif font, and the website URL 'www.kylechamber.org/5k'.

Texas  
Highways  
Magazine

**JANUARY 1, 2015**

**KYLE CHAMBER** Presented by  
**KYLE-O-METER** **H·E·B**

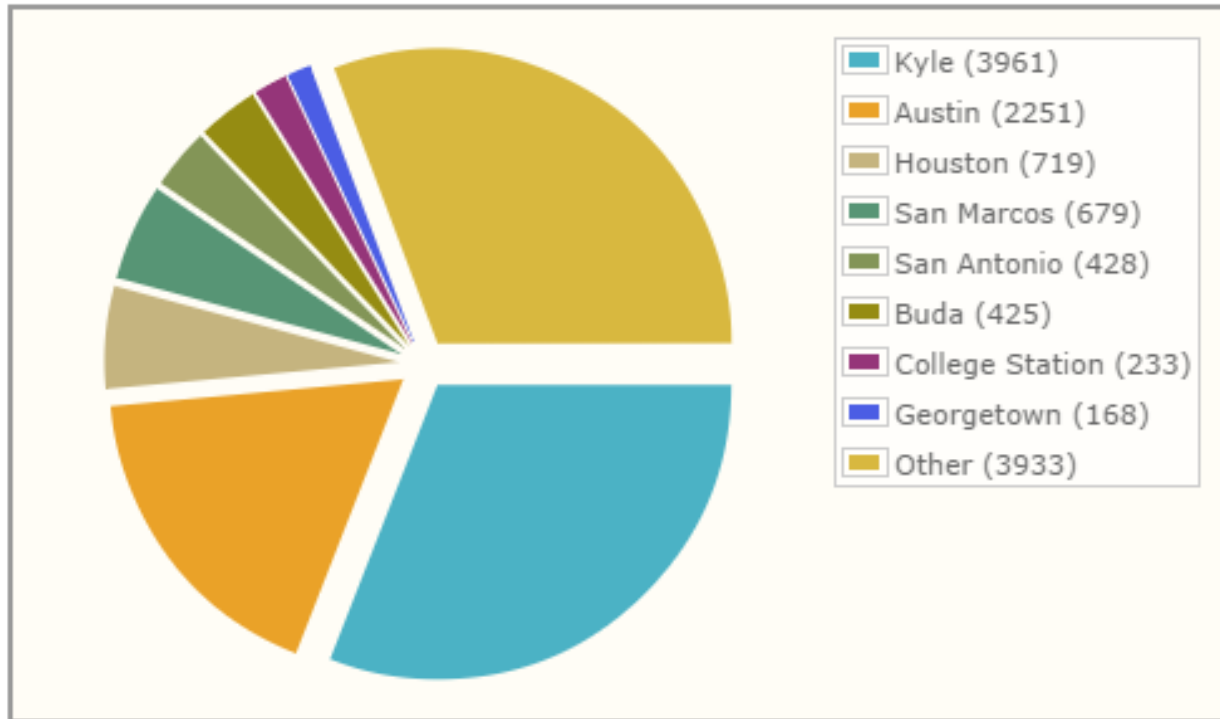
**Resolution Run**  
**Kick the New Year in the Boot!**  
[www.kylechamber.org/5k](http://www.kylechamber.org/5k)

The advertisement features a background image of runners. The text is overlaid on this image. The date 'JANUARY 1, 2015' is at the top in large, bold, black letters. Below it, 'KYLE CHAMBER' is in bold, black, sans-serif font, followed by 'Presented by' and the H·E·B logo. Below that, 'KYLE-O-METER' is in bold, black, sans-serif font. At the bottom, 'Resolution Run' is in large, bold, red letters, followed by 'Kick the New Year in the Boot!' in bold, black, sans-serif font, and the website URL 'www.kylechamber.org/5k'. There is a small 'item # 2' watermark at the bottom right.

## Website Traffic

### City Overview

2014 City Visits



### Page Views

July – 7642  
 August – 7324  
 September – 8309  
 October – 7375  
 November – 4834  
 December – 3547

### New Visitors

July – 70.1%  
 August – 69.4%  
 September – 69.8%  
 October – 72.1%  
 November – 82.2%  
 December – 74.9%



## Future Efforts

### Improved Budgeting and Spending Efforts

- Creating and promoting an Experience
- Branding of KYLE, TX
- Eyes on KYLE, TX
- Southwest Airlines, Billboards, TXDot Directional Signs, Partner with other regional attractions
- Partner (piggyback) with local events
  - Kyle Lake fishing tournament, CTS Stock-car racing
- Partner (piggyback) with major events
  - South by Southwest, F1 Races, Austin Rodeo
- Develop or revamp current attraction(s): i.e. Kyle Rodeo / KFMM
- Meet with city staff and/or council to discuss future tourism efforts



**Thank you!**



# CITY OF KYLE, TEXAS

## Presentation of Hays County Public Utility Agency status and updates

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation of the Hays County Public Utility Agency (HCPUA) status and updates. ~ *Graham Moore, Executive Director*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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

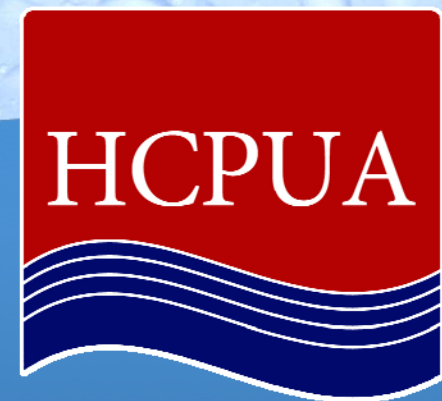
Attachments / click to download

[Presentation of Hays County Public Utility Agency](#)

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# HAYS CALDWELL PUBLIC UTILITY AGENCY

## KYLE CITY COUNCIL



STATUS AND UPDATES  
GRAHAM MOORE, PE – EXECUTIVE DIRECTOR  
FEBRUARY 3, 2015 Item # 3

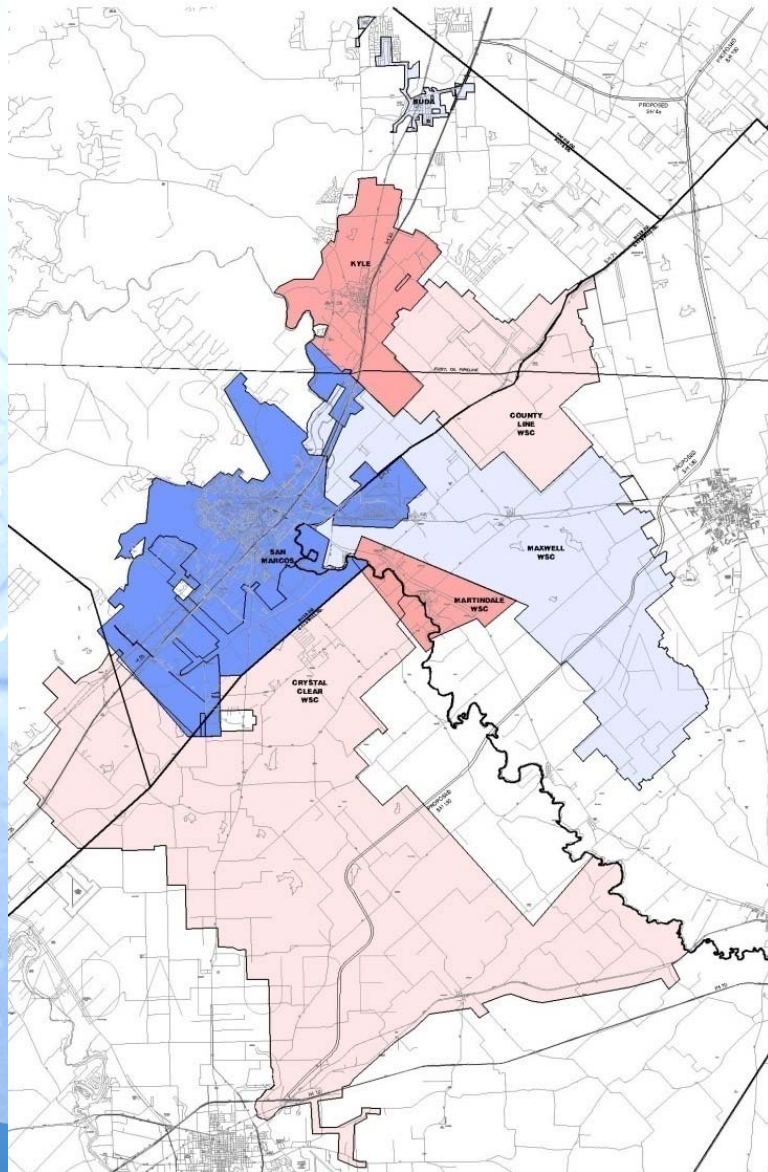
# AGENDA

- Origins of the Project
- Binding Agreements
- Activities-to-Date
- Items on the Horizon



# AGENCY SPONSORS

Created under Ch. 572 of LGC



- San Marcos
- Kyle
- Buda
- Canyon Regional Water Authority, represents:
  - Crystal Clear SUD
  - Green Valley SUD
  - County Line SUD
  - Martindale WSC
- All Sponsors are not-for-profit cities or water companies

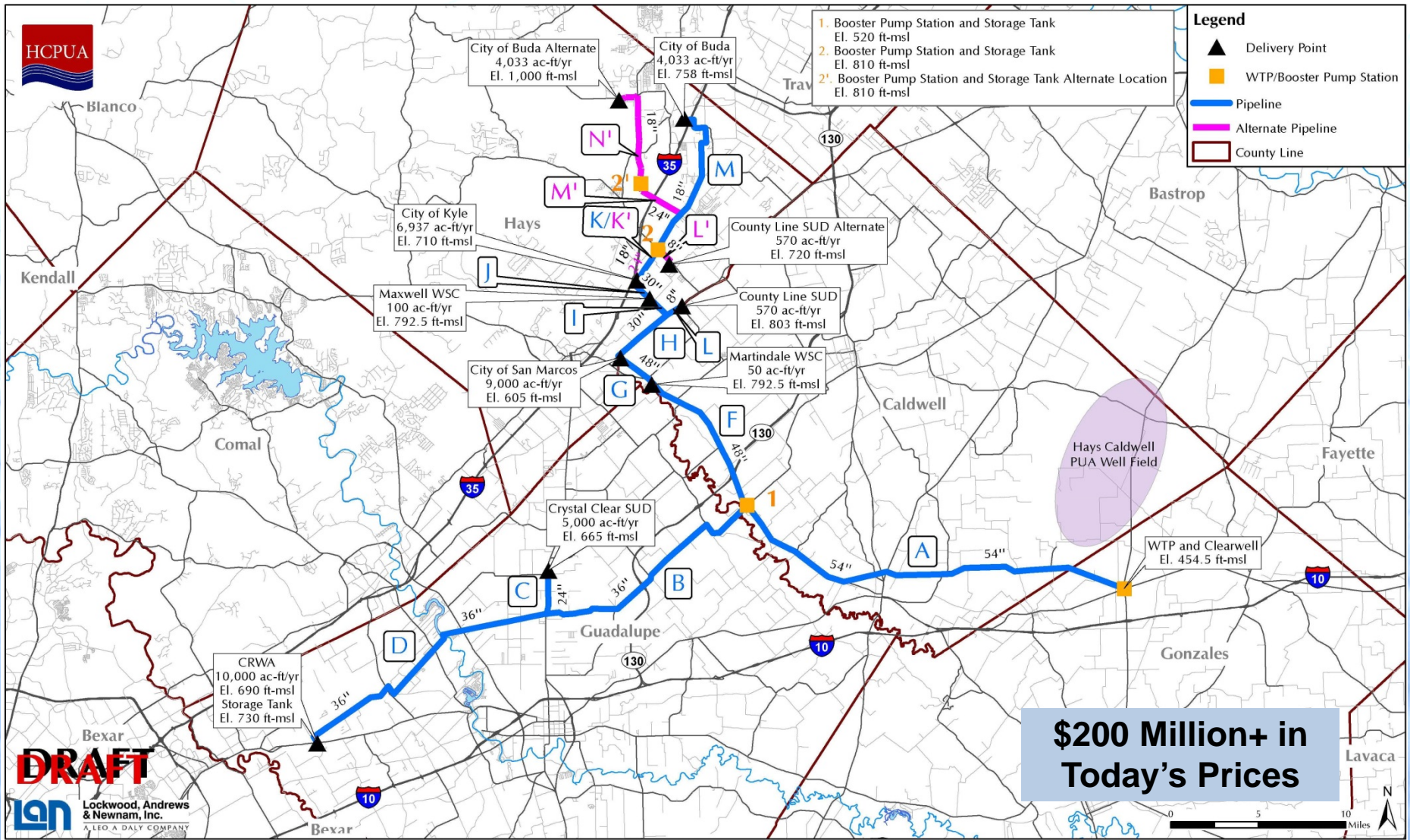
# PROJECT BEGINNINGS

- Kyle & Canyon Regional Water Authority commissioned a study to determine alternative water supplies. Others jumped in quickly.

## Other participants in initial study:

- Wimberley WSC
- Lockhart
- Monarch Water Co.
- Goforth WSC
- Creedmoor-Maha WSC
- Polonia WSC

# REQUIRED INFRASTRUCTURE



**\$200 Million+ in Today's Prices**

Lockwood, Andrews & Newnam, Inc. makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.



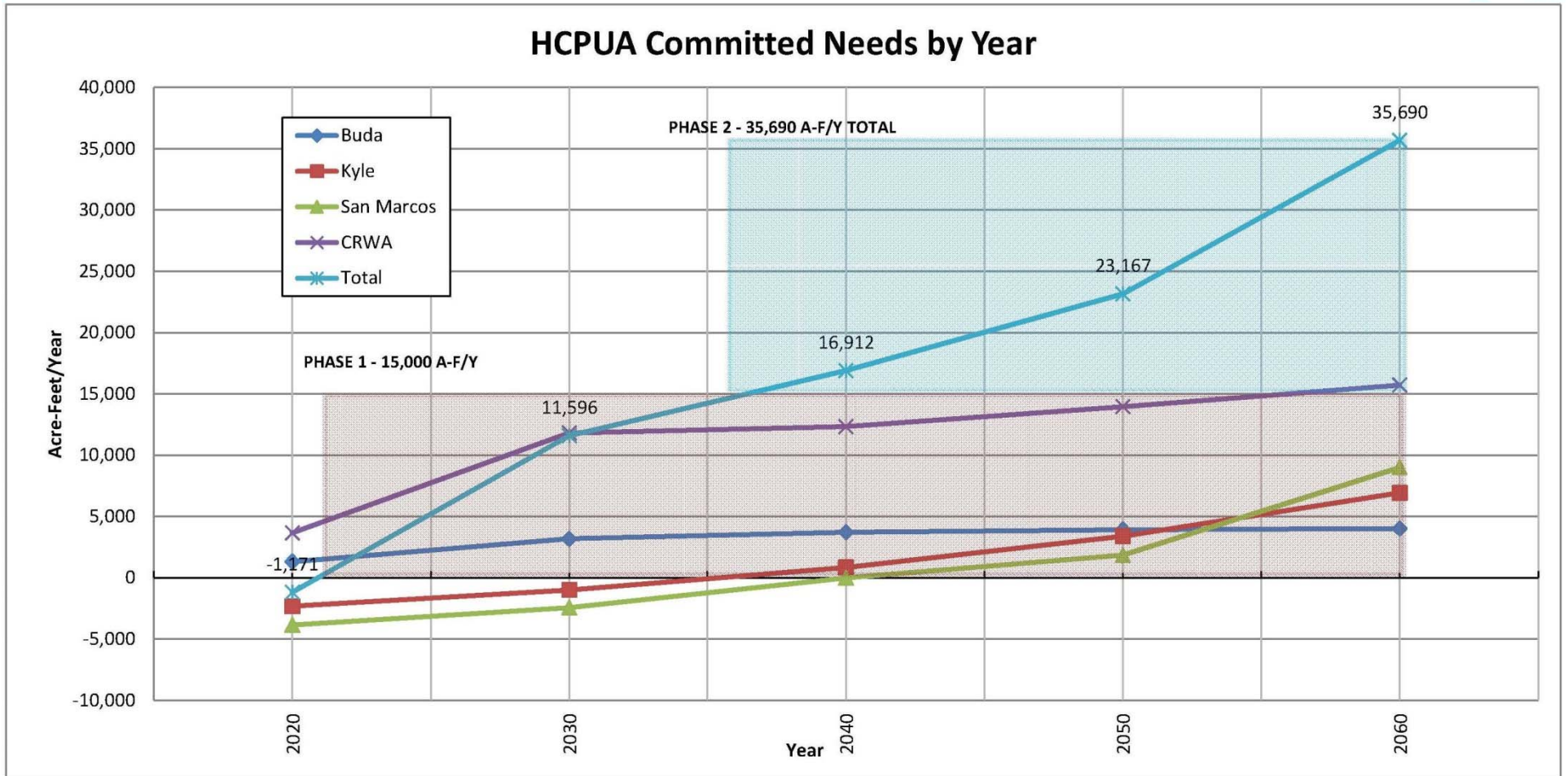
# WATER SUPPLY AGREEMENT

- Binds the Sponsors together beyond the simple governance and bylaws
- States individual Sponsor project shares:

| Sponsor                         | Share of Project Costs | Acre-Feet/Year of Capacity |
|---------------------------------|------------------------|----------------------------|
| Buda                            | 5.08%                  | 1,687                      |
| Kyle                            | 28.17%                 | 9,355                      |
| San Marcos                      | 35.86%                 | 11,910                     |
| Canyon Regional Water Authority | 30.89%                 | 10,260                     |

- Includes provisions for debt issuances; extreme flexibility including Sponsor issuances, Agency issuances in bulk and/or Agency issuances with separate series/terms for each Sponsor

# PROJECT TIMING & PHASING



# SHARING PLAN OVERVIEW

## Adoption

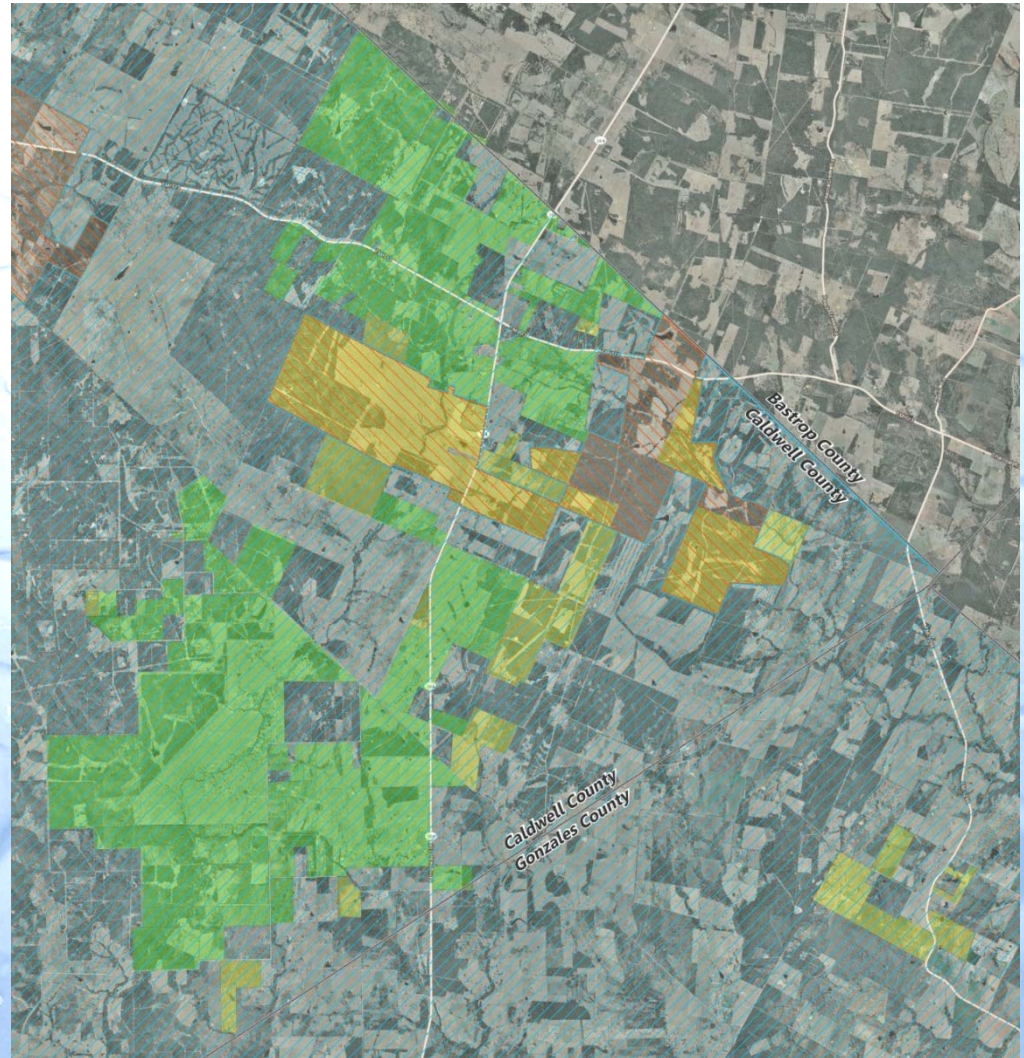
- Board of Directors approved the Sharing Rules Plan & Procedures to be used by the Agency in April 2014

## Goals

- Defer need for Carrizo project through sharing current supplies
- Those in need of “interim water” contract with Agency to meet identified gap
- Allows participants with surplus “interim water” to achieve revenue on water they would otherwise have in reserve
- Intent is for shared water to be used within Sponsors service area and not for profiteering

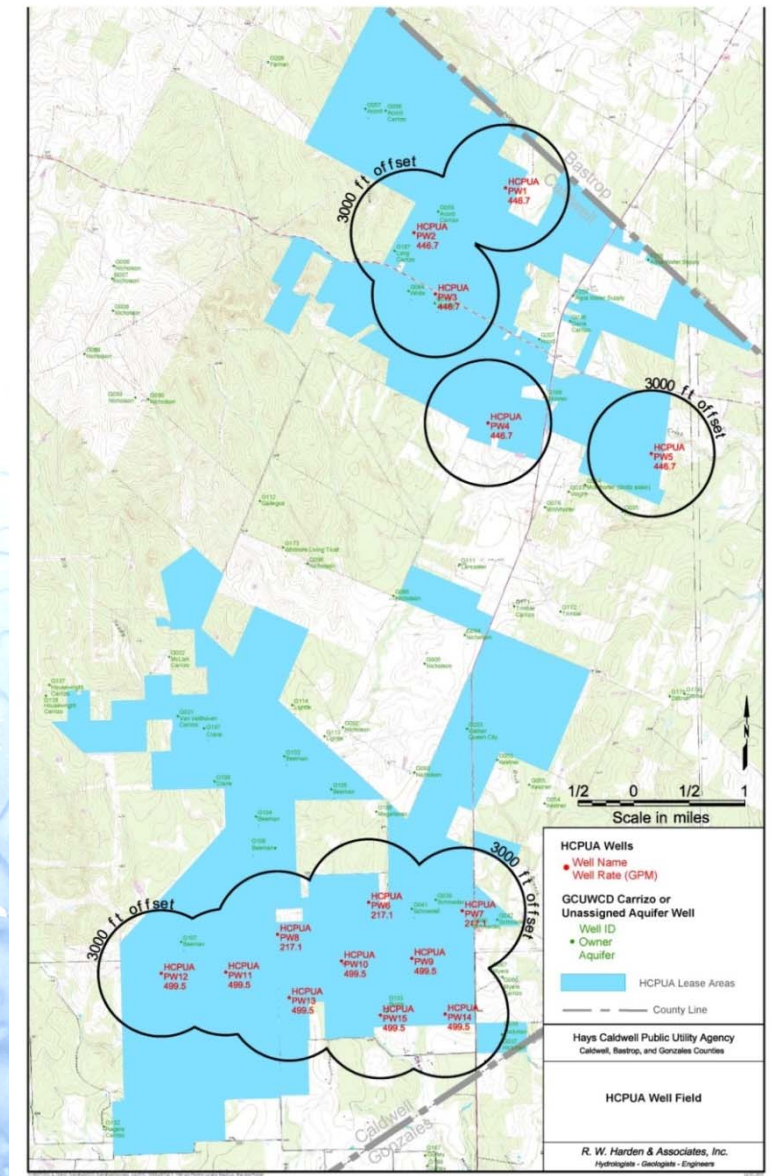
# WATER RIGHTS LEASING

- Leased 17,385 acres of water rights
- Generally leased on a 50-yr renewable term
- Leases are split between two groundwater districts
- 80+ Landowners
- Partnership forged with landowners – became very helpful during permitting



# EXISTING PERMIT

- Permit for 10,300 acre-feet per year to Gonzales District in March 2010
- Includes 15 production wells
- Permit was approved on November 13, 2012
- Production permits issued on 5-year terms
- Transportation permit issued on a 3/30-year term





# PERMIT TERMS

- Permit includes the following phasing schedule:

| Permit Phasing Schedule |       |      |                                  |
|-------------------------|-------|------|----------------------------------|
| Phase                   | Start | End  | Cumulative Production (ac-ft/yr) |
| I                       | 2012  | 2017 | 0                                |
| II                      | 2017  | 2022 | 2,000                            |
| III                     | 2022  | 2027 | 6,600                            |
| IV                      | 2027  | 2032 | 10,300                           |

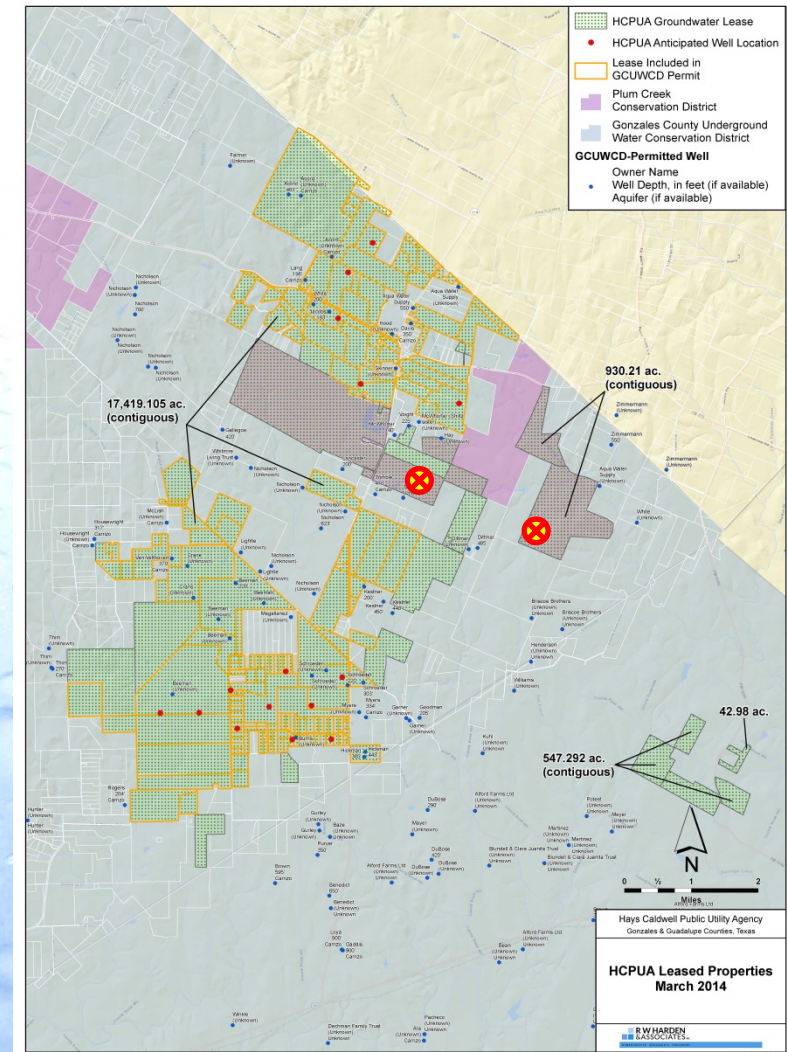
## Conditions

- Water can only be used in service area included in permit
- Agency agreed to Negotiated Export Fees Agreement, Mitigation Agreement and a Monitoring Agreement

# PERMITTING IN PLUM CREEK DISTRICT

## Process:

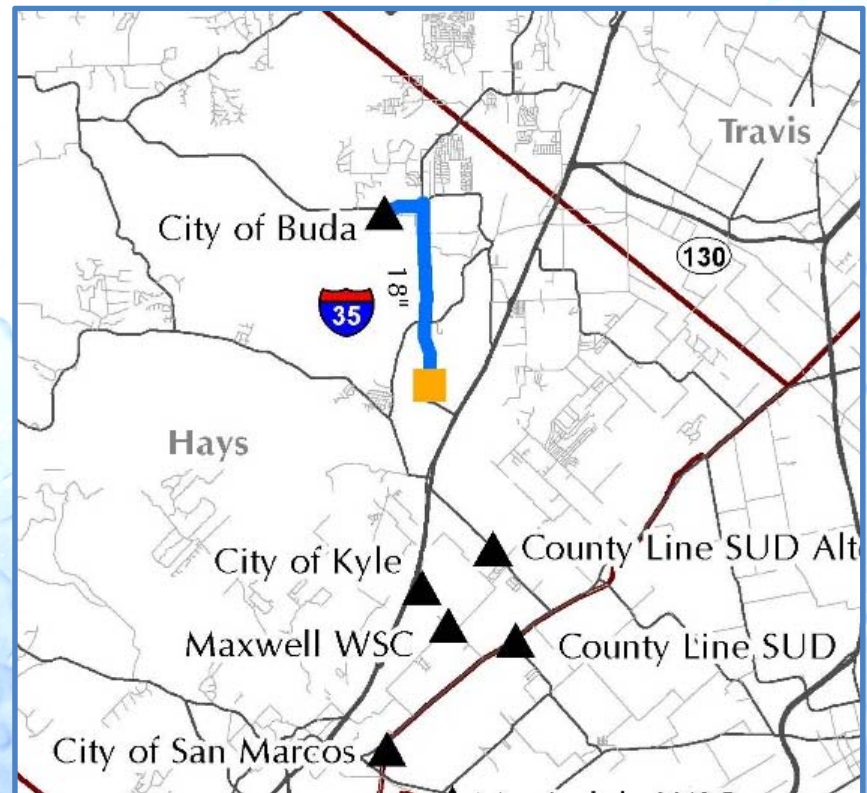
- Get permits for test hole and test well drilling
- Produce hydrogeologic report on condition of aquifer
- Submit report and permits for production and transportation of water
- Hearing on permits before the PCCD Board
- Currently awaiting completion of Rules changes to submit permit applications



# PHASE 1A

## Status:

- Dec 2014: Initiated design of pipeline
- Includes a booster pump station and pipeline
- Will interconnect Kyle and Buda's systems to allow for water sharing
- Ultimately serves as delivery of Carrizo water
- Operational in 2017
- Will seek SWIFT funding for the project.

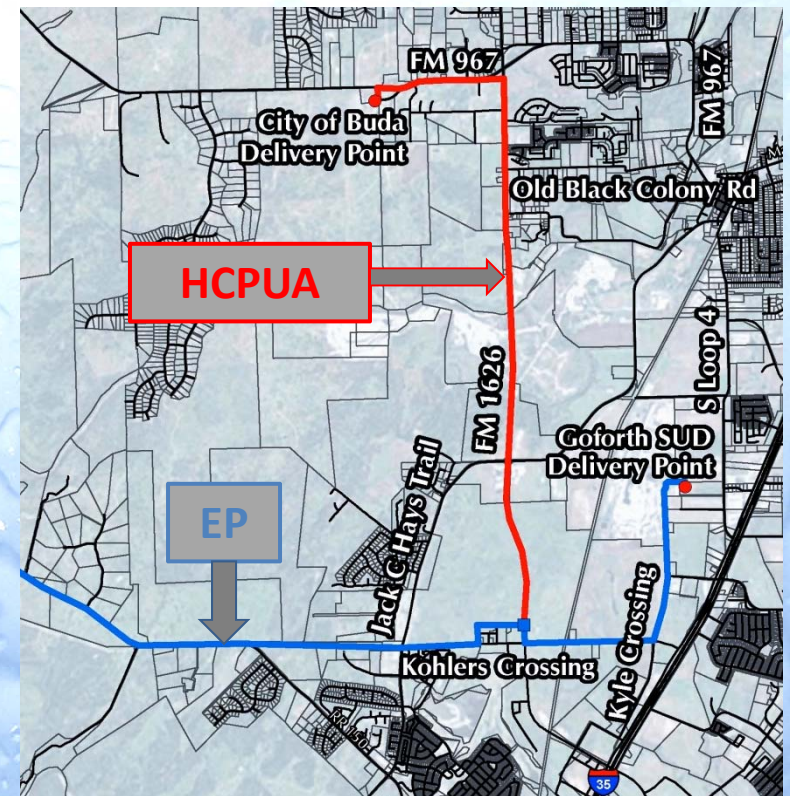


# ON-GOING ACTIVITIES

- Continually participating in the following activities:
  - Region L Planning (critical for groundwater permitting, funding, etc.)
  - GMA 13 – ultimately sets amount of groundwater available
  - Groundwater Districts – monitor rules changes & other projects that affect our interests
  - Legislature – mixture of defense & offense
  - Evaluate partnership opportunities

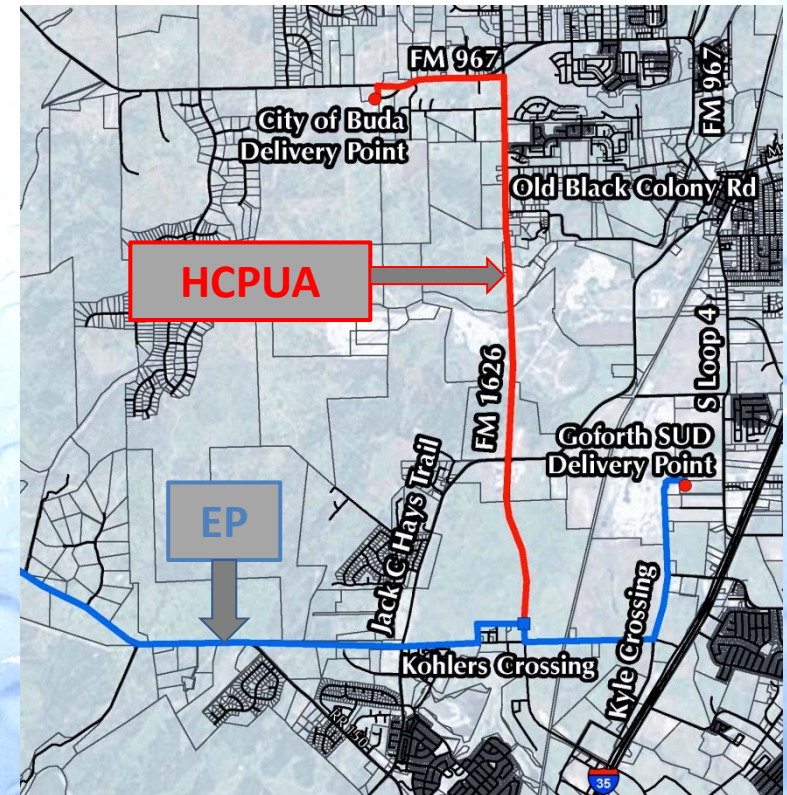
# Electro Purification - Background

- Private Wholesale Water Supplier
- Water Source: Trinity – Cow Creek Formation
- Maximum Projected Production:  
5.0 to 6.0 MGD
- Other Users:
  - Goforth: 3 MGD
  - Clark Wilson: 1.3 MGD
- Delivery Point: Kohler's & FM 1626  
(Utilizes HCPUA Pump Station/ Pipeline)
- Three alternative delivery points Identified



# SHARING FACILITIES

- Agency committed to working with Buda to appropriately size pump station & pipeline.
- If Buda's contract goes "firm" then facilities sized for Agency's Carrizo water and Buda's share of EP water.
- Buda will pay for their share of the Agency's infrastructure plus the cost to oversize the infrastructure.



# QUESTIONS

[www.hcpua.org](http://www.hcpua.org)

**Graham Moore, P.E.**  
**Executive Director**  
**(512) 294-3214**  
**[gmoore@hcpua.org](mailto:gmoore@hcpua.org)**



# CITY OF KYLE, TEXAS

## Presentation of Reports on Crime and Racial Profiling

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Presentation of Uniform Crime Report and Racial Profiling Report. ~  
*Jeff Barnett, Chief of Police*

**Other Information:** The Kyle Police Department will present crime data and crime information relating to criminal offenses committed within the city of Kyle. Specifically, information will be presented regarding recent burglaries and thefts as well as actions taken by the police department.

**Legal Notes:**

**Budget Information:**

---

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

Attachments / click to download

- [Memo](#)
  - [2014 Annual Racial Profiling Report](#)
  - [Policy](#)
-





# KYLE POLICE DEPARTMENT

## Memorandum

To: Scott Sellers, City Manager

Cc: James Earp, Assistant City Manager  
Amelia Sanchez, City Secretary

From: Jeff Barnett, Chief of Police

Date: February 12, 2015

Re: 2014 Annual Racial Profiling Report

---

The Kyle Police Department is submitting the 2014 Racial Profiling Report as required by the Texas Code of Criminal Procedure. This report is required to be submitted to the governing body on or before March 1st of each year. Please find the following documents for your review and presentation to the City Council:

- Kyle Police Department Racial Profiling Policy Chapter 2.2;
- Kyle Police Department Annual Report – 2014 Data

As you may recall, the State of Texas enacted a law requiring certain actions on behalf of the local agency and the individual law enforcement officers when conducting traffic or pedestrian stops. The Kyle Police Department has a policy that prohibits officers from engaging in racial profiling as defined by state law, and our officers are directed to capture certain types of data pertaining to traffic and pedestrian detentions that result in a citation or arrest. The Kyle Police Department is assigned to the Tier 1 – Partial Exemption reporting category because our police vehicles that routinely engage in traffic and pedestrian stops are outfitted with audio and video equipment. These videos are retained for a period of not less than 90 days, and they are reviewed throughout the year by supervisory staff as required by the statute.

The Kyle Police Department does have a publicly promoted process by which an individual may file a complaint if the individual believes that a Kyle Police Officer has engaged in racial profiling. The Kyle Police Department did not receive any complaints alleging racial profiling during this reporting period.

# KYLE POLICE DEPARTMENT

## Memorandum

In reviewing the data, the Kyle Police Department conducted a total of 6,680 motor vehicle stops. The following table represents the percentage of individuals stopped by race/ethnicity:

| <b>Race/Ethnicity</b> | <b>Percent of Total Stops</b> |
|-----------------------|-------------------------------|
| African               | 5.90                          |
| Asian                 | 1.12                          |
| Caucasian             | 53.17                         |
| Hispanic              | 38.99                         |
| Middle Eastern        | 0.70                          |
| Native American       | 0.10                          |

Of the 6,680 motor vehicle stops, 151 vehicle searches were conducted. Of those 151 searches, 35 of them were consensual while 116 of them were based upon probable cause or incident to arrest. Of the same 6,680 traffic stops, only in 286 of the instances was the race/ethnicity of the vehicle operator known to the police officer prior to the vehicle stop.

This report has been filed with the Texas Commission on Law Enforcement as required. It is my understanding that this report will be provided to the City Council prior to the March 1st deadline, and I am prepared to make any presentations as directed by you in the future.

Please let me know if you would like any further information concerning this report. Thank you very much.

## TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** KYLE POLICE DEPT.  
**Reporting Date:** 02/11/2015  
**TCOLE Agency Number:** 209202  
**Chief Administrator:** JEFFREY B. BARNETT  
**Agency Contact Information:** Phone: 512-268-0859  
 Email: [pfernandez@cityofkyle.com](mailto:pfernandez@cityofkyle.com)  
 Mailing Address:  
 KYLE POLICE DEPT.  
 P.O. Box 40  
 111 N. Front St.  
 Kyle, TX 78640

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

KYLE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the KYLE POLICE DEPT. from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the KYLE POLICE DEPT. if the individual believes that a peace officer employed by the KYLE POLICE DEPT. has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the KYLE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the KYLE POLICE DEPT.'s policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **JEFFREY B. BARNETT**

Chief Administrator

KYLE POLICE DEPT.

Date: 02/11/2015

**KYLE POLICE DEPT. Motor Vehicle Racial Profiling Information****Number of motor vehicle stops:**

1. **6490** citation only
2. **175** arrest only
3. **15** both
4. **6680 Total** (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

5. **394** African
6. **75** Asian
7. **3552** Caucasian
8. **2605** Hispanic
9. **47** Middle Eastern
10. **7** Native American
11. **6680 Total** (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**


12. **286** Yes
13. **6394** No
14. **6680 Total** (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

15. **151** Yes
16. **6529** No
17. **6680 Total** (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

18. **35** Yes
19. **116** No
20. **151 Total** (must equal line 15)

|   |               |  |   |
|---|---------------|--|---|
| <br>Kyle Police Department | GENERAL ORDER | Effective: 01-06-14                              | <b>Chapter 2.2</b>                                  |
|   |               | Section: Professional Standards and Conduct      | Subject: <b>Racial Profiling and Bias Reduction</b> |
|   |               | Approved: <u>Jeff Barnett</u><br>Chief of Police |   |
|   |               |  |   |

## I. POLICY

Members of the Kyle Police Department are responsible to police and protect the community in a proactive manner, to diligently investigate suspected violations of law, suspicious persons and circumstances, and enforce local, state, and federal law in a responsible and professional manner without regard to race, ethnicity or national origin. The practice of "Racial Profiling" by any member(s) of the Kyle Police Officers is unacceptable and strictly prohibited in the performance of an officer's duties; including traffic contacts, field contacts, criminal investigations and in asset seizure/forfeiture efforts.

## II. PURPOSE

The purpose of this directive is to affirm the Kyle Police Department's commitment to unbiased policing; to provide guidelines for officers in their enforcement of local, state and federal laws; to ensure that citizen contacts are performed in a professionally unbiased manner, and to safeguard and protect the rights of officers and citizens alike in the legitimate performance of our law enforcement mission.

## III. DEFINITIONS

- A. **Racial Profiling:** A law enforcement initiated action based upon an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- B. **Reasonable Suspicion:** Also known as articulable suspicion. Suspicion that is more than a mere hunch and is based on a set of articulable facts and circumstances that would warrant a person of reasonable caution in believing that an infraction of the law has been committed, is about to be committed, or is in the process of being committed, by the person or persons under suspicion. This can be based on the observations of a police officer combined with his / her training and experience, and/or reliable information received from a credible outside source.
- C. **Race or Ethnicity:** Means heritage of a particular descent, including Caucasian {W}, African {B}, Hispanic {H}, Asian {A}, Native American/Indian {I}, Middle Eastern {ME} descent.
- D. **Pedestrian Stop:** An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- E. **Department:** Shall mean the Kyle Police Department.

## IV. PROCEDURES:

- A. No person shall be detained without reasonable suspicion except where otherwise provided for in the law; i.e. detaining those individuals who present an immediate danger to themselves or to prevent injury.
- B. Officers shall make arrests only on the basis of probable cause that an individual has committed

a specific offense.

- C. Each police vehicle regularly used to make traffic stops will record each traffic stop using audio/video equipment, if so equipped. Failure to record the traffic stop, when vehicle equipped for recording, may lead to disciplinary action.
- D. Race, ethnicity, or national origin *may be* legitimate factors in such a decision when used as part of a description of a suspect or witness for whom a peace officer is searching or detaining, but at no time will it be the sole factor in justifying the stop or detention.
- E. This directive shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be lost, ill or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

Requirements for Traffic Stops:

- A. A peace officer who makes a traffic stop which results in the issuance of a citation or an arrest shall record and report the following information:
  - 1. The race or ethnicity of the individual detained; and
  - 2. Whether the officer conducted a search as a result of the stop, and if so, whether the person detained consented to the search.
  - 3. Whether a search was conducted and, if so, whether the individual detained consented to the search
  - 4. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.

Compilation and Reporting of Information Collected:

- A. The Department shall compile the information received in the reports collected under Section V. and submit an annual summary report to its City Council no later than March 1 of each year.
- B. This report will not include identifying information about a Kyle Police Officer who makes a stop or an individual who is stopped or arrested by the police officer.

Exemption of Reporting Requirements when Use of Police Video and Audio Equipment:

- A. A Kyle Police Officer is exempt from the reporting requirements under C.C.P. Article 2.133 and the Department is exempt from the compilation, analysis, and reporting requirements under C.C.P. Article 2.134 if:
  - 1. The Kyle Police Department police vehicle regularly used to make traffic and pedestrian stops is equipped with a video camera and the voice activated microphone equipment, and
  - 2. Each traffic and pedestrian stop capable of being recorded is recorded; or
  - 3. The City Council of the City and the Kyle Police Department certifies to the Department of Public Safety that the agency needs funds for equipment and the department does not receive sufficient state funds or equipment, as determined by DPS, to accomplish the purposes of this requirement.

- B. The Department shall retain the video and audio equipment documentation of each traffic or pedestrian stop for at least 90 days after the date of the stop. The video will be properly labeled with the start/end dates of recording and kept in a secured cabinet.
- C. Any police vehicle as defined in Section VII. A. (1.) (2.) that is found to have inoperable video/audio equipment will not be placed into service for normal patrol duty or used for traffic or pedestrian stops until the equipment is repaired or replaced and fully capable of video/audio recording.
- D. If a complaint is filed with the department alleging that a Kyle Police Officer has engaged in racial profiling with respect to a traffic or pedestrian stop, the department shall retain the video and audio recording of the stop until final disposition of the complaint.

Complaints of Racial Profiling:

- A. An individual stopped, detained or arrested on the basis of suspected racial profiling or other improper treatment may file a complaint with the Kyle Police Department. No member of the department shall discourage, intimidate, or coerce any individual from filing such a complaint, nor discriminate or retaliate against the person for filing such complaint.
- B. Any officer contacted by a person who wishes to file a complaint regarding racial profiling shall obtain the name and phone number of the person making the complaint, if they will provide it, and forward this information to his / her immediate supervisor.
- C. Police Supervisors shall investigate all complaints of alleged racial profiling. In the event that a complaint of racial profiling is filed by an individual involves an occurrence that was recorded on audio or video, the investigating supervisor shall, upon commencement of the investigation of the complaint and upon written notification by the officer, promptly provide a copy of the recording to the peace officer that is subject of the complaint. All such complaints shall be reviewed within a reasonable period of time and the results of the investigation and review shall be filed with the Chief of Police and the complainant notified of the outcome.
- D. The department shall provide education to the public concerning the racial profiling complaint process through its public information officer or person designated by the Chief of Police.

Review Process:

Sworn supervisors and the Patrol Captain shall periodically review randomly selected sampling of video and audio recordings made recently by all peace officers employed by this department.

In addition to reviewing stops and arrests pursuant to the statutory requirements, reviewing supervisors will also assess the individual officer's violator approach, interpersonal skills, officer safety skills, positioning of the patrol vehicle etc. for training purposes, employee coaching or discipline. Any specific incident meriting further consideration for racial profiling review by this process shall be forwarded to the Chief of Police for an Internal Affairs unit review.

By March 1 of each year, an annual administrative review of agency practices, collected data, and citizen complaints of racial profiling will be performed by the Division Head and forwarded to the Chief of Police.

**Corrective Action:**

- A. The prohibition against racial profiling, as stated before, does not preclude the use of race, ethnicity, or national origin as factors in a detention decision; however detaining an individual



and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity, or national origin.
  2. Detaining the driver of a vehicle based on the determination that a person of that particular race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
  3. Detaining an individual based upon the determination that a person of that particular race, ethnicity or national origin does not belong in a specific part of town or a specific place.
- B. Any Kyle Police Officer who is found, after investigation, to have engaged in racial profiling in violation of this policy shall be subject to corrective action, which may include a counseling, reprimand, diversity/sensitivity training or other appropriate training, paid or unpaid suspension; termination of employment, or other action(s) as deemed appropriate by the Chief of Police.

**Training of Law Enforcement Personnel:**

- A. All officers shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.
- B. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.

Statutory References: Article 2.131-2.137 of the Code of Criminal Procedures.



# CITY OF KYLE, TEXAS

## Presentaion on Romero Street

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation of update on Romero Street. ~ *Harper Wilder, Director of Public Works*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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

Attachments / click to download

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# CITY OF KYLE, TEXAS

## Presentation Southside Sewer Line

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation of update on Southside sewer line. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** The City Engineer will provide an update on the status of the Southside Wastewater Improvements Project.

**Legal Notes:**

**Budget Information:**

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

Attachments / click to download

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# CITY OF KYLE, TEXAS

## Resolution honoring Samantha Elizabeth Dean

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** A resolution of the City of Kyle, Texas, acknowledging the contributions of Samantha Elizabeth Dean and her service to the citizens of Kyle through her passionate dedication as victim services coordinator for the Kyle Police Department. ~ *Samantha LeMense, Becky Selbera, Council Members*

**Other Information:** Resolution attached.

**Legal Notes:**

**Budget Information:**

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

Attachments / click to download

 [Resolution](#)

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

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, ACKNOWLEDGING THE CONTRIBUTIONS OF SAMANTHA ELIZABETH DEAN AND HER SERVICE TO THE CITIZENS OF KYLE THROUGH HER PASSIONATE DEDICATION AS VICTIM SERVICES COORDINATOR FOR THE KYLE POLICE DEPARTMENT, AND ALSO ACKNOWLEDGING HER TIRELESS PURSUIT TO BRING COMFORT AND CLOSURE TO THE VICTIMS OF CRIME; PROVIDING AN EFFECTIVE DATE; PROVIDING COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING FOR OTHER FINDINGS OF FACT**

**Whereas, *Samantha Elizabeth Dean*** became the Kyle Police Department's first Victim Services Coordinator on January 27<sup>th</sup>, 2013; and

**Whereas, *Samantha Elizabeth Dean***, through her passion and dedication for service to others built the Kyle Police Department's Victim Services Program into an integral part of the department; and

**Whereas, *Samantha Elizabeth Dean*** made herself available to crime victims in the Kyle area on an around the clock basis and through her tireless efforts helped them rise above being victims and empowered them to take their lives back and reintegrate into their community; and

**Whereas, *Samantha Elizabeth Dean*** served as a positive role model to others and provided an example of how to live a life fully and joyfully; and

**Whereas, *Samantha Elizabeth Dean*** was 29 years young when she and her unborn daughter, Madeline (Maddie), were tragically taken from us, leaving two lives cut short and a community in mourning; and,

**Whereas, *Samantha Elizabeth Dean*** leaves behind a community with many individuals that are better for having known her and will miss her bright smile and shining personality each day, and;

**And Whereas, *Samantha Elizabeth Dean*** will always be remembered for her kindness, compassion, happiness, and most of all her humanity...

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

**The Kyle City Council does hereby resolve that** Samantha Elizabeth Dean was a valued member of the City of Kyle and served the Kyle Police Department and the citizens of Kyle in an exemplary manner and further resolves that her memory and example forever be a part of the Kyle culture and community fabric, and...

**The Kyle City Council, in concert with the Kyle Police Department, also hereby resolves that** in recognition of *Samantha Elizabeth Dean's* lifelong desire to be a police officer, that she be posthumously promoted to the position of **Honorary Police Officer** for the City of Kyle Police

Department, having all the benefits and honors bestowed upon her due that position, and that she carry that position from this day forward in perpetuity.

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

**Section 2. Effective Date.** This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

**Section 3. Open Meetings.** That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

**FINALLY PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2015.**

**ATTEST:**

**THE CITY OF KYLE, TEXAS**

\_\_\_\_\_

\_\_\_\_\_

Amelia Sanches, City Secretary

R. Todd Webster, Mayor

City of Kyle Resolution No. \_\_\_\_\_



# CITY OF KYLE, TEXAS

## Appointments to Charter Review Commission

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Nominate and appoint qualified voter(s) to the charter review commission. ~ *R. Todd Webster, Mayor*

- Joe Bacon ~ *Mayor Todd Webster*
- Jo Fenety ~ *Mayor Pro Tem Diane Hervol*
- Brad Growt ~ *Council Member Samantha LeMense*
- Paula Alvarez ~ *Council Member Becky Selbera*
- Ben Estrada ~ *Council Member Tammy Swaton*
- Kent A. Sheckler ~ *Council Member Shane Arabie*
- Fred Rothert ~ *Council Member David Wilson*

**Other Information:**

- On January 20, 2015, council passed a resolution establishing a charter review commission.
- As previously directed by council, this item is for the appointment of persons nominated by council members to serve on the established charter review commission.
- The only charter qualification for a person to be appointed to serve on the charter review commission is that the person must be a qualified voter of the City of Kyle.
- Resolution No. 948, passed by council October 8, 2014, sets forth the guidelines for appointments to the review commission.
- Resolution No. 948 is attached.

**Legal Notes:**

**Budget Information:**

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- 📁 [Resolution No. 948](#)
  - 📁 [Application - Joe Bacon](#)
  - 📁 [Application - Jo Fenety](#)
  - 📁 [Application - Brad Growt](#)
  - 📁 [Application - Paula Alvarez](#)
  - 📁 [Application - Kent Sheckler](#)
  - 📁 [Application - Fred Rothert](#)
  - 📁 [Application - Ben Estrada](#)
-



**RESOLUTION NO. 948**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, REQUIRING THE CITY COUNCIL TO REVIEW THE CHARTER TO DETERMINE IF ANY AMENDMENT SHOULD BE CONSIDERED; AUTHORIZING THE CITY COUNCIL TO APPROVE THE RULES AND PROCEDURES REGARDING THE SUBMISSION OF CHARTER AMENDMENTS; AUTHORIZING ANY CITY COUNCIL MEMBER TO SUBMIT A CHARTER AMENDMENT FOR CONSIDERATION BY THE CITY COUNCIL; PROVIDING THAT THE CITY COUNCIL MAY REFER ANY FINDINGS AND RECOMMENDATIONS TO THE CHARTER REVIEW COMMISSION; AUTHORIZING ANY CITY COUNCIL MEMBER TO NOMINATE ONE PERSON FOR CONSIDERATION AND APPROVAL BY THE CITY COUNCIL TO APPOINTMENT TO THE CHARTER REVIEW COMMISSION; REQUIRING ALL PERSONS APPOINTED TO MEET ALL CHARTER REQUIREMENTS; REQUIRING APPOINTMENT TO THE COMMISSION BE APPROVED BY NOT LESS THAN FIVE (5) VOTES OF THE CITY COUNCIL; PROVIDING FOR FILLING COMMISSION VACANCIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, Sec. 13.08 of the city's charter governs amending the charter; and,

WHEREAS, said section mandates that the city council shall appoint a charter review commission consisting of seven (7) qualified voters of the city, not less often than every fifth year; and,

WHEREAS, the city council has the authority and discretion to determine the procedures and rules to be followed for the city council's review of the charter and to select a charter review commission, in accordance with the charter;

**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. Council Review of the Charter. The city council shall review the charter to determine if any amendment to the charter will be considered. The procedures and rules to be followed in determining any amendment or amendments shall be adopted by the city council upon a majority vote by the city council.

Section 3. Amendment submissions by council members. Any city council member may place consideration of an amendment to the charter on a city council agenda for discussion and possible action taken in compliance with charter sec. 13.08 by the city council. The city council may by majority vote refer its findings and make recommendations to the charter review commission.

Section 4. Selection of commissioners. Each member of city council may nominate one person to be considered by the city council for appointment to the charter review commission. No person can be appointed to the charter review commission unless that person meets the requirements of sec. 13.08 of the charter, and said appointment must be approved by not less than five (5) votes of the city council.

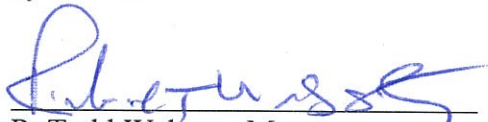
Section 5. Vacancy. In the event a vacancy on the commission occurs, either before or after the commission has met to perform its duties required by sec. 13.08 of the charter, the city council shall select another appointee to fill the vacancy by complying with the same procedures set forth herein.

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.

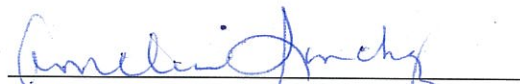
Section 7. Effective Date. This resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle, Texas.

PASSED AND APPROVED this 8th day of October, 2014.

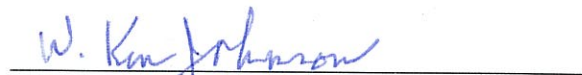
City of Kyle, Texas

  
 \_\_\_\_\_  
 R. Todd Webster, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 W. Ken Johnson, City Attorney

1/29/2015

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



Grace Nino &lt;gracenino@cityofkyle.com&gt;

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

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City of Kyle Texas &lt;webmaster@cityofkyle.com&gt;

Thu, Jan 29, 2015 at 11:44 AM

To: gracenino@cityofkyle.com

Submitted on Thursday, January 29, 2015 - 11:44  
Submitted by anonymous user: [12.251.69.42]  
Submitted values are:

Name: Joe Bacon  
Address: 231 Bluestem Street  
E-Mail: [jbacon3@austin.rr.com](mailto:jbacon3@austin.rr.com)  
Best Phone Number to Reach You: 5122894480  
Sub Division: Prairie on the Creek  
Committees you are interested in:  
Charter Commission

Professional, Education and Work Background:

Attended Texas A&M Kingsville  
Attended University of Texas-Austin  
40 years of business operations and development experience

Previous or Current Community/Committee Involvements:

City of Kyle Mobility Committee  
Kerrville Convention and Visitors Bureau Committee

Special Knowledge or Experience: Strong network of state and regional leaders. Regularly attend conferences and forums which provide insight into public policy and infrastructure development that have an impact of Kyle, Hays county and Texas.

How long have you been a Kyle resident? Seven years

Today's Date: 2015-01-29

Other Comments: 100 percent committed to the task in order to ensure continuity and stability for Kyle as the city moves forward and continues to grow in a responsible manner.

Item # 8



Amelia Sanchez <asanchez@cityofkyle.com>

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## Committee Application

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**Online committee application** <webmaster@cityofkyle.com>  
To: asanchez@cityofkyle.com

Mon, Feb 2, 2015 at 12:20 PM

Submitted on Monday, February 2, 2015 - 12:20  
Submitted by anonymous user: [70.112.106.44]  
Submitted values are:

Name: Jo Fenety  
Address: 1668 Amberwood Loop, Kyle, TX 78640  
E-Mail: [fenety@hotmail.com](mailto:fenety@hotmail.com)  
Best Phone Number to Reach You: (863) 259-0869  
Sub Division: Amberwood

Committees you are interested in: **Charter Review Committee**

Professional, Education and Work Background: State of Alaska: Professional Assistant to Senate Finance Committee Chair; prepared State's capital budget, drafted legislation. Leasing Manager for Anchorage and Fairbanks International Airports. Administrative Officer for New Capital Site Planning Commission with budget oversight responsibility. Small business owner.

Previous or Current Community/Committee Involvements: Former board experience includes YMCA and Girl Scouts. Active interest in homeowner's association since moving to Kyle.

Special Knowledge or Experience: Government processes and review.

How long have you been a Kyle resident? 1+ year

[Quoted text hidden]

Item # 8



Amelia Sanchez <asanchez@cityofkyle.com>

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## Committee Application

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**Online committee application** <webmaster@cityofkyle.com>  
To: asanchez@cityofkyle.com

Tue, Feb 3, 2015 at 6:18 PM

Submitted on Tuesday, February 3, 2015 - 18:18  
Submitted by anonymous user: [70.112.99.188]  
Submitted values are:

Name: Brad Growt  
Address: 4456 Mather  
E-Mail: [brad.growt@outlook.com](mailto:brad.growt@outlook.com)  
Best Phone Number to Reach You: [5126577934](tel:5126577934)  
Sub Division: Plum Creek

Committees you are interested in: Charter Commission  
Professional, Education and Work Background: IT Manager for PEC with experience in corporate records/admin and finance.

Previous or Current Community/Committee Involvements: Mobility Committee (former member)  
Special Knowledge or Experience: Interested in city service and support. Have been active in city issues for several years.

How long have you been a Kyle resident? since 2008  
Today's Date: 2015-02-03  
Other Comments:

Item # 8

# Committee Application

webmaster@cityofkyle.com

Tue 2/10/2015 9:25 PM

To:Amelia Sanchez <asanchez@cityofkyle.com>;

Submitted on Tuesday, February 10, 2015 - 21:25

Submitted by anonymous user: [70.112.125.122]

Submitted values are:

Name: PAULA S. ALVAREZ

Address: P. O. BOX 1083

E-Mail: PAULA.ALAVAREZ@GMAIL.COM

Best Phone Number to Reach You: 512-557-1995

Sub Division: DOWN TOWN KYLE

Committees you are interested in: REVISION OF KYLE CITY CHARTER

Professional, Education and Work Background:

FIFTEEN YEARS OF ACCOUNTING IN PRIVATE INDUSTRY

TWENTY YEARS WITH THE STATE GOVERNOR'S OFFICE:

ATTENDED NIXON CLAY BUSINESS SCHOOL

10 YEARS MANAGING THE FIRST CENTRALIZED INFORMATION CENTER FOR THE STATE

10 YEARS ASSISTANT PROGRAM MANAGER AND MANAGER OF THE STATE CRIME STOPPERS PROGRAM AND NOW 14 YEARS WITH THE CITY OF AUSTIN POLICE DEPARTMENT IN THE FINANCE DEPT.

Previous or Current Community/Committee Involvements: 2 YEARS AS KYLE

ELEMENTARY PTO PRESIDENT, 8 YRS AS A CITY COUNCIL MEMBER, 4 AS MAYOR PROTEM AND ONE YEAR AS MAYOR AFTER THE CURRENT MAYOR RESIGNED. MOST RECENTLY ON THE PUBLIC WORKS & PUBLIC SERVICE COMMITTEE, FORMER MEMBER OF FRIENDS OF THE LIBRARY, CHAIRMAN OF THE AUSTIN YOUTH EMPLOYMENT SERVICE, BOARD MEMBER OF THE COMMUNITY ACTION, INC. OF HAYS, CALDWELL & BLANCO COUNTIES, FOUR YEARS AS A BOARD MEMBER OF CENTRAL TEXAS CATHOLIC CREDIT UNION, MEMBER OF THE AUSTIN MEXICAN CHAMBER OF COMMERCE, COMMITTEE PRESIDENT OF ST ANTHONY'S CATHOLIC CHURCH COUNCIL AND SEVERAL OTHER COMMITTEES.

Special Knowledge or Experience: GAINED KNOWLEDGE AND EXPERIENCE FROM WORKING AT CITY, COUNTY & STATE GOVERNMENT LEVEL CAPACITY. I UNDERSTAND WHAT IMPACT THIS PARTICULAR KNOWLEDGE AND EXPERIENCE CAN HAVE ON A CITY. I HAVE THE EXPERIENCE OF SEEING KYLE GROW FROM A VERY SMALL CITY TO WHAT IT IS NOW. I KNOW THE RESPONSIBILITIES OF THE MAYOR, CITY COUNCIL MEMBERS AND CITY EMPLOYEES AND OUR CITIZENS. I HAVE THE ABILITY TO LISTEN TO NEEDS OF THE COMMUNITY. I HAVE LEARNED HOW IMPORTANT COMMITTEES CAN BE TO CITY GOVERNMENT. I HAVE EXPERIENCE WORKING WITH DIVERSITY AND THE STRESS THAT COMES WITH WANTING TO CREATE CHANGE. I HAVE A VISION OF WHAT OUR CITY SHOULD BE AND WHERE IT SHOULD GO. I UNDERSTAND THE ROAD WILL NOT BE EASY TO TRAVEL BUT PATIENCE AND NOT GIVING UP IS THE WAY TO GO.

How long have you been a Kyle resident? BORN AND RAISED IN KYLE, MOTHER BORN IN KYLE, FATHER BORN IN LOCKHART, TEXAS

Item # 8

# City of Kyle Texas Website submission: Committee Volunteer Application

webmaster@cityofkyle.com

Fri 2/13/2015 4:24 PM

Inbox

To:

Submitted on Friday, February 13, 2015 - 16:23  
Submitted by anonymous user: [70.112.104.125]  
Submitted values are:

Name: Ben Estrada

Address: 1537 Amberwood loop Kyle tx 78649

E-Mail: ben\_estrada@hotmail.com

Best Phone Number to Reach You: 523-636-6130

Sub Division: Amberwood

Committees you are interested in: Open

Professional, Education and Work Background: Work for the Hays school district under the Bilingual Department I have a master degree in curriculum

Previous or Current Community/Committee Involvements: Have not been in any committee

Special Knowledge or Experience: None

How long have you been a Kyle resident? 13 yrs

Today's Date: 2015-02-13

Other Comments:

Item # 8

2/2/2015

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



Grace Nino &lt;gracenino@cityofkyle.com&gt;

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

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City of Kyle Texas &lt;webmaster@cityofkyle.com&gt;

Mon, Feb 2, 2015 at 12:11 PM

To: gracenino@cityofkyle.com

Submitted on Monday, February 2, 2015 - 12:11

Submitted by anonymous user: [216.54.129.25]

Submitted values are:

Name: Kent Sheckler

Address: 1206 Cherrywood

E-Mail: [ksheck@austin.rr.com](mailto:ksheck@austin.rr.com)Best Phone Number to Reach You: [512.461.7537](tel:512.461.7537)

Sub Division: Amberwood

Committees you are interested in: Charter Review Committee

Professional, Education and Work Background:

Bachelors of Science in Business Management, University of Phoenix 2005

Accounting, Central Carolina Technical College 1995-1998

Marketing Manager, Velocity Credit Union 1998-current

Vice President, Board of Directors – Hays Youth Baseball and Softball Association (2002-2010)

General Member, Board of Directors – Texas Hill Country Umpire Association (2010-present)

U.S. Air Force - 1990-1998

Previous or Current Community/Committee Involvements:

Vice President, Board of Directors – Hays Youth Baseball and Softball Association (2002-2010)

General Member, Board of Directors – Texas Hill Country Umpire Association (2010-present)

Finance Committee Member, Congress Avenue Baptist Church

Special Knowledge or Experience: I have serviced on several boards and committees over the last 15 years.

How long have you been a Kyle resident? 15 years

Today's Date: 2015-02-02

Other Comments: Was asked by Shane Arabie to fill out this form for the Charter Review Committee.

Item # 8



1/30/2015

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



Grace Nino &lt;gracenino@cityofkyle.com&gt;

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

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City of Kyle Texas &lt;webmaster@cityofkyle.com&gt;

Fri, Jan 30, 2015 at 1:47 PM

To: gracenino@cityofkyle.com

Submitted on Friday, January 30, 2015 - 13:47

Submitted by anonymous user: [70.112.109.169]

Submitted values are:

Name: Fred Rothert

Address: 6089 McNaughton

E-Mail: fredrothert@Yahoo.com

Best Phone Number to Reach You: [512-449-8970](tel:512-449-8970) or [512-750-1627](tel:512-750-1627)

Sub Division: Plum Creek

Committees you are interested in: Charter Review

Professional, Education and Work Background: Account Executive with TRW Information Systems. Under graduate work at Peru State &amp; University of Nebraska. Served on Numerous Credit related committees in the Dallas Ft.Worth area.

Previous or Current Community/Committee Involvements: Served on Previous Charter Review approximately in 2005

Special Knowledge or Experience: See above

How long have you been a Kyle resident? 13 years

Today's Date: 2015-01-30

Other Comments:

Item # 8



# CITY OF KYLE, TEXAS

## (2nd Reading) Ordinance calling May 2015 General Election

Meeting Date: 2/17/2015  
Date time: 7:00 PM

### Subject/Recommendation:

*(Second Reading)* An ordinance of the City of Kyle, Texas, ordering the May 9, 2015 general election and establishing the procedures thereof; providing notice of the election; providing for the Hays County Elections Officer to conduct the election; providing for early voting; designating polling places; providing for a joint election; providing for the appointment of presiding judges, alternate presiding judges and clerks; finding and determining that the meeting at which this ordinance 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. ~ *Amelia Sanchez, City Secretary*

### Other Information:

- This ordinance is the standard ordinance the city uses each time it holds an election.
- The election is for council member Place 5 and 6, each for 3-year terms.
- It incorporates notice requirements and all other particulars that the county provides in order to hold the election.
- Early voting commences on Monday, April 27, 2015, and continues through Tuesday, May 5, 2015.
- Designated Election Day polling places: Kyle City Hall, Wallace Middle School, and Chapa Middle School; from 7:00 am to 7:00 pm.

### Legal Notes:

### Budget Information:

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**Attachments / click to download**

- [📄 Order of Election](#)
  - [📄 \(2nd Reading\) Ordinance calling May 2015 General Election](#)
  - [📄 \(2nd Reading\) Ordinance Calling May 2015 General Election \(Spanish\)](#)
-

ORDER OF ELECTION  
(*ORDEN DE ELECCION*)

An election is hereby ordered to be held on May 9, 2015 for the purpose of voting in the General Election to elect a Council Member District 5, and Council Member District 6.

*(Por la presente se ordena que se llevará a cabo una Elección General el 9 de Mayo, 2015, con el propósito de votar en la Elección General para elegir a un miembro del Consejo de Distrito 5, y un miembro de Consejo de Distrito 6.*

Early voting by personal appearance will be conducted at:  
(*La votación adelantada en persona se llevará a cabo en :*)

Kyle City Hall, 100 W Center St., Kyle, Texas  
Hays Administration Building, 21003 IH35, Kyle, Texas  
Buda Elementary School, 300 San Marcos Street, Buda, Texas

Between the hours of 8:00 am to 5:00 pm on April 27, 2015 through May 1, 2015, and on May 4, 2015 and on May 2 and May 9 between the hours of 7:00 am to 7:00 pm and between the hours of 10:00 am to 2:00 pm on Saturday May 2, 2015.

*(Entre las 8:00 de la mañana y las 5:00 de la tarde el 27 de abril, 2015, hasta el 1 de Mayo, y 4 de Mayo, y entre las 7:00 de la mañana y las 7:00 de la tarde el 28 de abril, y 5 de Mayo, 2015, y entre las 10:00 de la mañana y las 2:00 de la tarde el 2 de Mayo, 2015.*

Applications for ballot by mail shall be mailed to;  
(*Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a :*)

Joyce Cowan  
(Name of Early Voting Clerk  
(Nombre de Secretario (a) de Votación Adelantada)

712 South Stagecoach Trail, Ste. 1045  
(Address) (*Dirección*)

San Marcos, Texas 78666  
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on April 30, 2015.

(*Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el 30 de abril, 2015.*

Issued this the 17<sup>th</sup> day of February, 2015  
(*Emitida este día 17 de febrero, 2015*)

\_\_\_\_\_  
Signature of Mayor (Firma de Alcalde)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before Election Day.

*(Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario (a) del Condado/Administrador (a) de Elecciones y el /la Registrador (a) de Votantes a más tardar 60 días antes del día de elección.)*

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ORDERING THE MAY 9, 2015 GENERAL ELECTION AND ESTABLISHING THE PROCEDURES THEREOF; PROVIDING NOTICE OF THE ELECTION; PROVIDING FOR THE HAYS COUNTY ELECTION OFFICER TO CONDUCT THE ELECTION; PROVIDING FOR EARLY VOTING; DESIGNATING POLLING PLACES; PROVIDING FOR A JOINT ELECTION; PROVIDING FOR THE APPOINTMENT OF PRESIDING JUDGES, ALTERNATE PRESIDING JUDGES AND CLERKS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE 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**, on May 9, 2015, there shall be elected the following officials for the City of Kyle, Texas (the “City”): Councilmember, Place 5; and Councilmember, Place 6;

**WHEREAS**, the *Texas Election Code* (the “Code”) and City Charter are applicable to the General Election (hereinafter collectively referred to as the “election”) and this ordinance establishes procedures consistent with the Code and the City Charter; and

**WHEREAS**, the City has made provision to contract with Hays County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the “Election Agreement” or “contract”), and such contract provides for political subdivisions subject to the contract that hold election on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*;

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

**SECTION 1.** The General Election of the City shall be held on Saturday, May 9, 2015, to elect the Councilmember's for Place 5 and Place 6, to serve a term of three (3) years each. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City, at City Hall, 100 West Center Street, Kyle, Texas, between 8:00 a.m. on January 28, 2015 and 5:00 p.m. on February 27, 2015. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

**SECTION 2.** Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the General Election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Hays County Election Officer for use on the voting devices and ballots used by Hays County.

**SECTION 3.** The Hays County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement, the City Charter, and the law governing the holding of general and special elections; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

**SECTION 4.** Early voting, both by personal appearance and by mail, will be conducted by the Hays County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the designated by the Hays County Election Officer. Early voting shall commence on Monday, April 27, 2015, and continue through Tuesday, May 5, 2015, and early voting polls shall remain open for the time specified by the *Texas Election Code*.

**SECTION 5.** The election precincts for the election shall be the election precincts established by the Hays County Election Officer in accordance with applicable law and the City Charter. The polling places for Election Day shall be: Kyle City Hall, 100 W. Center St., Kyle, Texas; Wallace Middle School 1500 W Center Street, Kyle, Texas; and Chapa Middle School, 3311 Dacy Lane, Kyle, Texas. Residents of the election precincts shall vote at the aforementioned polling places as assigned by the Hays County Election Officer in accordance with applicable law and the City Charter. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Hays County Election Officer shall tabulate and provide the election returns for the election.

**SECTION 6.** The City agrees to conduct a joint election with other political subdivisions within Hays County, provided that such political subdivision holds an election on May 9, 2015 in all or part of the same territory as the City (the "Political Subdivisions"). Any joint election shall be conducted in accordance with state law, this Ordinance, the City Charter and the contract for election services with Hays County.

**SECTION 7.** The City Secretary, or designee, is instructed to aide the Hays County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code*; provided that, pursuant to the Election Agreement between Hays County and the City, the Hays County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Hays County Election Officer shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

**SECTION 8.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Hays County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Hays County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Hays County for the election.

**SECTION 9.** Notice of the election shall be given by posting a notice containing a substantial copy of this Ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places, as required by state law, not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**SECTION 10.** The election shall be held and conducted by the Hays County Election Officer in compliance with state law, the City Charter, and the Election Agreement. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

**SECTION 11.** This ordinance is effective immediately upon adoption in accordance with state law and the City Charter.

**SECTION 12.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, and Texas Government Code.*

PASSED AND APPROVED on First Reading the 3rd day of February, 2015.

PASSED AND APPROVED on Second Reading this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF KYLE, TEXAS**

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R. Todd Webster, Mayor

ATTEST:

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Amelia Sanchez, City Secretary

## ORDENANZA

**UNA ORDENANZA DE LA CIUDAD DE KYLE, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL DEL 9 DE MAYO DE 2015 Y ESTABLECIENDO LOS PROCEDIMIENTOS DE LA MISMA; PROVEYENDO NOTIFICACIÓN DE LA ELECCIÓN; PROVEYENDO PARA QUE LA ADMINISTRADORA DE ELECCIONES DEL ESTADO DE HAYS CONDUZCA LA ELECCIÓN; PROVEYENDO UNA ELECCIÓN ADELANTADA; DESIGNANDO LOS SITIOS DE VOTACIÓN; PROVEYENDO PARA UNA ELECCIÓN CONJUNTA; PROVEYENDO PARA EL NOMBRAMIENTO DE JUECES PRESIDENTES DE SALA, JUECES SUPLENTE DE SALA, Y ESCRIBANOS; ENCONTRANDO Y DETERMINANDO QUE LA REUNIÓN EN LA QUE ESTA ORDENANZA SE PASA ESTÁ ABIERTA AL PÚBLICO SEGÚN LOS REQUISITOS DE LA LEY; PROVEYENDO UNA FECHA DE VIGENCIA; Y PROVEYENDO PARA CUALQUIERA SUSTANCIA RELACIONADA.**

**POR CUANTO QUE**, el 9 de mayo de 2015, se elegirá a los siguientes miembros del Concejo de la Ciudad de Kyle, Texas (la “Ciudad”): Miembro del Concejo, Puesto 5, y Miembro del Concejo, Puesto 6;

**POR CUANTO QUE**, el Código de Elecciones de Texas (el “Código”) y los Estatutos de la Ciudad son aplicables a la Elección General (de aquí en adelante colectivamente llamada la “elección”) y esta ordenanza establece procedimientos consistentes con el Código y con los Estatutos de la Ciudad; y,

**POR CUANTO QUE**, la Ciudad piensa contratarse con el Condado de Hays para conducir dicha elección conforme al Capítulo 31, del Código de Elecciones de Texas, y el Capítulo 791, del Código Governamental de Texas (el “Acuerdo de Elecciones” o “contrato”); y que dicho contrato hace provisiones para subdivisiones políticas sujeto al contrato que mantiene elecciones en el mismo día en la totalidad o parte del mismo territorio para llevar a cabo una elección conjunta según autorizado en el capítulo 271 del Código de Elecciones de Texas;

**AHORA ENTONCES SEA DECRETADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE KYLE, TEXAS QUE:**

**SECCIÓN 1.** La Elección General de la Ciudad se celebrará el sábado, 9 de mayo de 2015, para elegir a Miembros del Concejo para los Puestos 5 y 6, para servir un período de tres (3) años cada uno. Los candidatos en la elección de los puestos mencionados anteriormente archivarán sus aplicaciones para llegar a ser candidatos con la Secretaria de la Ciudad, en el Palacio Municipal, Calle West Center #100, Kyle, Texas, entre las 8:00 a.m. el 28 de enero de 2015, y las 5:00 p.m. del 27 de febrero de 2015. Todas las aplicaciones para la candidatura se harán en la forma prescrita por el Código de Elecciones de Texas. El orden en el cual se imprimirán los nombres de



los candidatos para cada puesto en la papeleta será determinado por sorteo conducido por la Secretaria de la Ciudad.

**SECCIÓN 2.** Se dará un anuncio de la elección y la elección se llevará a cabo según las provisiones del Código de Elecciones de Texas y de los Estatutos de la Ciudad en todo respecto. Las papeletas para la elección serán conforme al Código de Elecciones de Texas y serán en la forma provista por la Ciudad a la Administradora de Elecciones del Condado de Hays para ser usados en los dispositivos de votación y papeletas usadas por el Condado de Hays.

**SECCIÓN 3.** La Administradora de Elecciones del Condado de Hays y sus empleados y sus personas designadas para la elección, y sus jueces presidentes de sala, los jueces suplentes de sala, y los escribanos propiamente nombrados para la elección, llevarán a cabo y conducirán la elección en la manera prescrita por el Acuerdo de Elecciones, los Estatutos de la Ciudad, y la ley que gobierna la celebración de elecciones generales; y las papeletas oficiales, juntas con cualquier otro material de elección como se requiere por el Código de Elecciones de Texas, serán preparadas en inglés y en español y tendrán tal provisiones, marcas y lenguaje como requeridos por ley.

**SECCIÓN 4.** La votación adelantada, por aparecer en persona y por correo, será conducida por la Administradora de Elecciones del Condado de Hays, quien queda nombrada y designada como la escribana de la votación adelantada, según el Código de Elecciones de Texas. La votación adelantada en persona será llevada a cabo en lugares y sitios autorizados por ley estatal y nombrados por la Administradora de Elecciones del Condado de Hays. La votación adelantada se llevará a cabo durante el período de votación adelantada según se establece en el Código de Elecciones de Texas; provisto que la Administradora de Elecciones del Condado de Hays ordene que la votación adelantada sea llevada a cabo en puestos y lugares autorizados por ley estatal y designados por la Administradora de Elecciones del Condado de Hays. La elección adelantada comenzará el lunes, 27 de abril de 2015, y continuará hasta el martes, 5 de mayo de 2015, y los puestos de votación se quedarán abiertos las horas especificadas por el Código de Elecciones de Texas.

**SECCIÓN 5.** Los precintos de votación para la elección serán según establecidos por la Administradora de Elecciones del Condado de Hays según provistos por la Ley Estatal y Los Estatutos de la Ciudad. Los Centros de Votación para el día de la elección serán el Palacio Municipal, Calle West Center #100, Kyle Texas, la Escuela Intermedia Wallace, Calle West Center #1500, Kyle, Texas; y la Escuela Intermedia Chapa, Calle Dacy Lane #3311, Kyle, Texas. Los residentes de los precintos electorales votarán en los centros de votación antes mencionados según asignados por la Administradora de Elecciones del Condado de Hays, conforme con la ley aplicable y los Estatutos de la Ciudad. Los centros de votación se quedarán abiertos el día de la elección de las 7:00 a.m. hasta las 7:00 p.m. Los resultados electorales serán provistos por precinto y la Administradora de Elecciones del Condado de Hays tabulará y proveerá los resultados electorales de la elección.

**SECCIÓN 6.** La Ciudad se compromete a realizar una elección conjunta con otras subdivisiones políticas dentro del Condado de Hays, siempre que dicha subdivisión política tenga una elección el 9 de mayo de 2015, de la totalidad o parte del mismo territorio que la ciudad (las

“subdivisiones políticas”). Cualquier elección conjunta se llevará a cabo de conformidad con la ley estatal, esta Ordenanza , los Estatutos de la Ciudad, y el contrato para los servicios electorales con el Condado de Hays.

**SECCIÓN 7.** La Secretaria de la Ciudad, o persona designada, queda ordenada en ayudar a la Administradora de Elecciones del Condado de Hays en la adquisición y en proveer cualquier material que sea necesario para conducir la elección como provisto por el Acuerdo de Elecciones. La Secretaria de la Ciudad queda aun más autorizada en dar o causar en dar anuncios requeridos para la elección, y de tomar cualquiera y aun más acción según sea requerido para conducir una elección según los Estatutos de la Ciudad y del Código de Elecciones de Texas; provisto que, conforme al Acuerdo de Elecciones entre el Condado de Hays y la Ciudad, la Administradora de Elecciones del Condado de Hays tendrá el deber y será responsable de organizar y conducir la elección según los Estatutos de la Ciudad y del Código de Elecciones de Texas; y de proveer todos los servicios especificados de ser provistos en el Acuerdo de Elecciones. La Administradora de Elecciones del Condado de Hays hará los anuncios requeridos por el Código de Elecciones de Texas para ser dados para la elección los cuales no sean dados por la Ciudad bajo el Acuerdo de Elecciones.

**SECCIÓN 8.** Los jueces presidentes de sala, los jueces suplentes de sala y los escribanos para la elección serán nombrados y designados por el Condado de Hays y sus personas designadas según los requisitos de la ley estatal, y tal jueces y escribanos nombrados por el Condado de Hays y sus personas designadas, quedan por este medio nombradas y designadas por el Concejo Municipal de la Ciudad como oficiales de elecciones, jueces y escribanos, respectivamente, para llevar a cabo dicha elección. Los jueces presidentes de sala, los jueces suplentes de sala y escribanos llevarán a cabo las funciones y deberes de sus posiciones respectivas que sean provistas por ley estatal. El Concejo Municipal de la Ciudad confirmará y designará aun más los jueces presidentes de sala y los jueces suplentes de sala que sean nombrados por el Condado de Hays para la elección.

**SECCIÓN 9.** Un anuncio de la elección se dará al anotar un anuncio que contenga la información requerida por el Código de Elecciones de Texas en el tablero usado para anotar anuncios de las reuniones del cuerpo gubernamental en el Palacio Municipal y en los centros de votación el día de la elección antes mencionada no después del veintiún (21) día antes de la elección, y al notar tal anuncio de la elección por lo menos una vez, no antes de treinta (30) días ni después de diez (10) días antes de la elección mencionada, en un periódico de circulación general de la Ciudad. El anuncio que se anote, y el anuncio que se publique en un periódico de circulación general dentro de la Ciudad, será escrito en inglés y en español.

**SECCIÓN 10.** La elección se llevará a cabo y será conducida por la Administradora de Elecciones del Condado de Hays en la manera prescrita por ley estatal, los Estatutos de la Ciudad y el Acuerdo de Elecciones. Y, esta Ordenanza entrará en efecto desde y después de su aprobación en la fecha que se indica a continuación

**SECCIÓN 11.** Esta ordenanza es efectiva inmediatamente después de su aprobación de conformidad con la ley estatal y la Constitución de la Ciudad.

**SECCIÓN 12.** Por la presente se encuentra oficialmente y se determina que esta reunión fue abierta al público, y el aviso público de la hora, lugar y propósito de dicha reunión se le dio, todos como lo exige la Ley de Reuniones Abiertas, Capítulo 551, y el Código de Gobierno de Texas.

PASADO Y APROBADO en primera lectura este día 3 de febrero de 2015.

PASADO Y APROBADO en segunda lectura este día \_\_\_\_\_ de \_\_\_\_\_ de 2015.

**CIUDAD DE KYLE, TEXAS**

\_\_\_\_\_  
R. Todd Webster, Alcalde

DECLARADO:

\_\_\_\_\_  
Amelia Sanchez, Secretaria de la Ciudad



# CITY OF KYLE, TEXAS

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

## Meadows at Kyle Phase 4 - Subdivision Improvements

**Subject/Recommendation:** Approve a resolution accepting Meadows at Kyle Phase 4 Improvements. ~ *Leon Barba, City Engineer*

**Other Information:** A final walk through was completed on November 25, 2014. The punch list items have been completed on the project. The street, drainage and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (The Hanover Insurance Company - Bond No. 1028754) has been provided for a period of two (2) years.

**Legal Notes:**

**Budget Information:** N/A

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

Attachments / click to download

[Resolution and backup material](#)

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Cover Memo

Item # 10

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE MEADOWS AT KYLE PHASE FOUR SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

**WHEREAS**, the subdivision improvements are defined as street, drainage and wastewater improvements installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

**WHEREAS**, the contractor has also provided the City a two (2) year maintenance bond in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS** hereby accepts the public improvements and certifies completion of the improvements for the Meadows at Kyle Phase Four Subdivision. The current maintenance surety is hereby \$346,883.38 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

**SECTION 1.** That the subdivision improvements within the Meadows at Kyle Phase Four Subdivision are hereby accepted for operation and maintenance.

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF KYLE, TEXAS

\_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

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

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**



## CITY OF KYLE

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100 W. Center St.  
Office (512) 262-1010

Kyle, Texas 78640  
Fax (512) 262-3915

### MEMORANDUM

TO: Scott Sellers, City Manager

FROM: Leon Barba, P.E., City Engineer *LB*

DATE: January 27, 2015

SUBJECT: Meadows at Kyle Phase Four  
Street, Drainage, and Wastewater Improvements  
Final Acceptance

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

A final walkthrough was completed on November 25, 2014. The punch list items have been completed on the project. The street, drainage and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (The Hanover Insurance Company – Bond No. 1028754) has been provided for a period of two (2) years.

Please let me know if you need any additional information.

Xc: Harper Wilder, Public Works Dept.  
Perwez Moheet, Finance Dept.  
Debbie Guerra, Planning and Zoning

January 23, 2015

ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

PROJECT: Meadows at Kyle Phase Four  
Water, Wastewater, Street & Drainage Improvements

Owner's Name and Address

Consultant Engineer's Name & Address

Continental Homes of Texas, L.P.

Gray Engineering, Inc.

10700 Pecan Park Blvd., Suite 400

8834 N. Capital of Texas Hwy, Ste. 140

Austin, Texas 78750

Austin, Texas 78759

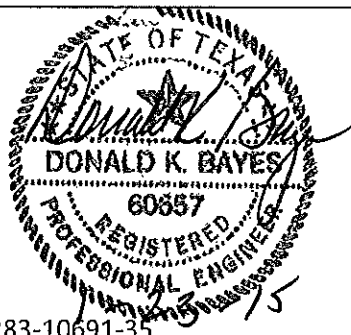
On this day, the undersigned professional engineer, my representative, or I met with representative of the Owner and the Project Contractor and made a visual inspection of the above-referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Kyle, once the following listed items are corrected to the satisfaction of the Engineer.

Achieve revegetation in all disturbed areas.

\_\_\_\_\_

\_\_\_\_\_

(Seal)



Donald K. Bayes  
Donald K. Bayes, P.E.

60657

Texas Registration Number

GEI No. 1283-10691-35



## DNT CONSTRUCTION FINAL COST AND QUANTITIES

CONTRACT: MEADOWS AT KYLE PHASE 4

CONTRACTOR: DNT CONSTRUCTION  
PO BOX 6210  
ROUND ROCK, TX 78683

## ITEMS BONDED

| WASTEWATER IMPROVEMENTS |  |      |      |             |  | CONTRACT     |
|-------------------------|--|------|------|-------------|--|--------------|
| ITEM                    | DESCRIPTION                                    | QTY. | UNIT | UNIT PRICE  |  | AMOUNT       |
| 1                       | 8" PVC SDR-26 (0'-8')                          | 703  | LF   | \$ 22.06    |  | \$15,508.18  |
| 2                       | 8" PVC SDR-26 (8'-10')                         | 396  | LF   | \$ 24.34    |  | \$9,638.64   |
| 3                       | 8" PVC SDR-26 (10'-12')                        | 443  | LF   | \$ 26.40    |  | \$11,695.20  |
| 4                       | 8" PVC SDR-26 (12'-14')                        | 362  | LF   | \$ 28.78    |  | \$10,418.36  |
| 5                       | 8" PVC SDR-26 (14'-16')                        | 160  | LF   | \$ 30.65    |  | \$4,904.00   |
| 6                       | 8" PVC SDR-26 (16'-18')                        | 124  | LF   | \$ 33.10    |  | \$4,104.40   |
| 7                       | 8" PVC SDR-26 (18'-20')                        | 111  | LF   | \$ 35.14    |  | \$3,900.54   |
| 8                       | 8" PVC SDR-26 (20'-22')                        | 202  | LF   | \$ 42.45    |  | \$8,574.90   |
| 9                       | 8" PVC SDR-26 CL160 PRESSURE PIPE (ALL DEPTHS) | 80   | LF   | \$ 28.07    |  | \$2,245.60   |
| 10                      | REMOVE PLUG AND TIE TO EXISTING                | 1    | EA   | \$ 873.38   |  | \$873.38     |
| 11                      | 4'-WASTEWATER MANHOLE (0'-8')                  | 11   | EA   | \$ 3,730.39 |  | \$41,034.29  |
| 12                      | 5'-WASTEWATER MANHOLE (0'-8')                  | 3    | EA   | \$ 6,958.47 |  | \$20,875.41  |
| 13                      | EXTRA DEPTH MANHOLE EXTENSIONS (>8')           | 65   | VF   | \$ 72.77    |  | \$4,730.05   |
| 14                      | 6" DOUBLE WW SERVICE (ALL LENGTHS)             | 26   | EA   | \$ 1,057.33 |  | \$27,490.58  |
| 15                      | 6" SINGLE WW SERVICE (ALL LENGTHS)             | 4    | EA   | \$ 888.20   |  | \$3,552.80   |
| 16                      | 20" STEEL ENCASEMENT PIPE                      | 60   | LF   | \$ 97.15    |  | \$5,829.00   |
| 17                      | TRENCH SAFETY                                  | 3943 | LF   | \$ 1.15     |  | \$4,534.45   |
| 18                      | END LINE CLEANOUT                              | 1    | EA   | \$ 531.44   |  | \$531.44     |
|                         |  |      |      |             |  | \$180,441.22 |

| DRAINAGE IMPROVEMENTS |   |        |      |              |  | CONTRACT     |
|-----------------------|---|--------|------|--------------|--|--------------|
| ITEM                  | DESCRIPTION   | QTY.   | UNIT | UNIT PRICE   |  | AMOUNT       |
| 1                     | 4'x3' RC BOX (ALL DEPTHS)   | 300.00 | LF   | \$ 138.85    |  | \$41,655.00  |
| 2                     | 36" RCP CL III (ALL DEPTHS)   | 31     | LF   | \$ 84.10     |  | \$2,607.10   |
| 3                     | 30" RCP CL III (ALL DEPTHS)   | 665    | LF   | \$ 61.81     |  | \$41,103.65  |
| 4                     | 24" RCP CL III (ALL DEPTHS)   | 516    | LF   | \$ 46.93     |  | \$24,215.88  |
| 5                     | 18" RCP CL III (ALL DEPTHS)   | 359    | LF   | \$ 37.65     |  | \$13,516.35  |
| 6                     | 18" RCP CL IV W/ Gasket At Pond   | 52     | LF   | \$ 46.22     |  | \$2,403.44   |
| 7                     | CONCRETE RETARD ON 18" STORM PIPE   | 4      | EA   | \$ 362.69    |  | \$1,450.76   |
| 8                     | 10' STANDARD STORMWATER INLET   | 12     | EA   | \$ 4,285.74  |  | \$51,428.88  |
| 9                     | STANDARD STORMSEWER MANHOLE   | 1      | EA   | \$ 1,959.69  |  | \$1,959.69   |
| 10                    | 6X6 BOX STORMSEWER MANHOLE  | 1      | EA   | \$ 4,065.49  |  | \$4,065.49   |
| 11                    | 5' DIA STORMSEWER MANHOLE   | 2      | EA   | \$ 2,968.88  |  | \$5,937.76   |
| 12                    | 30" RCP HEADWALL  | 1      | EA   | \$ 4,479.25  |  | \$4,479.25   |
| 13                    | REMOVE EXISTING AREA INLET  | 1      | EA   | \$ 2,652.38  |  | \$2,652.38   |
| 14                    | DETENTION POND  | 1      | LS   | \$ 57,912.94 |  | \$57,912.94  |
| 15                    | TRENCH SAFETY   | 1,571  | LF   | \$ 1.15      |  | \$1,806.65   |
| CO - 3                | Revised Outlet Structure (Includes additional rebar additional prep work) | 1      | LS   | \$ 10,689.50 |  | \$10,689.50  |
|                       |   |        |      |              |  | \$267,884.72 |

| STREET IMPROVEMENTS |   |        |      |             |  | CONTRACT     |
|---------------------|---|--------|------|-------------|--|--------------|
| ITEM                | DESCRIPTION                             | QTY.   | UNIT | UNIT PRICE  |  | AMOUNT       |
| 1                   | STREET EXCAVATION                       | 18,972 | SY   | \$ 4.22     |  | \$80,061.84  |
| 2                   | SUBGRADE PREP                           | 12,628 | SY   | \$ 1.56     |  | \$19,699.68  |
| 3                   | 15" COMPACTED FLEX BASE MATERIAL        | 12,628 | SY   | \$ 10.41    |  | \$131,457.48 |
| 4                   | 2" COMPACTED HMAC PAVEMENT              | 9,598  | SY   | \$ 11.17    |  | \$107,209.66 |
| 5                   | STANDARD CONCRETE CURB AND GUTTER       | 5,215  | LF   | \$ 13.21    |  | \$68,890.15  |
| 6                   | PEDESTRIAN RAMPS                        | 14     | EA   | \$ 1,002.41 |  | \$14,033.74  |
| 7                   | 4' CONCRETE SIDEWALK                    | 418    | LF   | \$ 19.09    |  | \$7,979.62   |
| 8                   | RESTORATION AND REVEGEATION(row & Pond) | 11,764 | SY   | \$ 1.76     |  | \$20,704.64  |
| 9                   | TRAFFIC SIGNAGE AND PAVEMENT MARKINGS   | 1      | LS   | \$ 6,118.00 |  | \$6,118.00   |
| 10                  | STREET END BARRICADES                   | 3      | EA   | \$ 747.50   |  | \$2,242.50   |

|    |                 |   |    |             |              |
|----|-----------------|---|----|-------------|--------------|
| 11 | TYPE I DRIVEWAY | 1 | EA | \$ 1,309.76 | \$1,309.76   |
|    |                 |   |    |             | \$459,707.07 |

| EROSION CONTROL IMPROVEMENTS |                                       |       |      |            | CONTRACT    |
|------------------------------|---------------------------------------|-------|------|------------|-------------|
| ITEM                         | DESCRIPTION                           | QTY.  | UNIT | UNIT PRICE | AMOUNT      |
| 1                            | SILT FENCE                            | 5,293 | LF   | \$ 2.81    | \$14,873.33 |
| 2                            | INLET PROTECTION                      | 13    | EA   | \$ 80.91   | \$1,051.83  |
| 3                            | INTERCEPTOR DIKE                      | 77    | LF   | \$ 5.15    | \$396.55    |
| 4                            | ROCK BERM                             | 50    | LF   | \$ 17.25   | \$862.50    |
| 5                            | STABILIZED CONSTRUCTION ENTRANCE/EXIT | 1     | EA   | \$ 977.50  | \$977.50    |
| 6                            | EROSION FABRIC AT POND                | 1,993 | SY   | \$ 1.27    | \$2,531.11  |
| 7                            | CONCRETE WASHOUT                      | 1     | EA   | \$ 977.50  | \$977.50    |
| 8                            | STORM SED INLET TRAP                  | 12    | EA   | \$ 217.86  | \$2,614.32  |
|                              |                                       |       |      |            | \$24,284.64 |

| LOT PADDING PHASE 4 |                      |       |      |            | CONTRACT    |
|---------------------|----------------------|-------|------|------------|-------------|
| ITEM                | DESCRIPTION          | QTY.  | UNIT | UNIT PRICE | AMOUNT      |
| 1                   | ROCK RETAINING WALLS | 3,644 | SF   | \$ 16.13   | \$58,777.72 |
|                     |                      |       |      |            | \$58,777.72 |

TOTAL ITEMS BONDED \$991,095.37

ITEMS NOT BONDED

| WATER IMPROVEMENTS (BONDED TO GOFORTH) |   |          |      |             | CONTRACT     |
|--|---|----------|------|-------------|--------------|
| ITEM                                   | DESCRIPTION                                   | QTY.     | UNIT | UNIT PRICE  | AMOUNT       |
| 1                                      | 8" WET CONNECTION                             | 2        | EA   | \$ 1,735.43 | \$3,470.86   |
| 2                                      | 8" PVC DR18, C900 CL 150                      | 2640     | LF   | \$ 23.82    | \$62,884.80  |
| 3                                      | 8" GATE VALVE W/ BOX & COVER                  | 10       | EA   | \$ 1,498.11 | \$14,981.10  |
| 4                                      | 5-1/4" FLUSHING VALVE ASSEMBLY (FIRE HYDRANT) | 6        | EA   | \$ 4,221.34 | \$25,328.04  |
| 5                                      | 1-1/2" DOUBLE WATER SERVICE                   | 24       | EA   | \$ 1,360.22 | \$32,645.28  |
| 6                                      | 1" SINGLE WATER SERVICE                       | 6        | EA   | \$ 779.51   | \$4,677.06   |
| 7                                      | 2" IRRIGATION METER SERVICE                   | 3        | EA   | \$ 2,178.47 | \$6,529.41   |
| 8                                      | 2" FLUSH VALVE                                | 2        | EA   | \$ 845.86   | \$1,691.72   |
| 9                                      | TRENCH SAFETY                                 | 2,678.00 | LF   | \$ 0.58     | \$1,553.24   |
|  |   |          |      |             | \$153,761.51 |

| DRAINAGE IMPROVEMENTS |  |      |      |             | CONTRACT   |
|-----------------------|--|------|------|-------------|------------|
| ITEM                  | DESCRIPTION                                    | QTY. | UNIT | UNIT PRICE  | AMOUNT     |
| CO - 3                | Remove 5x3 Box Culvert (Includes Mobilization) | 1    | LS   | \$ 1,887.60 | \$1,887.60 |
|                       |  |      |      |             | \$1,887.60 |

| LOT PADDING PHASE 4 |   |        |      |             | CONTRACT    |
|---------------------|---|--------|------|-------------|-------------|
| ITEM                | DESCRIPTION   | QTY.   | UNIT | UNIT PRICE  | AMOUNT      |
| 1                   | CLEARING  | 10.52  | AC   | \$ 1,067.30 | \$11,228.00 |
| 2                   | EXCAVATION  | 10,589 | CY   | \$ 2.08     | \$22,025.12 |
| 3                   | EMBANKMENT  | 22,985 | CY   | \$ 1.92     | \$44,131.20 |
| 4                   | BORROW FROM 3/5   | 1,861  | CY   | \$ 2.33     | \$4,336.13  |
| 5                   | FINISH GRADE PAD TO THE ELEV ON PLAN-FRONT & BACK YARD LE | 54     | EA   | \$ 201.52   | \$10,882.08 |
| 6                   | SET LOT PINS  | 54     | EA   | \$ 86.25    | \$4,657.50  |
|                     |   |        |      |             | \$97,260.03 |

| ELECTRIC IMPROVEMENTS |                                 |       |      |             | CONTRACT    |
|-----------------------|---------------------------------|-------|------|-------------|-------------|
| ITEM                  | DESCRIPTION                     | QTY.  | UNIT | UNIT PRICE  | AMOUNT      |
| 1                     | Trench Excavation               | 4,155 | LF   | \$ 5.00     | \$20,775.00 |
| 2                     | 3" SCH-40                       | 5,680 | LF   | \$ 3.25     | \$18,460.00 |
| 3                     | 4" Time Warner Cable Crossings  | 1,680 | LF   | \$ 4.25     | \$7,140.00  |
| 4                     | Secondary Above Ground Pedestal | 32    | EA   | \$ 342.25   | \$10,952.00 |
| 5                     | Transformer Pads                | 9     | EA   | \$ 1,550.00 | \$13,950.00 |
| 6                     | Street Lights                   | 10    | EA   | \$ 2,200.00 | \$22,000.00 |
|                       |                                 |       |      |             | \$93,277.00 |

TOTAL ITEMS NOT BONDED \$346,186.14

**EXHIBIT B**

MAINTENANCE BOND

The Hanover Insurance Company

MAINTENANCE BOND

BOND NUMBER 1028754

KNOW ALL MEN BY THESE PRESENTS:

THAT DNT Construction, LLC

as Principal, and The Hanover Insurance Company, as Surety are held and firmly bound unto City of Kyle

in the full and just sum of Three Hundred Forty-six Thousand Eight Hundred Eighty-three And 38/100's Dollars, (\$346,883.38 ) Dollars, for the payment of which are well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by written agreement, dated 4/14/14 entered into a contract with said Obligee for:

Meadows at Kyle Section 4: Streets, Drainage, Water, Wastewater, Erosion Control & Restoration

WHEREAS, the obligee has requested that said work be guaranteed against failure because of defective workmanship or material, performed or furnished by said principal for a period of Two ( 2 ) years from date of acceptance by the City of Kyle

NOW THEREFORE, if the said Principal shall indemnify and save harmless the obligee against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

Signed and sealed this 10th day of December , 2014 .

DNT Construction, LLC

PRINCIPAL

By: 

DEAN TOMME PRESIDENT  
DNT CONSTRUCTION, LLC

The Hanover Insurance Company

SURETY

By: 

John W. Schuler , Attorney-In-Fact



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653  
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843

## Texas Complaint Notice

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

**1-800-608-8141**

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:

440 Lincoln Street  
 Worcester, MA 01615

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us>  
 E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

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

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

**1-800-608-8141**

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street  
 Worcester, MA 01615

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us>  
 E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*POWERS OF ATTORNEY  
CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint  
**John W. Schuler, Steve Dobson and/or Walter E. Benson, Jr.**

of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of May 2014.




**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Robert Thomas*  
Robert Thomas, Vice President

*Joe Brenstrom*  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 6th day of May 2014 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 **BARBARA A. GARLICK**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

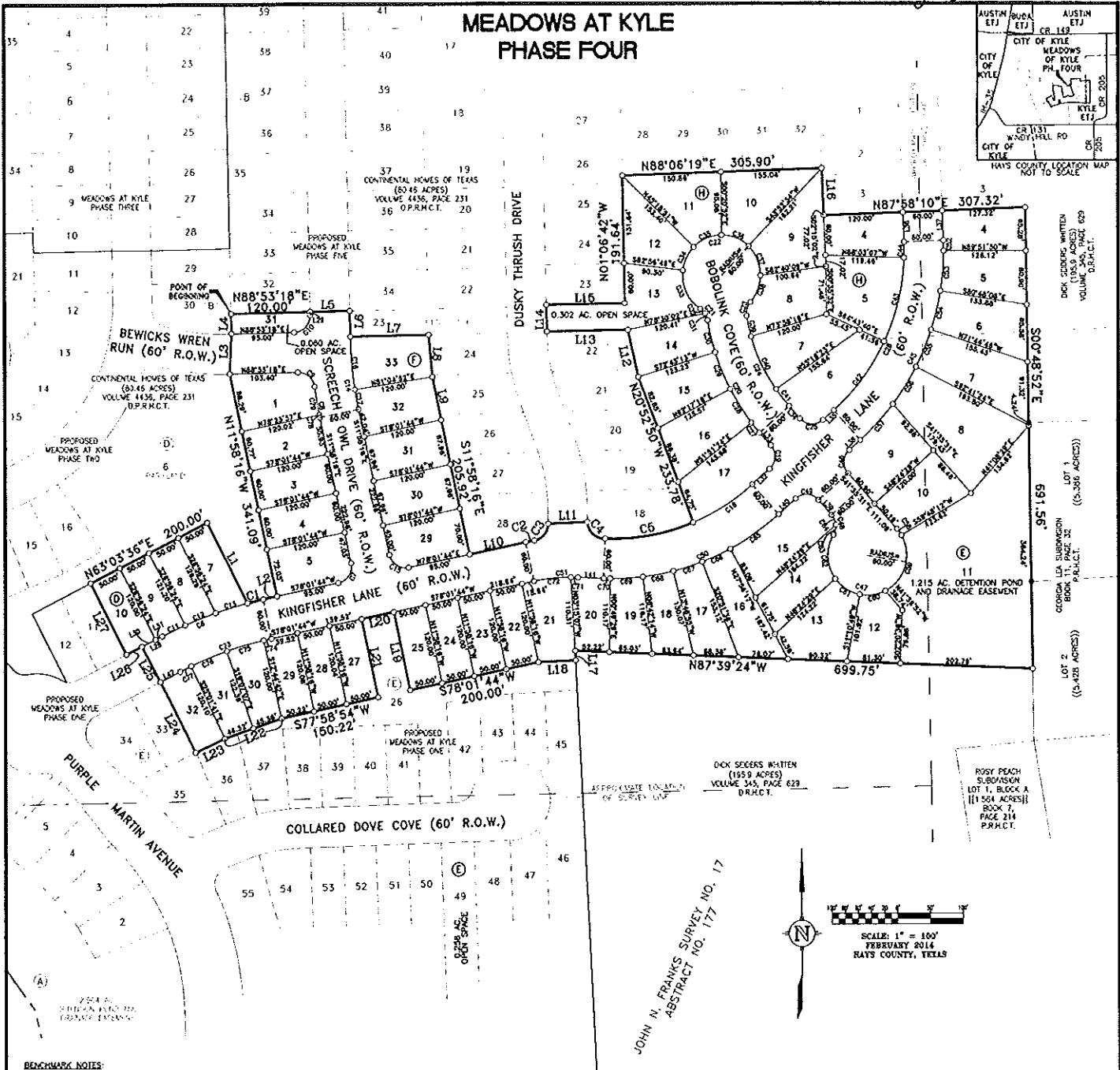
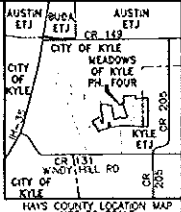
GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of Dec 2014.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

*Glen Margosian*  
Glen Margosian, Vice President

**EXHIBIT C**  
SUBDIVISION MAP

# MEADOWS AT KYLE PHASE FOUR



**BENCHMARK NOTES:**

- BM #22: 1/2" IRON ROD SET WITH CAP (ZMA), APPROXIMATELY 65 FEET NORTH OF THE NORTHWEST CORNER OF LOT 42, BLOCK "C", ELEV. = 701.30'
- BM #21: "X" INSCRIBED AT THE NORTHWEST CORNER OF A CONCRETE DRAINAGE STRUCTURE IN THE SOUTH RIGHT-OF-WAY OF COUNTY RD. 131 (WINDY HILL RD.), APPROXIMATELY 75' SOUTHEAST OF THE THE SOUTHWEST CORNER OF LOT 65, BLOCK "E", ELEV. = 699.03'

**PLAT NOTES:**

- ALL DEVELOPMENT WITHIN THIS SUBDIVISION MUST ADHERE TO THE CITY OF KYLE ZONING/SUBDIVISION ORDINANCE AND THE DEVELOPMENT AGREEMENT APPROVED APRIL 17, 2007, INCLUDING AMENDMENTS.
- BUILDING COVERAGE LIMITATION SHALL BE FORTY PERCENT (40%) AND SHALL BE CUMULATIVE PER PLATTED SUBDIVISION. ONCE A CERTIFICATE OF OCCUPANCY IS ISSUED FOR A LOT, THE LOT SHALL NOT BE PERMITTED TO ADD BUILDING COVERAGE IN EXCESS OF FORTY PERCENT (40%) UNLESS A VARIANCE IS OBTAINED FROM THE CITY'S BOARD OF ADJUSTMENT.
- ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMLAR LINES SHALL BE PLACED UNDERGROUND. SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE, AS AUTHORIZED BY V.T.C.A., LOCAL GOVERNMENT CODE CH. 212, THE CITY COUNCIL MAY WAIVE THIS REQUIREMENT FOR GOOD CAUSE, AND PERMIT SUCH LINES TO BE INSTALLED ABOVE GROUND.

**SUBDIVISION NOTES:**

- THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.
- BEARING BASIS IS BASED ON TEXAS STATE PLANE (TEXAS CENTRAL ZONE 4203), NAD 83. PROJECT REFERENCE CONTROL POINTS WERE ESTABLISHED FROM AND REFERENCED TO AUSTIN 8322 CORS STATION, JOHNSON CITY CORS STATION AND LEDBETTER CORS STATION. COUBNED SCALE FACTOR 1.0002.

**LEGEND:**

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- ⊙ METAL PEG FOUND AS NOTED
- ▲ CALCULATED POINT
- Ⓢ BLOCK NUMBER
- ⊕ BENCHMARK SET
- BUILDING SETBACK LINE
- WASTEWATER EASEMENT
- DRAINAGE EASEMENT
- PUBLIC UTILITY EASEMENT
- WATER LINE EASEMENT
- DEED RECORDS HAYS COUNTY TEXAS
- PLAT RECORDS HAYS COUNTY TEXAS
- OFFICIAL PUBLIC RECORDS HAYS COUNTY TEXAS
- REAL PROPERTY RECORDS HAYS COUNTY TEXAS

**LINEAR FEET OF NEW STREET**

|                     |                  |
|---------------------|------------------|
| KINGFISHER LANE:    | 1503 L.F.        |
| SCREECH OWL DRIVE:  | 432 L.F.         |
| BOBOLINK COVE:      | 512 L.F.         |
| DUSKY THRUSH DRIVE: | 92 L.F.          |
| BEWICKS WREN:       | 152 L.F.         |
| <b>TOTAL:</b>       | <b>2851 L.F.</b> |

**MEADOWS AT KYLE PHASE FOUR**

OWNER: CONTINENTAL HOMES OF TEXAS, L.P.  
10703 PECAN PARK BOULEVARD, SUITE 400  
AUSTIN, TX 78750

ACREAGE: 15,800 ACRES  
SURVEY: JOHN N. FRANKS SURVEY NO. 3 A-178  
COUNTY: HAYS  
NUMBER OF BLOCKS: 4 BLOCKS  
NUMBER OF LOTS: 57 1/2 LOTS (11,99 ACRES) AND RIGHT-OF-WAY (3,810 ACRES)

LINEAR FEET OF NEW STREETS: 2851 L.F.  
DATE: FEBRUARY, 2014  
SURVEYOR: ZAMORA, L.L.C. (ZMA)  
1435 SOUTH LOOP 4  
BUENA VISTA, TEXAS 78010  
ENGINEER: GRAY ENGINEERS, INC.  
8834 N. CAPITAL OF TEXAS HOVAY, SUITE 140  
AUSTIN, TEXAS 78759

**PROJECT:** MEADOWS AT KYLE PHASE FOUR  
**JOB NUMBER:** 13-1008-D2  
**DATE:** FEB 2014  
**SCALE:** 1" = 100'  
**SURVEYOR:** G. RENE ZAMORA  
**TECHNICIAN:** WEGMANN  
**DRAWING:** MK-PM-SH1.cwg  
**FIELD NOTES:**  
**PARTY CHECKS:**  
**FIELD BOOKS:**

**ZWA**  
**Zamora, L.L.C.**  
**Professional Land Surveyors**  
1435 South Loop 4 • Buena, Texas 78010  
Telephone: (512) 295-6201 • Fax (512) 295-6091

**PROJECT NO.:** \*  
**FILE NO.:**  
**DATE:** FEBRUARY 2014  
**SCALE:** 1" = 100'

**DESIGNED BY:**  
**DRAWN BY:**  
**CHECKED BY:** JB  
**REVISED BY:**

**GRAY ENGINEERING**

8834 N. Capital of Texas Hwy.  
Suite 140  
Austin, Texas 78759  
(512) 452-0371  
FAX: (512) 454-9933  
T&E FIRM #2946

**MEADOWS AT KYLE PHASE FOUR**  
15,800 ACRES OF LAND OUT OF THE JOHN N. FRANKS SURVEY NO. 3 A-178, HAYS COUNTY, TEXAS

**SHEET 1 OF 3**  
**Item # 10**  
**ZWA PLAT NO. 13-1008-02**



# MEADOWS AT KYLE PHASE FOUR

**LEGAL DESCRIPTION**

DESCRIPTION OF A 15,800 ACRE TRACT OF LAND SITUATED IN THE JOHN N. FRANKS SURVEY NO. 3, ABSTRACT NO. 178, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 80,486 ACRE TRACT OF LAND CONVEYED TO THE CENTINENTAL HOMES OF TEXAS, BY WARRANTY DEED DATED SEPTEMBER 14, 2012 AND RECORDED IN VOLUME 4436, PAGE 231, CEED RECORDS OF HAYS COUNTY, TEXAS, SAID 15,800 ACRE TRACT AS SHOWN ON THE ACCOMPANYING PLAN, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 6 inch iron fence post found for the northwest corner of said 80.46 acre tract, being also the original 1959 acre tract of land conveyed to Dick Sanders written of record in Volume 629, Page 629, Deed Records of Hays County, Texas, being also the southeast corner of a 60.00 acre tract of land conveyed to Douglas C. Dooy and Donald A. Dooy of record in Volume 334, Page 9 of the Deed Records of Hays County, Texas, being also an original point in the east line of a 60.00 acre tract of land conveyed to Donald A. Dooy of record in Volume 1120, Page 711 of the Official Public Records of Hays County, Texas, and described in Volume 160, Page 93 of the Deed Records of Hays County, Texas, and being the north corner of a 60.00 acre tract of land conveyed to Douglas C. Dooy of record in Volume 160, Page 96 of the Deed Records of Hays County, Texas;

THENCE N 85°53'18" E, with the south line of said 88.44 acre tract, being also the north line of said 80.46 acre tract, and being the north line of proposed Meadows at Kyle Phase Two and Three, at 384.32 feet passing the common corner of said proposed Meadows at Kyle Phase Two and Three, for a total distance of 852.48 feet to a 1/2 inch iron rod with cap set (ZNA);

THENCE N 83°38'51" E, continuing along the common line of said 88.44 acre tract and said 80.46 acre tract, and being the north line of said proposed Meadows at Kyle Phase Three, for a distance of 386.15 feet to a 1/2 inch iron rod found (ZNA), for the northeast corner of said proposed Meadows at Kyle Phase Three;

THENCE S01°06'42" E, departing the south line of said 88.44 acre tract and across said 80.46 acre tract, with the east line of said proposed Meadows at Kyle Phase Three, at 692.46 feet passing the southeast corner of said proposed Meadows at Kyle Phase Three, for a total distance of 789.85 feet to a 1/2 inch iron rod with cap set (ZNA), for the POINT OF BEGINNING;

THENCE continuing over and across said 80.46 acre tract, the following twenty-two (22) courses and distances:

1. N 85°53'18" E, for a distance of 120.00 feet to a 1/2 inch iron rod with cap set (ZNA);
2. N 85°37'12" E, for a distance of 60.00 feet to a 1/2 inch iron rod with cap set (ZNA);
3. S 01°06'42" E, for a distance of 38.47 feet to a 1/2 inch iron rod with cap set (ZNA);
4. N 85°53'18" E, for a distance of 120.00 feet to a 1/2 inch iron rod with cap set (ZNA);
5. S 04°53'36" E, for a distance of 63.24 feet to a 1/2 inch iron rod with cap set (ZNA);
6. S 11°25'01" E, for a distance of 66.00 feet to a 1/2 inch iron rod with cap set (ZNA);
7. S 11°58'16" E, for a distance of 205.92 feet to a 1/2 inch iron rod with cap set (ZNA);
8. N 78°01'44" E, for a distance of 87.58 feet to a 1/2 inch iron rod with cap set (ZNA) at the beginning of a curve to the right;

9. 13.69 feet along the arc of said curve to the right, having a radius of 330.00 feet, a delta angle of 02°22'35", and a chord bearing and distance of N 79°13'02" E, 13.69 feet to a 1/2 inch iron rod with cap set (ZNA) at the beginning of a reverse curve to the left;

10. 35.38 feet along the arc of said curve to the left, having a radius of 25.00 feet, a delta angle of 81°05'14", and a chord bearing and distance of N 39°51'42" E, for a distance of 32.50 feet to a 1/2 inch iron rod with cap set (ZNA);

11. N 87°31'41" E, for a distance of 60.03 feet to a 1/2 inch iron rod with cap set (ZNA) at the beginning of a curve to the left;

12. 40.93 feet along the arc of said curve to the left, having a radius of 25.32 feet, a delta angle of 92°44'25", and a chord bearing and distance of S 47°24'19" E, 36.65 feet to a 1/2 inch iron rod with cap set (ZNA) at the beginning of a compound curve to the left;

13. 137.67 feet along the arc of said curve to the left, having a radius of 320 feet, a delta angle of 24°38'56", and a chord bearing and distance of N 87°01'08" E, 136.61 feet to a 1/2 inch iron rod with cap set (ZNA);

14. N 2°52'50" W, for a distance of 233.78 feet to a 1/2 inch iron rod with cap set (ZNA);

15. N 12°14'50" W, for a distance of 72.34 feet to a 1/2 inch iron rod with cap set (ZNA);

16. S 85°53'18" W, for a distance of 123.83 feet to a 1/2 inch iron rod with cap set (ZNA);

17. N 01°05'42" W, for a distance of 40.00 feet to a 1/2 inch iron rod with cap set (ZNA);

18. N 85°53'18" E, for a distance of 120.00 feet to a 1/2 inch iron rod with cap set (ZNA);

19. N 01°05'42" W, for a distance of 191.64 feet to a 1/2 inch iron rod with cap set (ZNA);

20. N 89°05'19" E, for a distance of 305.90 feet to a 1/2 inch iron rod with cap set (ZNA);

21. S 02°15'02" E, for a distance of 70.74 feet to a 1/2 inch iron rod with cap set (ZNA), and

22. N 87°58'10" E, for a distance of 307.32 feet to a 1/2 inch iron rod with cap set (ZNA), in the east line of said 80.46 acre tract and being the west line of said 195.9 acre remaining tract;

THENCE S 07°48'52" E, continuing along the west line of said 195.9 acre remaining tract, at 323.08 feet passing the northwest corner of Lot 1, Georgia Lea Subdivision, a subdivision of record in Book 11, Page 32, Plat Records of Hays County, Texas, at 561.22 feet passing the common corner of said Lot 1 and Lot 2 of said Georgia Lea Subdivision, for a total distance of 691.56 feet to a 1/2 inch iron rod with cap set (ZNA), in the west line of said Lot 2 of said Georgia Lea Subdivision, and being the southeast corner of the herein described tract;

THENCE N 87°39'24" W, departing the west line of said Lot 2, being also the north line of said 195.9 acre remaining tract and being the south line of said 80.46 acre tract, for a distance of 699.75 feet to a 1/2 inch iron rod with cap set (ZNA), for an corner of the herein described tract, and being a corner of said 195.9 acre remaining tract;

THENCE S 02°47'07" E, with the east line of said 80.46 acre tract and being the west line of said 195.9 acre remaining tract, for a distance of 14.30 feet to a 1/2 inch iron rod with cap set (ZNA);

THENCE continuing over and across said 80.46 acre tract, the following nineteen (19) courses and distances:

1. S 87°12'53" W, for a distance of 57.03 feet to a 1/2 inch iron rod with cap set (ZNA);
2. S 78°01'44" W, for a distance of 200.00 feet to a 1/2 inch iron rod with cap set (ZNA);
3. N 11°58'16" W, for a distance of 120.00 feet to a 1/2 inch iron rod with cap set (ZNA);
4. S 78°01'44" W, for a distance of 50.00 feet to a 1/2 inch iron rod with cap set (ZNA);
5. S 11°58'16" E, for a distance of 120.00 feet to a 1/2 inch iron rod with cap set (ZNA);
6. S 77°58'54" W, for a distance of 150.22 feet to a 1/2 inch iron rod with cap set (ZNA);
7. S 70°45'15" W, for a distance of 91.68 feet to a 1/2 inch iron rod with cap set (ZNA);
8. S 64°56'12" W, for a distance of 48.85 feet to a 1/2 inch iron rod with cap set (ZNA);
9. N 26°56'24" W, for a distance of 118.75 feet, to a 1/2 inch iron rod with cap set (ZNA);
10. N 27°35'37" W, for a distance of 60.00 feet, to a 1/2 inch iron rod with cap set (ZNA);
11. S 63°03'36" W, for a distance of 26.71 feet, to a 1/2 inch iron rod with cap set (ZNA);
12. N 26°56'24" W, for a distance of 120.00 feet, to a 1/2 inch iron rod with cap set (ZNA);
13. N 63°03'36" E, for a distance of 200.00 feet to a 1/2 inch iron rod with cap set (ZNA);
14. S 26°56'24" E, for a distance of 155.48 feet to a 1/2 inch iron rod with cap set (ZNA) at the beginning of a curve to the right;

15. 24.65 feet along the arc of said curve to the right, having a radius of 630 feet, a delta angle of 02°14'32", and a chord bearing and distance of N 78°54'26" E, 24.65 feet to a 1/2 inch iron rod set (ZNA);

16. N 78°01'44" E, for a distance of 21.07 feet to a 1/2 inch iron rod with cap set (ZNA);

17. N 11°58'16" W, for a distance of 361.09 feet to a 1/2 inch iron rod with cap set (ZNA);

18. N 02°48'47" E, for a distance of 60.14 feet to a 1/2 inch iron rod with cap set (ZNA), and

19. N 01°06'42" W, for a distance of 30.00 feet to the Point of Beginning and containing 15,800 acres of land.

| CURVE TABLE |        |        |           |               |        | LINE TABLE   |             |        |
|-------------|--------|--------|-----------|---------------|--------|--------------|-------------|--------|
| CURVE       | LENGTH | RADIUS | DELTA     | CHORD BEARING | CHORD  | LINE BEARING | DISTANCE    |        |
| C1          | 24.65  | 630.00 | 02°14'32" | N78°54'26"E   | 24.65  | L1           | S28°56'24"W | 135.48 |
| C2          | 13.69  | 330.00 | 02°22'35" | N79°13'02"E   | 13.69  | L2           | N78°01'44"E | 21.07  |
| C3          | 35.38  | 25.00  | 81°05'14" | N39°51'42"E   | 32.50  | L3           | N02°48'47"E | 60.14  |
| C4          | 40.98  | 25.32  | 92°44'25" | S47°24'19"E   | 36.65  | L4           | N01°06'42"W | 30.00  |
| C5          | 137.67 | 320.00 | 24°38'56" | N87°01'08"E   | 136.61 | L5           | N88°37'12"E | 60.00  |
| C6          | 139.84 | 630.00 | 12°43'07" | N89°24'24"E   | 139.65 | L6           | S01°06'42"E | 38.47  |
| C7          | 39.27  | 25.00  | 90°00'00" | N85°53'18"E   | 35.35  | L7           | S04°53'36"E | 63.24  |
| C8          | 47.27  | 630.00 | 90°00'00" | N83°38'51"E   | 47.28  | L8           | N01°06'42"E | 30.00  |
| C9          | 38.41  | 25.00  | 83°26'24" | N49°23'50"E   | 33.38  | L9           | S11°25'01"E | 66.00  |
| C10         | 39.27  | 25.00  | 90°00'00" | N85°53'18"E   | 35.35  | L10          | N11°58'16"E | 87.58  |
| C11         | 38.82  | 630.00 | 03°31'48" | N84°49'30"E   | 38.81  | L11          | N87°01'44"E | 60.03  |
| C12         | 50.27  | 630.00 | 04°34'19" | N88°24'34"E   | 50.26  | L12          | N12°14'50"W | 72.34  |
| C13         | 50.85  | 630.00 | 04°37'29" | N83°01'41"E   | 50.84  | L13          | S04°53'36"E | 123.83 |
| C14         | 118.01 | 370.00 | 11°03'29" | S09°58'32"E   | 109.84 | L14          | N01°06'42"E | 40.00  |
| C15         | 39.27  | 25.00  | 90°00'00" | S85°53'18"E   | 35.36  | L15          | N88°37'12"E | 120.00 |
| C16         | 79.55  | 570.00 | 08°00'21" | S04°54'58"E   | 79.58  | L16          | S02°15'02"E | 70.74  |
| C17         | 30.36  | 370.00 | 03°03'08" | S10°24'50"E   | 30.36  | L17          | S02°47'07"E | 14.30  |
| C18         | 107.72 | 320.00 | 19°17'11" | N58°03'05"E   | 107.21 | L18          | S48°12'53"W | 57.03  |
| C19         | 39.27  | 25.00  | 90°00'00" | N03°24'29"E   | 35.36  | L19          | N11°58'16"W | 120.00 |
| C20         | 189.29 | 330.00 | 32°51'77" | N15°09'32"W   | 188.71 | L20          | S18°01'44"W | 50.00  |
| C21         | 211.11 | 25.00  | 46°32'39" | N28°54'54"W   | 204.48 | L21          | S11°58'16"E | 120.00 |
| C22         | 292.91 | 60.00  | 27°19'27" | S62°33'50"W   | 277.85 | L22          | S70°45'15"W | 91.68  |
| C23         | 22.48  | 25.00  | 81°31'26" | S18°27'31"W   | 21.73  | L23          | S84°56'12"W | 48.85  |
| C24         | 152.18 | 270.00 | 32°17'20" | S28°26'51"E   | 150.15 | L24          | N88°58'24"W | 118.75 |
| C25         | 39.27  | 25.00  | 90°00'00" | S85°53'31"E   | 35.35  | L25          | N27°35'37"W | 60.00  |
| C26         | 282.93 | 320.00 | 59°39'31" | N33°04'44"E   | 273.89 | L26          | S87°03'36"W | 26.71  |
| C27         | 38.82  | 630.00 | 03°31'48" | N85°24'54"E   | 38.81  | L27          | N26°56'24"W | 120.00 |
| C28         | 60.06  | 330.00 | 10°45'54" | N32°56'32"W   | 60.00  | L28          | N85°03'36"E | 44.50  |
| C29         | 60.06  | 330.00 | 10°45'54" | N22°29'45"E   | 60.00  | L29          | N01°06'42"E | 5.00   |
| C30         | 49.27  | 330.00 | 08°33'13" | N13°00'11"W   | 49.22  | L30          | N83°03'36"E | 23.29  |
| C31         | 10.98  | 25.00  | 29°07'13" | N21°17'10"W   | 10.87  | L31          | N57°03'36"E | 11.21  |
| C32         | 10.15  | 25.00  | 22°15'27" | N45°28'30"W   | 10.06  | L32          | N48°24'29"E | 35.03  |
| C33         | 87.18  | 60.00  | 84°09'24" | N30°04'41"E   | 87.33  | L33          | N41°35'31"E | 25.03  |
| C34         | 38.41  | 60.00  | 07°37'58" | S28°21'02"W   | 38.70  | L34          | S41°35'31"E | 25.03  |
| C35         | 47.09  | 60.00  | 44°57'59" | N67°10'09"E   | 45.89  | L35          | N48°24'29"E | 21.99  |
| C36         | 48.31  | 60.00  | 44°13'28" | S68°14'09"E   | 45.17  | L36          | N02°15'02"E | 44.88  |
| C37         | 48.62  | 60.00  | 46°25'34" | S22°54'39"E   | 47.30  | L37          | S22°15'02"E | 44.63  |
| C38         | 43.89  | 60.00  | 41°55'05" | S21°15'41"E   | 42.92  | L38          | S48°24'29"W | 21.99  |
| C39         | 31.69  | 270.00 | 06°43'33" | S12°39'57"E   | 31.69  | L39          | S41°35'31"E | 29.65  |
| C40         | 87.18  | 270.00 | 07°37'58" | S28°21'02"W   | 87.33  | L40          | S48°24'29"W | 35.03  |
| C41         | 32.51  | 270.00 | 08°53'54" | S38°08'34"E   | 32.49  | L41          | N87°39'24"W | 39.32  |
| C42         | 129.21 | 320.00 | 23°08'09" | N56°50'23"E   | 128.34 | L42          | S67°03'36"W | 33.82  |
| C43         | 130.27 | 320.00 | 23°19'27" | N13°36'57"E   | 129.37 |              |             |        |
| C44         | 23.45  | 320.00 | 04°11'56" | N09°09'04"W   | 23.44  |              |             |        |
| C45         | 335.98 | 380.00 | 50°49'41" | S22°04'44"W   | 325.14 |              |             |        |
| C46         | 39.27  | 25.00  | 90°00'00" | S03°24'29"E   | 35.36  |              |             |        |
| C47         | 264.83 | 60.00  | 23°53'43" | S84°51'17"E   | 264.53 |              |             |        |
| C48         | 31.81  | 25.00  | 72°33'43" | N09°08'39"W   | 29.70  |              |             |        |
| C49         | 39.27  | 25.00  | 90°00'00" | N85°53'31"E   | 35.36  |              |             |        |
| C50         | 281.39 | 380.00 | 43°58'06" | S70°22'32"E   | 284.30 |              |             |        |
| C51         | 67.45  | 270.00 | 14°18'52" | S85°11'10"W   | 67.28  |              |             |        |
| C52         | 19.87  | 380.00 | 02°23'32" | S04°01'16"E   | 19.88  |              |             |        |
| C53         | 60.06  | 380.00 | 09°03'22" | S04°40'17"W   | 60.00  |              |             |        |
| C54         | 60.06  | 380.00 | 09°03'22" | S17°13'17"W   | 60.00  |              |             |        |
| C55         | 60.06  | 380.00 | 09°03'22" | S22°46'55"W   | 60.00  |              |             |        |
| C56         | 66.48  | 380.00 | 10°01'14" | S32°19'14"W   | 66.37  |              |             |        |
| C57         | 73.47  | 380.00 | 11°04'39" | S42°52'10"W   | 73.35  |              |             |        |
| C58         | 11.93  | 60.00  | 11°23'43" | S35°53'39"E   | 11.91  |              |             |        |
| C59         | 97.45  | 60.00  | 9°03'55"  | S16°20'00"W   | 87.09  |              |             |        |
| C60         | 39.13  | 60.00  | 08°19'04" | S84°21'18"W   | 39.38  |              |             |        |
| C61         | 40.08  | 60.00  | 43°03'03" | N57°17'38"W   | 44.03  |              |             |        |
| C62         | 70.24  | 60.00  | 87°04'20" | N02°13'58"W   | 56.30  |              |             |        |
| C63         | 15.53  | 25.00  | 35°30'09" | N13°30'38"E   | 15.28  |              |             |        |
| C64         | 18.28  | 25.00  | 37°18'34" | N22°56'14"W   | 15.99  |              |             |        |
| C65         | 90.58  | 380.00 | 13°39'14" | S55°14'09"W   | 90.34  |              |             |        |
| C66         | 48.94  | 380.00 | 07°04'41" | S85°36'04"W   | 48.91  |              |             |        |
| C67         | 48.94  | 380.00 | 07°04'41" | S72°42'45"W   | 48.91  |              |             |        |
| C68         | 48.94  | 380.00 | 07°04'41" | S79°45'26"W   | 48.91  |              |             |        |
| C69         | 49.93  | 380.00 | 07°31'43" | S87°03'38"W   | 49.89  |              |             |        |
| C70         | 10.07  | 380.00 | 01°31'06" | N88°24'58"W   | 10.07  |              |             |        |
| C71         | 10.83  | 270.00 | 02°15'21" | N84°17'03"W   | 10.63  |              |             |        |
| C72         | 56.83  | 270.00 | 12°03'31" | S84°03'29"W   | 56.72  |              |             |        |
| C73         | 148.92 | 630.00 | 04°58'08" | S70°24'40"W   | 148.49 |              |             |        |
| C74         | 12.32  | 570.00 | 08°11'47" | S72°24'35"W   | 12.32  |              |             |        |
| C75         | 58.79  | 570.00 | 05°54'34" | S73°50'10"W   | 58.76  |              |             |        |
| C76         | 58.79  | 570.00 | 05°54'34" | S67°53'38"W   | 58.76  |              |             |        |
| C77         | 19.02  | 570.00 | 01°44'43" | S64°00'57"W   | 19.02  |              |             |        |
| C78         | 4.07   | 630.00 | 02°22'13" | S11°47'10"E   | 4.07   |              |             |        |
| C79         | 43.20  | 630.00 | 03°56'45" | S09°58'11"E   | 43.20  |              |             |        |

| BLOCK | LOT | FRONT SETBACK | FRONT SETBACK |
|-------|-----|---------------|---------------|
|       |     | 25 FT         | 30 FT         |
| D     | 1   | X             |               |
| D     | 2   | X             |               |
| D     | 3   | X             | X             |
| D     | 4   | X             | X             |
| D     | 5   | X             |               |
| D     | 6   | X             |               |
| D     | 7   | X             |               |

# MEADOWS AT KYLE PHASE FOUR

THE STATE OF TEXAS §  
THE COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT CONTINENTAL HOMES OF TEXAS, L.P., ACTING HEREIN BY AND THROUGH RICHARD MAIER, VICE-PRESIDENT, OWNER OF 15.800 ACRES OF LAND OUT OF THE JOHN N. FRANKS SURVEY NO. 3, ABSTRACT NO. 178 SITUATED IN HAYS COUNTY TEXAS, BEING A PORTION OF TRACT CERTAIN 80.48 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN VOLUME 4458, PAGE 231, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID 15.800 ACRES OF LAND TO BE KNOWN AS:

MEADOWS AT KYLE, PHASE FOUR

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS 9<sup>th</sup> DAY OF April, 2014, A.D.

CONTINENTAL HOMES OF TEXAS, L.P.  
10700 PECAN PARK BOULEVARD, SUITE 400  
AUSTIN, TEXAS 78750

*Richard Maier*  
RICHARD MAIER, VICE-PRESIDENT

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD MAIER, VICE-PRESIDENT OF CONTINENTAL HOMES OF TEXAS, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 9<sup>th</sup> DAY OF April, 2014, A.D.

*Sylvia Ann Cazares*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Sylvia Ann Cazares MY COMMISSION EXPIRES ON May 9, 2016

THE STATE OF TEXAS §  
THE COUNTY OF HAYS §

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF KYLE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE AS AMENDED AND HEREBY RECOMMEND APPROVAL.

*Leo Bala* 4/15/14  
CITY ENGINEER DATE

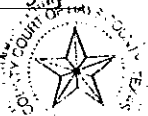
THE STATE OF TEXAS §  
THE COUNTY OF HAYS §

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17 DAY

OF July 2014 A.D., AT 3:30 O'CLOCK P. M., AND DULY RECORDED ON THE 17 DAY OF July 2014 A.D., AT 3:30 O'CLOCK P. M.,

IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK 17, PAGES 389-391.

*Liz A Gonzalez* by *[Signature]*  
LIZ GONZALEZ, COUNTY CLERK  
HAYS COUNTY, TEXAS Deputy



THIS PLAT, MEADOWS AT KYLE PHASE TWO, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS 8<sup>th</sup> DAY OF April, 2014, A.D.

ATTEST:

BY:  
*[Signature]*  
SHARNE HENGE  
PLANNING AND ZONING COMMISSION CHAIR, CITY OF KYLE, TEXAS

**GENERAL NOTES:**

1. THE PROVISIONS OF THE CITY OF KYLE UNIFIED DEVELOPMENT CODE AND THE PROVISIONS OF THE APPROVED DEVELOPER AGREEMENT SHALL GOVERN THIS PROJECT.
2. THE FULLY DEVELOPED CONCENTRATED STORM RUNOFF FOR 100 YEAR STORM SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS AND RIGHTS-OF-WAY.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
4. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
5. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL STREET RIGHTS-OF-WAY. A 6' PUE IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES OF ALL SINGLE FAMILY LOTS.
6. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS.
7. RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE FAMILY DWELLING PER LOT.
8. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF KYLE.
9. ALL STREETS, DRAINAGE, SIDEWALKS, SKEWON CONTROLS AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF KYLE STANDARDS.
10. OPERATION AND MAINTENANCE OF THE DETENTION POND FACILITIES SERVING ALL SINGLE FAMILY LOTS WILL BE OWNED AND OPERATED BY THE HOMEOWNERS ASSOCIATION.
11. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS. FENCES ARE ALLOWED ALONG LOT LINES ONLY, PROVIDED THEY DO NOT OBSTRUCT PUE FOR SURFACE USE DRAINAGE EASEMENTS.
12. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, AS FOLLOWS: LOCAL STREETS, 4' BOTH SIDES, COLLECTOR STREETS, 6' BOTH SIDES.
13. WATER SERVICE WILL BE PROVIDED BY GOFORTH WATER SUPPLY CORPORATION.
14. WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF KYLE.
15. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
16. THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS DISCOVERED WITHIN THIS SITE.
17. PUBLIC UTILITY EASEMENTS TO BE USED FOR UTILITY SERVICE PROVIDED TO LOTS WITHIN THIS SUBDIVISION ONLY; NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT.
18. SIDEWALKS SHALL BE INSTALLED ON THE STREET SIDE(S) OF ALL LOTS, WHERE LOT IS NOT RESIDENTIAL OR COMMERCIAL USE, THE SIDEWALK SHALL BE INSTALLED WITH SUBDIVISION CONSTRUCTION. PEDESTRIAN RAMPS SHALL BE INSTALLED WITH STREET CONSTRUCTION.
19. LOTS 31, BLOCK B AND LOT 13, BLOCK B ARE DESIGNATED AS OPEN SPACE AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
20. LOT 11, BLOCK B IS DESIGNATED AS DETENTION POND AND DRAINAGE EASEMENT AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
21. ALL RESIDENTIAL LOTS SHALL HAVE A 5 FOOT SIDE BUILDING SETBACK AND 10 FOOT REAR SETBACK. THERE SHALL ALSO BE A SIDE SETBACK OF 10 FEET FOR SIDE YARDS ADJACENT TO A PUBLIC STREET. FRONT SETBACKS SHALL BE A MINIMUM OF 25 FEET AND ALTERNATE AS DESCRIBED IN THE TABLE ON SHEET 2.

THE STATE OF TEXAS §  
THE COUNTY OF HAYS §

I, G. RENE ZAMORA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ABILITY, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*G. Rene Zamora*  
G. RENE ZAMORA, P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6582  
STATE OF TEXAS  
ZAMORA, L.L.C. (EWA)  
1435 SOUTH LOOP 4  
BUDA, TEXAS 78610  
PHONE: (512) 295-6201, FAX: (512) 295-6091



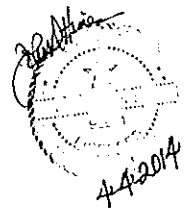
THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

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

WITNESS MY HAND THIS 4<sup>th</sup> DAY OF APRIL, 2014 A.D.

GRAY ENGINEERING, INC.  
6834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140  
AUSTIN TEXAS 78759  
PHONE: (512) 452-0371 FAX: (512) 454-9933  
TBE FIRM # 6246

*John C. Hines*  
JOHN C. HINES  
REGISTERED PROFESSIONAL ENGINEER NO. 66691



|                                     |
|-------------------------------------|
| PROJECT: MEADOWS AT KYLE PHASE FOUR |
| JOB NUMBER: 13-1008-02              |
| DATE: FEB 2014                      |
| SCALE: 1" = 100'                    |
| SURVEYOR: G. RENE ZAMORA            |
| TECHNICIAN: WEGVAHN                 |
| DRAWING: WK-P4-S11.cdw              |
| FIELD NOTES:                        |
| PARTY CHECK:                        |
| FIELD BOOKS:                        |

**ZWA**

**Zamora, L.L.C.**  
Professional Land Surveyors  
1435 South Loop 4 • Buda, Texas 78610  
Telephone: (512) 295-6201 • Fax: (512) 295-6091

|                     |   |
|---------------------|---|
| PROJECT NO. *       | DESIGNED BY:  |
| FILE NO.:           | DRAWN BY:   |
| DATE: FEBRUARY 2014 | CHECKED BY: JB  |
| SCALE: 1" = 100'    | REVISED BY:   |
|                     | 8834 H. Capital of Texas Hwy.<br>Suite 140<br>Austin, Texas 78759<br>(512) 452-0371<br>FAX: (512) 454-9933<br>TBE FIRM # 2946 |

MEADOWS AT KYLE  
PHASE FOUR  
15.800 ACRES OF LAND OUT OF  
THE JOHN N. FRANKS SURVEY  
NO. 3 ABST. NO. 178  
HAYS COUNTY, TEXAS

|               |
|---------------|
| SHEET         |
| 3             |
| OF            |
| 3             |
| Item # 10 No. |
| 13-1008-02    |



# CITY OF KYLE, TEXAS

## Kyle 47 Phase 1 Subdivision Improvements

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Approve a resolution accepting Kyle 47 Phase 1 Improvements ~ *Leon Barba, City Engineer*

**Other Information:** A final walk through was completed on January 27, 2015. The punch list items have been completed on the project. The street, drainage, water and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (International Fidelity Insurance Company - Bond No. HSIFSU0669680) has been provided for a period of two (2) years.

**Legal Notes:**

**Budget Information:** N/A

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

Attachments / click to download

 [Resolution and backup material](#)

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Cover Memo

Item # 11

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE KYLE 47 SUBDIVISION PHASE 1 IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

**WHEREAS**, the subdivision improvements are defined as street, drainage, water and wastewater improvements installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

**WHEREAS**, the contractor has also provided the City a two (2) year maintenance bond in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS** hereby accepts the public improvements and certifies completion of the improvements for the Meadows at Kyle Phase Four Subdivision. The current maintenance surety is hereby \$589,165.57 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

**SECTION 1.** That the subdivision improvements within the Kyle 47 Subdivision Phase 1 are hereby accepted for operation and maintenance.

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF KYLE, TEXAS

\_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

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

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**




## CITY OF KYLE

100 W. Center St.  
Office (512) 262-1010

Kyle, Texas 78640  
Fax (512) 262-3915

### MEMORANDUM

TO: Scott Sellers, City Manager

FROM: Leon Barba, P.E., City Engineer 

DATE: February 4, 2015

SUBJECT: Kyle 47 Subdivision Phase 1  
Street, Drainage, Water and Wastewater Improvements  
Final Acceptance

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

A final walkthrough was completed on January 27, 2015. The punch list items have been completed on the project. The street, drainage water and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (International Fidelity Insurance Company – Bond No. HSIFSU0669680) has been provided for a period of two (2) years.

Please let me know if you need any additional information.

Xc: Harper Wilder, Public Works Dept.  
Pervez Moheet, Finance Dept.  
Debbie Guerra, Planning and Zoning



**Carlson, Brigance & Doering, Inc.**  
Civil Engineering ❖ Surveying

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: KYLE 47, SECTION ONE

SCOPE OF WORK: W \_\_\_\_\_ WW \_\_\_\_\_ S/D \_\_\_\_\_ ALL X

Owner's Name and Address:

Consultant Engineer's Name and Address:

KB HOME LONE STAR, INC.

Carlson, Brigance & Doering, Inc.

c/o Mr. John Zinsmeyer

5501 West William Cannon

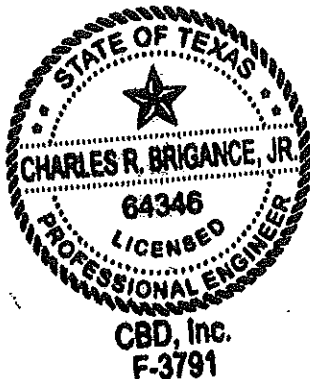
10800 Pecan Park Blvd, #200

Austin, Texas 78749

Austin, Texas 78750

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-City construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Kyle, upon satisfactory correction of the following items:

REVEGETATION



Charles R. Brigance, Jr., P.E.

Charles R. Brigance, Jr., P.E.

1/30/15

Date

64346

Texas Registration Number

Item # 11

JKB CONSTRUCTION COMPANY LLC  
KYLE 47 SECTION ONE FINAL COSTS AND QUANTITIES

| DESCRIPTION OF WORK                       | QUANTITY | UNIT OF MEASURE | PRICE    | SCHEDULED  |
|---|----------|-----------------|----------|------------|
| <b>ROCK &amp; PAVE</b>                    |          |                 |          |            |
| 12" FLEX BASE                             | 2,596    | SY              | 11.11    | 28,829.26  |
| 10" FLEX BASE                             | 11,099   | SY              | 11.11    | 123,257.31 |
| 2" HMAC TY-D                              | 2,428    | SY              | 12.22    | 29,672.72  |
| 1.5" HMAC TY-D                            | 10,079   | SY              | 9.31     | 93,787.75  |
| <b>Subtotal</b>                           |          |                 |          | 275,547.04 |
| <b>SEWER SYSTEM</b>                       |          |                 |          |            |
| 8" SDR-26 @ 0-8                           | 1,823    | LF              | 31.80    | 57,971.40  |
| 8" SDR-26 @ 8-10                          | 1,300    | LF              | 36.05    | 46,865.00  |
| 8" SDR-26 @ 10-12                         | 220      | LF              | 40.90    | 8,998.00   |
| 8" SDR-26 @ 12-14                         | 205      | LF              | 49.30    | 10,106.50  |
| 8" SDR-26 @ 14-16                         | 771      | LF              | 68.65    | 52,929.15  |
| 8" SDR-26 @ 16-18                         | 287      | LF              | 101.80   | 29,216.60  |
| 8" SDR-26 @ 18-20                         | 57       | LF              | 139.70   | 7,962.90   |
| 4' DIA MANHOLE                            | 9        | EA              | 3,930.00 | 35,370.00  |
| 4' DIA MANHOLE WITH BOLTED RING AND COVER | 7        | EA              | 4,020.00 | 28,140.00  |
| 4' DIA DROP MANHOLE                       | 2        | EA              | 4,415.00 | 8,830.00   |
| 4' DIA MANHOLE EVF                        | 45       | VF              | 375.00   | 16,875.00  |
| 8" END OF LINE CLEAN OUT                  | 1        | EA              | 1,125.00 | 1,125.00   |
| DOUBLE SERVICE                            | 33       | EA              | 1,800.00 | 59,400.00  |
| SINGLE SERVICE                            | 9        | EA              | 1,300.00 | 11,700.00  |
| <b>Subtotal</b>                           |          |                 |          | 375,489.55 |
| <b>STORM DRAINAGE SYSTEM</b>              |          |                 |          |            |
| 48" RCP @ 6-8                             | 75       | LF              | 137.65   | 10,323.75  |
| 48" RCP @ 8-10                            | 410      | LF              | 151.40   | 62,074.00  |
| 42" RCP @ 6-8                             | 271      | LF              | 113.75   | 30,826.25  |
| 36" RCP @ 0-6                             | 445      | LF              | 85.35    | 37,980.75  |
| 30" RCP @ 0-6                             | 885      | LF              | 67.00    | 59,295.00  |
| 30" RCP @ 6-8                             | 300      | LF              | 72.15    | 21,645.00  |
| 24" RCP @ 0-6                             | 457      | LF              | 52.20    | 23,855.40  |
| 24" RCP @ 6-8                             | 72       | LF              | 56.70    | 4,082.40   |
| 18" RCP @ 0-6                             | 1,907    | LF              | 42.15    | 80,380.05  |
| 18" RCP @ 6-8                             | 73       | LF              | 45.10    | 3,292.30   |
| 6X6 JUNCTION BOX                          | 1        | EA              | 5,150.00 | 5,150.00   |
| 5X5 JUNCTION BOX                          | 2        | EA              | 3,715.00 | 7,430.00   |
| 4X4 AREA INLET                            | 6        | EA              | 3,185.00 | 19,110.00  |
| 10' CURB INLET                            | 18       | EA              | 3,900.00 | 70,200.00  |
| 15' CURB INLET                            | 4        | EA              | 5,440.00 | 21,760.00  |
| ADJUST MANHOLE TO GRADE                   | 6        | EA              | 550.00   | 3,300.00   |
| MORTARED ROCK RIP RAP                     | 126      | SY              | 57.89    | 7,294.73   |
| 12' ACCESS ROAD - 3X5 ROCK                | 195      | SY              | 7.11     | 1,385.53   |
| 24" / 18" RCP OUTFALL                     | 58       | LF              | 90.00    | 5,220.00   |
| <b>Subtotal</b>                           |          |                 |          | 474,605.16 |
| <b>WATER SYSTEM</b>                       |          |                 |          |            |
| 12" C-900 DR-14 PVC @ 0-6                 | 254      | LF              | 53.55    | 13,601.70  |
| 12" C-900 DR-14 PVC @ 6-8                 | 465      | LF              | 57.50    | 26,737.50  |
| 12" C-900 DR-14 PVC @ 8-10                | 648      | LF              | 63.15    | 40,921.20  |
| 8" C-900 DR-14 PVC @ 0-6                  | 3,257    | LF              | 35.00    | 113,995.00 |
| 8" DUCTILE IRON FIRE LEAD                 | 90       | LF              | 41.20    | 3,708.00   |
| 12" GATE VALVE                            | 5        | EA              | 1,690.00 | 8,450.00   |
| 8" GATE VALVE                             | 7        | EA              | 915.00   | 6,405.00   |
| 6" GATE VALVE                             | 9        | EA              | 500.00   | 4,500.00   |
| 5 1/4 FIRE HYDRANT ASSEMBLY               | 9        | EA              | 2,605.00 | 23,445.00  |
| DOUBLE SERVICE                            | 31       | EA              | 1,555.00 | 48,205.00  |
| SINGLE SERVICE                            | 8        | EA              | 1,020.00 | 8,160.00   |
| BORE                                      | 70       | LF              | 340.00   | 23,800.00  |
| 8" PLUG AND TEMP BLOW OFF                 | 3        | EA              | 970.00   | 2,910.00   |
| 12" PLUG AND TEMP BLOW OFF                | 1        | EA              | 1,020.00 | 1,020.00   |
| <b>Subtotal</b>                           |          |                 |          | 325,858.40 |
| <b>CONCRETE WORK</b>                      |          |                 |          |            |
| 48" HEADWALL (SET W/ DISSIPATORS)         | 1        | EA              | 5,370.00 | 5,370.00   |





**EXHIBIT B**  
MAINTENANCE BOND



**MAINTENANCE BOND**

Bond No.HSIFSU0669680

**KNOW ALL MEN BY THESE PRESENTS: THAT WE,** JKB Construction Company, LLC as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a New Jersey Corporation of One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey, licensed to do business in the State of Texas as Surety, are held and firmly bound unto City of Kyle, Texas as Obligee, in the full and just sum of Five-Hundred Eighty-Nine Thousand One Hundred Sixty Five Dollars and Fifty-Seven Cents (\$589,165.57) Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

**SIGNED, SEALED AND DATED THIS 3rd day of February, 2015**

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS** the Principal entered into a contract with the Obligee for Kyle 47 Subdivision Phase 1 - Streets, Water, Wastewater, Drainage.

**AND WHEREAS,** the Obligee requires a guarantee from the Principal against defective materials and workmanship in connection with said Contract.

**NOW, THEREFORE,** if the Principal shall make any repairs or replacements which may become necessary during the period of Two (2) years from date of acceptance by the City of Kyle, Texas thru because of defective materials or workmanship in connection with said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Witness

*[Handwritten signature of witness]*

JKB Construction Company, LLC

By:

*[Handwritten signature of JKB Construction Company, LLC]*

INTERNATIONAL FIDELITY INSURANCE COMPANY  
Item # 11



Witness Canellia Doss  
Canellia Doss, Secretary

Kenneth Nitsche  
Kenneth Nitsche, Attorney-in-Fact

Tel (973) 624-7200

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,  
NINA K. SMITH, VIOLET J. FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

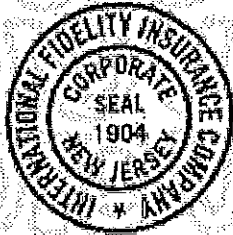
Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

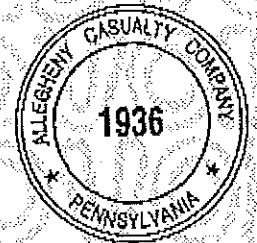
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney; and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



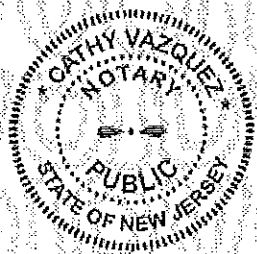
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of February, 2015

MARIA BRANCO, Assistant Secretary

**IMPORTANT NOTICE****TO OBTAIN INFORMATION OR MAKE A COMPLAINT:**

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department  
One Newark Center, 20<sup>th</sup> Floor  
Newark, NJ 07102

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

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact your Agent or International Fidelity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

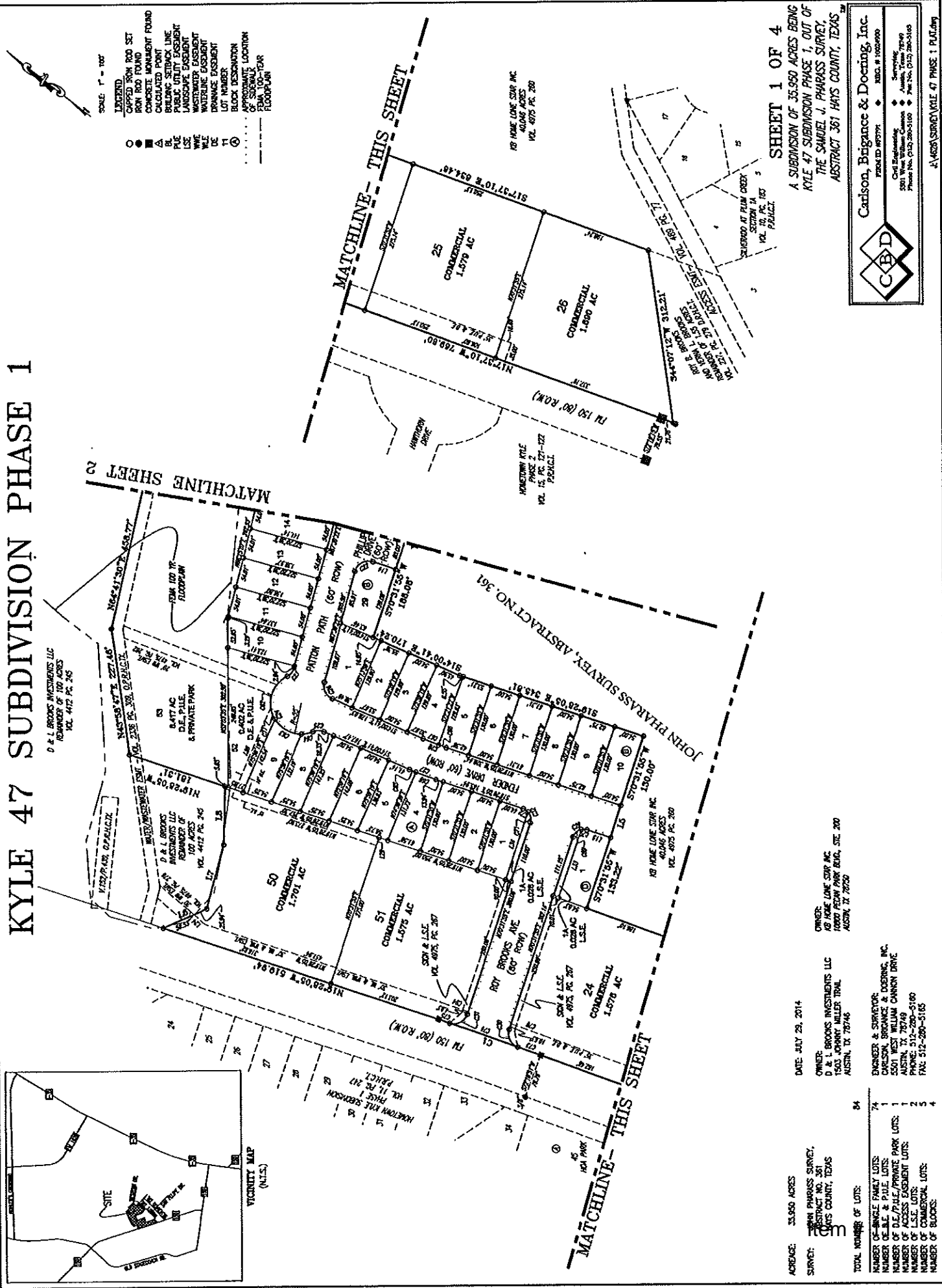
**ATTACH THIS NOTICE TO YOUR BOND.**

This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Texas legal and regulatory requirements.

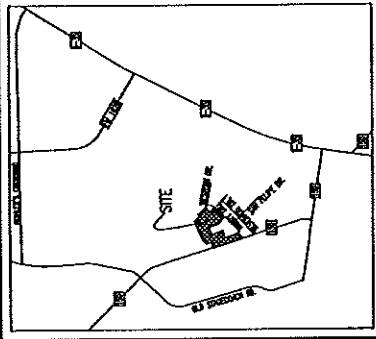
**EXHIBIT C**  
SUBDIVISION MAP

Vol 18 pg 62

# KYLE 47 SUBDIVISION PHASE 1



- SCALE: 1" = 100'
- EXISTING
  - PROPOSED
  - CONCRETE MONUMENT FOUND
  - CALCULATED POINT
  - PUBLIC UTILITY EASEMENT
  - LANDSCAPE EASEMENT
  - WATERWAY EASEMENT
  - DRAINAGE EASEMENT
  - LOT NUMBER
  - BLOCK DESCRIPTION
  - OFFICIAL SURVEY LOCATION
  - FEMA 100-YEAR FLOODPLAIN



**SHEET 1 OF 4**

A SUBDIVISION OF 35.950 ACRES BEING KYLE 47 SUBDIVISION PHASE 1, OUT OF THE SAHUEL J. PHARASS SURVEY, ABSTRACT 361 HAYS COUNTY, TEXAS

Carlson, Brigrance & Doering, Inc.  
 TRACK ID: 897971    REG. # 105090  
 Civil Engineering    Surveying  
 5501 West William Cannon    Austin, Texas 78749  
 Phone No. 512-290-5100    Fax No. 512-290-5105

J:\KRS\SURVEY\KYLE 47 PHASE 1 PLOT.dwg

DATE: JULY 29, 2014

OWNER: RB HOME LINE SURV. INC.  
 10000 PEWEE PARK ROAD, STE. 200  
 AUSTIN, TX 78750

ENGINEER & SURVEYOR:  
 CARLSON, BRIGRANCE & DOERING, INC.  
 5501 WEST WILLIAM CANNON DRIVE  
 AUSTIN, TX 78749  
 PHONE: 512-290-5100  
 FAX: 512-290-5105

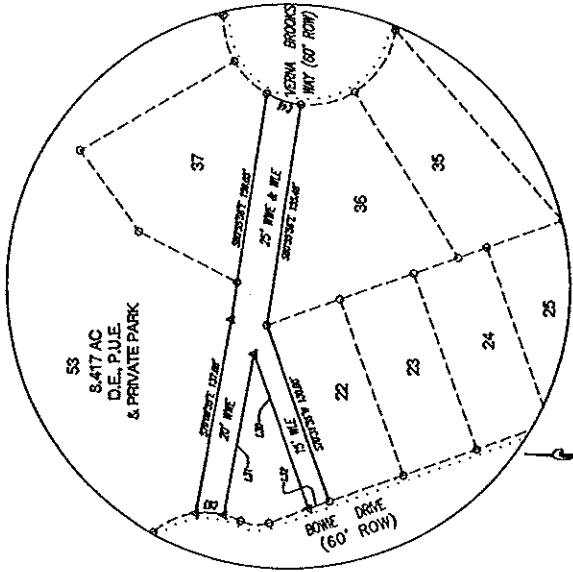
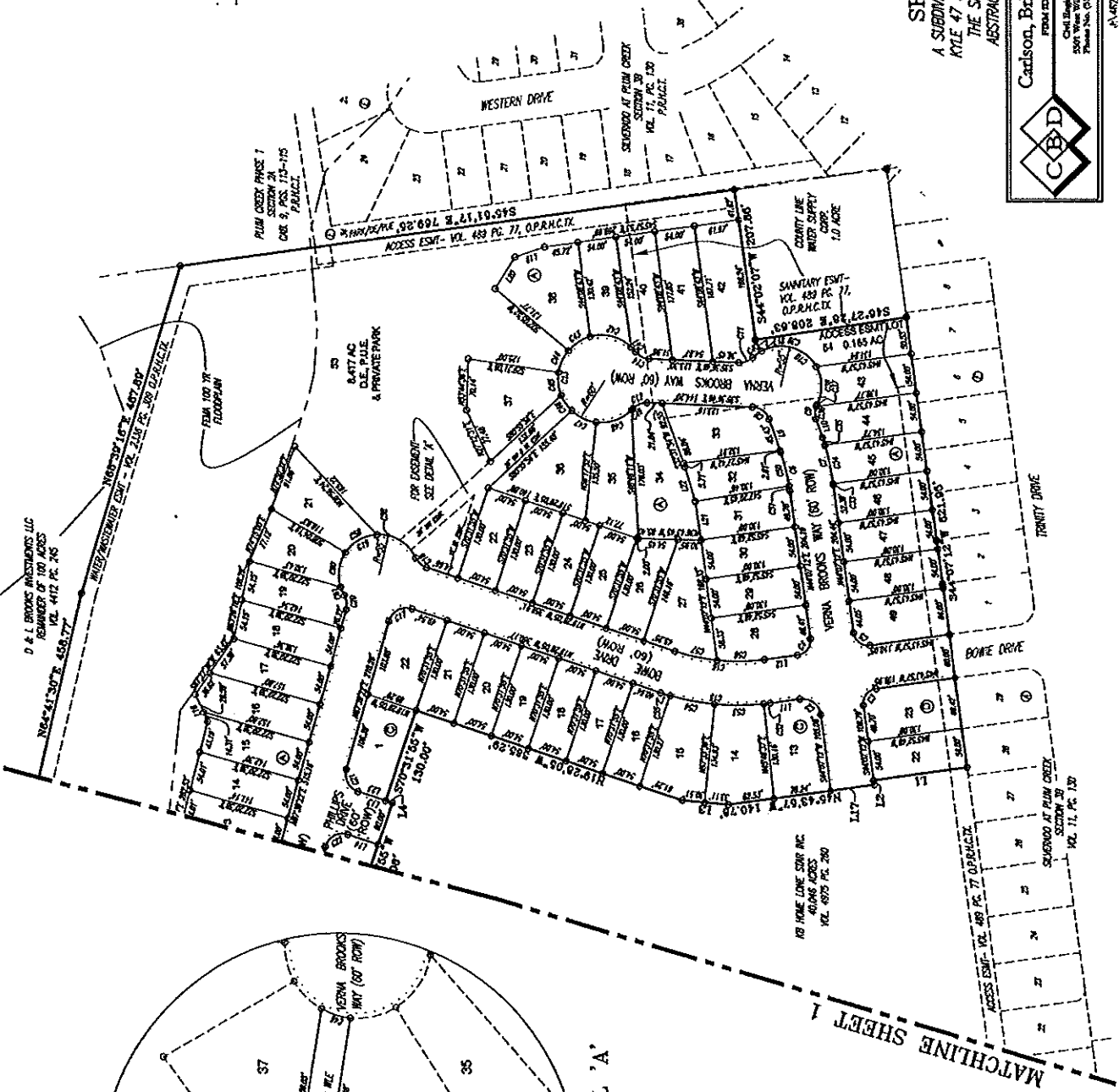
|          |  |  |    |
|----------|--|--|----|
| ACREAGE: | 35.950 ACRES   | TOTAL NUMBER OF LOTS:                    | 84 |
| SURVEY:  | JOHN PHARASS SURVEY, ABSTRACT NO. 361 HAYS COUNTY, TEXAS | NUMBER OF SINGLE FAMILY LOTS:            | 74 |
|          |  | NUMBER OF B.E. & P.U.E. LOTS:            | 1  |
|          |  | NUMBER OF D.E./P.U.E. PRIVATE PARK LOTS: | 1  |
|          |  | NUMBER OF ACCESS EASEMENT LOTS:          | 2  |
|          |  | NUMBER OF L.S.E. LOTS:                   | 5  |
|          |  | NUMBER OF COMMERCIAL LOTS:               | 3  |
|          |  | NUMBER OF BLOCKS:                        | 4  |



Vol 18 pg 63

# KYLE 47 SUBDIVISION PHASE 1

- SCALE: 1" = 100'
- LEGEND:**
- CAPPIED IRON ROD SET
  - IRON ROD FOUND
  - ▣ CONCRETE MONUMENT FOUND
  - ▲ CALCULATED POINT
  - BL BUILDING SETBACK LINE
  - PUE PUBLIC UTILITY EASEMENT
  - DSE DRAINAGE EASEMENT
  - WUE WATERLINE EASEMENT
  - WE WATER EASEMENT
  - DE DRAINAGE EASEMENT
  - LN LOT NUMBER
  - ⊙ BLOCK DESIGNATION
  - ⊖ APPROXIMATE LOCATION OF SURVIVAL
  - ⊕ FOUNDATION FLOOR PLAN



**SHEET 2 OF 4**  
 A SUBDIVISION OF 35.950 ACRES BEING  
 KYLE 47 SUBDIVISION PHASE 1, OUT OF  
 THE SAMUEL J. PHARRIS SURVEY  
 ABSTRACT 361 HAYS COUNTY, TEXAS

**Carlson, Brigrance & Doering, Inc.**  
 SURVEYORS  
 2004 West Williams, Cleburne, Texas 76033  
 Phone No. (817) 280-5585 Fax No. (817) 280-5585

FROM 100' EASEMENT: ● KING, 41 100' EASEMENT  
 CHINA ENGINEERING ● SURVEYING  
 2004 West Williams, Cleburne, Texas 76033  
 Phone No. (817) 280-5585 Fax No. (817) 280-5585

PLAN SURV. 47 PHASE 1 P. 63

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# KYLE 47 SUBDIVISION PHASE 1

| AREA TABLE                   | AREA    | ACRES  |
|------------------------------|---------|--------|
| AREA WITH SUBDIVISION        | 3430.00 | 78.50  |
| AREA OF SINGLE TRACT LOTS    | 1148.00 | 26.20  |
| AREA OF BUNGALOW PHASE 1     | 247.00  | 5.60   |
| AREA OF 1/2 AC. LOTS         | 1450.00 | 33.10  |
| AREA OF 1/4 AC. LOTS         | 512.00  | 11.70  |
| AREA OF COMMON EXCESSORY LOT | 216.00  | 4.90   |
| AREA OF 1/2 AC. LOTS         | 642.00  | 14.70  |
| AREA WITH STREETS            | 5170.00 | 118.20 |

| LOT NO. | ACRES | SQ. FT. | BLK. Y | SQ. FT. | ACRES |
|---------|-------|---------|--------|---------|-------|
| 1       | 0.151 | 701     | 1      | 0.238   | 1085  |
| 2       | 0.229 | 1050    | 2      | 0.163   | 7482  |
| 3       | 0.151 | 700     | 3      | 0.151   | 700   |
| 4       | 0.151 | 700     | 4      | 0.151   | 700   |
| 5       | 0.151 | 700     | 5      | 0.151   | 700   |
| 6       | 0.151 | 700     | 6      | 0.151   | 700   |
| 7       | 0.151 | 700     | 7      | 0.151   | 700   |
| 8       | 0.151 | 700     | 8      | 0.151   | 700   |
| 9       | 0.151 | 700     | 9      | 0.151   | 700   |
| 10      | 0.151 | 700     | 10     | 0.151   | 700   |
| 11      | 0.151 | 700     | 11     | 0.151   | 700   |
| 12      | 0.151 | 700     | 12     | 0.151   | 700   |
| 13      | 0.151 | 700     | 13     | 0.151   | 700   |
| 14      | 0.151 | 700     | 14     | 0.151   | 700   |
| 15      | 0.151 | 700     | 15     | 0.151   | 700   |
| 16      | 0.151 | 700     | 16     | 0.151   | 700   |
| 17      | 0.151 | 700     | 17     | 0.151   | 700   |
| 18      | 0.151 | 700     | 18     | 0.151   | 700   |
| 19      | 0.151 | 700     | 19     | 0.151   | 700   |
| 20      | 0.151 | 700     | 20     | 0.151   | 700   |
| 21      | 0.151 | 700     | 21     | 0.151   | 700   |
| 22      | 0.151 | 700     | 22     | 0.151   | 700   |
| 23      | 0.151 | 700     | 23     | 0.151   | 700   |
| 24      | 0.151 | 700     | 24     | 0.151   | 700   |
| 25      | 0.151 | 700     | 25     | 0.151   | 700   |
| 26      | 0.151 | 700     | 26     | 0.151   | 700   |
| 27      | 0.151 | 700     | 27     | 0.151   | 700   |
| 28      | 0.151 | 700     | 28     | 0.151   | 700   |
| 29      | 0.151 | 700     | 29     | 0.151   | 700   |
| 30      | 0.151 | 700     | 30     | 0.151   | 700   |
| 31      | 0.151 | 700     | 31     | 0.151   | 700   |
| 32      | 0.151 | 700     | 32     | 0.151   | 700   |
| 33      | 0.151 | 700     | 33     | 0.151   | 700   |
| 34      | 0.151 | 700     | 34     | 0.151   | 700   |
| 35      | 0.151 | 700     | 35     | 0.151   | 700   |
| 36      | 0.151 | 700     | 36     | 0.151   | 700   |
| 37      | 0.151 | 700     | 37     | 0.151   | 700   |
| 38      | 0.151 | 700     | 38     | 0.151   | 700   |
| 39      | 0.151 | 700     | 39     | 0.151   | 700   |
| 40      | 0.151 | 700     | 40     | 0.151   | 700   |
| 41      | 0.151 | 700     | 41     | 0.151   | 700   |
| 42      | 0.151 | 700     | 42     | 0.151   | 700   |
| 43      | 0.151 | 700     | 43     | 0.151   | 700   |
| 44      | 0.151 | 700     | 44     | 0.151   | 700   |
| 45      | 0.151 | 700     | 45     | 0.151   | 700   |
| 46      | 0.151 | 700     | 46     | 0.151   | 700   |
| 47      | 0.151 | 700     | 47     | 0.151   | 700   |
| 48      | 0.151 | 700     | 48     | 0.151   | 700   |
| 49      | 0.151 | 700     | 49     | 0.151   | 700   |
| 50      | 0.151 | 700     | 50     | 0.151   | 700   |
| 51      | 0.151 | 700     | 51     | 0.151   | 700   |
| 52      | 0.151 | 700     | 52     | 0.151   | 700   |
| 53      | 0.151 | 700     | 53     | 0.151   | 700   |
| 54      | 0.151 | 700     | 54     | 0.151   | 700   |
| 55      | 0.151 | 700     | 55     | 0.151   | 700   |
| 56      | 0.151 | 700     | 56     | 0.151   | 700   |
| 57      | 0.151 | 700     | 57     | 0.151   | 700   |
| 58      | 0.151 | 700     | 58     | 0.151   | 700   |
| 59      | 0.151 | 700     | 59     | 0.151   | 700   |
| 60      | 0.151 | 700     | 60     | 0.151   | 700   |
| 61      | 0.151 | 700     | 61     | 0.151   | 700   |
| 62      | 0.151 | 700     | 62     | 0.151   | 700   |
| 63      | 0.151 | 700     | 63     | 0.151   | 700   |
| 64      | 0.151 | 700     | 64     | 0.151   | 700   |
| 65      | 0.151 | 700     | 65     | 0.151   | 700   |
| 66      | 0.151 | 700     | 66     | 0.151   | 700   |
| 67      | 0.151 | 700     | 67     | 0.151   | 700   |
| 68      | 0.151 | 700     | 68     | 0.151   | 700   |
| 69      | 0.151 | 700     | 69     | 0.151   | 700   |
| 70      | 0.151 | 700     | 70     | 0.151   | 700   |

| LOT NO. | ACRES | SQ. FT. | BLK. Y | SQ. FT. | ACRES |
|---------|-------|---------|--------|---------|-------|
| 1       | 0.151 | 701     | 1      | 0.238   | 1085  |
| 2       | 0.229 | 1050    | 2      | 0.163   | 7482  |
| 3       | 0.151 | 700     | 3      | 0.151   | 700   |
| 4       | 0.151 | 700     | 4      | 0.151   | 700   |
| 5       | 0.151 | 700     | 5      | 0.151   | 700   |
| 6       | 0.151 | 700     | 6      | 0.151   | 700   |
| 7       | 0.151 | 700     | 7      | 0.151   | 700   |
| 8       | 0.151 | 700     | 8      | 0.151   | 700   |
| 9       | 0.151 | 700     | 9      | 0.151   | 700   |
| 10      | 0.151 | 700     | 10     | 0.151   | 700   |
| 11      | 0.151 | 700     | 11     | 0.151   | 700   |
| 12      | 0.151 | 700     | 12     | 0.151   | 700   |
| 13      | 0.151 | 700     | 13     | 0.151   | 700   |
| 14      | 0.151 | 700     | 14     | 0.151   | 700   |
| 15      | 0.151 | 700     | 15     | 0.151   | 700   |
| 16      | 0.151 | 700     | 16     | 0.151   | 700   |
| 17      | 0.151 | 700     | 17     | 0.151   | 700   |
| 18      | 0.151 | 700     | 18     | 0.151   | 700   |
| 19      | 0.151 | 700     | 19     | 0.151   | 700   |
| 20      | 0.151 | 700     | 20     | 0.151   | 700   |
| 21      | 0.151 | 700     | 21     | 0.151   | 700   |
| 22      | 0.151 | 700     | 22     | 0.151   | 700   |
| 23      | 0.151 | 700     | 23     | 0.151   | 700   |
| 24      | 0.151 | 700     | 24     | 0.151   | 700   |
| 25      | 0.151 | 700     | 25     | 0.151   | 700   |
| 26      | 0.151 | 700     | 26     | 0.151   | 700   |
| 27      | 0.151 | 700     | 27     | 0.151   | 700   |
| 28      | 0.151 | 700     | 28     | 0.151   | 700   |
| 29      | 0.151 | 700     | 29     | 0.151   | 700   |
| 30      | 0.151 | 700     | 30     | 0.151   | 700   |
| 31      | 0.151 | 700     | 31     | 0.151   | 700   |
| 32      | 0.151 | 700     | 32     | 0.151   | 700   |
| 33      | 0.151 | 700     | 33     | 0.151   | 700   |
| 34      | 0.151 | 700     | 34     | 0.151   | 700   |
| 35      | 0.151 | 700     | 35     | 0.151   | 700   |
| 36      | 0.151 | 700     | 36     | 0.151   | 700   |
| 37      | 0.151 | 700     | 37     | 0.151   | 700   |
| 38      | 0.151 | 700     | 38     | 0.151   | 700   |
| 39      | 0.151 | 700     | 39     | 0.151   | 700   |
| 40      | 0.151 | 700     | 40     | 0.151   | 700   |
| 41      | 0.151 | 700     | 41     | 0.151   | 700   |
| 42      | 0.151 | 700     | 42     | 0.151   | 700   |
| 43      | 0.151 | 700     | 43     | 0.151   | 700   |
| 44      | 0.151 | 700     | 44     | 0.151   | 700   |
| 45      | 0.151 | 700     | 45     | 0.151   | 700   |
| 46      | 0.151 | 700     | 46     | 0.151   | 700   |
| 47      | 0.151 | 700     | 47     | 0.151   | 700   |
| 48      | 0.151 | 700     | 48     | 0.151   | 700   |
| 49      | 0.151 | 700     | 49     | 0.151   | 700   |
| 50      | 0.151 | 700     | 50     | 0.151   | 700   |
| 51      | 0.151 | 700     | 51     | 0.151   | 700   |
| 52      | 0.151 | 700     | 52     | 0.151   | 700   |
| 53      | 0.151 | 700     | 53     | 0.151   | 700   |
| 54      | 0.151 | 700     | 54     | 0.151   | 700   |
| 55      | 0.151 | 700     | 55     | 0.151   | 700   |
| 56      | 0.151 | 700     | 56     | 0.151   | 700   |
| 57      | 0.151 | 700     | 57     | 0.151   | 700   |
| 58      | 0.151 | 700     | 58     | 0.151   | 700   |
| 59      | 0.151 | 700     | 59     | 0.151   | 700   |
| 60      | 0.151 | 700     | 60     | 0.151   | 700   |
| 61      | 0.151 | 700     | 61     | 0.151   | 700   |
| 62      | 0.151 | 700     | 62     | 0.151   | 700   |
| 63      | 0.151 | 700     | 63     | 0.151   | 700   |
| 64      | 0.151 | 700     | 64     | 0.151   | 700   |
| 65      | 0.151 | 700     | 65     | 0.151   | 700   |
| 66      | 0.151 | 700     | 66     | 0.151   | 700   |
| 67      | 0.151 | 700     | 67     | 0.151   | 700   |
| 68      | 0.151 | 700     | 68     | 0.151   | 700   |
| 69      | 0.151 | 700     | 69     | 0.151   | 700   |
| 70      | 0.151 | 700     | 70     | 0.151   | 700   |

| Curve / | Length | Radius  | Chord Direction | Chord Length | Angle  | BEAR       |
|---------|--------|---------|-----------------|--------------|--------|------------|
| C1      | 194.53 | 5729.65 | N192°37'W       | 194.53       | 97.26  | 75°43'     |
| C2      | 32.71  | 25.00   | N07°42'W        | 32.71        | 20.8   | 89°10'     |
| C3      | 31.47  | 20.00   | S09°13'W        | 29.3         | 20.5   | 90°00'     |
| C4      | 31.47  | 20.00   | N09°13'E        | 29.3         | 20.5   | 90°00'     |
| C5      | 31.35  | 20.00   | S09°42'E        | 29.25        | 19.55  | 89°39'     |
| C6      | 54.61  | 270.00  | N09°33'E        | 54.52        | 27.40  | 175°16'    |
| C7      | 62.74  | 330.00  | N03°14'E        | 62.63        | 33.69  | 175°16'    |
| C8      | 20.73  | 25.00   | N07°32'W        | 20.71        | 15.91  | 89°19'40"  |
| C9      | 20.32  | 25.00   | S05°45'W        | 19.76        | 15.78  | 45°10'     |
| C10     | 20.32  | 25.00   | N07°32'W        | 19.54        | 15.68  | 181°16'46" |
| C11     | 20.32  | 25.00   | S05°45'E        | 19.76        | 15.78  | 45°10'     |
| C12     | 21.58  | 25.00   | N02°17'W        | 21.00        | 17.57  | 49°46'47"  |
| C13     | 202.54 | 60.00   | S84°27'W        | 216.5        | 50.82  | 299°17'54" |
| C14     | 21.58  | 25.00   | S10°42'E        | 21.00        | 17.57  | 49°46'47"  |
| C15     | 251.27 | 330.00  | S33°01'E        | 149.95       | 78.59  | 297°32'    |
| C16     | 123.77 | 270.00  | S32°01'E        | 122.69       | 62.89  | 307°52'    |
| C17     | 40.52  | 25.00   | N05°42'W        | 38.23        | 26.29  | 93°33'     |
| C18     | 20.32  | 25.00   | S05°45'W        | 19.76        | 15.78  | 45°10'     |
| C19     | 178.58 | 55.00   | N05°42'W        | 180.85       | 147.59 | 109°10'30" |
| C20     | 20.32  | 25.00   | N44°22'E        | 19.76        | 15.78  | 45°10'     |
| C21     | 20.32  | 25.00   | S2°05'W         | 19.66        | 14.78  | 87°07'27"  |
| C22     | 40.52  | 25.00   | N05°42'W        | 38.23        | 26.29  | 93°33'     |
| C23     | 20.32  | 25.00   | S09°10'W        | 19.76        | 15.78  | 45°10'     |
| C24     | 167.80 | 55.00   | S05°42'W        | 169.89       | 171.78 | 174°40'00" |
| C25     | 20.32  | 25.00   | N07°14'W        | 19.76        | 15.78  | 45°10'     |
| C26     | 30.43  | 25.00   | S09°42'W        | 29.89        | 21.81  | 87°46'00"  |
| C27     | 50.47  | 55.00   | S16°42'E        | 50.46        | 25.26  | 57°24'     |
| C28     | 44.78  | 470.00  | S16°42'E        | 44.74        | 22.49  | 57°24'     |
| C29     | 31.42  | 20.00   | N09°28'W        | 29.28        | 20.00  | 90°00'00"  |
| C30     | 30.59  | 25.00   | S07°16'W        | 29.07        | 21.33  | 89°28'11"  |
| C31     | 30.59  | 25.00   | S04°20'E        | 29.44        | 20.12  | 89°16'00"  |
| C32     | 31.42  | 20.00   | N05°33'E        | 29.28        | 20.00  | 90°00'00"  |
| C33     | 1.61   | 300.00  | N43°30'W        | 1.61         | 0.00   | 07°14'48"  |
| C34     | 54.28  | 330.00  | N09°07'W        | 54.22        | 27.20  | 89°27'     |
| C35     | 10.26  | 330.00  | N03°27'E        | 10.26        | 5.43   | 175°16'    |
| C36     | 17.26  | 25.00   | S07°16'W        | 16.82        | 12.89  | 39°49'44"  |
| C37     | 31.05  | 25.00   | S07°35'W        | 30.25        | 19.37  | 39°39'     |
| C38     | 13.68  | 55.00   | N07°02'E        | 13.65        | 10.32  | 90°07'53'  |
| C39     | 85.57  | 55.00   | N07°12'W        | 71.45        | 54.54  | 89°31'06"  |
| C40     | 15.00  | 55.00   | N04°21'W        | 14.36        | 7.85   | 157°16'    |

| Line / | Length | Direction |
|--------|--------|-----------|
| L1     | 120.00 | N05°52'W  |
| L2     | 63.89  | S40°12'W  |
| L3     | 63.82  | N32°01'W  |
| L4     | 93.55  | S39°28'W  |
| L5     | 60.02  | S09°53'W  |
| L6     | 85.46  | S07°31'W  |
| L7     | 118.26 | N07°10'W  |
| L8     | 194.25 | N03°19'W  |
| L9     | 60.04  | S02°15'W  |
| L10    | 27.15  | S03°15'W  |
| L11    | 40.85  | N05°43'W  |
| L12    | 65.58  | N05°43'W  |
| L13    | 62.54  | N19°28'W  |
| L14    | 43.01  | N19°28'W  |
| L15    | 44.00  | N19°28'W  |
| L16    | 40.91  | N06°43'E  |
| L17    | 60.00  | N05°31'W  |
| L18    | 17.52  | S04°10'W  |
| L19    | 43.39  | S04°27'E  |
| L20    | 51.89  | N03°59'E  |
| L21    | 53.35  | N05°42'E  |
| L22    | 48.14  | N05°38'E  |
| L23    | 35.89  | N19°28    |

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# KYLE 47 SUBDIVISION PHASE 1

STATE OF TEXAS |  
COUNTY OF HAYS |

KNOW ALL MEN BY THESE PRESENTS: THAT D & L BROOKS INVESTMENTS LLC, BEING THE OWNER OF THE REMAINDER OF 10,000 ACRES OF LAND OUT OF THE JOHN PHARASS SURVEY, ABSTRACT NUMBER 361, SITUATED IN HAYS COUNTY, TEXAS AS CONVEYED BY DEED RECORDED IN VOLUME 4412, PAGE 245 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND KB HOME LOAN STAR INC., BEING THE OWNER OF 40,048 ACRES OF LAND OUT OF THE JOHN PHARASS SURVEY, ABSTRACT NUMBER 361, SITUATED IN HAYS COUNTY, TEXAS AS CONVEYED BY DEED RECORDED IN VOLUME 4975, PAGE 290 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 35,950 ACRES OF LAND IN ACCORDANCE WITH THIS PLAN, TO BE KNOWN AS:

### "KYLE 47 SUBDIVISION PHASE 1"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WITNESS MY HAND, THIS THE 2nd DAY OF August, 2014 A.D.

*[Signature]*  
D & L BROOKS INVESTMENTS LLC  
1500 JOHNNY MILLER DRAL  
AUSTIN, TX 78714

STATE OF TEXAS |  
COUNTY OF HAYS |

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Debi and Gordon Brince KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS  
James McElvahan Knight  
PRINTED NOTARY NAME  
MY COMMISSION EXPIRES: 10/22/14

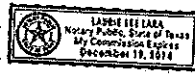


*[Signature]*  
KB HOME LOAN STAR INC.  
10800 PECAN PARK BLVD., STE 200  
AUSTIN, TX 78750

STATE OF TEXAS |  
COUNTY OF HAYS |

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED John Zinsmeyer KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS  
Laurie Lee Lara  
PRINTED NOTARY NAME  
MY COMMISSION EXPIRES: 12/19/14



THIS FINAL PLAN, KYLE 47 SUBDIVISION PHASE 1, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION, DATED THIS 24th DAY OF June, 2014 A.D.

*[Signature]*  
CHAIRPERSON

*[Signature]*  
REVIEWED BY DIRECTOR OF PUBLIC WORKS

*[Signature]* 7/29/14  
REVIEWED BY CITY ENGINEER

#### GENERAL NOTES:

1. A 20' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE FRONT OF ALL LOTS EXCEPT FOR SIDE YARDS ON CORNER LOTS.
2. A 10' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE REAR-OF-WAY.
3. A 10' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE REAR PROPERTY LINES.
4. A 5' PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE SIDE PROPERTY LINES.
5. NO OBJECT INCLUDING SIGNAGE, BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING, WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERRECTED WITHIN ANY DRAINAGE EASEMENT WITHOUT THE PRIOR APPROVAL OF THE CITY OF KYLE.
6. OWNER(S) OF PROPERTY WITH DRAINAGE AND UTILITY EASEMENT(S) SHALL ALLOW ACCESS FOR INSPECTIONS, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
7. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
8. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONES AND FRONT OF LOTS TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATIONS.
9. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
10. LOTS 50 AND 51 BLOCK "A" AND LOTS 24, 25 AND 26 "D" RESPECTIVELY ARE REQUIRED TO PROVIDE REDEVELOPING RIGHT USE ACCESS TO BE DETERMINED AT SITE PLAN.

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 2nd DAY OF October, 2014 A.D. AT 10:48 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN VOLUME 18, PAGE(S) 62-65

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF October, 2014 A.D.

*[Signature]*  
LIZ GONZALEZ BY *[Signature]*  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS |  
COUNTY OF HAYS |

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.

DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 4800C 0120C, DATED SEPTEMBER 2, 2010, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORAGE RAINOUT FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND FOR OPEN SPACE AND DRAINAGE EASEMENT LOTS.

*[Signature]* 8/13/14  
DATE

CHARLES R. BRIGANCE, Jr., P.E. No. 64548  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILHELM CANNON  
AUSTIN, TEXAS 78719  
(512) 280-5100



STATE OF TEXAS |  
COUNTY OF HAYS |

I, AARON V. THOMASON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACURAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MARKMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

*[Signature]* 13th Dec 2014  
DATE

AARON V. THOMASON, R.P.L.S. #2111  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILHELM CANNON DR.  
AUSTIN, TEXAS 78719  
aaron@cbdeng.com



SHEET 4 OF 4  
A SUBDIVISION OF 35.950 ACRES BEING  
KYLE 47 SUBDIVISION PHASE 1, OUT OF  
THE SAMUEL J. PHARASS SURVEY,  
ABSTRACT 361 HAYS COUNTY, TEXAS

**Carlson, Brigance & Doering, Inc.**  
 FIRM ID #F3791    REG. # 1022400  
 Civil Engineering    Item # 11  
 5501 West Wilhelm Cannon    Austin, Texas 78719  
 Phone No. (512) 280-5100    Fax No. (512) 280-5165



# CITY OF KYLE, TEXAS

## Victim's Services Coordinator

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:**

A resolution of the City Council of the City of Kyle, Texas authorizing the filing of a grant application to the Office of the Governor, Violent Crimes Against Women Criminal Justice and Training Projects Grants; and authorize applicable matching funds from the Police Department's approved operating budget for FY2016, to continue to fund the Police Department's full-time, Victim's Coordinator position. ~ *Josh Moreno, Grants Administrator*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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 [resolution](#)

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**RESOLUTION NO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, VIOLENT CRIMES AGAINST WOMEN CRIMINAL JUSTICE AND TRAINING PROJECTS GRANT FOR THE PURPOSE OF FUNDING PARTIAL COSTS OF THE KYLE POLICE DEPARTMENT'S VICTIMS SERVICES COORDINATOR FULL-TIME POSITION FOR FISCAL YEAR 2016; AUTHORIZING AND PROVIDING APPLICABLE MATCHING FUNDS FROM THE KYLE POLICE DEPARTMENT'S APPROVED BUDGET FOR FISCAL YEAR 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 CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR; AUTHORIZING THE ACTING CITY MANAGER OR CITY MANAGER 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 victims services coordinator full-time position be funded for Fiscal Year 2016; and,

WHEREAS, the city council finds that authorizing the submission of a grant application to the Office of the Governor, Violent Crimes Against Women Criminal Justice and Training Projects grant is for the purpose of funding partial costs of the full-time coordinator position for Fiscal Year 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 acceptance of grant. The city council authorizes the acceptance of the said grant for the purpose of providing funding for partial costs of the full-time coordinator position for Fiscal Year 2016 for the Violent Crimes Against Women Criminal

Justice and Training project.

Section 3. Matching funds. The city council authorizes and agrees to provide applicable matching funds from the Kyle Police Department’s approved budget for Fiscal Year 2016, as required by the terms and conditions of said grant project.

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 Criminal Justice Division of the Governor’s Office.

Section 5. Authorized official. The acting city manager or city manager 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 \_\_\_\_ day of \_\_\_\_\_, 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

## Juvenile Specialist Officer

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** A resolution of the City Council of the City of Kyle, Texas authorizing the filing of a grant application to the Office of the Governor, General Juvenile Justice and Delinquency Prevention Program to fund a new, full-time Juvenile Specialist Officer at Kyle Police Department. ~ *Josh Moreno, Grants Administrator*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, JUVENILE JUSTICE AND DELINQUENCY PREVENTION – LOCAL PROGRAM, FOR THE PURPOSE OF FUNDING THE COSTS OF A FULL-TIME JUVENILE SPECIALIST OFFICER POSITION AT THE KYLE POLICE DEPARTMENT FROM OCTOBER 1, 2015, TO SEPTEMBER 30, 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 OFFICE OF THE GOVERNOR’S CRIMINAL JUSTICE DIVISION; AUTHORIZING THE ACTING CITY MANAGER OR CITY MANAGER 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 juvenile specialist officer position of the Kyle Police Department be operated and funded for Fiscal Year 2016; and,

WHEREAS, the city council finds that authorizing the submission of a grant application to the Office of the Governor, Juvenile Justice and Delinquency Prevention – Local Program, is for the purpose of funding the costs of a full time juvenile specialist officer at Kyle Police Department from October 1, 2015, until September 30, 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 acceptance of grant. The city council authorizes the submission of the said grant for the purpose of funding the costs of a juvenile specialist officer position at Kyle Police Department from October 1, 2015, to September 30, 2016.

Section 3. 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 Office of the Governor’s Criminal Justice Division.



Section 4. Authorized official. The acting city manager or city manager is authorized to apply for, accept, reject, alter or terminate the grant on behalf of the city council.

Section 5. 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 6. 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 \_\_\_\_ day of \_\_\_\_\_, 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

## (1st Reading) Ordinance - Franchise Agreement: Acadian Ambulance

Meeting Date: 2/17/2015  
Date time: 7:00 PM

### Subject/Recommendation:

*(First Reading)* An ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise; providing for codification; providing for severability; providing for public notice pursuant to the Open Meetings Act; establishing an effective date; and making such other findings and provisions related hereto. ~ *James Earp, Assistant City Manager*

### Other Information:

- This is an ordinance incorporating a franchise agreement between the city and Acadian Ambulance.
- Acadian needs a franchise in order to operate on city roadways.
- Acadian provides non-emergency ambulance service to Seton Hospital, Legends retirement center, the rehab center and other facilities. It also provides rollover emergency (a situation where the primary provider of 911 Services is unable to timely respond to an emergency and the dispatch requests a response by a secondary provider).
- The 9-1-1 emergency services provided by Hays County is not impacted by this franchise.
- The franchise allows Acadian to operate in the city limits and ETJ of Kyle.
- The agreement term is for 2 years (the charter allows a franchise term of up to 10 years) and incorporates various regulations, including penalties for noncompliance of the franchise.
- Acadian will pay to the city a franchise fee of (3.5%) of the total amount billed to users of the non-emergency ambulance service and collected by Acadian. The fee also applies to any other income derived from the operation of the service within the city limits.

Cover Memo

**Legal Notes:**

**Budget Information:**

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 [ordinance/agreement](#)

 [Acadian Rate Sheet](#)

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**AN ORDINANCE GRANTING ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, D/B/A ACADIAN AMBULANCE SERVICE, A FRANCHISE TO PROVIDE NON-EMERGENCY AND ROLLOVER EMERGENCY AMBULANCE SERVICES WITHIN THE BOUNDARIES OF THE CITY OF KYLE, TEXAS; PROVIDING AN AGREEMENT PRESCRIBING CONDITIONS, TERMS, AND REGULATIONS GOVERNING THE OPERATION OF THE NON-EMERGENCY AMBULANCE SERVICES; PROVIDING PENALTIES FOR NONCOMPLIANCE WITH FRANCHISE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.**

*RECITALS*

WHEREAS, Article XI of the City’s charter gives the City council the power to grant by ordinance a non-exclusive franchise of all providers of public services, including ambulance services, for an effective period not to exceed ten (10) years; and,

WHEREAS, except as specifically authorized and provided otherwise by state law, the City’s charter mandates that no provider of ambulance services shall provide any service within the City requiring the use or occupancy of any street, public right-of-way, or property without the City council’s determination to grant a franchise or permit the use of such City facilities; and,

WHEREAS, the City’s charter provides that all grants of franchise as authorized in the charter shall be subject to the right of the city council to impose regulations and restrictions on the franchise as enumerated in Sec. 11.06 of the charter as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public; and,

WHEREAS, this ordinance shall be passed only on two readings held after a public hearing for which ten (10) days notice is given; and,

WHEREAS, Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service (“Acadian”), has requested and desires to be granted a franchise from the City of Kyle for the purpose of providing non-emergency and roll-over emergency ambulance services originating or terminating within the boundaries of the City of Kyle or outside the boundaries of Kyle with a destination within the City of Kyle;

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

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

Section 2. Franchise granted; scope and purpose. A non-exclusive franchise is hereby granted vis-à-vis this ordinance to Acadian Ambulance Service of Texas, LLC d/b/a Acadian Ambulance Service (“Acadian”) to operate Non-Emergency and Emergency Rollover Ambulance Services as described herein originating within the service area of Acadian that is located in the City limits and extraterritorial jurisdiction of the City of Kyle, Texas (hereinafter the “City”) or origination outside of the City limits and extraterritorial jurisdiction of the City of Kyle, Texas with a destination within such area. Acadian may use and occupy the City’s streets, avenues, alleys and any and all public property belonging to or under the control of the City for the purpose of operating its Non-Emergency Ambulance Services as described herein.

Section 3. Franchise recognized as a contract. In accordance with Article XI of the City’s charter, the franchise being granted by this ordinance is recognized as a contract (“Agreement”) between the City and Acadian, and the contractual rights as contained herein shall not be impaired by the provisions of Article XI. The terms and conditions set forth in the Agreement, which is attached hereto as EXHIBIT “A” and incorporated herein by reference, shall govern and regulate the operation by Acadian of its Non-Emergency Ambulance Services as described herein.

Section 4. Codification. This ordinance shall be codified in the City of Kyle Code of Ordinances at Appendix B, FRANCHISES.

Section 5. Conflict. Any and all ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on Acadian and the City.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, Local Gov’t Code.

Section 8. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and publication as required by law.

PASSED AND APPROVED on First Reading the \_\_\_\_ day of February, 2015.

PASSED AND ADOPTED on Second Reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
W. Ken Johnson, City Attorney

**EXHIBIT "A"****ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, DBA ACADIAN AMBULANCE SERVICE  
FRANCHISE AGREEMENT**


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THIS AGREEMENT is made and entered into by and between the CITY OF KYLE, TEXAS, a home rule city and political subdivision of the State of Texas ("City") and ACADIAN COMPANIES DBA ACADIAN AMBULANCE SERVICE ("Acadian").

*RECITALS*

WHEREAS, Acadian agrees to provide Non-Emergency and roll-over emergency Ambulance Services in the City pursuant to this Agreement; warrants that it holds all required permits for the required services; has all the necessary emergency vehicle permits issued by the State of Texas; and employs emergency medical technicians who are duly licensed by the Health District to perform Non-Emergency Ambulance Services; and

WHEREAS, the City hereby finds and determines that Acadian is able to own and operate suitable certified equipment and employ qualified, licensed personnel in connection with its Ambulance Services as defined herein; and,

WHEREAS, the City's charter incorporates that an agreement be entered into between the City and a franchisee;

NOW THEREFORE, the City of Kyle and Acadian mutually agree as follows:

**Section 1**  
**Definitions**

The following definitions shall apply in the interpretation and enforcement of this Agreement and in compliance with the ordinance:

*Ambulance.* Any privately or publicly owned motor vehicle that is specially designed, constructed, or modified and equipped; and is intended to be used for and is maintained or operated, for the transportation, on the streets or highways of this state; of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

*Non-Emergency Ambulance Operator.* A person with personnel and equipment in the business of transporting patients not in need of immediate medical treatment between various locations.

*Non-Emergency Ambulance Operator Franchise.* A franchise granted to a person with personnel trained at the Emergency Medical Technician (EMT) level and certified by NCOEMS. This franchise is to transport patients between health care facilities and other locations in non-emergent situations within Hays County. The use of warning lights and

audible warning devices is prohibited during vehicle operation except for the following:

- 1) transporting a patient who during the transport becomes critical or otherwise unstable to the closest most appropriate facility with an emergency room capable of treating the patient; or,
- 2) while stopped on a public roadway to render aid to motorists and/or pedestrians involved in a traffic or other incident that has potential to cause injury while waiting for emergency responders to arrive.

*Non-Emergency Ambulance Services.* The operation of an ambulance for any purpose other than transporting emergency patients.

*Operator.* An individual in actual physical control of an ambulance which is in motion or which has the engine running.

*Patient.* Individual receiving services under this Agreement and in compliance with the ordinance.

*Person.* Any individual, firm, partnership, association, corporation or organization of any kind, including any governmental agency other than the United States.

*Rollover emergency.* A situation in which the primary provider of 911 Services is unable to timely respond to an emergency and the dispatch requests a response by a secondary provider.

## **Section 2**

### **Contents of Application to Provide Non-Emergency Services**

1. Representations; warranties; revocation of franchise. In making this grant of non-exclusive franchise, the City has relied upon information provided by Acadian to the City, and the City's expectations of the operations and performance of any and all franchisees. Acadian agrees that all statements, representations and warranties provided to the City are true and correct to the best of Acadian's knowledge at the time of submission; and further agrees that the City's grant of franchise may be revoked upon discovery of any material misstatement of fact contained therein.

2. Application. Acadian shall complete an application if required by the City to operate within the City and its extraterritorial jurisdiction. An application shall contain the following:

- a. The name and address of the provider or franchisee of the ambulance services for which a franchise is being granted;
- b. the trade and all other names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name or names or articles of incorporation stating such name or names;



- c. a complete resume of the training and experience of the applicant in the transportation and care of patients;
- d. a description in the manner in which the public will be able to obtain assistance and how the non-emergency vehicles will be dispatched; and
- e. a description of the non-emergency ambulance applicant's capability to provide regular transportation services in the City.

#### **Section 4** **Term of Agreement**

This Agreement will remain in full force and effect for a period of two (2) years, commencing on the effective date the ordinance is passed on second reading by the Kyle city council. The City shall have the sole option to renew this franchise for an additional two (2) years upon the written request of Acadian.

#### **Section 5** **Service Area**

Acadian may provide in all areas originating or terminating within the City limits and extraterritorial jurisdiction Non-Emergency Ambulance Service that is not dispatched or required to be dispatched in accordance with 9-1-1-Dispatched Ambulance Service.

#### **Section 6** **Disclosure of Patient Information**

Acadian as a franchisee agrees that any unauthorized disclosure of specific patient-related information to the public is forbidden. If Acadian as a franchisee is determined to have disclosed specific patient related information to the public without the permission of the patient or authorized patient representative, the City may terminate this agreement and forfeit Acadian's franchise status.

#### **Section 7** **Minimum Standards for Non-Emergency Ambulance Franchisees**

The City shall be the enforcing agency for the terms contained in this Agreement and may take the following actions:

1. inspect the premises, vehicles, equipment, and personnel of Acadian to assure compliance to this Agreement and perform any other inspections as deemed necessary by law or for the benefit of the public safety, health or welfare;
2. recommend to the city council the temporary or permanent suspension of a franchise in the event of non-compliance with the terms of this Agreement;

3. receive complaints from the public, other enforcing agencies, and others regarding any infractions allegedly committed by Acadian, and review or otherwise investigate any complaints, and recommend corrective action after Acadian has had a responsible time to respond to said allegations;
4. maintain all records of compliance with this Agreement and other applicable State and County regulations;
5. require Acadian to restore at its expense all public or private property to a condition equal to or better than that before being damaged or destroyed by Acadian.

### **Section 8** **Violations; Penalties**

The city council shall have the power and authority to review this franchise Agreement at anytime and to assess a penalty against Acadian for its failure to comply with the franchise Agreement, this charter, the ordinances of the City or the laws of the state. If in the opinion of the city council the requirements of the franchise Agreement, charter, ordinances or state law are not being complied with, the city council shall so notify Acadian in writing stating the provisions Acadian has failed to comply with and setting a time for a hearing and deadline for correction of the noncompliance. The city council may assess and enforce a reasonable penalty based upon the facts, issues and circumstances determined at the hearing if noncompliance is found. If Acadian does not correct the noncompliance within a reasonable time established by the city council for correction, the city council may impose penalties, place Acadian on probation, suspend the franchise or repeal or cancel the franchise. Penalties may be imposed and fines collected by the City as follows:

1. First offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed five hundred dollars (\$500.00) levied against Acadian, for which Acadian is responsible to pay or otherwise said franchise may be terminated by the city council.
2. Second offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed one thousand dollars (\$1,000.00) if within one (1) year of the first offense, levied against Acadian, for which Acadian is responsible to pay or otherwise said franchise may be terminated by the city council.
3. Third offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed two thousand dollars (\$2,000.00) if within one (1) year of the second offense, levied against Acadian, for which Acadian is responsible to pay or otherwise said franchise may be terminated by the city council.
4. Fourth and subsequent offenses: If within one (1) year of the third offense, City staff shall recommend to the city council permanent termination of the franchise, upon which city council may accept or deny staff recommendation, or at its discretion, the city council

may impose suspension, probation, or termination of the franchise and this Agreement.

**Section 9**  
**Default**

Exclusive of the penalties set forth hereinabove, Acadian shall be declared to be in default of this Agreement at the discretion of the city council if Acadian violates or contravenes in any of the terms or conditions of the Ordinance or this Agreement. The city council may terminate the franchise if Acadian is found to be in default.

**Section 10**  
**Majority vote**

Acadian may be liable for fines or other penalties set forth in this Agreement, including termination of its franchise, or found to be in default, only upon a finding by majority vote of the city council.

**Section 11**  
**State Permits and City Franchise Requirements**

Acadian, either as owner, agent, or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the non-emergency transportation of patients within the City unless and until Acadian holds a valid permit for each ambulance used in such ambulance service operation and has a valid franchise for the operation of such service by the City pursuant to this Agreement.

**Section 12**  
**Exemptions from Franchise Requirements**

No franchise shall be required for:

1. any entity rendering assistance to Acadian in the case of a disaster, major catastrophe, mutual aid, or emergency when the services franchised by the City are insufficient or unable to cope, and assistance has been requested by the City;
2. any entity other than the franchisee operated from a location or headquarters outside of the City limits, but transporting to facilities located within the City limits, or transporting patients within the City limits to locations outside of the City limits;
3. ambulances owned and operated by an agency of the United States Government;
4. vehicles owned and operated by EMS providers chartered by the State of Texas as corporations to operate in the City limits to provide emergency

medical services, or municipal EMS providers; or,

5. any entity other than franchisee providing emergency transportation services within the meaning of this ordinance that provides trauma transportation services in connection with a state-certified trauma transportation program.

### **Section 13** **Franchise Fees to City**

Acadian shall, during the life of said franchise, pay to the City, to the attention of the City's director of finance, three and one-half percent (3.5%) of the total amount billed to and collected from patients or customers for the non-emergency ambulance service fees and any other income derived from the operation of the non-emergency ambulance service within the City limits, which said remittance shall be made monthly on or before the tenth (10<sup>th</sup>) day of each calendar month. The compensation provided for in this Section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release Acadian from the payment of ad valorem taxes levied or to be levied on local property it owns. The purpose of the franchise fee is to fund the City monitoring Acadian's operations and for the cost of administrative staff, vehicle inspections, and wear and tear upon the City's roadways.

### **Section 14** **Quarterly Reports**

It shall be the duty of Acadian to file with the City's director of finance a sworn statement for each calendar quarter, which said statement shall report the total amount billed and collected for non-emergency ambulance service within the City limits for the preceding three (3) months, which statement shall be filed within ten (10) days following the end of the third month. Acadian herein shall be required to adequately maintain a system of bookkeeping, which books shall be subject to reasonable audits by the City in executive session and such skilled person or persons as the City may designate so as to enable the City to periodically check the accuracy of the accounts kept and to compute fairly and accurately the percentage of the amounts privately billed that may be due to the City from Acadian.

### **Section 15** **Cessation of Activity upon Termination of Franchise**

1. Upon cancellation, suspension, or termination of Acadian's franchise, by actions taken by either the city council or Acadian, Acadian shall immediately cease operations that are granted under the franchise.
2. Upon revocation, suspension, or termination of a driver's license or attendant's certification or Emergency Medical Technician certificate, such attendant shall cease to drive an ambulance, perform service, or attend an ambulance under the direction or authority of Acadian.

3. Acadian shall not permit any individual whose license or credentials are invalid to drive an ambulance or provide medical care in conjunction with the ambulance operator.

**Section 16**  
**Rates and Charges to Patients or Customers**

1. Acadian shall comply with the schedule of rates that Acadian has attached to this Agreement as EXHIBIT “B” and which is incorporated herein by reference. Acadian may amend the schedule of rates only upon the adoption of an ordinance approving said amendment.
2. On non-emergency calls, or calls where a person requires transportation to a non-emergency facility, collection for service (payment) may, at the option of Acadian, be made before the ambulance begins the trip.

**Section 17**  
**Insurance**

Prior to providing any Ambulance Services in the City limits, Acadian will provide proof of insurance coverage in the types, forms and amounts required by state law and this Agreement. Failure to maintain such insurance through the term of this Agreement will be cause for termination of the franchise granted herein. Acadian shall be required to obtain and maintain in effect throughout the term of this Agreement a public liability insurance policy in an amount of not less than \$1,000,000. A copy of the insurance policy shall be filed with the City’s finance director within 10 days of the grant of the franchise. Acadian shall not operate its service during any periods for which insurance lapses for any reason.

**Section 18**  
**Nondiscrimination**

No individual shall be denied or subjected to discrimination in the receipt of services for activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Material violation of this provision shall be considered a default of this Agreement.

**Section 19**  
**Records, Reports**

Acadian shall maintain the following records:

1. record of dispatch showing time call for transport was received, time ambulance dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base;
2. a trip record that shall be so designed as to provide the patient or customer with

a copy of it and that may serve as a receipt for any charges paid;

3. maintenance of a daily report log for the purpose of identifying all individuals transported in any given day;
4. daily driver and attendant checklist and inspection report which shall list contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment; and,
5. if private records are kept, including operational, vehicular maintenance, driver/attendant training certifications, insurance certifications, traffic compliance, accident records, financial, tax and related records, shall be open at any reasonable time for inspection and audit by the city manager or designee, or any professionally trained accountant/auditor; but Acadian may deem and mark certain materials as proprietary and confidential or protected by state or federal law, which may still be viewed by the city manager, designee or accountant/auditor representing the City but not disclosed to the general public unless a Texas Attorney General Ruling or court of competent jurisdiction so orders such a public release.

### **Section 20** **Transfer and Assignment**

This non-exclusive franchise Agreement and the rights, privileges, permissions, and authorities granted herein are personal to Acadian and cannot be sold, transferred, leased, assigned, or otherwise disposed without prior written approval from the City.

### **Section 21** **Private Ambulance Services Personnel**

Attendants and drivers employed by Acadian shall be:

1. at least eighteen (18) years of age;
2. a citizen of the United States;
3. licensed by the State of Texas to operate the vehicle occupied; and,
4. certified as having obtained any legally required training as may be required by any regulatory bodies having jurisdiction over the provision of private ambulance services to the general public.

### **Section 22** **Indemnification**

As a condition of the grant of this Agreement, and in consideration thereof, Acadian shall

defend, indemnify, and hold the City harmless against all claims for damages to persons, individuals or property by reason of its franchise operations, or any way arising out of performance under this Agreement, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of Acadian or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Acadian is by law responsible. This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Acadian and the City. In the event any claim is made against the City that falls under this indemnity provision, the City shall promptly but no later than five (5) business days, provide Acadian with the a copy of the claim with a written notice that such is deemed to fall under this provision. Acadian shall then take over the defense of the claim with attorneys of its and/or its insurer's choosing. Acadian shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Acadian has agreed by accepting this Agreement to indemnify and hold the City harmless, or to pay said settlement, final judgment, and costs, as the case may be, the City shall provide Acadian immediate written notice of such suit or proceeding, whereupon Acadian shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

### **Section 23**

#### **Compliance with Laws and Regulations**

During the term of this Agreement, the City and Acadian agree they will comply with all applicable state, federal and local laws and regulations. Failure to comply on the part of Acadian may be grounds for the imposition of penalties or sanctions, including up to termination of this Agreement. Failure to comply of the part of the City may be grounds for Acadian to terminate this Agreement without prior consent or approval by the City.

### **Section 24**

#### **No Waiver; Cumulative Remedies**

Acadian will not be excused from complying with any of the terms of conditions of this Agreement because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or Acadian to exercise, or delay in exercising, any right or remedy hereunder, nor will any single or partial exercise of any right or remedy preclude any other right or remedy. Acadian agrees that the City will have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Agreement and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement will impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City will not release Acadian from its obligations or any liability under this

Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by Acadian. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, will be construed to excuse faithful performance by Acadian or limit the liability of Acadian for damages, either to the full amount of the posted security or otherwise.

**Section 25**  
**Administration**

The city manager or designee will administer or direct the administration of this Agreement.

**Section 26**  
**Notices**

Any notice, request, or demand which may be or is required to be given under this Agreement will be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:

Acadian Ambulance Service of Texas, LLC  
D/B/A Acadian Ambulance Service  
ATTN: Mr. Richard Zuschlag, CEO & Chairman of the Board  
P. O. Box 98000  
Lafayette, LA 70509-8000

CITY OF KYLE, TEXAS (“CITY”):

City of Kyle  
ATTN: City Manager  
100 W. Center Street  
P.O. Box 40  
Kyle, TX 78640  
Fax: (512) 262-3987

**Section 27**  
**Governing Law**

This Agreement will be deemed to be executed in the City of Kyle in the State of Texas, and will be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Texas, as applicable to contracts entered into, and to be performed entirely with this State.

**Section 28**  
**Modification or Amendment**



This Agreement may not be modified, amended, or changed in any way unless such modification, amendment or change is approved by the city council, and the terms and conditions thereof expressed in a written document, signed by both parties.

**Section 29**  
**Entire Agreement**

The preparation, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding by and between the City and Acadian. There are no further or other agreements or understandings, written or oral, in effect between the City and Acadian relating to the subject matter of this Agreement unless such agreements or understandings are expressly referred to and incorporated herein.

**Section 30**  
**Corporate Authority**

The undersigned warrant that each has the requisite corporate authority to execute this Agreement and bind each party to the terms of this Agreement.

**Section 31**  
**Severability**

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on Acadian and the City.

**Section 32**  
**Effective Date**

This Agreement shall be in full force and take effect from and after the date of the final passage or the ordinance in which the Agreement is incorporated and upon the signing and attesting of said Agreement as witnessed below.

THE CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
W. Ken Johnson, City Attorney

ACADIAN COMPANIES  
D/B/A ACADIAN AMBULANCE SERVICE (“FRANCHISEE”)

By: \_\_\_\_\_  
James Mayer  
Title: \_\_\_\_\_

**EXHIBIT "B"**  
**ACADIAN SCHEDULE OF RATES**  
**(SEE ATTACHED)**

Acadian Ambulance Service, Inc.  
Pricing Catalog - 2015

**Transports**

|   |             |
|---|-------------|
| ALS2 Emergency                                  | \$ 1,365.00 |
| ALS1 Emergency                                  | 1,002.00    |
| ALS1 Non-Emergency                              | 972.00      |
| BLS Emergency                                   | 1,002.00    |
| BLS Non-Emergency                               | 640.00      |
| Specialty Care Base                             | 2,095.00    |
| Ambulance Response, treatment without transport | 210.00      |

**Mileage**

|                        |          |          |
|------------------------|----------|----------|
| Mileage - 0 - 50 miles | \$ 20.50 | Per mile |
| 51 - 100 miles         | 20.50    |          |
| 101 and over           | 20.50    |          |

**Ancillaries**

|   |          |
|---|----------|
| Airway Mgmt-Disposable Supplies                 | \$ 66.00 |
| Ambulance response, treatment without transport | 204.00   |
| Balloon Pump Administration                     | 525.00   |
| Bariatric Stretcher                             | 275.00   |
| BiPAP   | 928.00   |
| Burn Sheet                                      | 48.00    |
| Capnometer                                      | 94.00    |
| C-Collar  | 66.00    |
| CPAP devise with Manometer                      | 250.00   |
| Disaster Bag                                    | 311.00   |
| Disposable BVM                                  | 124.00   |
| Disposable Splint                               | 19.00    |
| Disposable Supplies/Environ. Protection         | 82.00    |
| EKG Monitor                                     | 154.00   |
| EKG Monitor-Disposable Supplies                 | 19.00    |
| EKG Monitor Pace Pads                           | 190.00   |
| EKG 12 Lead                                     | 154.00   |
| Endotracheal Intubation                         | 82.00    |
| EOA   | 82.00    |
| Extra Ambulance Attendant                       | 227.00   |
| Extra Unit Assistance Fee                       | 227.00   |
| EZ-IO Intraosseous Infusion - disposable needle | 376.00   |
| Glucose   | 19.00    |
| IV Set Up/Disposables                           | 82.00    |
| IVAC Pump                                       | 154.00   |
| King-LTD  | 59.00    |
| Mast Trousers                                   | 94.00    |
| Out of Service Area                             | 154.00   |
| Oxygen Mask/Set Up                              | 150.00   |
| O.B. Kit  | 94.00    |
| Poison Antidote Kit                             | 75.00    |
| Pulse Oximeter                                  | 94.00    |
| Rapid Infusion Catheter                         | 154.00   |
| Sterile Water                                   | 30.00    |
| Suction Equipment                               | 19.00    |
| Throplex Chest Drainage System                  | 229.00   |
| Ventilator                                      | 928.00   |

Visidex Strip / Regeant Strip 19.00

**Medication**

|                                   |          |
|-----------------------------------|----------|
| Adenocard 12 mg                   | \$ 66.00 |
| Amidate 2mg/ ml 20cc vial         | 41.00    |
| Amiodarone                        | 44.00    |
| Aminophyllin                      | 44.00    |
| Aspirin                           | 5.00     |
| Atropine Sulfate                  | 44.00    |
| Benadryl                          | 44.00    |
| Brethine                          | 44.00    |
| Bretyol                           | 82.00    |
| Calcium Chloride                  | 44.00    |
| D5W 1,000 CC                      | 66.00    |
| Decadron                          | 82.00    |
| Demerol/Meperidine                | 44.00    |
| Dextrose                          | 50.00    |
| Diltiazem                         | 46.00    |
| Dopamine                          | 66.00    |
| Epinephrine                       | 44.00    |
| Epinephrine 30mg                  | 66.00    |
| Fentanyl                          | 46.00    |
| Glucagon                          | 229.00   |
| Inderal (Propranolol)             | 44.00    |
| Ipratropium Bromide               | 44.00    |
| Isuprel                           | 50.00    |
| Ketamine Hcl, 10mg/ ml 20 ml vial | 66.00    |
| Ketorolac                         | 66.00    |
| Labetalol                         | 66.00    |
| Lasix                             | 5.00     |
| Lidocaine                         | 44.00    |
| Lidocaine, 20%                    | 50.00    |
| Lorazepam 2mgs                    | 66.00    |
| Magnesium Sulfate                 | 44.00    |
| Metoprolol                        | 44.00    |
| Morphine Sulfate                  | 9.00     |
| Narcan, 2mg                       | 107.00   |
| Nitro Tab                         | 5.00     |
| Nitroglycerin Injection           | 66.00    |
| Nitrol Ointment                   | 44.00    |
| Nitropress                        | 44.00    |
| Normal Saline 1,000 cc            | 66.00    |
| Phenylephrine                     | 44.00    |
| Ondansetron                       | 46.00    |
| Procainamide HCl                  | 44.00    |
| Promethazine                      | 44.00    |
| Albuterol (Nebulizer always used) | 44.00    |
| Racpinephrine                     | 44.00    |
| Ranitidine                        | 44.00    |
| Ringers Lactate 1,000 cc          | 82.00    |
| Sodium Bicarbs                    | 50.00    |
| Solu-Medrol 1 gram                | 66.00    |
| Succinylcholine 20 mg             | 5.00     |
| Thiamine                          | 44.00    |
| Toradol                           | 22.00    |
| Valium                            | 44.00    |
| Verapamil                         | 44.00    |
| Versed, 5mg/ ml 1 ml vial         | 33.00    |
| Zemuron 10 mg/ ml 10ml vial       | 66.00    |



# CITY OF KYLE, TEXAS

Meeting Date: 2/17/2015  
Date time: 7:00 PM

## Westbank Development - Zoning

### Subject/Recommendation:

*(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 2.44 acres of land from Agriculture 'AG' to Retail Service District 'RS', on property located at 1500 Dacy Lane, Lot 11A, in Hays County, Texas. (Westbank Development LLC - Z-15-001) ~ *Debbie Guerra, Planning Technician*

*The Planning and Zoning Commission voted 5-0 to recommend approval of the zoning request.*

### • PUBLIC HEARING

### Other Information:

OWNER/APPLICANT: Westbank Development, LLC  
LOCATION: 1500 Dacy Lane  
AREA: 2.44 acres  
EXISTING ZONING: AG (Agriculture)  
PROPOSED ZONING: R/S (Retail Service)

#### SITE INFORMATION:

Surrounding Zoning:

North: Hospital Services

South: Retail Service

East: Agriculture (interim zoning)

West: Hospital Services

FUTURE LAND USE DESIGNATION: Super Regional Node

Retail Services (RS) is a recommended use within the Super Regional Node.

PUBLIC INPUT: Notice of the proposed change was sent to property owners within 200' of the subject property.

At the Planning and Zoning commission meeting on February 10th one citizen spoke in favor of the request.

STAFF ANALYSIS: Background The property owner is seeking to sell the property as a commercial property to allow for the commercial development of the site. The potential buyer of the property is seeking

to construct a medical office building.

**PROPOSED ZONING DISTRICT:** The Retail and Services district allows for general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops, and the retail sale of goods and products (additionally any use permitted in CBD-1 or CBD-2 and RS districts).

**Legal Notes:**

**Budget Information:** N/A

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

**Attachments / click to download**

- [Ordinance with Exhibits A & B](#)
  - [Project Location Map](#)
  - [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 2.44 ACRES OF LAND FROM 'AG' AGRICULTURE TO 'RS' RETAIL SERVICE DISTRICT, ON PROPERTY LOCATED AT 1500 DACY LANE, LOT 11A, IN HAYS COUNTY, TEXAS. (WESTBANK DEVELOPMENT, LLC. Z-15-001); 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 2.44 acres from 'AG' Agriculture to 'RS' Retail Service District, on property located at 1500 Dacy Lane, Lot 11A, 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

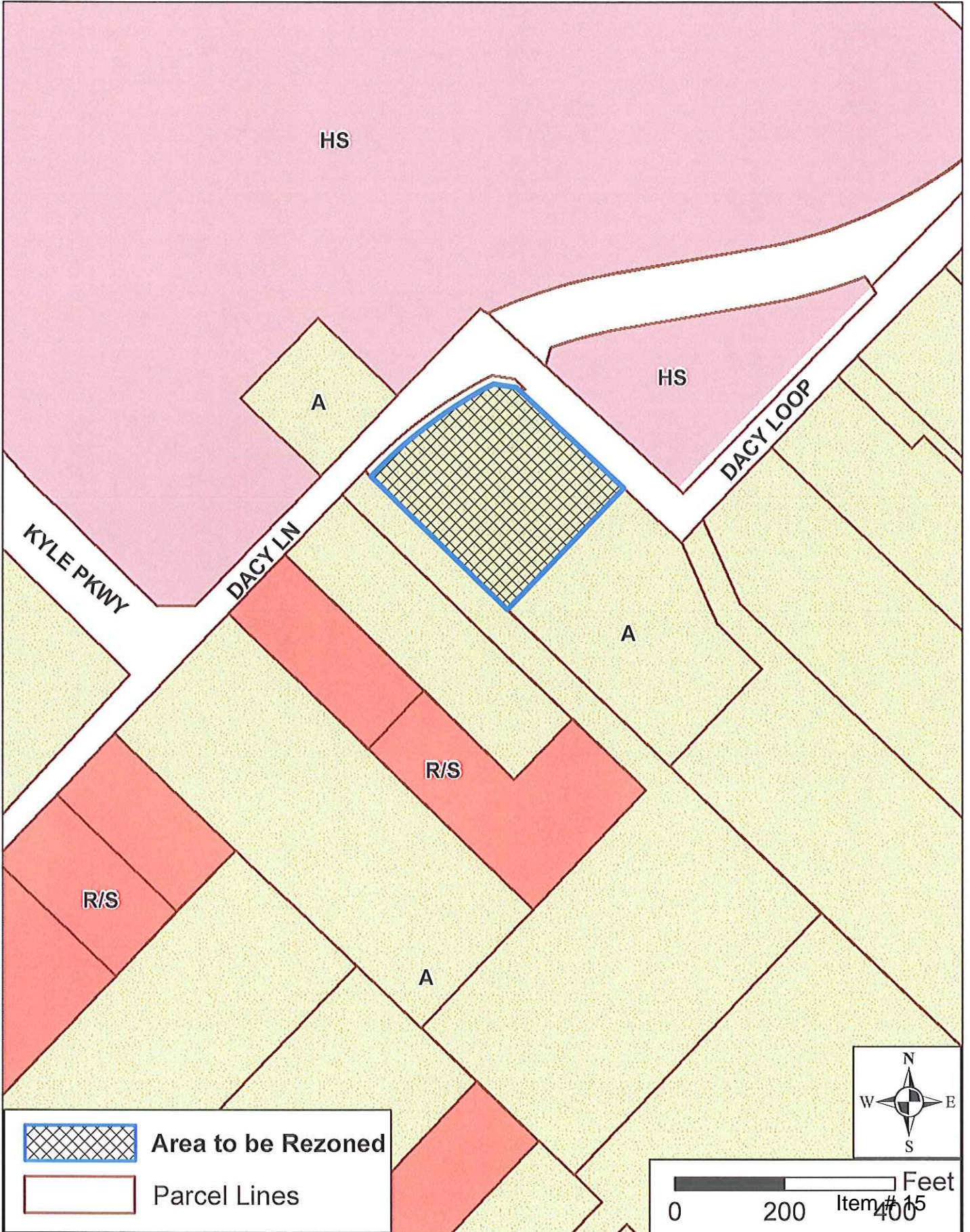
ATTEST:

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

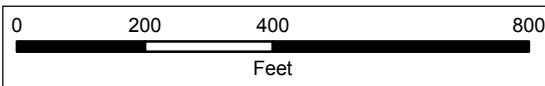
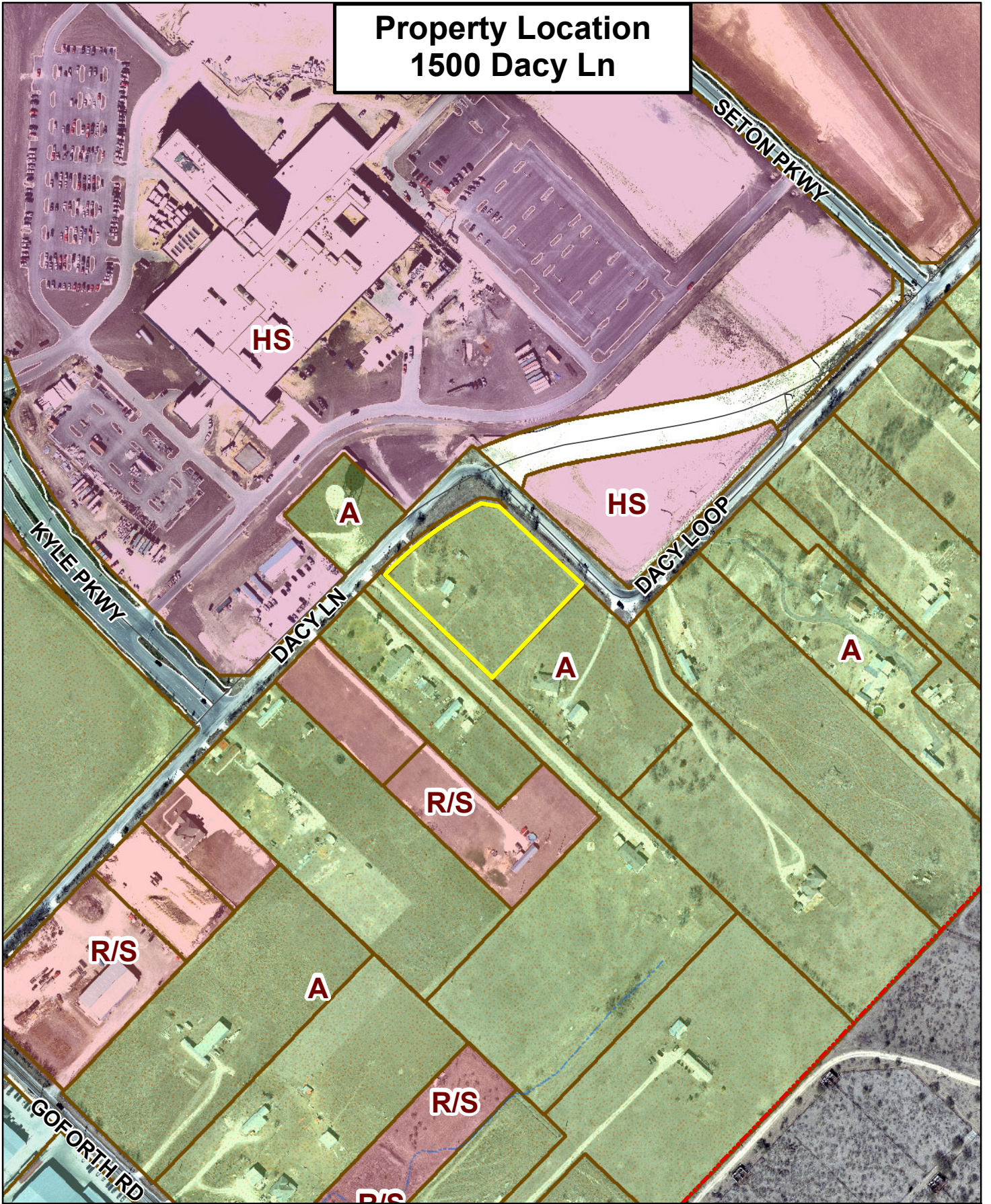
**EXHIBIT A**

KYLE HEIGHTS SECTION 2 REPLAT OF LOT 11A

# Exhibit B Z-15-001



# Property Location 1500 Dacy Ln



 Project Location

 Parcel Lines

February 17, 2015

*City Council*

Zoning

**Case Number: Z-15-001****Planning and Zoning Commission voted 5-0 to recommend approval of the zoning request.****OWNER/APPLICANT:** Westbank Development, LLC**LOCATION:** 1500 Dacy Lane**AREA:** 2.44 acres**PROPOSED CITY COUNCIL HEARINGS:** First Reading: February 17, 2015  
Second Reading: March 3, 2015**EXISTING ZONING:** AG (Agriculture)**PROPOSED ZONING:** R/S (Retail Service)**SITE INFORMATION:*****Surrounding Zoning:***

- *North: Hospital Services*
- *South: Retail Service*
- *East : Agriculture (interim zoning)*
- *West: Hospital Services*

***Future Land Use Designation:*** Super Regional Node

Retail Services (RS) is a recommended use within the Super Regional Node

**PUBLIC INPUT:**

Notice of the proposed change was sent to property owners within 200' of the subject property.

**At the Planning and Zoning meeting held on February 10<sup>th</sup>, one citizen spoke in favor of the request.****STAFF ANALYSIS:*****Background***

The property owner is seeking to sell the property as a commercial property to allow for the commercial development of the site. The potential buyer of the property is seeking to construct a medical office building.

February 17, 2015

*City Council*

Zoning

**Case Number: Z-15-001*****Proposed Zoning District***

The Retail and Services district allows for general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops, and the retail sale of goods and products (additionally any use permitted in CBD-1 or CBD-2 and RS districts).



# CITY OF KYLE, TEXAS

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

## TPWD Support Resolution

**Subject/Recommendation:**

A Resolution of the City of Kyle City Council requesting the members of the 84th legislative session of the State of Texas to support increases of funding for the Texas Recreation and Parks account and large county and municipality Recreation and Parks Account Local Park Grant Programs, and the Texas State Park System. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

**Other Information:**

This resolution is a tool to provide support to Texas Parks and Wildlife Department (TPWD) as they endeavor to pass legislation that will dedicate the sporting goods sales tax collections to the Texas Parks and Recreation Account (TPRA). This account funds not only maintenance and operations for TPWD, but also the Local Parks Grant program. This grant program is essential to many municipal parks and recreation departments. It helps with matching grant funds so park development can continue around the state. It also supports the restoration of the TRPA account by \$15.5 million. It was restored back to half of what it was initially before it was completely eliminated two biennium ago.

We have been fortunate enough to have been a recipient of a TPWD grant which helped us build Lake Kyle Park as well as the Gregg-Clarke Park Sports Complex. By supporting their effort, we can give back to TPWD. We hope to look to them once again to help us continue to build and improve our parks and trails.

**Legal Notes:** n/a

**Budget Information:** n/a



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

Attachments / click to download

 [Resolution](#)

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## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF KYLE CITY COUNCIL REQUESTING THE MEMBERS OF THE 84th LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM

WHEREAS, the Texas Parks & Wildlife Department (“TPWD”) administers the Texas Recreation & Parks Account Local Park Grant Program (“TRPA”) and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas; and

WHEREAS, TPWD has separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1629 projects of the 3,470 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

WHEREAS, the TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails; and

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State’s expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at Local and State parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 84th Texas Legislature.

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

1. That members of the 84th Legislature of Texas seek passage of legislation maximizing the use of revenues from the sporting goods sales tax and federal funds to increase funding for parks and recreation programs for both Local and State parks and that all TRPA and Urban Account funded park projects be subject to the established TPWD competitive scoring system.
2. That members of the 84th Legislature of Texas restore funding to the TRPA and Urban accounts in the amount of at least \$15.5 million per year.

PASSED AND APPROVED by the City of Kyle City Council on this the 17 day of February 2015.

APPROVED:

---

Mayor

ATTEST:

---

City Secretary

APPROVED AS TO FORM:

---

City Attorney



# CITY OF KYLE, TEXAS

## KY-TEX amended development agreement

Meeting Date: 2/17/2015  
Date time: 7:00 PM

### Subject/Recommendation:

Discuss and take possible action to approve an amended and restated development agreement between the city and KY-TEX Properties, LP.  
~ James Earp, Asst. City Manager

### Other Information:

- This agenda item is for the approval of a development agreement that amends and restates a prior development agreement with KY-TEX Properties, LP, originally adopted by Resolution #877 (09.03.2013).
- The original agreement provided that certain KY-TEX property in the ETJ would not be annexed for 15 years or until the property was to be developed. The property had to be used for agricultural or wildlife management to retain its non-annexation status.
- KY-TEX is now in negotiations with a third-party to purchase the property for future development of a residential planned community (Cypress Forest).
- This item provides that the property will be annexed only if the third-party buyer actually purchases the property; otherwise, the non-annexation status remains in place.
- KY-TEX is excepted from certain planning, zoning and other development ordinance requirements in order to allow the potential third-party buyer to do due diligence before actually buying the property; such exceptions are allowed under state law if a city and landowner agree. The third-party buyer has 180 days to perform its due diligence and buy the property or abandon its development project.
- The purchase of the property amounts to a voluntary annexation. However, if the property is not sold, it remains in the ETJ and is not annexed for the remaining 15 years granted under Resolution #877 if the property use is agricultural or wildlife management or until it is sold for development.
- This amended and restated agreement is necessary in order to allow the parties to agree to new terms due to the change in

circumstances, i.e., that KY-TEX is in negotiations with a potential developer, which alters annexation and development provisions of the original development agreement passed by council under Resolution #877. It also redefines which state law now controls the agreement between the city and the landowner (KY-TEX).

- The proposed amended and restated agreement and the prior Resolution #877 are attached.

*~ Ken Johnson, City Attorney*

**Legal Notes:**


**Budget Information:**

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

**Attachments / click to download**

 [Amended Agreement](#)

 [Resolution #877 09.03.2013 - original dev agrmnt](#)

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STATE OF TEXAS §  
 COUNTY OF HAYS §

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
 BETWEEN CITY OF KYLE, TEXAS, AND KYTEX PROPERTIES, L.P.**

This Amended and Restated Development Agreement (“Restated Agreement”) is by and between the City of Kyle, Texas, a home rule City situated in Hays County, Texas (the “City”) and KYTEX PROPERTIES, L.P., the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property described herein. The term “Parties” means the City and the Owner.

**RECITALS**

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

WHEREAS, in September 2013, the City and the Owner entered into that one certain Chapter 43 Texas Local Government Code Development Agreement recorded in Book 4820, Page 793, Official Public Records of Hays County, Texas (“Prior Agreement”);

WHEREAS, the recitals to the Prior Agreement state that the City had initiated the annexation of the Property before the City and the Owner entered into the Agreement pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

WHEREAS, the Prior Agreement provides that if the Owner sells the Property, the Property shall be voluntarily annexed to the City if the Property is intended to be used for development purposes; and,

WHEREAS, the Owner has the Property under contract to sell but does not want to lose the extra-territorial jurisdiction status of the Property if the sale does not close; and,

WHEREAS, due to changed circumstances, the Parties desire to amend and restate the Prior Agreement by terminating and removing the applicability of Section 43.035, Texas Local Government Code, except for subsection (d) of Section 43.035, to the Prior Agreement and by making the Restated Agreement pursuant to only Section 212.172, Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Restated Agreement, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

## ARTICLE 1 PURPOSES AND TERM

1.01 **Purpose.** This Restated Agreement modifies, amends and replaces the Prior Agreement in its entirety as of the effective date of this Restated Agreement.

1.02 **Authority.** Authority for the Owner and the City to enter into this Restated Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, (“Subchapter G”); and Chapter 395, Tex. Local Government Code (“Chapter 395”) and other statutes as may be applicable.

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

1.04 **Term.** The term of this Restated Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter, unless sooner terminated under this Restated Agreement as provided herein, (the “Term”). After the first Term, this Restated Agreement may be extended for successive five-year periods upon written agreement signed by the Owner and the City.

## ARTICLE 2 PRELIMINARY AND FINAL PLATS

2.01 **Generally.** All development applications relating to the Property will comply with the Code of Ordinances and other ordinances not codified of the City of Kyle (“Code”) as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City.

2.02 **Preliminary Plan.** The Owner may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Pursuant to Section 41-45 of the Code, the Owner may request the City, including the City’s Zoning and Planning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan.

2.03 **Subdivision Plats.** The Owner may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Owner may submit subdivision construction plans concurrently with a subdivision plat application.

2.04 **City Review and Approval.** In anticipation of the voluntary annexation of the Property, the City will not require the Owner to submit any development applications to Hays

County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property.

### **ARTICLE 3 ANNEXATION**

**3.01 Involuntary Annexation.** Except as provided in Section 3.02, the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Restated Agreement. Except as provided in this Restated Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Restated Agreement.

**3.02 Voluntary Annexation.**

(a) Owner may submit, at any time, a signed petition requesting the annexation of all or a portion of the Property.

(b) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is not withdrawn by the 180<sup>th</sup> day after the day of the City's acceptance of such application, then Owner's failure to withdraw any such application will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(c) If a preliminary plan, final plat or related development permit relating to the Property is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(d) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is withdrawn on or before the 180<sup>th</sup> day after the day of the City's acceptance of such application, then such withdrawn application will not constitute or be deemed a petition for voluntary application.

**3.03 Waiver of Owner's Rights Under § 43.035.** If the City Council begins annexation proceedings pursuant to Section 3.02, the Owner acknowledges and agrees that Section 43.052, Texas Local Government Code, does not apply to the City's annexation of the Property. Further, Owner agrees that voluntary annexation pursuant to Section 3.02 (a), (b) or (c) will constitute Owner's waiver of all rights Owner may have under Section 43.052, Texas Local Government Code.

**3.04 Change in Annexation Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Restated Agreement or the City's ability to annex the Property pursuant to the terms of this Restated Agreement.



## **ARTICLE 4 EXISTING USE**

**4.01 Existing Use.** Until a request for voluntary annexation is made in accordance with Section 3.02, Owner covenants and agrees not to use the Property for any use other than for agriculture or wildlife management, except for any now-existing single family residential use of the Property, without the prior written consent of the City. The City will not enforce any planning and development authority and regulations that interfere with the use of the Property for agriculture and wildlife management purposes. Until a request for voluntary annexation is made in accordance with Section 3.02, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the Parties can modify the description of the land subject to this Restated Agreement. This Section 4.01 expires upon the annexation of the Property by the City.

**4.02 Eminent Domain.** The City reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Section 212.172 Texas Local Government Code development agreement.

## **ARTICLE 5 ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS**

**5.01 Notice to Purchaser.** The Owner shall give written notice of this Restated Agreement to a prospective purchaser or grantee of any portion of the Property prior to such sale or conveyance. The Owner shall give the City written notice of such sale or conveyance; provided, however, this sentence will not apply to a sale or conveyance among the owners of the Property.

**5.02 Assignment of Owner Rights.** The Owner's rights and obligations under this Restated Agreement may be assigned in whole or part, subject to the prior written consent of the City, which shall not be unreasonably withheld, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event the Owner assigns all of its respective rights under this Restated Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective.

**5.03 Agreement Binding on Assigns.** This Restated Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an

assignment of fee ownership, in whole or in part, of the Property by the Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Restated Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to the Owner or the City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Restated Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

## **ARTICLE 6 MISCELLANEOUS**

**6.01 Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to a particular Party, as the case may be, at the address hereinafter stated; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, Texas 78640

Any notice mailed to the Owner shall be addressed:

KY-TEX PROPERTIES, L.P.  
C/O Clint Robinson  
2615 Western Trails Blvd.  
Austin, Texas 78745

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

**6.02 Multiple Originals.** The Parties may execute this Restated Agreement in one or more duplicate originals, each of equal dignity.

**6.03 Recordation.** This Restated Agreement shall be a covenant running with the Property and a copy of this Restated Agreement will be recorded in the Official Public Records of Hays County, Texas.

**6.04 Governing Law.** This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of

the Restated Agreement shall remain in full force and effect. This Restated Agreement is performable in Hays County, Texas.

**6.05 Termination or Amendment By Agreement.** This Restated Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Owner, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination.

**6.06 Damages; Waiver.** Whether in contract or tort or otherwise, the Owner agrees to waive all claims to damages and other remedies, including specific or strict performance, lost 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, if any, will be limited to amounts recoverable under §271.153 of the Texas Local Government Code.

**6.07 Enforcement.** This Restated Agreement may be enforced by the Owner but only as provided under §271.153 of the Texas Local Government Code or by the City by any proceeding at law or equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Restated Agreement thereafter.

**6.08 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

**6.09 No Third Party Beneficiary.** This Restated Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**6.10 Effective Date.** This Restated Agreement will be effective as of the date upon which all Parties have executed the Restated Agreement.

**6.11 Entire Agreement.** This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

OWNER:

KYTEX PROPERTIES, L.P.

By: \_\_\_\_\_  
Aubrey Gregg, \_\_\_\_\_

## ACKNOWLEDGEMENT

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Ken Johnson, City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

RESOLUTION NO. 877

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

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code" (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

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

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

**Section 2.** The City Council hereby approves the Development Agreement for approximately 133.925 acres of Land in Hays County, Texas that is generally located west of N. Old Stagecoach Road and north of Cypress Road (as shown in exhibit C and more specially described in exhibit B).

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


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

**FINALLY PASSED AND APPROVED** on this the 3rd day of September, 2013.

**ATTEST:**

  
Amelia Sanchez, City Secretary

**THE CITY OF KYLE, TEXAS**

  
Lucy Johnson, Mayor

877

**EXHIBIT A**  
**AGREEMENT**



STATE OF TEXAS       §  
                                   §  
 COUNTY OF HAYS       §

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

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

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

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

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

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

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

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

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

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

**Section 2.** The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

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

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

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

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

**Section 5.** In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

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

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

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

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

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

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

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

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

**Section 13.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.  
In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER

By: Aubrey Gregg N. G.P.

Name: KV-TEX PROPERTIES L.P.

Date: 8/16/13

THE STATE OF TEXAS §

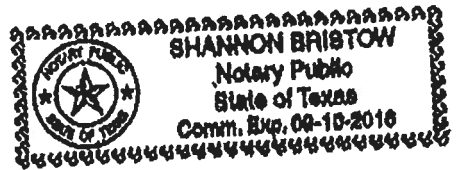
COUNTY OF HAYS §

This instrument was acknowledged before me on the 16<sup>th</sup> day of August 2013, by Aubrey Gregg, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Shannon Bristow

Notary Public, State of Texas

(NOTARY SEAL)



“CITY” City of Kyle, Texas

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

Name: Lanny Lambert

Title: City Manager

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

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HAYS       §

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

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

133.925 ACRES  
 SAMUEL PHARASS SURVEY, ABSTRACT NO. 360  
 JOHN PHARASS SURVEY, ABSTRACT NO. 361  
 HAYS COUNTY, TEXAS  
 ANNEXATION

#### FIELD NOTES

**BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL PHARASS SURVEY, ABSTRACT NUMBER 360, AND THE JOHN PHARASS SURVEY ABSTRACT NUMBER 361, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 135.78 ACRE TRACT OF LAND, CONVEYED TO KY-TEX PROPERTIES, AS TRACT 1 IN VOLUME 254, PAGE 848, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 133.925 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a point on the western right-of-way line of Old Stagecoach Road (R.O.W varies), also being in the eastern boundary line of said 135.78 acre tract, for the northeastern corner of a 0.805 acre tract conveyed to Martha Faye Prado in Volume 2257, Page 881 of the O.P.R.H.C.TX., for the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said 0.805 acre tract and the herein described tract, the following two (2) courses and distances, numbered 1 through 2,

1. S83°33'49"W, for a distance of 232.68 feet to a point for an interior ELL corner of the herein described tract, also being the northwestern corner of said 0.805 acre tract, and
2. S00°52'41"E, for a distance of 100.49 feet to a point for the southwestern corner of said 0.805 acre tract and the northwestern corner of a 1.055 acre tract conveyed to Audrey Oswalt in Volume 398, Page 261 of the O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 1.055 acre tract and the herein described tract, the following four (4) courses and distances, numbered 1 through 2,

1. S01°24'06"E, for a distance of 30.22 feet to a point,
2. S00°19'08"E, for a distance of 46.73 feet to a point,
3. S00°50'37"E, for a distance of 158.28 feet to a point for an interior ELL corner of the herein described tract, also being the southwestern corner of said 1.055 acre tract, and
4. N89°10'08"E, for a distance of 202.95 feet to a point on the common boundary line of said 135.78 acre tract and the western right-of-way of said Old Stagecoach Road, for the southeastern corner of said 1.055 acre tract,

**THENCE**, with the western right-of-way of said Old Stagecoach Road, common to the eastern boundary of said 135.78 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S18°01'00"W, for a distance of 475.30 feet to a point,
2. S09°24'00"E, for a distance of 40.97 feet to a point, and
3. S16°30'00"E, for a distance of 1287.26 feet to a point on the western R.O.W. line of said Old Stagecoach Road, also being in the northern R.O.W. line of C.R. 225, also known as Cypress Road, (R.O.W varies), common to a southeastern boundary line of said 135.78 acre tract for the easternmost corner of the herein described tract,

**THENCE**, with said southeastern boundary line of said 135.78 acre tract, common to the northern right-of-way line of said C.R. 225, S58°27'00"W, for a distance of 11.41 feet to a point,

**THENCE**, with the common northern right-of-way line of said C.R. 225 and the southern boundary line of said 135.78 acre tract, N64°44'00"W, for a distance of 468.06 feet to a point for the southeastern corner of an 8.95 acre tract conveyed to Mary Lee Gipson in Volume 719, Page 89 of the O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 8.95 acre tract and said 135.78 acre tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N21°09'00"E, for a distance of 218.92 feet to a point for an interior ELL corner of the herein described tract,
2. N74°32'00"W, for a distance of 682.19 feet to a point for the northernmost corner of said 8.95 acre tract,
3. S47°08'00"W, for a distance of 427.34 feet to a point,
4. S61°35'00"W, for a distance of 97.82 feet to a point,
5. S49°40'00"W, for a distance of 370.90 feet to a point,

133.925 ACRES  
 SAMUEL PHARASS SURVEY, ABSTRACT NO. 360  
 JOHN PHARASS SURVEY, ABSTRACT NO. 361  
 HAYS COUNTY, TEXAS  
 ANNEXATION

6. S53°29'00"W, for a distance of 14.52 feet to a point,
7. S61°13'00"W, for a distance of 166.97 feet to a point, and
8. S69°49'00"W, for a distance of 74.91 feet to a point on the northern right-of-way line of said C.R. 225, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said C.R. 225 and said 135.78 acre tract, the following nine (9) courses and distances, numbered 1 through 9,

1. N68°09'00"W, for a distance of 96.92 feet to a point,
2. N62°31'00"W, for a distance of 79.55 feet to a point,
3. N47°40'00"W, for a distance of 145.23 feet to a point,
4. N45°55'00"W, for a distance of 437.52 feet to a point,
5. N14°47'00"W, for a distance of 516.59 feet to a point,
6. N33°12'00"W, for a distance of 48.34 feet to a point,
7. N54°55'00"W, for a distance of 49.91 feet to a point,
8. N78°24'00"W, for a distance of 477.09 feet to a point, and
9. N39°15'00"W, for a distance of 155.29 feet to a point on the southeastern boundary line of a 195.14 acre tract conveyed to The State of Texas in Volume 2965, Page 484 of the O.P.R.H.C.TX., for the westernmost corner of said 135.78 acre tract, also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 135.78 acre tract and said 195.14 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N50°32'00"E, for a distance of 1590.47 feet to a point,
2. N50°33'00"E, for a distance of 420.55 feet to a point,
3. N27°18'00"E, for a distance of 50.08 feet to a point for an interior ELL corner of said 195.14 acre tract,
4. S41°53'00"E, for a distance of 40.20 feet to a point for an interior ELL corner of the herein described tract,
5. N50°32'00"E, for a distance of 1572.07 feet to a point, and
6. N52°07'00"E, for a distance of 21.98 feet to a point for the northernmost corner of the herein described tract,

THENCE, leaving the common boundary line of said 195.14 acre tract and said 135.78 acre tract with a northeastern boundary line of said 135.78 acre tract, S48°29'00"E, for a distance of 46.62 feet to a point on the western right-of-way line of said Old Stagecoach Road,

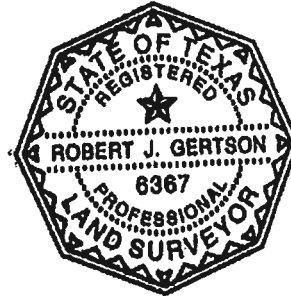
THENCE, with the common boundary of the western right-of-way of said Old Stagecoach Road and said 135.78 acre tract, the following two (2) courses and distances, numbered 1 through 2:

1. S14°41'00"E, for a distance of 382.58 feet to a point, and
2. S06°00'00"E, for a distance of 971.83 feet to the POINT OF BEGINNING, and containing 133.925 acres of land.

SURVEY WAS PERFORMED FROM RECORD INFORMATION FOUND IN VOLUME 254, PAGE 848 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: \_\_\_\_\_

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







**EXHIBIT C**

**PROPERTY MAP**



|          |   |   |  |  |  |
|----------|---|---|--|--|--|
| <br><br> | <p>Parcel Lines</p> <p>Proposed Annexations</p> <p>Current Kyle City Limits</p> | <p>on N Old Stagecoach Rd<br/>and Cypress Rd<br/>HaysCAD ID# R16956</p> |  |  | <p>0 500 1,000 2,000</p> <p>Feet</p> <p>Item #17</p> |
|----------|---|---|--|--|--|



# CITY OF KYLE, TEXAS

## Development Agreement between City and Scott Felder Homes

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Discuss and take possible action to approve a development agreement between the city and Scott Felder Homes, LLC. ~ *James Earp, Asst. City Manager*

### Other Information:

- This item is a development agreement between Scott Felder Homes, LLC, and the city.
- Scott Felder Homes, LLC, is in negotiations to purchase property and develop a planned unit development to be known as Cypress Forest.
- This agreement is made under Local Gov't Code Chpt. 212, which allows the city to enter "development agreements" that allow a developer flexibility in complying with certain development and zoning criteria found in city ordinances. The goal is to promote and enhance the development of master-planned communities and to include certain amenities that the city and developer agree upon.
- The city already partners by way of development agreements with other master-planned communities, including Plum Creek, Sunset Ridge, Sunset Hills, Meadows at Kyle, among other PUDs.
- This agreement allows developer 180 days to perform due diligence to determine whether it will buy the property in question. If developer buys the property, the property will be voluntarily annexed. If not purchased, the property will remain in the city's ETJ.
- Developer will pay parkland fees and other development fees to the city.
- Amenities to be provided by developer include masonry and decorative metal fencing; HOA; pedestrian scale lighting; landscaping and street lighting in a style similar to other current master-planned communities; hike-and-bike trails; ~~community~~ center; and other amenities.

- All infrastructure and improvements will be paid for by developer, subject to approval and acceptance by the city, and dedicated to the city. City will provide water and wastewater and developer will comply with city's storm water management plan.

**Legal Notes:**

**Budget Information:**

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

**Attachments / click to download**

|  |
|--|
| <input type="checkbox"/> <a href="#">Agreement</a> |
| <input type="checkbox"/> <a href="#">EXHIBIT A</a> |
| <input type="checkbox"/> <a href="#">EXHIBIT B</a> |
| <input type="checkbox"/> <a href="#">EXHIBIT C</a> |
| <input type="checkbox"/> <a href="#">EXHIBIT D</a> |
| <input type="checkbox"/> <a href="#">EXHIBIT E</a> |

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STATE OF TEXAS           §  
   §  
 COUNTY OF HAYS         §

**DEVELOPMENT AGREEMENT  
 BETWEEN CITY OF KYLE, TEXAS, AND SCOTT FELDER HOMES, LLC**

This Development Agreement (“Agreement”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and Scott Felder Homes, LLC (the “Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

**RECITALS**

WHEREAS, Developer intends to purchase a parcel of real property (the “Property” or “Parcel”) in Hays County, Texas, which is more particularly described in the attached Exhibit “A”;

WHEREAS, on February \_\_, 2015, the City and KYTEX Properties, the owner of the Property, entered into that one certain Section 212.172 Texas Local Government Code Development Agreement recorded in Book \_\_, Page \_\_, Official Public Records of Hays County, Texas (“Prior Agreement”);

WHEREAS, the City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the Parties agree that the extension of centralized utilities to new development provides superior environmental protections to those available from individual water wells and septic systems;

WHEREAS, the city council has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public; and,

WHEREAS, for the above reasons Developer and the City desire to amend and restate the Prior Agreement.

**NOW, THEREFORE**, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed

herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

**ARTICLE 1**  
**PURPOSE, AUTHORITY, TERM AND BENEFITS**

**1.01 Purpose.** This Agreement modifies, and amends any Prior Agreement as agreed upon herein by the Parties.

**1.02 Authority.** Authority for Developer and the City to enter into this Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, (“Subchapter G”), Chapter 395 of the Tex. Local Government Code; and such other statutes as may be applicable.

**1.03 Project Defined.** The Project established by the Agreement includes a master-planned residential subdivision that will include single family lots, amenity area(s) with recreational facilities, and future commercial development sites along Old Stage Coach Road. The Project, includes the subdivision of the Property, the construction of off-site and on-site utility facilities and Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the “Project”). The Project may include multiple phases for platting and construction purposes.

**1.04 Benefits.**

(a) The City desires to enter into this Agreement to provide additional control to the development standards for the Property, to allow potential purchasers of the Property to submit preliminary plan and final plat applications to the City for review, and to assess the development viability of the Property without requiring or causing the annexation of the Property except as provided for under ARTICLE 5 of this Agreement.

(b) This Agreement provides: (i) for the submittal and review of preliminary plans and final plats for the Property without submitting a request for voluntary annexation of the Property; (ii) alternative standards under certain City ordinances for the benefit of the Property but only as allowed under Section 212.172 of the Tex. Local Government Code; (iii) the City’s commitment to provide water and wastewater service to Property based on the Concept Plan; and (iv) alternative standards regarding perimeter streets. The City’s execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer’s execution of this Agreement constitutes a valid and binding obligation of the Developer.

**1.05 Term.** The term of this Agreement will commence on the Effective Date and continue for 180 days, unless Developer acquires title to the Property and delivers a copy of the recorded deed to the City within said 180 day period. If Developer acquires title to the Property and delivers a copy of the recorded deed to the City within said 180 days, then the term of this Agreement shall be fifteen (15) years from the Effective date (“Term”). After the first Term, this Agreement may be extended for successive five-year periods upon written agreement signed by Developer and the City.

**1.06 Control of Development.** Developer intends to develop the Property in a manner which results in enhancing the tax base of the City. Notwithstanding any provision of the Code of Ordinances or uncodified ordinances of the City (the “Code”) to the contrary, the timing and sequencing of the development of the Property will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

## **ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES**

**2.01 Generally.** Except as provided in this Agreement, all development applications and development of the Property will comply with the Code, as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City. If there is any conflict between the terms of this Agreement and the Code, the specific terms of this Agreement will control.

**2.02 Residential.** The Parties agree that Developer shall be temporarily granted an R-1-2 zoning classification. Except as provided in this Agreement, the Property shall be subject to use and development standards as if subject to the City’s R-1-2 zoning district. Notwithstanding the requirements in Chart 1 in Chapter 53 of the Code, the maximum number of fifty-five foot (55’) wide single family residential lots allowed to be subdivided on the Property will be twenty-five percent (25%) of the total number of single family residential lots shown on the preliminary plan approved for the Property. For purposes of clarifying the preceding sentence, there is no limit to the number of fifty-five foot (55’) wide lots that may be contained in an individual final plat so long as the cumulative total of fifty-five foot (55’) wide single family residential lots contained in all recorded final plats of the Property do not exceed twenty-five percent (25%) of all single family lots shown on the approved preliminary plan. A property owners association neighborhood park, including, an amenity center and swimming pool for the residents living on the Property, is a permitted use of the Property.

**2.03 Commercial.** Notwithstanding Section 2.02 above, approximately 2.598 acres of the Property, as described in the attached Exhibit “B,” shall be subject to use and development standards as if subject to the City’s RS zoning district.

**2.04 Concept Plan.** Developer has submitted to the City a concept plan for the subdivision and development of the Property. A copy of the concept plan is attached hereto and incorporated herein for all purposes as Exhibit “C” (the “Concept Plan”). The Concept Plan shows five (5) phases for platting. Pursuant to Section 212.172, Tex. Local Government Code, Developer hereby confirms that the Concept Plan for the subdivision of the Property complies with the City’s Subdivision Ordinance requirements for concept plans, the zoning district regulations applicable to the Property as set forth in this Agreement, and the City’s Comprehensive Master Plan. The Concept Plan constitutes a development plan for the Property, as provided in Subchapter G.

Subject to the allowable uses set forth in Sections 2.02 and 2.03, a) the total allowable level of development of the Property shall be limited by the number of Living Unit Equivalentents (“LUEs”)



as measured for water and wastewater service connections, and b) the intensity and timing of development within the Property will be determined solely by Developer; provided, however, that the intensity of development of the Property shall not exceed 370 LUEs. So long as Developer does not increase the total level of allowable development, as measured by water and wastewater service connections, Developer may amend the Concept Plan and may amend the layout of lots and on-site infrastructure to serve the Project in compliance with this Agreement. The Concept Plan will be effective for the Term of this Agreement.

**2.05 Preliminary Plan.** Developer may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. The preliminary plan must comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth in Sections 2.02 and 2.03. The preliminary plan may show lot layouts and street alignments different than shown in the Concept Plan so long as the total level of development, as measured by water and wastewater service connections, does not increase above 370 LUEs. Developer may request the City, including the City's Planning and Zoning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan. If the preliminary plan application complies with the terms of this Agreement, the City will approve the preliminary plan upon the request of Developer.

**2.06 Subdivision Plats.** Subdivision plats may be approved and constructed in one or more sections. Developer may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Developer may submit subdivision construction plans concurrently with a subdivision plat application.

**2.07 City Review and Approval.** This Agreement shall govern the review and approval of preliminary plans, subdivision plats, subdivision construction plans and other approvals, variances or other municipal authorizations hereafter required or requested by Developer. In anticipation of the voluntary annexation of the Property, the City does not require Developer to submit any application to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property if the final plats, subdivision construction plans and site development permits for the Property comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth herein. The City will approve applications for preliminary plans, subdivision plats and site development permits for the Property if Developer has made a request or petition for voluntary annexation pursuant to Sections 5.02(a) or (b) below, and said applications are in accordance with the requirements of this Agreement. Preliminary plans, subdivision plats, subdivision construction plans, and site development plans hereafter approved pursuant to this Agreement shall expire on the latter of the expiration of this Agreement or the date established by the Code.

**2.08 Parkland Fees.** A parkland fee in the amount of One Thousand Two Hundred Dollars (\$1,200.00) will be paid to the City for each dwelling unit in satisfaction of Section 41-147 of the Code. The City reserves the right to expend the funds as it deems appropriate, but Developer's preference is that the City will allocate and use all parkland fees collected with respect to the Property for improvements to Gregg-Clarke Park. Developer shall make this

payment to the City based on the number of residential lots in the final plat of each developed phase before the City records said final plat.

**2.09 Other Fees.** Except for fees or expenses otherwise specifically provided for in this Agreement, all fees required by the Code will be paid in accordance with the Code.

**2.10 Fencing.** Developer shall construct and maintain, repair or replace a six foot (6') tall masonry fence adjacent to Cypress Road on residential lots abutting Cypress Road. Owner shall construct and maintain, repair or replace a six foot (6') tall decorative metal fence along Cypress Road on parkland, open space and drainage facilities. These fences will not be dedicated or conveyed to the City. Developer may assign to a property owners association the obligation to maintain, repair or replace said as required by the Code.

**2.11 Additional Amenities.** Developer shall provide additional amenities to the Property as follows. Such amenities shall be provided for each phase of development as it is developed. Additional amenities include:

(a) Developer shall form a property owners association as a non-profit corporation ("POA") at the completion of the first phase of development, and the POA shall require dues and be responsible for the maintenance, repair and replacement of any and all amenities, including all common spaces, made available to occupants of the Property;

(b) Street lighting in compliance with the street lighting plan attached hereto as Exhibit "E." The attached street lighting plan will not require approval by the Planning and Zoning Commission;

(c) Landscaping plan for each final plat similar in style to in other planned communities such as Plum Creek or Hometown Kyle . The landscaping plan will be subject to approval by the city engineer, which approval will not be unreasonably denied, delayed or conditioned; and

(d) Developer's compliance with the Stormwater Management Plan adopted by the City.

### **ARTICLE 3 PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE**

**3.01 Perimeter Streets.** The requirements of Section 41-137(p) of the Code apply to the Project except as provided in this Section 3.01. In lieu of Section 41-137(p)(1)(b) and (2)(b) of the Code, Developer will pay to the City the sum of \$1,545.00 for each residential lot subdivided on the Property. Developer shall make this payment to the City based on the number of residential lots in a final plat before the City records said subdivision plat.

**3.02 Multi-Purpose Trail.** Developer shall post with the City fiscal surety (cash, bond or letter of credit) in an amount equal to the cost of the design, engineering and construction of a concrete, ten foot (10') multi-purpose trail along Cypress Road adjacent to the

Property (“Trail”). Developer will have no responsibility or obligation to maintain, operate, repair or replace the Trail.

**3.03 Subdivision Infrastructure.** All streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure within the Property will be constructed by Developer to meet Code standards and will be dedicated and conveyed to the City at no cost to the City.

**3.04 Satisfactory Completion of Developer Improvements.** The term “Developer Improvements” includes Subdivision Infrastructure and Utility Improvements, as defined herein. Upon completion of construction of each of Developer Improvements, Developer shall provide the City with final “record” drawings of the Developer Improvements, in both hard copy and digital (PDF or CAD, as requested by the City). Developer’s engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of Developer Improvements within ten (10) business days. The City shall within ten (10) business days of conducting the final inspection provide a list of deficiencies found in the inspection so that when the deficiencies are corrected, Developer Improvements will meet the requirements for acceptance by the City for ownership, operation and maintenance. Developer shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect Developer Improvement within ten (10) business days, and if all deficiencies have been remedied to the City’s satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developer stating that Developer Improvement has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept Developer Improvement for ownership, operation and maintenance.

**3.05 City Acceptance of Developer Improvements.**

(a) As a precondition to the City’s final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and content reasonably acceptable to the City, to evidence the City’s ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to Developer Improvement to be accepted will also be delivered to the City. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City’s acceptance of Developer Improvement.

(b) Upon the City issuing a Letter of Satisfactory Completion, Developer shall dedicate the Developer Improvement to the City. The City shall accept each such completed Developer Improvement for ownership, operation and maintenance within twenty-one (21) business days of Developer’s dedication of the Developer Improvement to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement.

**3.06 City to Own, Operate and Maintain Developer Improvements.** From and after the time of the City’s final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same; provided, however, decorative street lights will be maintained by

Developer and then the POA. Upon the City's acceptance of all the Developer Improvements within a particular subdivision plat and the City's acceptance of water and wastewater service lines within said recorded final plat, Developer shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that the City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements.

## **ARTICLE 4 WATER AND WASTEWATER SERVICE**

**4.01 Intent of the Parties Regarding Utility Services.** As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service connections for 370 LUEs water and wastewater service to the Property. The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing 370 LUEs of water service to the Property in accordance with the terms of this Agreement. The Parties acknowledge that the Property will build out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. Developer acknowledges that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Developer further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Developer requires certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement. The Parties acknowledge that the design engineering and construction of an operational utility improvement can require two (2) or more years.

### **4.02 General Conditions For Connections to the City Utility System.**

(a) The Parties acknowledge that the City cannot deliver water and wastewater services to the Property unless the "Off-Site Sewer Force Main," as described in the attached Exhibit "D", is constructed in accordance with City approved plans and specifications then accepted by the City. The City acknowledges, in proceeding with the construction of the Off-Site Sewer Force Main, that Developer is relying on the City's performance of the City's obligation to timely provide 370 LUEs of water and wastewater service to the Property in accordance with the terms of this Agreement.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service connection to land within the Property; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to any portion of the Property; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities

that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than 370 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

**4.03 Service Commitment.** Subject to the completion of the Off-Site Sewer Force Main, the City hereby commits 370 LUEs of water and wastewater service to the Property. Developer may record subdivision plats subject only to the construction of Subdivision Infrastructure for such plats and the Off-Site Sewer Force Main.

**4.04 Service Connections.** The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City.

**4.05 Utility Improvement Construction Obligations.**

(a) **Developer.** Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property and the Off-Site Sewer Force Main (collectively, the "Utility Improvements").

(b) **Developer Funding.** Developer will pay to the City a sum in an amount of one hundred twenty-five thousand dollars (\$125,000.00) for the design and engineering of the expansion of the City's 1626 water pump station improvements. Developer will pay said amount at the time the 200<sup>th</sup> residential lot is platted.

**4.06 Service Units Defined.** The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City's applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on Chapter 50 ("Utilities"), Article VI, of the Code, which is incorporated into this Agreement for the limited purposes set forth in this Agreement.

**4.07 Use of City Property and Easements.** The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct an Developer Improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City's consent is subject to City approval of the location of a Utility Improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights of way and easements. The City agrees to cooperate and support Owner's acquisition of necessary easements from third parties as determined by the city council.

**4.08 Easement Acquisition.** The Utility Improvements and related easements are necessary and required by the City for the City to provide water and wastewater service to the Property. The City further agrees that there exists a public necessity for the construction of the

Utility Improvements; therefore, the City agrees to cooperate and support Developer's acquisition of necessary easements from third parties.

**4.09 Use of Condemnation.** The city council has found that the development of the Property in compliance with this Agreement will benefit the economy of the City and serve the best interests and welfare of the public. Therefore, if Developer determines that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install a Utility Improvement required by the City pursuant to this Agreement, Developer will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law. The City will act on such a request within sixty (60) calendar days. If the city council makes a finding that such requested easement is necessary to accomplish a public purpose and is otherwise lawful, the city council may exercise its powers of eminent domain to attempt to acquire the requested easement. The Parties agree to work cooperatively toward allowing the initiation of construction of a Developer Improvement on an easement being acquired by the City at the earliest time lawfully permitted. Developer shall be responsible for all costs incurred for the acquisition of the easement or land necessary for the construction of Utility Improvements outside of the Property, whether by condemnation or conveyance in lieu thereof, including the City's attorney's fees, legally-required bonds, and deposits required by the City. If the city council seeks condemnation, it will use reasonable efforts to pursue such within the minimum time allowed under state law.

## **ARTICLE 5 ANNEXATION**

**5.01 Involuntary Annexation.** Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Agreement.

### **5.02 Voluntary Annexation.**

(a) Developer may submit, at any time, a petition requesting the annexation of all or a portion of the Property.

(b) Developer agrees that if a preliminary plan, final plat or related development document is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Developer, and the Property will be subject to annexation at the discretion of the city council. Developer agrees that such annexation shall be deemed voluntary and Developer hereby consents to such annexation as though a petition for such annexation had been tendered by Developer.

(c) If the city council begins annexation proceedings pursuant to this Section 5.02, Developer acknowledges that Section 43.052, Texas Local Government Code does not apply to the City's annexation of the Property. Further, Developer agrees that a request for voluntary annexation pursuant to Section 5.02 (a) or (b) will constitute Developer's waiver of all rights Developer may have under Section 43.052, Texas Local Government Code.

**5.03 Municipal Service Plan.** The Parties agree to be bound and obligated to a municipal service plan (“Plan”) negotiated by and between the Parties that is sufficient and adequate and hereby binds and obligates Developer, its grantees, successors, purchasers or assigns to install water, wastewater and drainage infrastructure required by this Agreement to service the Property and upon acceptance by the City, the City shall be obligated from such dedication and acceptance to maintain the infrastructure and to provide services. The Plan will be used as the municipal service plan when the City annexes the Property. The City intends to annex the Property within ninety (90) days after the date of the first reading on the ordinance annexing the Property, if such annexation is approved and adopted by the city council. If the Plan conflicts with this Agreement, the Agreement shall control.

**5.04 Land Use Upon Annexation.** On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered for the uses and development standards set forth in this Agreement. Developer may make application for the zoning of the Property at any time but not later than thirty (30) days after the effective date of the annexation. Upon the adoption of permanent zoning for the Property, the applicable City Code provisions will be subject to the terms, provisions and conditions of this Agreement.

## **ARTICLE 6**

### **ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS**

**6.01 Assignment of Developer Rights.** Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer’s rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

**6.02 Lot Conveyance Not an Assignment.** The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

**6.03 Agreement Binding on Assigns.** This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees

and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

## **ARTICLE 7 DEFAULT AND NOTICE**

**7.01 Notice and Opportunity to Cure.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**7.02 Remedies for Default.** Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies, including specific or strict performance, lost 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; provided, however, Developer may enforce this Agreement as provided under §245.006 of the Texas Local Government Code.

**7.03 Enforcement.** The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph 7.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**7.04 Litigation.** In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

**7.05 Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to



Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, Texas 78640

Any notice mailed to the Developer shall be addressed:

Scott Felder Homes  
6414 River Place Blvd, Ste. 100  
Austin Texas 78730

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

## **ARTICLE 8 PROPERTY AND MORTGAGEE OBLIGATIONS**

**8.01 Mortgage Acceptance.** Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

**8.02 Mortgage Protection.** This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project, subject to the terms and provisions of Section 8.01. The City understands that a lender providing financing of the development of the Property (“Lender”) may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders’ representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

- (a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.

(b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 7.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

**8.03 Certificate of Compliance.** Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and

(c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

## ARTICLE 9 MISCELLANEOUS

**9.01 Multiple Originals.** The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

**9.02 Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**9.03 Recordation.** A copy of this Agreement will be recorded in the Official Public Records of Hays County, Texas.

**9.04 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

**9.05 Termination or Amendment By Agreement.** This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination.

**9.06 No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

**9.07 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**9.08 Effective Date.** This Agreement, except Article 2 (DEVELOPMENT STANDARDS AND REVIEW PROCEDURES), 3 (PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE), 4 (WATER AND WASTEWATER SERVICE), and 5 (ANNEXATION) is legally effective and enforceable upon the execution of this Agreement by both parties. Articles 2, 3, 4 and 5 of this Agreement will become legally effective and binding on the parties only upon Developer acquiring title to the Property and Developer delivering to the City a copy of the deed recorded in the Official Public Records of Hays County, Texas that conveys title to Developer.

SIGNED and executed this 18<sup>th</sup> day of February, 2015.

DEVELOPER:  
Scott Felder Homes, LLC.

By: \_\_\_\_\_  
Steve Krasoff, President

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Ken Johnson, City Attorney

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of Scott Felder Homes, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**DESCRIPTION OF COMMERCIAL PARCEL**

# **EXHIBIT C CONCEPT PLAN**

**EXHIBIT D**  
**OFF-SITE SEWER FORCE MAIN DESCRIPTION**



**EXHIBIT E**  
**STREET LIGHTING PLAN**

# EXHIBIT A

133.925 ACRES  
 SAMUEL PHARASS SURVEY, ABSTRACT NO. 360  
 JOHN PHARASS SURVEY, ABSTRACT NO. 361  
 HAYS COUNTY, TEXAS  
 ANNEXATION

## FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL PHARASS SURVEY, ABSTRACT NUMBER 360, AND THE JOHN PHARASS SURVEY ABSTRACT NUMBER 361, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 135.78 ACRE TRACT OF LAND, CONVEYED TO KY-TEX PROPERTIES, AS TRACT 1 IN VOLUME 254, PAGE 848, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 133.925 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point on the western right-of-way line of Old Stagecoach Road (R.O.W varies), also being in the eastern boundary line of said 135.78 acre tract, for the northeastern corner of a 0.805 acre tract conveyed to Martha Faye Prado in Volume 2257, Page 881 of the O.P.R.H.C.TX., for the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said 0.805 acre tract and the herein described tract, the following two (2) courses and distances, numbered 1 through 2,

1. S83°33'49"W, for a distance of 232.68 feet to a point for an interior ELL corner of the herein described tract, also being the northwestern corner of said 0.805 acre tract, and
2. S00°52'41"E, for a distance of 100.49 feet to a point for the southwestern corner of said 0.805 acre tract and the northwestern corner of a 1.055 acre tract conveyed to Audrey Oswalt in Volume 398, Page 261 of the O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 1.055 acre tract and the herein described tract, the following four (4) courses and distances, numbered 1 through 2,

1. S01°24'06"E, for a distance of 30.22 feet to a point,
2. S00°19'08"E, for a distance of 46.73 feet to a point,
3. S00°50'37"E, for a distance of 158.28 feet to a point for an interior ELL corner of the herein described tract, also being the southwestern corner of said 1.055 acre tract, and
4. N89°10'08"E, for a distance of 202.95 feet to a point on the common boundary line of said 135.78 acre tract and the western right-of-way of said Old Stagecoach Road, for the southeastern corner of said 1.055 acre tract,

**THENCE**, with the western right-of-way of said Old Stagecoach Road, common to the eastern boundary of said 135.78 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S18°01'00"W, for a distance of 475.30 feet to a point,
2. S09°24'00"E, for a distance of 40.97 feet to a point, and
3. S16°30'00"E, for a distance of 1287.26 feet to a point on the western R.O.W. line of said Old Stagecoach Road, also being in the northern R.O.W. line of C.R. 225, also known as Cypress Road, (R.O.W varies), common to a southeastern boundary line of said 135.78 acre tract for the easternmost corner of the herein described tract,

**THENCE**, with said southeastern boundary line of said 135.78 acre tract, common to the northern right-of-way line of said C.R. 225, S58°27'00"W, for a distance of 11.41 feet to a point,

**THENCE**, with the common northern right-of-way line of said C.R. 225 and the southern boundary line of said 135.78 acre tract, N64°44'00"W, for a distance of 468.06 feet to a point for the southeastern corner of an 8.95 acre tract conveyed to Mary Lee Gipson in Volume 719, Page 89 of the O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 8.95 acre tract and said 135.78 acre tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N21°09'00"E, for a distance of 218.92 feet to a point for an interior ELL corner of the herein described tract,
2. N74°32'00"W, for a distance of 682.19 feet to a point for the northernmost corner of said 8.95 acre tract,
3. S47°08'00"W, for a distance of 427.34 feet to a point,
4. S61°35'00"W, for a distance of 97.82 feet to a point,
5. S49°40'00"W, for a distance of 370.90 feet to a point,

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SAMUEL PHARASS SURVEY, ABSTRACT NO. 360  
 JOHN PHARASS SURVEY, ABSTRACT NO. 361  
 HAYS COUNTY, TEXAS  
 ANNEXATION

6. S53°29'00"W, for a distance of 14.52 feet to a point,
7. S61°13'00"W, for a distance of 166.97 feet to a point, and
8. S69°49'00"W, for a distance of 74.91 feet to a point on the northern right-of-way line of said C.R. 225, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said C.R. 225 and said 135.78 acre tract, the following nine (9) courses and distances, numbered 1 through 9,

1. N68°09'00"W, for a distance of 96.92 feet to a point,
2. N62°31'00"W, for a distance of 79.55 feet to a point,
3. N47°40'00"W, for a distance of 145.23 feet to a point,
4. N45°55'00"W, for a distance of 437.52 feet to a point,
5. N14°47'00"W, for a distance of 516.59 feet to a point,
6. N33°12'00"W, for a distance of 48.34 feet to a point,
7. N54°55'00"W, for a distance of 49.91 feet to a point,
8. N78°24'00"W, for a distance of 477.09 feet to a point, and
9. N39°15'00"W, for a distance of 155.29 feet to a point on the southeastern boundary line of a 195.14 acre tract conveyed to The State of Texas in Volume 2965, Page 484 of the O.P.R.H.C.TX., for the westernmost corner of said 135.78 acre tract, also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 135.78 acre tract and said 195.14 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N50°32'00"E, for a distance of 1590.47 feet to a point,
2. N50°33'00"E, for a distance of 420.55 feet to a point,
3. N27°18'00"E, for a distance of 50.08 feet to a point for an Interior ELL corner of said 195.14 acre tract,
4. S41°53'00"E, for a distance of 40.20 feet to a point for an Interior ELL corner of the herein described tract,
5. N50°32'00"E, for a distance of 1572.07 feet to a point, and
6. N52°07'00"E, for a distance of 21.98 feet to a point for the northernmost corner of the herein described tract,

THENCE, leaving the common boundary line of said 195.14 acre tract and said 135.78 acre tract with a northeastern boundary line of said 135.78 acre tract, S48°29'00"E, for a distance of 46.62 feet to a point on the western right-of-way line of said Old Stagecoach Road,

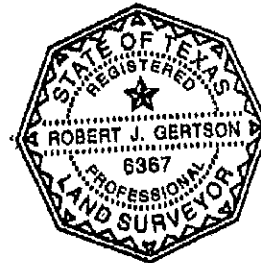
THENCE, with the common boundary of the western right-of-way of said Old Stagecoach Road and said 135.78 acre tract, the following two (2) courses and distances, numbered 1 through 2:

1. S14°41'00"E, for a distance of 382.58 feet to a point, and
2. S06°00'00"E, for a distance of 971.83 feet to the POINT OF BEGINNING, and containing 133.925 acres of land.

SURVEY WAS PERFORMED FROM RECORD INFORMATION FOUND IN VOLUME 254, PAGE 848 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: \_\_\_\_\_

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



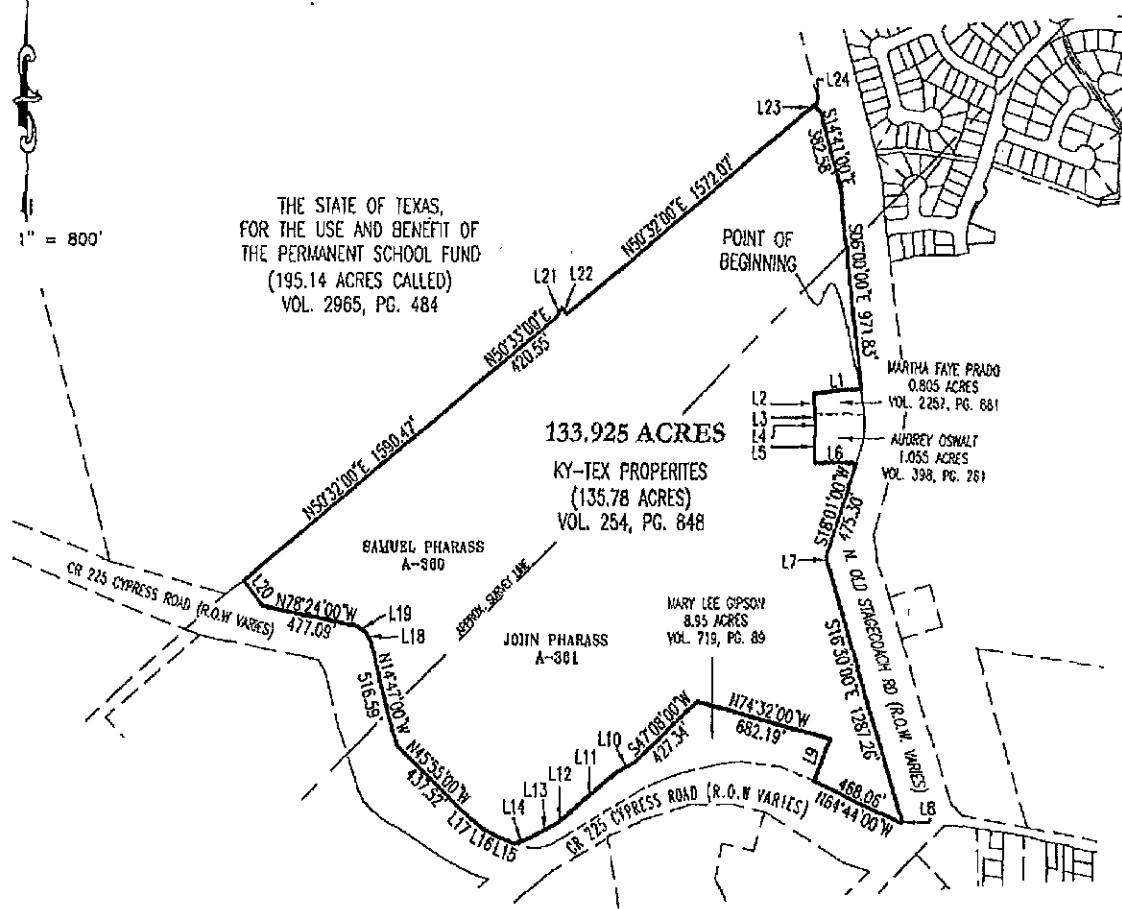
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# SKETCH TO ACCOMPANY FIELD NOTES

SCALE: 1" = 800'

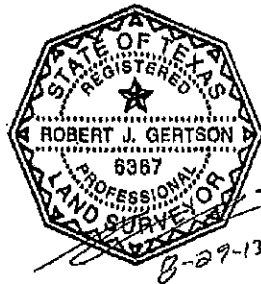
THE STATE OF TEXAS,  
FOR THE USE AND BENEFIT OF  
THE PERMANENT SCHOOL FUND  
(195.14 ACRES CALLED)  
VOL. 2965, PG. 484

133.925 ACRES  
KY-TEX PROPERTIES  
(135.78 ACRES)  
VOL. 254, PG. 848



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 232.68 | S83°33'49"W |
| L2         | 100.49 | S00°52'41"E |
| L3         | 30.22  | S01°24'06"E |
| L4         | 46.73  | S00°19'08"E |
| L5         | 158.28 | S00°50'37"E |
| L6         | 202.95 | N89°10'08"E |
| L7         | 40.97  | S09°24'00"E |
| L8         | 11.41  | S58°27'00"W |
| L9         | 218.92 | N21°09'00"E |
| L10        | 97.82  | S61°35'00"W |
| L11        | 370.90 | S49°40'00"W |
| L12        | 14.52  | S53°29'00"W |

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L13        | 166.97 | S61°13'00"W |
| L14        | 74.91  | S69°49'00"W |
| L15        | 96.92  | N68°09'00"W |
| L16        | 79.55  | N62°31'00"W |
| L17        | 145.23 | N47°40'00"W |
| L18        | 48.34  | N33°12'00"W |
| L19        | 49.91  | N54°55'00"W |
| L20        | 155.29 | N39°15'00"W |
| L21        | 50.08  | N27°18'00"E |
| L22        | 40.20  | S41°53'00"E |
| L23        | 21.98  | N52°07'00"E |
| L24        | 46.62  | S48°29'00"E |



**Carlson, Briggance & Doering, Inc.**  
 Civil Engineering • Surveying  
 5521 West Wilshire Canyon Drive • Austin, Texas 78719  
 Phone No. (512) 280-5160 • Fax No. (512) 280-5165

BEARING BASIS: PREPARED WITH RECORD INFORMATION  
FOUND IN VOLUME 254, PAGE 848 (O.P.R.H.C.T.X.)

PATH:~ j: 4576-097\SURVEY\FN-R16956 133.925 ACRES ANNEXATION

2.598 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

1 of 3

**DESCRIPTION OF A 2.598 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC. IN JANUARY 2015, LOCATED IN THE JOHN PHARASS SURVEY, ABSTRACT NUMBER 361, HAYS COUNTY, TEXAS, SAID 2.598 ACRE TRACT BEING A PORTION OF A CALLED 135.78 ACRE TRACT OF LAND DESCRIBED IN VOLUME 254, PAGE 848, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS, SAID 2.598 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½ inch iron rod found in the north right-of-way line of Cypress Road (right-of-way varies) for the most southerly southeast corner of said 135.78 acre tract, same being the most southerly corner of the herein described 2.598 acre tract of land, for the **POINT OF BEGINNING**;

**THENCE** with the north right-of-way line of Cypress Road, same being the south line of said 135.78 acre tract, N66°47'41"W, a distance of 464.63 feet to a ½ inch iron rod with "Delta Survey" cap set for the southeast corner of a 4.78 acre tract of land described in Volume 4719, Page 166, Official Public Records, Hays County, Texas;

**THENCE** leaving the north right-of-way line of Cypress Road, with the east line of said 4.78 acre tract, same being a west line of said 135.78 acre tract, N18°25'46"E, a distance of 218.68 feet to a ½ inch iron rod with "Delta Survey" cap set for the northeast corner of said 4.78 acre tract, same being a corner in the south line of said 135.78 acre tract;

**THENCE** leaving said 4.78 acre tract, and crossing said 135.78 acre tract, the following two (2) courses and distances:

1. N08°13'19"E, a distance of 28.01 feet to a ½ inch iron rod with "Delta Survey" cap set; and,
2. N71°25'57"E, a distance of 212.70 feet to a ½ inch iron rod with "Delta Survey" cap set in the west right-of-way line of County Road 136 (Old Stagecoach Road) (right-of-way varies), same being the east line of said 135.78 acre tract;

2.598 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

2 of 3

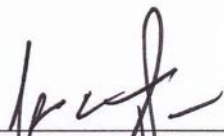
**THENCE** with the west right-of-way line of County Road 136, same being the east line of said 135.78 acre tract, S18°34'03"E, a distance of 506.39 feet to a ½ inch iron rod found in the north right-of-way line of Cypress Road;

**THENCE** leaving the west right-of-way line of County Road 136, with the north right-of-way line of Cypress Road, S56°24'24"W, a distance of 10.77 feet to the **POINT OF BEGINNING** and containing 2.598 acres of land, more or less.

**BEARING BASIS:** TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/HARN

I, John E Brautigam, hereby certify that the forgoing description represents an on-the-ground survey performed under my direct supervision during January 2015, and is true and correct to the best of my knowledge and belief.

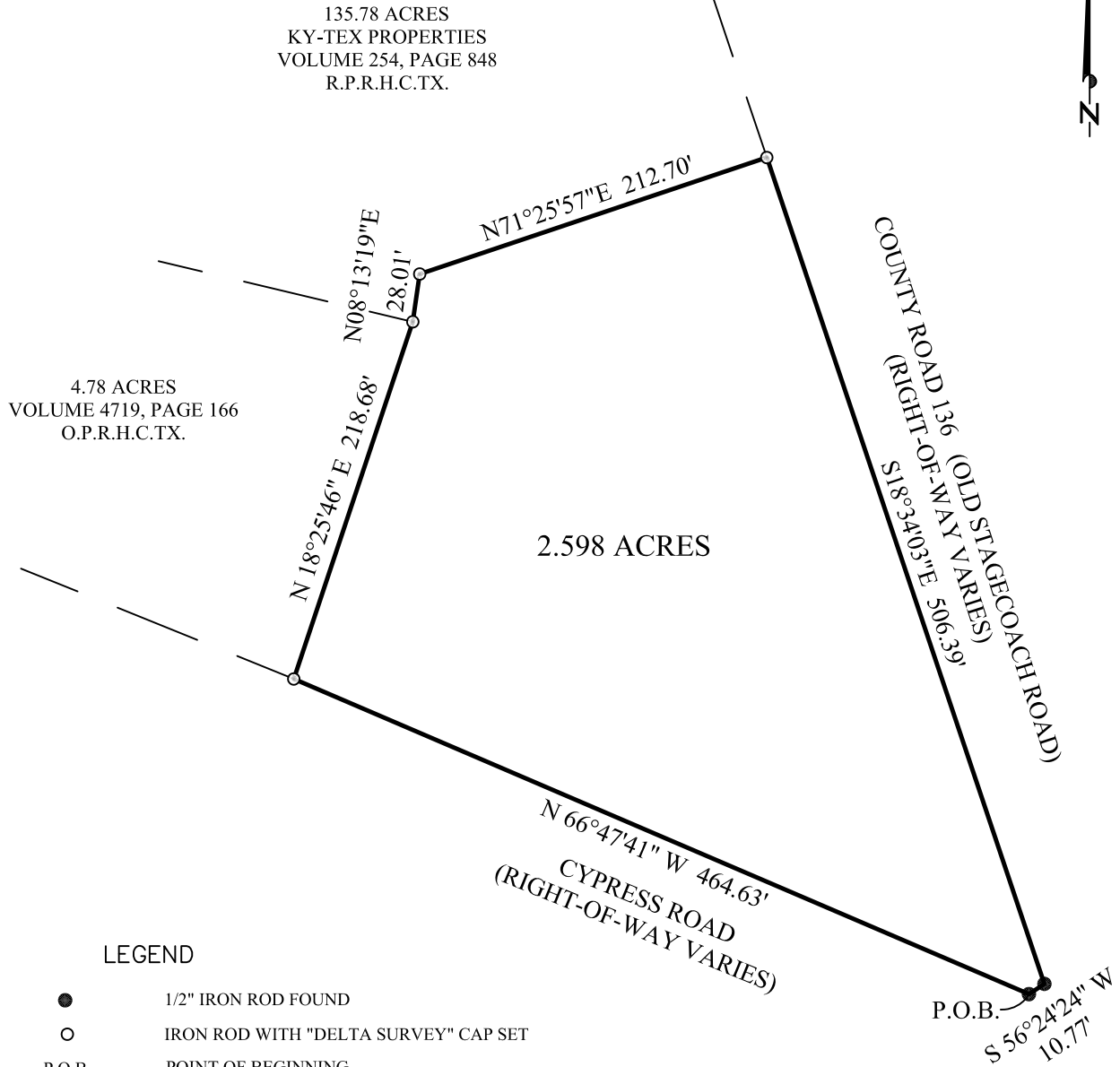
Date: 01-22-15

  
\_\_\_\_\_  
John E Brautigam  
Registered Professional Land Surveyor  
No. 5057-State of Texas



Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
TBPLS Firm No. 10004700

JOHN PHARASS SURVEY, A-361  
 HAYS COUNTY, TEXAS  
 JANUARY 2015



LEGEND

- 1/2" IRON ROD FOUND
- IRON ROD WITH "DELTA SURVEY" CAP SET
- P.O.B. POINT OF BEGINNING
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- R.P.R.H.C.TX. REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS



GRAPHIC SCALE

1" = 100'

BEARING BASIS:  
 TEXAS STATE PLANE COORDINATE SYSTEM,  
 TEXAS CENTRAL ZONE, NAD 83/HARN

\* SKETCH TO ACCOMPANY FIELD NOTES \*  
 -ALL POINTS CALCULATED UNLESS OTHERWISE NOTED-



8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745  
 OFFICE: 512.282.5200 FAX: 512.282.5230  
 WWW.DELTASURVEYGROUP.COM  
 TBPLS FIRM NO. 10004700

QUAD HAYS CO

PROJECT VISION 360

DWG. COMMERCIAL

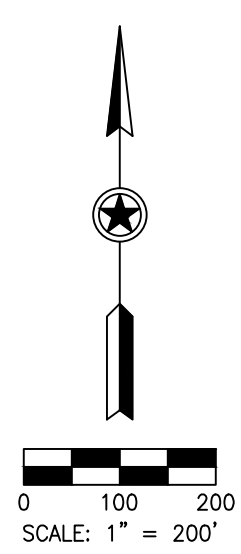
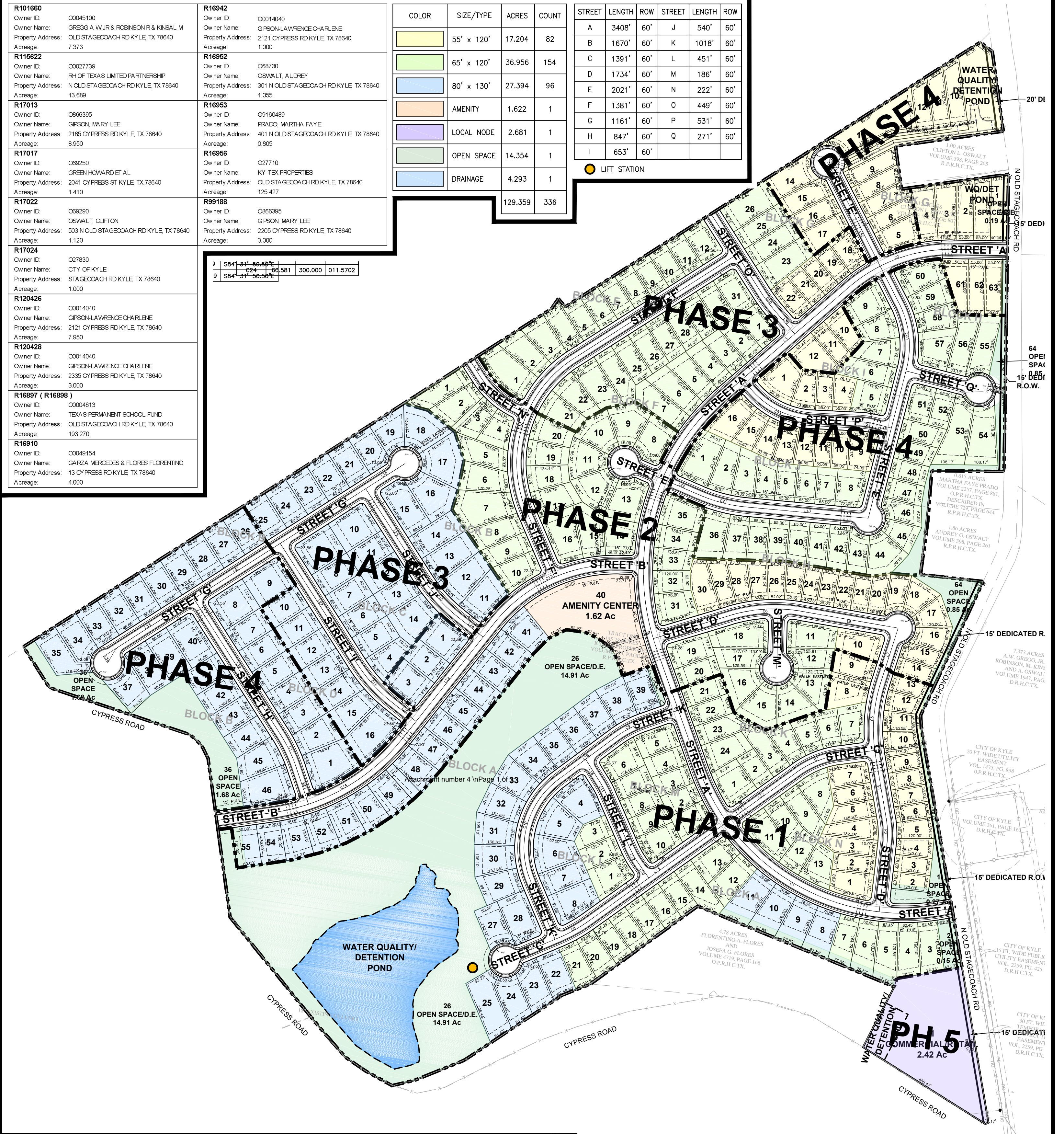
Item # 18

|   |   |
|---|---|
| <b>R101660</b><br>Owner ID: 00045100<br>Owner Name: GREGG A W JR & ROBINSON R & KINSAL M<br>Property Address: OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 7.373  | <b>R16942</b><br>Owner ID: 00014040<br>Owner Name: GIPSON-LAWRENCE CHARLENE<br>Property Address: 2121 CYPRESS RD KYLE, TX 78640<br>Acreage: 1.000   |
| <b>R115622</b><br>Owner ID: 00027739<br>Owner Name: RH OF TEXAS LIMITED PARTNERSHIP<br>Property Address: N OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 13.689    | <b>R16952</b><br>Owner ID: 068730<br>Owner Name: OSWALT, AUDREY<br>Property Address: 301 N OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 1.055       |
| <b>R17013</b><br>Owner ID: 0666395<br>Owner Name: GIPSON, MARY LEE<br>Property Address: 2165 CYPRESS RD KYLE, TX 78640<br>Acreage: 8.950                          | <b>R16953</b><br>Owner ID: 09160489<br>Owner Name: PRADO, MARTHA FAYE<br>Property Address: 401 N OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 0.805 |
| <b>R17017</b><br>Owner ID: 069250<br>Owner Name: GREEN HOWARD ET AL<br>Property Address: 2041 CYPRESS ST KYLE, TX 78640<br>Acreage: 1.410                         | <b>R16956</b><br>Owner ID: 027710<br>Owner Name: KY-TEX PROPERTIES<br>Property Address: OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 125.427        |
| <b>R17022</b><br>Owner ID: 069290<br>Owner Name: OSWALT, CLIFTON<br>Property Address: 503 N OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 1.120                    | <b>R99188</b><br>Owner ID: 0896395<br>Owner Name: GIPSON, MARY LEE<br>Property Address: 2205 CYPRESS RD KYLE, TX 78640<br>Acreage: 3.000            |
| <b>R17024</b><br>Owner ID: 027830<br>Owner Name: CITY OF KYLE<br>Property Address: STAGECOACH RD KYLE, TX 78640<br>Acreage: 1.000                                 |   |
| <b>R120426</b><br>Owner ID: 00014040<br>Owner Name: GIPSON-LAWRENCE CHARLENE<br>Property Address: 2121 CYPRESS RD KYLE, TX 78640<br>Acreage: 7.950                |   |
| <b>R120428</b><br>Owner ID: 00014040<br>Owner Name: GIPSON-LAWRENCE CHARLENE<br>Property Address: 2335 CYPRESS RD KYLE, TX 78640<br>Acreage: 3.000                |   |
| <b>R16897 (R16898)</b><br>Owner ID: 00004813<br>Owner Name: TEXAS PERMANENT SCHOOL FUND<br>Property Address: OLD STAGECOACH RD KYLE, TX 78640<br>Acreage: 193.270 |   |
| <b>R16910</b><br>Owner ID: 00049154<br>Owner Name: GARZA MERCEDES & FLORES FLORENTINO<br>Property Address: 13 CYPRESS RD KYLE, TX 78640<br>Acreage: 4.000         |   |

| COLOR | SIZE/TYPE  | ACRES   | COUNT |
|-------|------------|---------|-------|
|       | 55' x 120' | 17.204  | 82    |
|       | 65' x 120' | 36.956  | 154   |
|       | 80' x 130' | 27.394  | 96    |
|       | AMENITY    | 1.622   | 1     |
|       | LOCAL NODE | 2.681   | 1     |
|       | OPEN SPACE | 14.354  | 1     |
|       | DRAINAGE   | 4.293   | 1     |
|       |            | 129.359 | 336   |

| STREET | LENGTH | ROW | STREET | LENGTH | ROW |
|--------|--------|-----|--------|--------|-----|
| A      | 3408'  | 60' | J      | 540'   | 60' |
| B      | 1670'  | 60' | K      | 1018'  | 60' |
| C      | 1391'  | 60' | L      | 451'   | 60' |
| D      | 1734'  | 60' | M      | 186'   | 60' |
| E      | 2021'  | 60' | N      | 222'   | 60' |
| F      | 1381'  | 60' | O      | 449'   | 60' |
| G      | 1161'  | 60' | P      | 531'   | 60' |
| H      | 847'   | 60' | Q      | 271'   | 60' |
| I      | 653'   | 60' |        |        |     |

|   |                |         |          |
|---|----------------|---------|----------|
| 3 | S84°31'50.56"E | 300.000 | 011.5702 |
| 9 | S84°31'50.56"E |         |          |



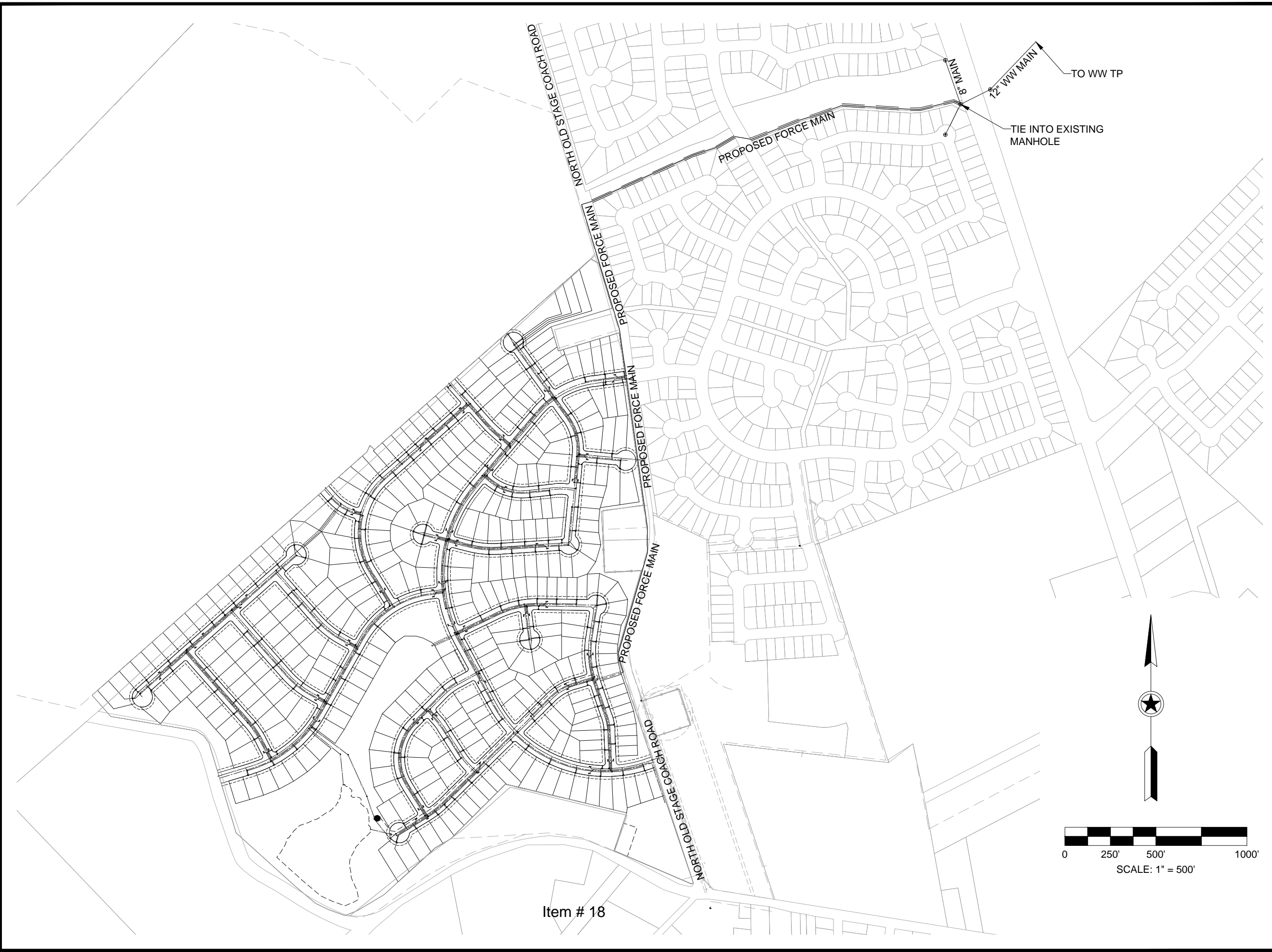
**TEXAS ENGINEERING SOLUTIONS**  
5000 Bee Caves Rd, Suite 206 Austin, Texas 78746  
P: 512-904-0505  
TBPE No. 11206

**EXHIBIT C**  
Conceptual Plan for the Residential Development of Parcel R16956

T:\Private\Bridwell\125 Acre Kyle Tract\Design\Exhibits\Concept Plan For Honk.dwg



T:\Private\Birdwell\125 acre Kyle Tract\Design\Exhibits\FORCE MAIN 2015-01-14.dwg



Item # 18

**Texas Engineering Solutions**



5000 BEE CAVES ROAD  
 SUITE 206  
 AUSTIN, TEXAS 78746  
 O: 512-904-0505  
 F: 512-904-0509  
 TBPE NO. 11206

**OWNER/DEVELOPER**

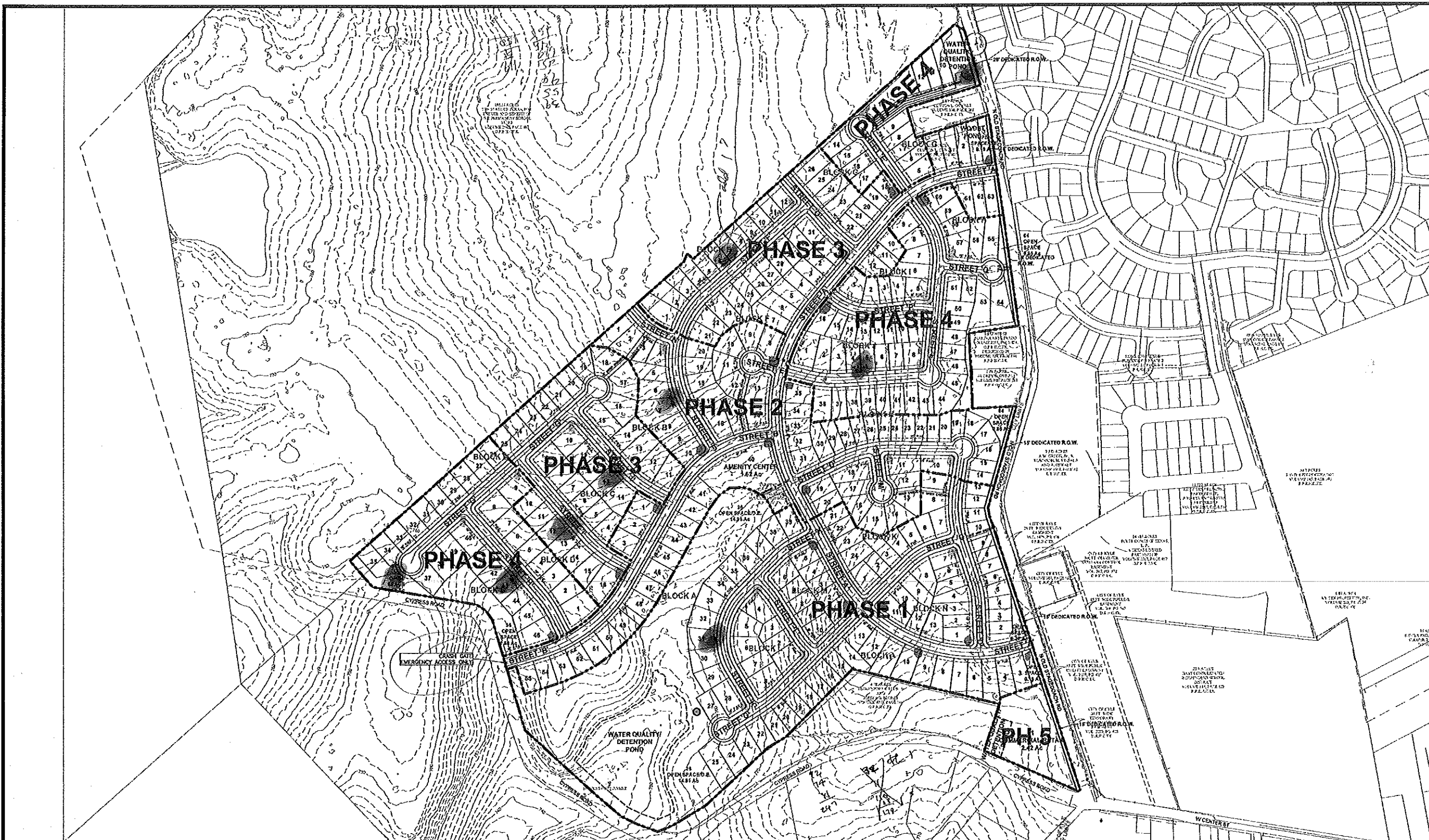
**PROJECT DATA**

COUNTY:  
 CITY LIMITS/ETJ:  
 FINAL PLAT NUMBER:  
 RELATED CASES:  
 PROJECT ADDRESS:  
 GRID NUMBER:  
 ZONING:  
 USAGE:  
 FEMA MAP PANEL:

MODIFIED: January 14, 2015  
 PLOTTED: January 20, 2015  
 PLOTTED BY: tescad11

**CYPRESS FOREST**

**EXHIBIT D  
FORCE MAIN**



FOR STAFF REVIEW ONLY

Texas Engineering Solutions



6000 Bee Caves Road  
Suite 204  
Austin, Texas 78748  
O: 512.904.0595  
F: 512.904.0509  
TBPE No. 11206

PROJECT DATA

COUNTY: HOVS  
CITY LIMITS/ETA: KYLE  
FINAL PLAN NUMBER: NA  
RELATED CASES:  
PROJECT ADDRESS: CR 158 & CENTER ST  
GRID NUMBER: 11.1  
ZONING: RESIDENTIAL

OWNER / DEVELOPER

VISION 360  
CONTACT: BRIAN BROWELL  
8549 COMMANCHE TRAIL  
AUSTIN, TX 78728  
CELL: 512.785.7087  
OFFICE: 512.394.8022

CONSULTANTS:

DELTA SURVEY GROUP, INC.  
CONDUCT: JOHN BRUNSON, R.P.L.S.  
8213 BROOK LANE, SUITE 102  
AUSTIN, TX 78745  
PHONE: 512.282.5200

REVISIONS

| NO | DATE | DESCRIPTION |
|----|------|-------------|
|    |      |             |
|    |      |             |
|    |      |             |

EDITED: October 9, 2014  
PLOTTED: January 23, 2015  
PLOTTED BY: lcsery01

CYPRESS FOREST

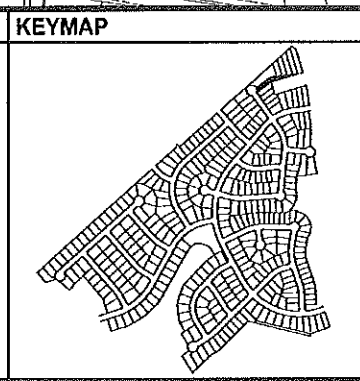
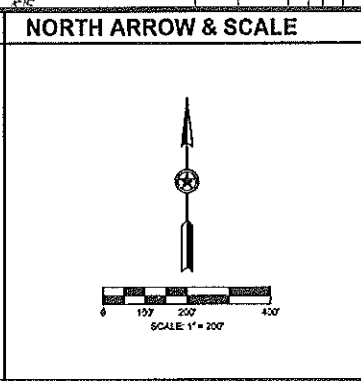
DRAFT PRELIMINARY PLAN

PHASING PLAN

| INFORMATION TABLE: |             |                |                |                   |                  |                 |                      |
|--------------------|-------------|----------------|----------------|-------------------|------------------|-----------------|----------------------|
| PHASE              | # OF BLOCKS | # OF LOTS (SF) | # OF LOTS (OS) | SF LOTS AREA (Ac) | R.O.W. AREA (Ac) | PHASE AREA (Ac) | STREET LENGTH (sf)   |
| 1                  | 7           | 92             | 3              | 20.2              | 6.59             | 43.85           | 4915.18              |
| 2                  | 5           | 74             | 1              | 20.2              | 6.38             | 28.63           | 4652.47              |
| 3                  | 6           | 81             | 2              | 21.2              | 6.14             | 27.34           | 4519.26              |
| 4                  | 7           | 92             | 2              | 26.4              | 5.85             | 32.20           | Item # 18<br>3979.02 |

| LEGEND |                   |
|--------|-------------------|
|        | PROPERTY BOUNDARY |
|        | ROOF OF WAY       |
|        | STREET CENTERLINE |
|        | SIDEWALK          |
|        | CURB AND DUTCH    |
|        | PROPOSED CONTOURS |
|        | EXISTING CONTOURS |
|        | EXISTING EASEMENT |
|        | UTILITY SYMBOL    |

| NOTES |
|-------|
|       |





# CITY OF KYLE, TEXAS

## General Discussion

**Meeting Date: 2/17/2015**  
**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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Attachments / click to download

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# CITY OF KYLE, TEXAS

## Discussion re Council consideration of site plans

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Discussion and possible action regarding Council review and consideration of site plans. ~ *City Council*

- Other Information:**
- Ordinance section Sec. 32-46 does not appear to allow site development plans to be brought before council.
  - Sec. 32-46 requires a *site development plan* to be submitted to the planning department for review and approval by the planning director, city engineer, and director of public works.
  - If staff does not approve a submitted site plan, an applicant may appeal to P&Z.
  - P&Z is the only body mentioned that renders a *final decision* on staff decisions of a site plan. The section does not mention council.
  - Sec. 32-46 applies only to a site development plan "on any lot that is zoned other than single-family residential or two-family residential, or that is intended for any use for any purpose or occupancy other than for single-family or two-family residential occupancy" or that is not governed by the subdivision ordinance.
  - Council may of course amend the ordinance to require that site plans be brought before council. Assuming the amendment is not retroactive, it would not apply to site plans already reviewed or decided upon by staff or on appeal to P&Z commission.
  - A copy of the ordinance is attached.

**Legal Notes:**

**Budget Information:**

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

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 [ordinance - Agreement](#)

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## Chapter 32 - SITE DEVELOPMENT

### DIVISION 1. - GENERALLY

#### Sec. 32-19. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this article. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association. The words "used or occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

*City* means the City of Kyle, Texas.

*Development plan* means a scaled drawing representing an area of land to be improved/developed and indicating the legal boundary of said property and the nature and extent of all existing and proposed improvements to said project.

*Lot* means any lot, tract or parcel of land situated wholly or partially within the corporate limits of the City of Kyle, Texas, and, if served or to be served by the city water or wastewater system, within the extraterritorial jurisdiction of the city.

*Site* means any lot situated wholly or partially within the corporate limits of the City of Kyle, Texas, and, if served or to be served by the city water or wastewater system, within the extraterritorial jurisdiction of the city.

(Ord. No. 374, § 1, 8-7-2001; Ord. No. 676, § 1, 11-1-2011)

### DIVISION 2. - PLAN

#### Sec. 32-42. - Required.

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

(Ord. No. 374, § 2, 8-7-2001; Ord. No. 676, § 2, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

#### Sec. 32-43. - Purpose and applicability.

The site development plan provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces, and general conformance with the master plan and ordinances of the city. A site development plan shall further be required for any development or improvement of land not otherwise requiring the subdivision of land within the city, as defined in the ordinances of the city.

(Ord. No. 374, § 3, 8-7-2001; Ord. No. 676, § 3, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

#### Sec. 32-44. - Format.

The site development plan shall be drawn on sheets 24 inches by 36 inches at an engineering scale sufficient to thoroughly meet the informational requirements herein.

(Ord. No. 374, § 4(a), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-45. - Content.

The site development plan shall include all of the land proposed to be developed or improved, and any off-site improvements required to accommodate the project. The site development plan shall contain, or have attached thereto:

- (1) *Cover sheet.* A cover sheet, showing the following:
  - a. Names, addresses and phone numbers of the record owner or developer, and authorized agents including the architect, engineer, landscape architect, and surveyor (those applicable).
  - b. The proposed name of the project.
  - c. A location map showing the relation of the project to streets and other prominent features in all directions for a radius of at least one mile using a scale of one inch equals 2,000 feet. The latest edition of the USGS 7.5-minute quadrangle map is recommended.
  - d. The owner's name, deed or plat reference and the property lines of any property within 200 feet of the subdivision boundaries as determined by the most recent tax rolls.
  - e. Certifications and signature blocks as required by the city.
  - f. The total acreage of the property to be developed.
  - g. Current zoning district as defined by chapter 53, pertaining to zoning.
- (2) *Existing conditions plan.* An existing conditions plan, showing the following:
  - a. Boundary of existing zoning districts, if applicable.
  - b. The existing property lines, including bearings and distances, of the land being developed or improved. Property lines shall be drawn sufficiently wide to provide easy identification.
  - c. The location of existing structures and improvements, if applicable.
  - d. Significant trees of 12-inch caliper and larger, within the limits of the proposed on-site and/or off-site improvements.
  - e. Centerline of watercourses, creeks, existing drainage structures and other pertinent data shall be shown.
  - f. Lines delineating the regulatory 100-year floodplain, if applicable.
  - g. Topographic data indicating one-foot contour intervals. The contoured area shall extend outward from the property boundary for a distance equal to 25 percent of the distance across the tract, but not fewer than 50 feet nor more than 200 feet.
  - h. The locations, sizes and descriptions of all existing utilities, including but not limited to sewer lines, lift stations, sewer and storm sewer manholes, water lines, water storage tanks, and wells within the property, and/or adjacent thereto. Existing overhead and underground electric utilities shall also be shown.
  - i. The location, dimensions, names and descriptions of all existing or recorded streets, alleys, reservations, railroads, easements, building setbacks or other public rights-of-way within the property, intersecting or contiguous with its boundaries or forming such boundaries, as determined from existing deed and plat records. The existing right-of-way width of any boundary street to the property shall also be shown.
  - j. Location of city limit lines and/or outer border of the city's extraterritorial jurisdiction, as depicted on the city's most recent base map, if either traverses the subdivision or is contiguous to the subdivision boundary.

- (3) *Erosion and sedimentation control plan.* An erosion and sedimentation control plan, showing the following:
- a. Proposed fill or other structure elevating techniques, levees, channel modifications and detention facilities.
  - b. Existing and proposed topographic conditions with vertical intervals not greater than one foot referenced to a United States Geological Survey or Coastal and Geodetic Survey benchmark or monument.
  - c. The location, size, and character of all temporary and permanent erosion and sediment controls with specifications detailing all on-site erosion control measures which will be established and maintained during all periods of development and construction. Specifications should include a provision for the use of mulch tubes in place of wire silt fencing in areas deemed by city engineer to be high runoff or environmentally sensitive. This provision will not require the exclusive use of mulch tubes as an erosion control measure within the site area.
  - d. Contractor staging areas, vehicle access areas, temporary and permanent spoils storage areas.
  - e. A plan for restoration for the mitigation of erosion in all areas disturbed during construction.
  - f. All temporary and permanent erosion and sedimentation controls within the city shall be designed in accordance with the Austin Drainage Criteria Manual, as amended.
- (4) *Site plan.* A site plan, showing all visible improvements to the land, including the following:
- a. The location, dimensions, square footage, height, and intended use of existing and proposed buildings on the site.
  - b. The location, number and dimensions of existing and proposed parking spaces, distinguishing between standard, handicap and van handicap spaces, and calculation of applicable minimum requirements.
  - c. The location, type and dimensions of proposed driveways, signs and traffic control devices.
- (5) *Grading and drainage plan.* A grading and drainage plan, showing the following:
- a. A drainage area map delineating areas to be served by proposed drainage improvements.
  - b. Detailed design of all drainage facilities, including typical channel or paving section, storm sewers, detention ponds and other stormwater control facilities.
  - c. Accurate cross sections, plan and profiles of every drainage improvement proposed in a public utility easement and/or public right-of-way.
  - d. Existing and proposed topographic conditions with vertical intervals not greater than one foot referenced to a United States Geological Survey or Coastal and Geodetic Survey benchmark or monument.
  - e. Attendant documents containing design computations in accordance with chapter 41, pertaining to subdivision regulations, and this article, and any additional information required to evaluate the proposed drainage improvements.
  - f. The City of Austin Drainage Criteria Manual, as amended, (hereinafter the "manual") is hereby adopted, save and except the following:
    1. Preface;
    2. Paragraphs 1.2.4.E.2 and 1.2.4.E.11;
    3. Paragraphs 1.2.7;
    4. Paragraphs 1.4.0;



5. Paragraphs 1.5.0.3, 1.5.0.4, 1.5.0.5 and 1.5.0.6;
  6. Paragraphs 8.2;
  7. Appendix D; and
  8. All references to the City of Austin, including its departments, boards or divisions shall be the same departments, boards or divisions within the City of Kyle. Where such departments, boards or divisions do not exist within the city, such references shall be construed to mean the city engineer or other representative authorized by the city council to perform such functions for the city.
- g. All drainage systems and improvements shall conform with the provisions and requirements of the manual and good engineering practices.
  - h. The site grading plan shall show and include the existing ground elevations and finish construction grades, including existing ground elevations for a minimum of 100 feet onto adjoining property, width of existing street right-of-way and existing pavement width.
- (6) *Utility plan.* A utility plan, showing the following:
- a. The layout, size and specific location of proposed water mains and other related structures and in accordance with all current city standards, specifications, and criteria for construction of water mains.
  - b. The location of proposed fire hydrants, valves, meters and other pipe fittings.
  - c. Design details showing the connection with the existing city water system.
  - d. The layout, size and specific location of the proposed wastewater lines, lift stations, and other related structures, and in accordance with all current city standards, specifications, and criteria for construction of wastewater systems.
  - e. Plan and profile drawings for each line in public right-of-way or public utility easements, showing existing ground level elevation at centerline of pipe, pipe size and flow line elevation at all bends, drops, turns, station numbers at 50-foot intervals.
  - f. Detailed design for lift stations, special wastewater appurtenances, if applicable.
  - g. Utility demand data, and other attendant documents, to evaluate the adequacy of proposed utility improvements, and the demand on existing city utilities.
- (7) *Landscape plan.* A landscape plan, showing compliance with all ordinances requiring landscaping and including the following maintenance note: The developer and subsequent owners of the landscaped property, or the manager or agent of the owner, shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of chapter 41, pertaining to subdivision regulations.
- (8) Construction details. Construction details, showing (when applicable) the following:
- a. Structural retaining walls and/or detention outlet structures.
  - b. Storm sewer manhole and covers, typical channel sections, inlets, safety end treatments and headwalls.
  - c. Wastewater manholes and covers, cleanouts, grease traps, pipe bedding and backfill.
  - d. Water valves, water meters, fire hydrants, thrust blocks, backflow prevention and concrete encasement.

- e. Driveways, curbs and gutters, sidewalks, curb ramps, pavement sections and pavement repair.
- f. Silt fence, rock berm, stabilized construction entrance, inlet protection.
- g. Traffic controls when working in public right-of-way.

(Ord. No. 374, § 4(b), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

#### Sec. 32-46. - Procedure.

A site development plan, for the development or improvement of land not otherwise subject to the subdivision of land, shall be submitted to the planning department for approval by the planning director, city engineer, and director of public works.

- (1) A site development plan may be submitted to the city at any time prior to the issuance of a building permit, subject to the provisions of this article, and along with the following:
  - a. Completed application forms and the payment of all applicable fees.
  - b. A letter requesting any variances from the provisions of this article.
  - c. Any attendant documents needed to supplement the information provided on the site development plan.
- (2) The city staff shall review all site development plan submittals for completeness at the time of application. If, in the judgment of city staff, the site development plan submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review.
- (3) City staff shall review the plan for consistency with city codes, policies and plans.
- (4) It shall be the right of the applicant seeking site development plan approval, to appeal a decision of the city staff, for any reason whatsoever, to the planning and zoning commission and have a final decision rendered by the planning and zoning commission.
- (5) A site development plan may be rejected at any time subsequent to submittal and prior to final written approval for failure to meet the minimum informational requirements of this article.

(Ord. No. 374, § 4(c), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

#### Sec. 32-47. - Notification.

Notification shall be as follows for site development applications requesting variances or appeals of city staff decision:

- (1) All owners of property (as determined by the most recent tax rolls from the county appraisal district), any part of which is located within 200 feet of the perimeter of the land to be developed, shall be notified by mail.

The city shall:

- (2) Post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed 300 feet between said corners;
- (3) Publish a public notice at least once in a newspaper of general circulation in the city not fewer than 15 days nor more than 30 days prior to said public hearing; and
- (4) Mail public notification forms, postmarked no fewer than 15 days prior to the appropriate planning and zoning commission hearing, shall be mailed to the owners of all property, any part of which is located within 200 feet of the perimeter of the property included within the site development plan.

(Ord. No. 374, § 4(d), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-48. - Reserved.

### **Editor's note—**

[Ord. No. 738](#), § 2(Exh. A) adopted Aug. 20, 2013, repealed § 32-48, which pertained to approval and derived from Ord. No. 374, § 4(e), adopted Aug. 7, 2001; Ord. No. 676, § 4, adopted Nov. 1, 2011.

Sec. 32-49. - Expiration.

Unless a longer time shall be specifically established as a condition of approval, a site development plan approval shall lapse and become void 12 months following the date on which such approval became effective, unless, prior to the expiration, a building permit is issued and construction is commenced and diligently pursued toward completion.

(Ord. No. 374, § 4(f), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-50. - Revision.

If a revision to the approved site development plan becomes necessary, whether requested by the city, planning and zoning commission or developer, then the site development plan shall be resubmitted and approved by city staff for compliance with this article.

(Ord. No. 374, § 4(g), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-51. - Extension.

Site development plan approval subject to lapse may be extended if the developer submits a written request for extension and continuance of the plan as approved by the city prior to expiration. Approval of any such extension request shall be automatic one time only for a period of 12 months.

(Ord. No. 374, § 4(h), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)



# CITY OF KYLE, TEXAS

## Discussion of burn ban

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Discussion regarding burn ban. ~ *David Wilson, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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Attachments / click to download

 [Ordinance 334](#)

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ORDINANCE NO. 334

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, PROHIBITING BURNING WITHIN THE CITY OF KYLE; REQUIRING CLEAN-UP AND REMOVAL OF DAMAGED PROPERTY; PROVIDING FOR ENFORCEMENT AND PENALTY; PROVIDING OPEN MEETINGS AND SEVERABILITY CLAUSES; ESTABLISHING AN EFFECTIVE DATE AND OTHER RELATED MATTERS.**

**WHEREAS**, the burning of litter, solid waste, garbage, trash and vegetative substances impairs the quality of life and is injurious to the economic development of our community;

**WHEREAS**, burning of litter, solid waste, garbage, trash and vegetative substances, together with smoke and damaged property, are a threat to the health of the community, create hazards, and otherwise detract from the quality of life in our community; and,

**WHEREAS**, the regulation, management and control of burning of litter, solid waste, garbage, trash and vegetative substances on property within the City of Kyle, (herein "City") Texas is essential to the public health, safety and welfare of the community,

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

**Section 1. Burning.** It shall be unlawful for any person within the City limits, in any way, to intentionally or carelessly burn or cause to be burned any combustibles, including but not limited to grass, weeds, timber, rubbish, leaves, or other natural or synthetic materials, trash, rubbish, liter, solid waste or any like substances on any street, alley, lot or premises. Such prohibited fires shall include bonfires and fires used for ceremonial purposes not in compliance herewith. The following exceptions to burning apply:

(a) Burning may be conducted for the purposes of cooking or heating in a device designated for such a purpose by the manufacturer.

(b) Burning of grass, weeds, timber and/or leaves.

(c) When approved by the fire chief, burning may be permitted in a manner approved by the fire chief, provided a standby firefighter is present if required by the fire chief. A permit shall be acquired and approved safety measures shall be employed as detailed within the permit.

**Section 2. Duty to Report.** In the event of a fire or discovery of a fire or unauthorized smoke discharge caused by fire, burning or smoldering combustibles on any property, the owner,

occupant or person in control of the property or person in control of the fire from which the fire or smoke is emanating shall immediately report such condition to the local fire department.

**Section 3. Smoke.** It shall be unlawful for any person within the City limits, in any way, to intentionally or carelessly burn or cause to be burned any combustibles which causes noxious smoke or smoke of a significant quantity or quality to be released so as to inhibit the use and enjoyment of neighboring properties is hereby declared a nuisance and is hereby prohibited.

**Section 4. Repair and Clean-up.**

(a) Any person, firm or corporation responsible for any fire or unauthorized smoke discharge shall institute and complete all actions necessary to remedy the effects of such fire and/or smoke, whether sudden or gradual, at no cost to the City of Kyle.

(b) Whenever any building or other structure is partially burned, the owner thereof or the person in charge or control thereof, within ten (10) days after notice from the fire chief, shall remove from the premises all refuse, debris, charred and partially burned lumber and material. If such building or other structure is burned to such an extent that it is rendered incapable of being repaired, the owner of the property upon which same is located or the person in control thereof, within ten (10) days after notice from the chief shall remove from the premises all of the remaining portion of the building or structure.

(c) When deemed necessary by the fire chief, clean-up may be initiated by the fire department or by an authorized individual or firm.

(d) All costs associated with such clean-up shall be borne by the owner, operator, person in control of the property or other person responsible for the fire or unauthorized discharge of smoke.

**Section 5. Inspection Of Premises** An premise emanating fire or smoke shall be subject to inspection by the Fire Chief, or authorized representative, at any reasonable hour, or at any hour in cases of emergency.

**Section 6. Burn Ban.** During periods of time in which the County of Hays, Texas institutes a total burn ban for the entire county, the City of Kyle prohibits any burning, except as provided in Section 1 (a) herein for the duration of the burn ban.

**Section 7. Enforcement.** The civil and criminal provisions of this ordinance shall be enforced by those persons or agencies designated by municipal authority. It shall be a violation of this ordinance to interfere with a Fire Fighter in the performance of his or her duties.

**Section 8. Penalty.** Any person who shall violate any of the provisions of this Ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the

City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

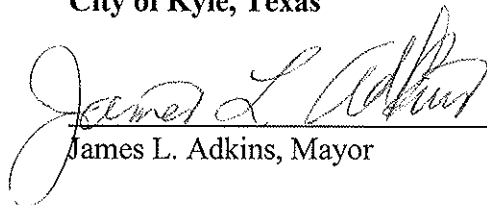
**Section 9. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 10. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 11. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 511, Tex. Gov't. Code*.

**PASSED AND APPROVED** this the 15<sup>th</sup> day of June, 1999.

City of Kyle, Texas

  
James L. Adkins, Mayor

ATTEST:

  
Minerva Falcon, City Secretary

**Barney L. Knight  
& Associates  
Attorneys at Law**

Executive Office Terrace  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Tel: (512) 323-5778  
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BarneyKn@aol.com

Sheila I. Jalufka  
Attorney At Law

July 16, 1999

City of Kyle  
Attn: Minerva Falcon  
P.O. Box 40  
Kyle, TX 78640

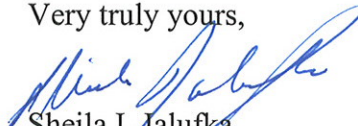
RE: Burn Ordinance

Dear Ms. Falcon,

I have enclosed the final Burn Ordinance with the amendments requested. Should you require any additional modifications, please contact our office.

If you have any questions, please do not hesitate to call.

Very truly yours,



Sheila I. Jalufka  
Attorney at Law

Encl: Ord.





# CITY OF KYLE, TEXAS

## (1st Reading) Ordinance - Commercial Towing and Wrecker Companies

Meeting Date: 2/17/2015  
Date time: 7:00 PM

### Subject/Recommendation:

*(First Reading)* An ordinance amending the Code of Ordinances of the City of Kyle, Texas, by adding Article IX, Sections 11-275 through 11-295, to Chapter 11 (Business Regulations) of said Code; naming Article IX “Commercial Towing and Wrecker Services”; providing for definitions, regulations of wrecker service for vehicle disabilities and accidents, registration, certification and qualifications of wreckers; establishing a rotation list; requiring storage facilities to be located within the city limits; providing for penalties; providing for appeals to city council; establishing fees; requiring record-keeping by wrecking companies; providing public notice pursuant to the Texas Open Meetings Act; establishing that this Article shall govern over previously adopted ordinances and resolutions in conflict; providing for severability; for codification; for publication; for an effective date; and making such other findings and provisions related hereto. ~  
*Samantha LeMense, Council Member*

### Other Information:

This ordinance creates a new Article under Chapter 11 of the Code of Ordinances to regulate commercial towing and wrecker company service. It is intended to protect the public health, safety and welfare by the fact that wrecker companies use public roadways to conduct business.

Ordinance ATTACHED.

Ordinance Summary:

- definitions
- prohibits city employees from promoting or recommending to the public specific wrecking companies.
- requires application process for wrecking companies seeking to do business in city limits; application fee of \$250.
- prohibits solicitation by wrecking companies at accident or disabled-vehicle sites and the presence of wreckers unless called by the Kyle PD; penalties for violation range from \$50 to \$500.
- requires certification and registration of wreckers

Cover Memo  
used for  
item # 22

towing of disabled vehicles; registration is until December 31st annually; oversight of fees and fee schedules of wrecking companies.

- creates rotation list to be used by Kyle PD dispatch to send wreckers to disabled-vehicle sites or sites where vehicle operators incapacitated; rotation list procedures to select and dispatch wreckers; procedures reviewable by city council.
- sets insignia, equipment and insurance standards and requirements; city to be named as additional insured.
- requirements for wrecking companies on rotation list, including no delinquent taxes owed to the city, minimum 2 wreckers and drivers, sworn statement of no financial interest or ownership in a second wrecking company operating in Kyle, vehicle storage facility within city limits, maintenance of records which are to be open to city inspection.
- grounds for suspension or revocation of wrecker company from rotation list; administrative hearing required before company suspended or removed from list; appeal to city council.


**Legal Notes:**

**Budget Information:**

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

Attachments / click to download

 [Ordinance - First Reading](#)

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**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, BY ADDING ARTICLE IX, SECTIONS 11-275 THROUGH 11-295, TO CHAPTER 11 (BUSINESS REGULATIONS) OF SAID CODE; NAMING ARTICLE IX “COMMERCIAL TOWING AND WRECKER SERVICES”; PROVIDING FOR DEFINITIONS, REGULATIONS OF WRECKER SERVICE FOR VEHICLE DISABILITIES, ACCIDENTS, AND INCAPACITATED OPERATORS; REQUIRING WRECKER REGISTRATION, CERTIFICATION AND QUALIFICATIONS; ESTABLISHING A ROTATION LIST; REQUIRING STORAGE FACILITIES TO BE LOCATED WITHIN THE CITY LIMITS; PROVIDING FOR PENALTIES; PROVIDING FOR APPEALS TO CITY COUNCIL; ESTABLISHING FEES; REQUIRING RECORD-KEEPING BY WRECKING COMPANIES; PROVIDING PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT; ESTABLISHING THAT THIS ARTICLE SHALL GOVERN OVER PREVIOUSLY ADOPTED ORDINANCES AND RESOLUTIONS IN CONFLICT WITH SAID ARTICLE; PROVIDING FOR SEVERABILITY; FOR CODIFICATION; FOR PUBLICATION; FOR AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.**

*RECITALS*

WHEREAS, commercial towing and wrecker services constitute a business enterprise that operates on the public roadways of the city; and,

WHEREAS, such services are subject to regulation by ordinance; and,

WHEREAS, the City Council finds and determines that the regulation of commercial towing and wrecker services on the public roadways are reasonable and necessary to protect the public health, safety, and welfare; and,

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

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

Section 2. Amendment to Chapter 11. Chapter 11 (“Business Regulations”) shall be amended to add Article IX, sections 11-275 through 11-295, as set forth herein and incorporated by reference, which shall be entitled “Commercial Towing and Wrecker Services” and which shall have the full force of law.

Section 3. Article IX. Chapter 11 (“Business Regulations”) of the Code of Ordinances of the City of Kyle shall be amended to add Article IX to read as follows:

“Sec. 11.275. Purpose.

The purpose of this Article is to provide the city with requirements set forth for voluntary participation or privately owned commercial towing and wrecker services with the city. This article shall apply to all commercial towing and wrecker services whose principal place of business is located within the corporate limits of the city and to all commercial towing and wrecker services, both within and without the city, who participate in nonconsent tows in the city.

“Sec. 11-276. Definitions.

The following words, terms, and phrases when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*ACCIDENT* means an occurrence in the operation of a motor vehicle that results in injury to any person or damage to property.

*CHIEF OF POLICE* means the chief police official of the city or such other Police Department official as he or she shall designate.

*DISABLED* means any vehicle which had been rendered unsafe to be driven upon the streets as the result of some occurrence other than a wreck, reasonably requiring that such vehicle be removed by a wrecker.

*HEAVY DUTY WRECKER* means a wrecker not less than two tons in size.

*HOLD* means a request made to the wrecker company by a police officer on behalf of the Kyle Police Department to maintain custody of a vehicle until approval to release the vehicle to the proper owner is given by the Police Department.

*MOTOR VEHICLE* means any vehicle which is self-propelled.

*NONCONSENT TOW* means the removal of any motor vehicle from a public or private place without the effective consent of the vehicle’s owner.

*OWNER’S REQUEST* means the operator or owner-or legal custodian of the vehicle of a wrecked or disabled vehicle may select a wrecker company to remove his or her vehicle and authorizes the Police Department to call that wrecker company on behalf of the individual.

*POLICE DEPARTMENT* means the Kyle Police Department.

*POLICE PULL* means when the Police Department has called a wrecker company from the rotation list to remove a wrecked or disabled vehicle or to remove a vehicle in a safe driving condition when the driver is absent, in custody or otherwise incapable of making authorization.

*PRIVATE PROPERTY COMMONLY USED BY THE PUBLIC* shall mean supermarkets or shopping center parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons and parking areas owned and operated for the convenience of, and commonly used by the public.

*PUBLIC PROPERTY* means any property owned by a governmental entity.

*RESTRICTED USE WRECKER* means a wrecker which otherwise complies with the terms and conditions of this chapter, including a current inspection certificate and all required equipment and insurance as set out in section 11-284 and 11-285, but which is operated by a company other than a wrecker company and is used exclusively for the purpose of hauling or towing vehicles owned or operated by the same company owning the wrecker.

*ROLLBACK UNIT* means a specific type of wrecker consisting of a drive-on-hydraulic-tilting, flat- surface bed truck equipped with a forward-mounted winch manufactured with the intent of being able to remove heavily damaged vehicles from the road surface by having the bed unit tilt to the surface and winching the vehicle up onto the flat surface bed. Any rollback unit used under this chapter shall meet all State of Texas tow truck requirements for its intended purpose. A rollback unit meeting all applicable requirements of this chapter and of state law shall be considered a qualified wrecker for the purpose of this chapter, subject to other limitations as set out herein; provided, however, that a rollback unit shall not qualify as a heavy-duty wrecker under this chapter.

*ROTATION* shall mean when the operator of a wrecked or disabled vehicle fails to designate a specific wrecker operator to remove the vehicle and he or she has authorized the Police Department to call a wrecker or heavy duty wrecker from the appropriate rotation list, a police initiated pull will utilize the same rotation list. A separate rotation list will exist for both wreckers and heavy duty wreckers. The Chief of Police will establish the fair and equal rotation lists.

*ROTATION PULL* means and refers to a wrecker company called from the wrecker rotation list.

*STREET* means any street, alley, avenue, lane, public place or highway within the corporate limits of the city.

*TOW TRUCK* means a vehicle equipped with a lifting device which is designed, made or adapted to tow or carry other vehicles but which does not meet the minimum requirements for a wrecker. Vehicles which are commonly referred to as “two-car haulers” or “three-car haulers” are included in this definition of TOW TRUCK.

*VEHICLE* means any device in, upon or by which any person or property is, or may be, transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

*VEHICLE STORAGE FACILITY* means a garage, parking lot, or other facility owned or operated by a person other than a governmental entity for storing or parking 10 or more vehicles per year or as amended by the Texas Administrative Code.

*WRECKED* means the status of any vehicle that has been damaged as the result of an accident so as to reasonably require that such vehicle be removed by a wrecker.

*WRECKER* means a motor vehicle used for the purpose of towing or removing disabled or wrecked vehicles which meets all the State of Texas tow truck requirements.

*WRECKER BUSINESS* means any wrecker company that hauls, tows or in any way moves vehicles by the use of a wrecker or tow truck.

*WRECKER COMPANY* means any individual, corporation, partnership or association engaged in the business of towing vehicles on public streets or highways for compensation or with the expectation of compensation for the towing, storage or repair of vehicles. The term *WRECKER COMPANY* includes the owner, operator, employee or agent or a towing company but does not include cities, counties or other political subdivisions of the state.

*WRECKER SELECTION* means the selection process provided for in section 11-286 and 11-288.

“Sec. 11-277. Vehicle Disabilities and Accidents Covered.

The prohibitions and requirements of this chapter shall apply to all vehicle accidents and vehicle disabilities occurring on public property or property having public access and commonly used by the public, regardless of whether or not the final resting place of a vehicle is upon the above described areas immediately after the accident or disability, police pulls for the vehicles for violations of the laws of the State of Texas, and those circumstances where the operator is incapacitated and unable to drive said vehicle, or if the operator is arrested.

“Sec. 11-278. Certain Emergencies Excepted.

The prohibitions and requirements of this chapter shall not apply to any person who necessarily must act immediately to prevent death or bodily injury to any person involved in an accident. This authority may include the use of any means necessary to clear a roadway, move or remove a vehicle or other item, or otherwise assist in the preservation of life or property.

“Sec. 11-279. Pushing or Towing.

A vehicle may be pushed or towed by another vehicle only when it does not reasonably require removal by a wrecker and only when it may be done in a safe manner. Tow trucks may not be used to remove a wrecked vehicle from the scene of an accident.

“Sec. 11-280. City Employees Shall Not Attempt to Influence Owners of Vehicles.

No employee of the city shall recommend to any person in any manner the name of any repair, wrecker or towing business, nor shall any city employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a repair, wrecker service or towing business.

“Sec. 11-281. Wrecker Prohibited At Scene Unless Called; Solicitation Prohibited.

- (A) No person shall drive a wrecker to the site of an accident or park in the immediate vicinity of an accident, within the corporate limits of the city unless such person has been called to the site by the owner of the vehicle, his or her authorized representative, or by the Police Department. Any wrecker company when called as provided herein shall notify the police dispatcher before proceeding to the disabled vehicle.
- (B) No person shall solicit in any manner, directly or indirectly, at the immediate site of an accident involving motor vehicles in the city, any business regarding wrecked or disabled vehicles, regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading or purchasing said vehicle. The presence of any person engaged in the wrecker business or other business for which solicitation is prohibited (such person not having been specifically summoned by the owner or legal custodian of the vehicle of a wrecked or disabled vehicle, or if not by the owner, the police officer in charge of the accident investigation) either as owner, operator, employee or agent on any street at the site of an accident or within the immediate vicinity within one hour after the happening of such accident shall be prima facie evidence of a solicitation in violation of this section.
- (C) Any person who violates, disobeys, omits, neglects or refuses to comply with or who resist the enforcement of any of the provisions of this section shall be fined not less than \$50.00 nor more than \$500.00.

“Sec. 11-282. Inspection Certificates Required for Wreckers and Heavy Wrecker.

No person shall operate a wrecker or heavy duty wrecker to remove a vehicle within the city unless a wrecker inspection certificate for such wrecker has been issued by the Chief of Police or designee. Such certificate shall be affixed securely to the inside of the windshield of such wrecker and displayed at all times.

“Sec. 11-283. Procedure for Acquiring Inspection Certificates, Wrecker Rotation List.

- (A) Any wrecker company desiring to engage in the wrecker business in the city shall annually apply in writing to the Chief of Police or designee on a form provided for that

purpose by the Chief of Police or designee for an inspection certificate for each wrecker proposed to be operated. The application shall contain the name, address and telephone number of the wrecker company, the number and types of wreckers to be operated, the legal owner of the company concerned and a statement that the applicant does or does not desire to appear on the "wrecker rotation list," and other information as required by the Chief of Police or designee to properly administer this ordinance.

- (B) The applicant shall submit an acceptable payment of a fee at the time of submitting the application in the amount of \$250.00 per application, which said fee shall be included in the City's Fee Schedule as adopted or amended by the City of Kyle city council.
- (C) Every application, when filed, shall be sworn to by the applicant and filed with the Kyle Police Department.

"Sec. 11-284. Qualifications, Equipment, Insurance.

The Chief of Police or designee shall issue an inspection certificate for each qualified wrecker which shall be valid until December 31 of the year in which same was issued. No inspection certificate authorizing the operation of a wrecker shall be operated in the city unless the following minimum requirements are met:

- (A) each wrecker shall be not less than one ton in size and shall have a gross vehicle weight of not less than 10,000 pounds.
- (B) Each wrecker shall be equipped with a lifting device, wench line and boom with a rated lifting capacity of not less than 8,000 pounds, single-line capacity.
- (C) Each wrecker shall carry as standard equipment towing mechanisms, safety chains, a properly functioning fire extinguisher and emergency lighting as approved by the Chief or Police or designee. Standard equipment for wreckers shall also include a broom, square point shovel and a receptacle for holding debris.
- (D) Wreckers which are qualified for the rotation list shall be equipped with flashing or rotating beacons capable of warning motorists, and such beacons shall be used in accordance with the Texas Transportation Code and, if approved, police radio communications of a type approved by the Chief of Police or designee.
- (E) Each wrecker shall have inscribed on both the passenger and driver doors, in letters not less than three inches in height, the name, city and telephone number of the wrecker company.
- (F) Each owner of a wrecker must furnish evidence of the minimum insurance coverage at the time of the application as defined and required for a tow truck by the Texas Administrative Code, Title 43, Chapter B.



- (G) Each policy of said insurance coverage must contain an endorsement providing for ten (10) days' notice to the city in the event of any material change or cancellation of any policy and shall name the city as an additional insured while the wrecker company is performing a wrecker job for the city.
- (H) Each wrecker company shall provide a telephone number to the Kyle Police dispatch division that will be the primary contact point for the Police Department, and such number shall be promptly answered twenty-four hours per day on each day of the year.

“Sec. 11-285. Requirements for Wrecker Rotation List.

In order to qualify for the wrecker rotation list, and to maintain a place on said list, the following requirements shall be met:

- (A) all delinquent taxes due to the city by a wrecker company must be paid prior to the wrecker company being added to the rotation list;
- (B) the applicant shall have a minimum of two wreckers and two certified drivers that meet the requirements of the Texas Department of Licensing and Regulation and that are available for wrecker service at all times, one of which may be a rollback unit as defined herein;
- (C) if a wrecker company elects to be added to the heavy-duty wrecker rotation list, the wrecker company must have a minimum of one heavy duty wrecker available for service at all times;
- (D) the applicant shall file a sworn statement that the applicant has no financial or ownership interest in any other wrecker service which is on the city's wrecker rotation list; and,
- (E) the applicant must have an individually-owned or leased vehicle storage facility within the city limits of Kyle unless the service is provided by a heavy-duty wrecker company. Heavy-duty wrecker companies are not required to have a storage facility within the city limits..

“Sec. 11-286. Grounds for Suspension or Removal.

- (1) After an administrative hearing, the Chief of Police may recommend suspension or removal of any wrecker company from the rotation list if:
  - (A) the place on the wrecker rotation list was procured by fraudulent conduct, concealment of or false statement of a material fact concerning the wrecker company at the time of the wrecker company makes its application or such fraudulent conduct is subsequently discovered; or
  - (B) the wrecker company violates the provisions of this chapter or any other city ordinance or any state law regulating vehicular traffic or wrecker companies; or,

- (C) the wrecker company fails to comply with the provisions of a storage area for wrecked or disabled vehicles; or,
  - (D) the wrecker company fails to protect the vehicle in its care as a result of a wrecker pull and fails to prevent parts, accessories and personal belongings from being removed from the vehicle, except as may be necessary to protect such items from theft; or,
  - (E) the wrecker company fails to deliver a vehicle directly to said company's vehicle storage facility, the location within the city limits as designated by the owner or legal custodian of the vehicle, or to the location designated by the police officer investigating the accident, provided such vehicle can be legally delivered to such location as designated by said officer, but this provision shall not apply when it is necessary to remove a vehicle to its ultimate destination by two separate tows because of an emergency or breakdown of a wrecker, and no charge is levied which is greater than the amount provided in §11-289 for a single tow from one point on a street to another location within the city limits; this shall not prohibit the wrecker company and the owner or legal custodian of the vehicle of the vehicle from entering into an agreement to deliver the vehicle to any other location, provided that the police officer investigating the accident has not required otherwise; or
  - (F) the wrecker company is repeatedly tardy without justification acceptable to the Police Chief or designee in arriving after being called to the scene of an accident by the Police Department for a rotation pull or police pull; or
  - (G) the wrecker company or its employee intentionally provides confidential arrest information learned by the wrecker company or its employee, as a result of a police action, from the scene of a rotation pull or police pull and provides this information to any other person, party or business in the city that may find it advantageous to acquire such information.
- (2) The Chief of Police shall give ten-days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is empowered to administer oaths to witnesses and to conduct hearings as otherwise provided by law.
- (3) Findings of the Chief of Police and said Chief's written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of suspension or removal from the rotation list shall not exceed one year, unless the violation occurs under division (A)(7) above, in which case removal from the rotation list will be permanent. If ownership of the permanently removed wrecker company changes, the new owners may apply to join the rotation list. The Chief of Police will present the application to the City Council, who has the final authority to affirm, reject or modify the application.
- (4) Any order of the Chief of Police in this section may be appealed to the City Council within ten days from the date of suspension or removal. The City Council shall have authority to reverse, affirm, vacate or modify the order of the Chief of Police; provided, that

in the event of affirmance of the order, the suspension shall commence upon the date of action by the City Council.

“Sec. 11-287. Procedure Used In Wrecker Selection.

- (A) When a police officer investigating an accident determines that any vehicle which has been involved in an accident should be removed by a wrecker, the officer shall first determine whether or not the legal custodian of the vehicle has already made arrangements with an authorized wrecker service or, if appropriate, a restricted use wrecker, for the removal of the vehicle.
- (B) If not, the officer shall request the legal custodian of the vehicle to either designate an authorized company or allow a wrecker to be called from the wrecker rotation list as follows:
  - (1) If the legal custodian of the vehicle selects a wrecker company, the investigating officer shall notify the Police Department dispatcher to call the wrecker company. If the requested wrecker company is unable to promptly respond, then the wrecker company first up on the rotation list will be called. If the first-up wrecker company is unavailable to respond, other wrecker companies in order on said list shall be called until an available company is located.
  - (2) If the legal custodian of the vehicle does not designate a wrecker company to be called, the investigating police officer shall notify the dispatcher to call the wrecker company first-up on the wrecker rotation list and furnish its name to the investigating officer. In such event, the investigating officer shall notify the police dispatcher who shall call the wrecker company next up from the wrecker rotation list and dispatch it to the scene. The vehicle or vehicles to be removed shall be taken to the place designated by the owner, legal custodian of the vehicle or by the investigating officer or to the wrecker company’s storage facility if no designation is made. If the responding wrecker company is unable to immediately provide a wrecker for each wrecked vehicle at the scene, the wrecker service next on the rotation list shall be called to remove excess vehicles.
- (C) On each succeeding accident or call, the next wrecker company on the rotation list will be called to respond. The Chief of Police will establish a fair and consistent rotation procedure to ensure equal service for each wrecker company on the rotation list.
- (D) To effect the wrecker rotation and heavy duty wrecker list procedure, the Police Department shall keep a master list of all wrecker companies which meet all the requirements of this chapter and are qualified to be on the wrecker rotation list and the heavy duty wrecker rotation list.

“Sec. 11-288. Storage; Wrecker Company Responsibility.

It shall be the responsibility of each wrecker company to provide a storage area for wrecked or disabled vehicles which are moved or towed as the result of a police or rotation pull. The storage area may be inspected by the Chief of Police or designee to determine whether it complies with the provisions of this section. A wrecker company or storage facility shall meet all requirements set forth in the Texas Administrative Code, Chapter 18, Chapters A through G, which establish the minimum standards for motor carrier laws and storage facilities, in order to qualify for participation on the rotation list. The storage area must also be located within the incorporated city limits of Kyle.

“Sec. 11-289. Fees for Service, Towing and Storage.

- (A) Towing. It is not the policy of the city to regulate the fees for towing or services provided by a wrecker company on the rotation list. However, no wrecker company on the rotation list shall charge a higher fee or rate for calls originating by virtue of the rotation list than for calls for similar services from other sources.
- (B) Rate sheet required. Each wrecker company shall provide to the Chief of Police or designee a rate sheet listing its published rates for towing and storage for each class, annually, or sooner if there is a rate change. This list shall also include all charges for ancillary services such as the use of dollies, dropping, hooking linkage, clearing debris off the roadway and similar charges. No charge shall be greater than those listed on the rate sheet.
- (C) Storage. Storage fees shall not exceed the limitations as set forth in state law. All storage charges shall cease at the time the owner or legal custodian of a stored vehicle requests the vehicle from the storage yard of the wrecker company, provided the request is made during regular business hours.
- (D) Other charges. Any ancillary services are to be performed only if required and appropriate.
- (E) Waiting time. A charge of not more than \$15.00 for each ½ hour of time spent shall be allowed for waiting to tow a vehicle.

“Sec. 11-290. Fee Regulation or Police Pull Not Involving Accident.

On a police pull for a vehicle that is in safe driving condition, but no owner or legal custodian of the vehicle or licensed operator is present to drive the vehicle from the site, the wrecker company called from the rotation list shall observe and maintain the same maximum fees provided for in this chapter. In the event a police pull is made for a tow-away zone or traffic law violator, the vehicle shall not be released to the owner or any other person until authorization is granted by the Police Department. If a police officer requests a hold placed on the vehicle, then the wrecker company and/or storage facility operator may not release the vehicle to any other person until authorization is granted by the Police Department.

“Sec. 11-291. Rules for Extraordinary Conditions; Large Vehicles.

- (A) If a vehicle is wrecked or disabled and a wrecker of ordinary lifting capacity cannot move the vehicle, the investigating police officer will summon a wrecker from the heavy-duty wrecker rotation list that has the capacity to move the vehicle. Charges rendered for services of wreckers of extraordinary lifting capacity shall not exceed the usual and customary charges for like services provided in the wrecker industry.
- (B) If in the opinion of city fire or police officials, a wrecked or disabled vehicle or its cargo constitutes a hazard to the public, any wrecker company shall act at the direction of the said city official.

“Sec. 11-292. Removal of Wrecks and Debris.

The operator of a wrecker shall remove from the street, along with the disabled vehicle, all broken or shattered glass and other debris and parts coming from the disabled vehicle. Failure to do so shall constitute a misdemeanor punishable as provided in the city’s Code of Ordinances and subject to cancellation of the wrecker license. A truck and trailer or pulled or transported items shall constitute one vehicle and shall be treated as such by the wrecker company.

“Sec. 11-293. Nonresident Wrecker Companies.

No provisions in this Article shall be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from some point in the city other than the site of an original accident to some point outside the city, nor shall it be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from a point outside the city limits to a destination inside the city limits.

“Sec. 11-294. Companies to Keep Records.

- (A) Every wrecker company qualified for and whose name appears at its request on the wrecker rotation list shall maintain at its storage facility any and all records pertaining to all vehicles moved by the wrecker company.
- (B) The records shall contain the following information:
  - (1) make, model and identification numbers of the disabled vehicle moved by the company;
  - (2) location from which a disabled vehicle was removed and the final destination of the vehicle;
  - (3) total amount charged for towing;
  - (4) storage rate per day;
  - (5) a detailed description of all personal property within the disabled vehicle at the time of its removal; and,

- (6) the date, time, name of the wrecker operator(s) involved in the tow.
- (C) The records described in subsection (B) of this section shall be preserved by the wrecker company for at least six (6) months from the date such company came into possession of the vehicle.
- (D) The wrecker company shall make available to the Chief of Police or designee said records upon request and within a reasonable time.

“Sec. 11-295. Establishment of Rotation Schedules.

The Chief of Police or designee shall establish a rotation procedures intended to provide equal service potential for each wrecker business on the rotation list. The procedures established by the Chief of Police shall be subject to review by the city council upon request by any wrecker company that alleges the procedures established are illegal.”

Section 4. Compliance with Open Meetings Act. 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 Article 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 5. Conflict. Any and all ordinances and resolutions and parts of ordinances and resolutions that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, 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 7. Codification. It is the intention of the city council that this ordinance shall become a part of the Code of Ordinances of the City of Kyle, and it may be renumbered and codified therein accordingly. Upon codification, at least four sections shall be reserved for future use.

Section 8. Publication. The City Secretary is directed to publish this ordinance in a newspaper of general circulation in the City of Kyle in compliance with the provisions of the City Charter.

Section 9. Effective Date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED AND ADOPTED on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
W. Ken Johnson, City Attorney



# CITY OF KYLE, TEXAS

## Amending Downtown Revitalization Program and Guidelines

Meeting Date: 2/17/2015  
Date time: 7:00 PM

### Subject/Recommendation:

Consider and take possible action to amend the city's downtown business revitalization program, including its guidelines, that council may consider and approve a grant to applicants of businesses not in the CBD-1 and CBD-2 districts if the applicants' businesses are likely to benefit revitalization of the downtown area. ~ *Diane Hervol, Mayor Pro Tem*

### Other Information:

- The city's Downtown Business Revitalization Program provides matching grants to qualifying businesses for various capital improvements to existing building or properties within the CBD-1 and CBD-2 downtown areas.
- The guidelines for the revitalization program require an application for businesses seeking a grant and other certain provisions regarding applicant qualifications and the grant selection process.
- The guidelines speak to CBD-1 and CBD-2 districts but includes, "The City reserves the right to amend the program guidelines at anytime."
- The ordinances creating the CBD districts and the ordinance funding the revitalization program do not address the guidelines currently in place; said guidelines were presumably prepared by staff.
- The guidelines clearly state that they may be amended by council at its discretion.
- The guidelines, ordinances creating the CBD districts, and the ordinance funding the program are attached.

*Ken Johnson, City Attorney*

### Legal Notes:

### Budget Information:

Cover Memo

Item # 23



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**Attachments / click to download**

- [📎 CBD-1 ordinance](#)
  - [📎 CBD-2 ordinance](#)
  - [📎 Ordinance No. 817](#)
  - [📎 Revitalization Program guidelines](#)
-

## *City of Kyle*

### *Economic Development*

#### **DOWNTOWN BUSINESS REVITALIZATION PROGRAM**

If you are starting, relocating, or own a small business within the downtown Kyle area, the City of Kyle has some great news! We have developed an assistance program for small businesses that have a capital investment of under \$1 million. The program provides matching grants to businesses for various capital improvements to existing building or properties within the designated downtown areas.

The Goals of this program are:

- To improve the attractiveness and utility of commercial buildings or property, in the central business districts (CBD1& CBD2).
- To promote the economic vitality of the historic CBD1 & CBD2.
- To support and promote start-up efforts of new and/or developing businesses within the CBD1 & CBD2.
- To promote the restoration and continued maintenance of historic commercial buildings in the CBD1 & CBD2.

#### ***CAPITAL IMPROVEMENTS***

If you are a business owner and your facility exterior is in need of a good sprucing up...this is the program for you! Projects such as repairing walls, replacing windows or a new coat of paint go a long way towards making your establishment a more inviting place to shop. It will also add to the overall appearance and perception of the business community. This program provides a matching grant with a maximum of **\$25,000**.

#### ***PROPERTY IMPROVEMENTS***

If your business gets a citation for safety and/or code violations, this program can help get your property back in compliance! With a correction plan approved by the city's Building Official, you may qualify for a matching grant for repairs with a maximum grant award of \$25,000.

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The matching funds for approved projects will be distributed on a reimbursement basis upon submission of paid third-party invoices including proof of canceled checks to the City of Kyle. Invoices submitted must reflect work approved in the submitted application. The applicant's match must be cash; no in-kind services will be accepted. Businesses within the City of Kyle are eligible to apply and may only receive one form of assistance per year. The program will be available during the fiscal year (October 1 to September 30) on a first come – first serve basis.

Applications will be accepted by the Economic Development Department at the City Administration Office and will be reviewed for recommendation by the City Economic Development & Tourism Committee. Upon recommendation of the ED&T Committee, applications will go before City Council for consideration and action.

Decisions regarding awards are within the sole discretion of the City of Kyle may not be appealed. The City reserves the right to amend the program guidelines at anytime. Applications can be picked up at the City Administrative Offices, 100 West Center Street and are due one week prior to the ED&T committee meeting, which is held the second Thursday of each month.

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Department of Economic Development  
City of Kyle  
100 West Center Street  
Kyle, Texas 78640  
(512) 262-1010

Email: Kyle-ED@cityofkyle.com Item # 23

## **CITY OF KYLE ECONOMIC DEVELOPMENT DOWNTOWN BUSINESS REVITALIZATION PROGRAM**

### **OVERVIEW**

This program is intended to promote the economic vitality of existing buildings and property within Kyle's central business districts and the Center Street business corridor, by providing matching grants for eligible projects designed to improve the buildings and infrastructure for businesses in the downtown area. Eligible projects may receive up to **\$25,000** reimbursement in the form of matching grant.

### **GOALS OF THE PROGRAM:**

- To improve the attractiveness and utility of commercial buildings or property in the *Central Business District 1 and Central Business District 2*.
- To promote the economic vitality of the *Central Business District 1 and Central Business District 2*.
- To support and promote start-up efforts of new and/or developing businesses within the CBD1 & CBD2.
- To promote restoration and continued maintenance of historic commercial buildings in the CBD1 & CBD2.

### **POTENTIAL GRANT AWARDS & REQUIRED MATCHING FUNDS:**

Maximum grant awards and required matching funds for eligible projects are as follows:

- \$3,001 to \$5,000 – *25% Matching Cash Investment*
- \$5,001 to \$10,000 – *30% Matching Cash Investment*
- \$10,001 to \$15,000 – *40% Matching Cash Investment*
- \$15,001 to \$25,000 – *50% Matching Cash Investment*

### **GRANT CRITERIA:**

Grants will be awarded for permanent capital improvements to commercial buildings or property, within the Kyle central business districts, subject to the following conditions:

- 1) The project must satisfy at least two (2) of the stated "Goals of the Program".
- 2) Eligible improvements to buildings are restricted to exterior elements of the structure (e.g., facades, awnings or canopies, lighting, etc.) visible by the general public.
- 3) Eligible improvements must be consistent with all applicable design guidelines and procedures required by the City of Kyle, including but not limited to, Section 66 "Conditional Use Overlay Districts" of the City Zoning Ordinance No.438.
- 4) Eligible improvements to property adjacent to commercial buildings or to other commercial property located within the designated area must be visible by the general public. Such improvements (e.g., lighting, street furniture, landscaping, sidewalks, etc.) must be deemed appropriate by the City.
- 5) Required applicant matching funds must represent documented cash investment in project; in-kind contributions will not be considered in meeting required matching investment.
- 6) Construction projects that are the subject matter of grants awarded under this program must be fully completed and invoiced within ninety (90) days of approval of said grant; City Council, at their sole discretion, may grant an extension of this time limitation for compelling reasons.
- 7) Invoices and proof of payment (*in the form of cancelled check*) are to be turned in within sixty (60) days of job completion.

Applicants must complete the *Kyle Downtown Business Revitalization Program* application form and submit it to the Economic Development's Department at 100 West Center Street. **Decisions regarding the grant applications are the sole discretion of the City of Kyle**, and will usually be formally considered at the first City Council meeting, following the submission of the application; and review/recommendation on same by the City Economic Development Committee. **The deadline for the ED&T Committee agenda is one week prior to the meeting, which is held on the second Thursday of each month. It is mandatory that the applicant be present at the appropriate Economic Development Committee and City Council meetings to answer any questions.**

**CITY OF KYLE ECONOMIC DEVELOPMENT  
DOWNTOWN BUSINESS REVITALIZATION PROGRAM  
GRANT APPLICATION**

**Part A:** (Please **type** or **print** requested information)

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

Type or Nature of Business: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Address of Property (if different from above): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager/Contractor: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Requested Amount: \_\_\_\_\_

Matching Funds Amount: \_\_\_\_\_

Total Projects Costs (please attach detailed cost summary): \_\_\_\_\_

Source for Matching Funds: \_\_\_\_\_

Estimated Timetable for Completion

Project Start Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Goals of Program Addressed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of Proposed Project *(attach copies of all applicable construction bids/estimates)*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
In consideration and acceptance of the grant application above, I hereby release the City of Kyle, and certify that I have the legal authority to execute this release on behalf of the above address. I understand that the City of Kyle and program staff have the right to use grant projects and photographs for marketing and promotion purposes.

\_\_\_\_\_  
Signature of Applicant Title Date

\_\_\_\_\_  
Tax ID#

(Decisions regarding awarding Grants are at the sole discretion of the City of Kyle).

Please submit application to:  
Department of Economic Development  
City of Kyle  
100 West Center Street  
Kyle, TX 78640

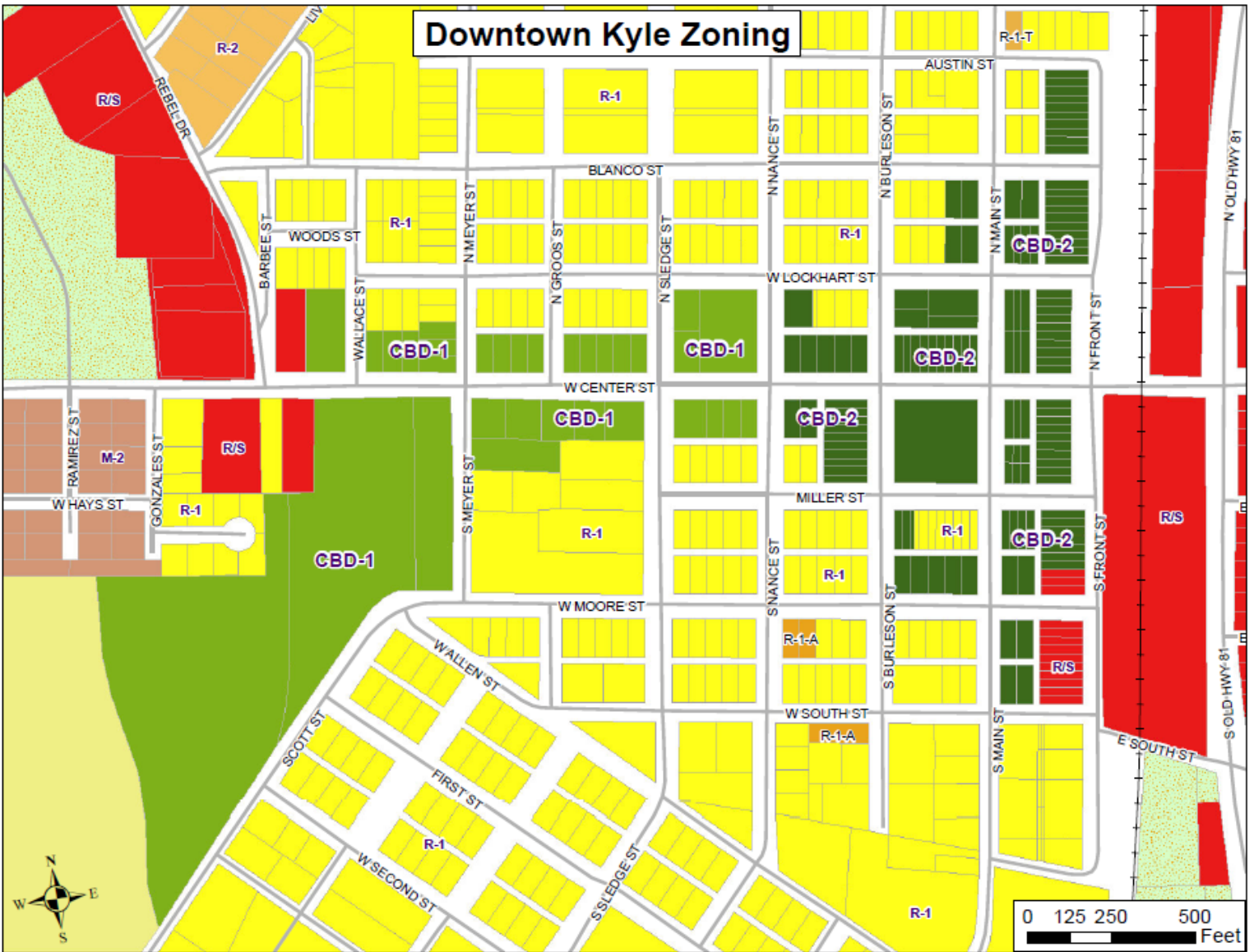
(If grant applicant is not property owner, please include the following)

**PROPERTY OWNER AUTHORIZATION MUST BE OBTAINED, IF APPLICANT IS NOT THE PROPERTY OWNER:**

In consideration and acceptance of the grant application above, I hereby release the City of Kyle, and certify that I have the legal authority to execute this release on behalf of the above address. I understand that the City of Kyle and program staff have the right to use grant projects and photographs for marketing and promotion purposes.

I, \_\_\_\_\_, owner of the property at \_\_\_\_\_, give my authorization for \_\_\_\_\_ to make the improvement(s) described in this grant application.

\_\_\_\_\_  
Signature, Property Owner Today's Date Item # 23



DIVISION 14. - CENTRAL BUSINESS DISTRICT 1, DISTRICT CBD-1

Sec. 53-418. - Permitted uses.

- (a) The CBD-1 central business district 1 principally addresses development in the original town and central area of the city, allowing a mix of uses including, office, restricted commercial, and residential uses excluding multifamily, which uses will generate a low volume of vehicular traffic and will encourage pedestrian traffic and include only the specifically listed uses in section 53-1230
- (b) The additional uses permitted in the CBD-1 central business district 1 shall be as provided in section 53-1230

(Ord. No. 438, § 37(a), 11-24-2003)

Sec. 53-419. - Conditions and limitations.

The conditions and limitations on uses in the CBD-1 district are as follows:

- (1) The use is conducted wholly within an enclosed building, except for delivery.
- (2) Required yards and outdoor areas not to be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.
- (3) The use is not objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused customer and employee vehicles, such odors, smoke, dust, noise or vibration be generally contained within the property. Garbage and refuse disposal and storage areas, delivery areas, and similar outside use areas that are necessary and incidental to the main use will be screened by approved fencing or landscaping.
- (4) Signs (advertising) must be in compliance with all applicable ordinances.
- (5) Establishments located on property that is within 300 feet of any property zoned for a residential use may not be open to the general public before 6:30 a.m. and must be closed to the general public by 10:00 p.m.
- (6) Glare. No use or operation in an CBD-1 district may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.
- (7) The rear yard of all projects constructed or developed within this district shall be screened in compliance with the screening requirements of section 53-994

(Ord. No. 438, § 37(b), (f)—(h), 11-24-2003)

Sec. 53-420. - Site plan regulations.

An approved site plan shall be required within central business district 1. The site plan shall meet the requirements for site plans and construction plans as set forth in this chapter and in any other ordinances of the city. In addition to such other requirements, the site plan shall show and include sidewalks (pedestrian walkways) that must be constructed of brick, pavers, or concrete with an exposed broom finish, and connect to the adjacent property having a common frontage, driveways, setbacks, fencing and screening of all incidental and necessary outside uses.

(Ord. No. 438, § 37(c), 11-24-2003)

Sec. 53-421. - Building facade requirements.

All new buildings constructed within this district, and all existing buildings refurbished or reconstructed within the district, shall be constructed and maintained in the same or consistent architectural style as those buildings found within the district.

(Ord. No. 438, § 37(d), 11-24-2003)

Sec. 53-422. - Parking requirements.

All parking must be located to the rear of building within the district along Center Street. Corner lots along Center Street may apply for parking variance to allow parking on property facing the side street, if a variance is granted, parking must be set back from Center Street at a minimum of 25 feet. Additional parking requirements as provided in chart 4 in section 53-33(n).

(Ord. No. 438, § 37(e), 11-24-2003)

Secs. 53-423—53-442. - Reserved.

DIVISION 15. - CENTRAL BUSINESS DISTRICT 2, DISTRICT CBD-2

Sec. 53-443. - Permitted uses.

- (a) The CBD-2 central business district 2 is less restrictive than CBD-1 and principally addresses development in the original town and central area of the city, allowing a mix of uses including, office, restricted commercial, restricted multi-family residential and residential uses. Each multi-family dwelling unit shall be required to have a minimum of five hundred (500) square feet of living area.
- (b) The uses permitted in the CBD-2 central business district 2 shall be as provided in section 53-1230

(Ord. No. 438, § 38(a), 11-24-2003; Ord. No. 668, § 2, 8-16-11)

Sec. 53-444. - Conditions and limitations.

The conditions and limitations on uses in the CBD-2 district are as follows:

- (1) The use be conducted wholly within an enclosed building.
- (2) Required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.
- (3) The use is not objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused customer and employee vehicles, such odors, smoke, dust, noise or vibration be generally contained within the property.
- (4) Signs (advertising) must be in compliance with all applicable ordinances.
- (5) The conditions and limitations and permitted uses applicable to the district governing the proposed use of the property shall apply within the central business district 2.
- (6) Uses as determined by the planning and zoning commission and the council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted.

(Ord. No. 438, § 38(b), 11-24-2003)

Sec. 53-445. - Site plan regulations.

The site plan regulations applicable to the district governing the proposed use of the property shall apply within the central business district; provided that sidewalks (pedestrian walkways) must be



constructed of brick, pavers, or concrete with an exposed broom finish, and connect to the adjacent property having a common frontage.

(Ord. No. 438, § 38(c), 11-24-2003)

Sec. 53-446. - Building facade requirements.

All new buildings constructed or existing buildings within this district for any use or occupancy listed in CBD-2 or CBD-1 shall be constructed or maintained in the same architectural style as those buildings found within district, and if the building is within the historical district the review and action by the historic preservation commission will be required.

(Ord. No. 438, § 38(d), 11-24-2003)

Sec. 53-447. - Parking requirements.

See the parking regulations and requirements and chart 4 in section 53-33(n).

(Ord. No. 438, § 38(e), 11-24-2003)

Sec. 53-448. - Glare.

No use or operation in CBD-2 district may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

(Ord. No. 438, § 38(f), 11-24-2003)

Secs. 53-449—53-479. - Reserved.

Secs. 53-423—53-442. - Reserved.

DIVISION 15. - CENTRAL BUSINESS DISTRICT 2, DISTRICT CBD-2

Sec. 53-443. - Permitted uses.

- (a) The CBD-2 central business district 2 is less restrictive than CBD-1 and principally addresses development in the original town and central area of the city, allowing a mix of uses including, office, restricted commercial, restricted multi-family residential and residential uses. Each multi-family dwelling unit shall be required to have a minimum of five hundred (500) square feet of living area.
- (b) The uses permitted in the CBD-2 central business district 2 shall be as provided in section 53-1230 (Ord. No. 438, § 38(a), 11-24-2003; Ord. No. 668, § 2, 8-16-11)

Sec. 53-444. - Conditions and limitations.

The conditions and limitations on uses in the CBD-2 district are as follows:

- (1) The use be conducted wholly within an enclosed building.
- (2) Required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.
- (3) The use is not objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused customer and employee vehicles, such odors, smoke, dust, noise or vibration be generally contained within the property.
- (4) Signs (advertising) must be in compliance with all applicable ordinances.
- (5) The conditions and limitations and permitted uses applicable to the district governing the proposed use of the property shall apply within the central business district 2.
- (6) Uses as determined by the planning and zoning commission and the council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted.

(Ord. No. 438, § 38(b), 11-24-2003)

Sec. 53-445. - Site plan regulations.

The site plan regulations applicable to the district governing the proposed use of the property shall apply within the central business district; provided that sidewalks (pedestrian walkways) must be constructed of brick, pavers, or concrete with an exposed broom finish, and connect to the adjacent property having a common frontage.

(Ord. No. 438, § 38(c), 11-24-2003)

Sec. 53-446. - Building facade requirements.

All new buildings constructed or existing buildings within this district for any use or occupancy listed in CBD-2 or CBD-1 shall be constructed or maintained in the same architectural style as those buildings found within district, and if the building is within the historical district the review and action by the historic preservation commission will be required.

(Ord. No. 438, § 38(d), 11-24-2003)

Sec. 53-447. - Parking requirements.

See the parking regulations and requirements and chart 4 in section 53-33(n).

(Ord. No. 438, § 38(e), 11-24-2003)

Sec. 53-448. - Glare.

No use or operation in CBD-2 district may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

(Ord. No. 438, § 38(f), 11-24-2003)

Secs. 53-449—53-479. - Reserved.

**ORDINANCE NO. 817**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 744 ADOPTED ON SEPTEMBER 4, 2013 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND BY APPROPRIATING \$50,000.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR THE CITY'S DOWNTOWN REVITALIZATION GRANT PROGRAM.**

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

**Section 1.0 Amendment to Current Budget.** That the appropriations for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014, for the support of the general government of the City of Kyle, Texas, be amended for said term by increasing the amount of appropriations for expenditures in the City's General Fund by \$50,000.00 from the Fund Balance of the General Fund in order to provide funding in the Economic Development Department budget for the City's Downtown Revitalization Grant Program.

**Section 2.0 Approval of Amendment.** That the amendment, as shown in words and figures above, is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014.

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

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

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

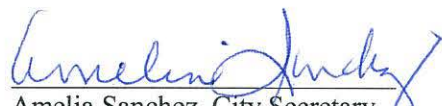
**PASSED AND APPROVED on First Reading this the 5th day of August, 2014.**

**FINALLY PASSED AND APPROVED on this the 19th day of August, 2014.**

**THE CITY OF KYLE, TEXAS**

  
R. Todd Webster, Mayor

**ATTEST:**

  
Amelia Sanchez, City Secretary



# CITY OF KYLE, TEXAS

Meeting Date: 2/17/2015  
Date time: 7:00 PM

## Resolution concerning groundwater

**Subject/Recommendation:** Approve a resolution supporting representative Jason Isaac in his efforts to establish the proper local regulation of commercial and non-exempt groundwater production in aquifer areas currently outside of the respective groundwater conservation districts in Hays County. ~  
*David Wilson, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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 [Resolution](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, SUPPORTING REPRESENTATIVE JASON ISAAC IN HIS EFFORTS TO ESTABLISH THE PROPER LOCAL REGULATION OF COMMERCIAL AND NON-EXEMPT GROUNDWATER PRODUCTION IN AQUIFER AREAS CURRENTLY OUTSIDE OF THE RESPECTIVE GROUNDWATER CONSERVATION DISTRICTS IN HAYS COUNTY; 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, Chapter 36 of the Texas Water Code states groundwater conservation districts may be created "in order to provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and of groundwater reservoirs or their subdivisions, and to control subsidence caused by withdrawal of water from those groundwater reservoirs or their subdivisions, consistent with the objectives of Section 59, Article XVI, Texas Constitution"; and

WHEREAS, it is recognized that the boundaries of groundwater conservation districts, counties, and other jurisdictions are not consistent with the hydrogeology of the area, creating ineffective regulations which are further complicated by the existence of multiple aquifers and geological conditions within certain groundwater conservation districts; and

WHEREAS, in order to protect the private property rights of individuals, the Texas Legislature amended Chapter 36 of the Texas Water Code in 2011 by adding language which includes, "the legislature recognizes that a landowner owns the groundwater below the surface of the landowner 's land as real property"; and

WHEREAS, Chapter 36 of the Texas Water Code further confirms that a landowner, including a landowner 's lessees, heirs, or assigns, is entitled to produce groundwater below the surface of real property, "without causing waste or malicious drainage of other property"; and

WHEREAS, the existence of aquifer areas not regulated by local groundwater conservation districts creates the possibility that landowner property rights may be infringed upon by the commercial production of groundwater that results in the malicious drainage of the landowner 's real property; and

WHEREAS, these unregulated areas of aquifers further create inconsistencies in rules and regulations for commercial production of groundwater which can detrimentally affect market principles and create barriers to competition; and

WHEREAS, the ability to produce groundwater for domestic and agricultural uses is paramount to the individual rights of all Texans;

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

Section 1. 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. The city council of the City of Kyle supports Representative Jason Isaac in his efforts to establish the proper local regulation of commercial and non-exempt groundwater production in aquifer areas currently outside of the respective groundwater conservation districts in Hays County.

Section 3. 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 4. 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 17th day of February, 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

## City Manager's Report

Meeting Date: 2/17/2015  
Date time: 7:00 PM

**Subject/Recommendation:** Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *J. Scott Sellers, City Manager*

- Discussion of Transportation Master Plan Workshop
- Upcoming workshop items
- Committees discussion
- Charter Review discussion

**Other Information:**

**Legal Notes:**

**Budget Information:**

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Attachments / click to download

 [Ordinance 721 Code](#)

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Cover Memo

Item # 25

- **Sec. 2-103. - Membership and appointments; term of office and vacancy.**

(a)

*Membership and appointment.* Each **committee** shall be composed of up to nine members: nine residents of the city (the "citizen members"), with one citizen member chosen from each single member voting district, three citizen members chosen from the city at large (the "citizen members"), one chairperson member chosen from the city at large, and up to two alternate members chosen from the city at large. The city council shall appoint the members of the **committees** upon the recommendation of the mayor. The chairperson of each **committee** shall recommend members to the mayor, with consultation from a city staff liaison from the department that performs duties most similar to that of the **committee**. In making citizen member appointments, preference shall be given to persons who do not already serve on one of the **committees** or another city board or commission.

(b)

*Citizen members' terms and vacancy.* The citizen members of each **committee** shall serve for a two-year term. The places occupied by the citizen members of each **committee** shall be identified by place numbers one through seven. The chairperson shall hold place number 1. The citizen members from district 2, district 4, and district 6 shall hold place number 2, place number 4, and place number 6, respectively. Places 3, 5 and 7 shall be held by the remaining three at large appointees. The term of the odd-numbered places shall expire on September 30 of odd-numbered years; the term of the even-numbered places shall expire on September 30 of even-numbered years. Citizen members may be appointed to succeed themselves; provided that citizen members shall be limited to serving two terms on each **committee**. Vacancies shall be filled for unexpired terms by appointment by the city council upon the recommendation of the mayor in accordance with subsection [2-103\(a\)](#), but no member shall be appointed for a term in excess of two years. Newly appointed members shall be installed at the first regular **committee** meeting after their appointment. Members shall be eligible for re-appointment at any time following the termination of their two-year term, subject to term limitations.

(c)

*Alternates.* Alternates are hereby authorized to serve as special members of each **committee** and to fulfill the role of a regular voting member only in the case of the absence of one or more members of the **committee** at any regular meeting, with Alternate 1 first filling any vacancy, and then Alternate 2 filling any additional, except in the case where Alternate 1 is not in attendance in which case Alternate 2 would fill the first vacancy. This is to allow quorums to exist so that the business of the city may be conducted even when there may be vacancies and or absent **committee** members that would otherwise prohibit a quorum from existing. Alternate **committee** members shall not be counted for the purposes of determining a quorum unless they are substituting for an absent member or vacant place. Alternate 1 and Alternate 2 will be considered even and odd places per their numerical designation for the purposes of determining expiration of terms but will not have an official place designation of their own as they are special members that are only elevated to a voting capacity in the absence of one or more of the **committee** members.

(d)

*Transition of parks and recreation **committee** members.* The current members of the parks and recreation **committee** shall serve until expiration of their terms. The seat numbers assigned to the current members shall correspond to the place numbers established in subsection [2-103\(b\)](#). Vacancies shall thereafter be filled in accordance with this subdivision.

(e)

*Continued service.* When the term of office for a member expires, the member shall continue to serve until a new member is appointed to the member's place.

(f)

*Compensation.* **Committee** members shall serve without compensation.

(g)

*Chairperson and vice-chairperson.* The **committee** shall determine the chairperson and the vice-chairperson. The vice-chairperson shall serve as chairperson in the absence of the chairperson.

(h)

*Dismissal of members.* The council shall have the authority to dismiss members with or without cause or to abolish any **committee** with or without cause.

*(Ord. No. 550, § 4, 10-7-2008; Ord. No. 672, 9-6-2011; Ord. No. 696, § 2, 4-3-2012; [Ord. No. 721](#), § 2, 3-19-2013)*