

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 4/21/2015, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 17th day of April, 2015 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Regular Meeting - April 7, 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. Presentation on Catalyst Commercial's 2nd quarter activity. ~ *Diana Torres, Director of Economic Development*

 [Attachments](#)

V. Consent Agenda

3. *(Second Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$16,629.13; General Fund by \$9,529.13 and the Hotel Occupancy Fund by \$7,100.00 and decreasing fund balance by the same amounts in the respective Funds. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

4. Award a contract in an amount not to exceed \$49,300.20 to CATARINA CONSTRUCTION, LLC, Austin, Texas, lowest and most responsible bidder to perform all work required for the Woodlands Drive Reconstruction Project. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

5. Approve contract Task Order No. 1 to K. FRIESE & ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$25,450.00 for the purpose of providing surveying and engineering services for the Scott Street Waterline Improvements Project. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

6. Approve Change Order No. 1 for KLEINFELDER CENTRAL, INC., Austin, Texas, in an amount not to exceed \$4,000.00 for additional engineering/inspection services increasing the total contract amount to \$18,300.00 for the Roland Lane Elevated Storage Tank Rehabilitation. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

7. Approve a resolution accepting Hometown Kyle Subdivision Phase 3 Section 6 improvements. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

8. Approve a resolution accepting Hometown Kyle Subdivision Phase 4 Section 3 improvements. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

9. A Resolution of the City of Kyle showing support for the development, design and construction of and the expansion of FM 1626 in the City of Kyle and in Northern Hays County, supporting the Capital Area Metropolitan Planning Organization's Mobility 2035 Long-Range Plan, and the Hays County Master Transportation Plan, and urging the Texas Department of Transportation to approve the FM 1626 southern extension document environmental plan, and also urging the Texas Department of Transportation to work in coordination with Hays County and surrounding communities to implement the context sensitive design solutions identified by Hays County along the 1626 corridor. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

10. (*First Reading*) An Ordinance by the City of Kyle, Texas, ("City") responding to the application of Centerpoint Energy Entex, South Texas Division to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty-five days; authorizing the City to participate with other cities in the review of the GRIP request; determining that the meeting at which the ordinance was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

VI. Consider and Possible Action

11. *(First & Final Reading)* An Ordinance authorizing the issuance of "City of Kyle, Texas General Obligation and Refunding Bonds, Series 2015" in an amount not to exceed \$45,000,000; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City to pay the interest on said bonds and to create a sinking fund for the redemption thereof and the assessment and collection of such taxes; authorizing the delivery of an escrow agreement; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds. ~ *Perwez A. Moheet, CPA, Director of Finance*

- **PUBLIC HEARING**

 [Attachments](#)

12. *(First Reading)* An Ordinance of the City of Kyle, Texas, amending Chapter 29, "Sign Standards and Permits" of the City's Code of Ordinances relative to permitting existing off-premise commercial billboards to be converted to changeable electronic variable message signs ("CEVMS") subject to specific approval of the City Council; Amending various sections of the sign regulations to be consistent with the ability to convert existing commercial billboards into CEVMS; Repealing all conflicting ordinances; requiring a sign face exchange ratio for digital display signs; Providing operational requirements for digital display signs. ~ *Mario Perez, Building Official*

Planning and Zoning Commission voted 5-2 to recommend approval.

- **PUBLIC HEARING**

 [Attachments](#)

VII. City Managers Report

13. Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *J. Scott Sellers, City Manager*

- Update on Save Our Springs Lawsuit
- Charter Review Update

 [Attachments](#)

VIII. General Discussion

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

 [Attachments](#)

IX. Executive Session

15. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene in Executive Session(s) from time to time as deemed necessary

during this meeting. The City Council may convene into Executive Session to discuss any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Contract negotiation with other entity for utility services
 - Update on lawsuits
1. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
2. Personnel matters pursuant to Section 551.074.
3. Economic development negotiations pursuant to Section 551.087.

 [Attachments](#)

16. Take action on items discussed in Executive Session.

 [Attachments](#)

X. ADJOURN

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

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



CITY OF KYLE, TEXAS

City Council Regular Meeting - April
7, 2015

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - April 7, 2015 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the April 7th Regular Meeting of the City Council, a copy of which is included with the meeting packet.

Legal Notes:

Budget Information:

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Attachments / click to download

[City Council Regular Meeting Minutes - April 7, 2015](#)

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

Mayor Todd Webster	Phil Doll
Mayor Pro Tem Diane Hervol	Sylvia Gallo
Council Member Becky Selbera	Tricia Schneider
Council Member Tammy Swaton	
Council Member Shane Arabie	
Council Member David Wilson	
City Manager Scott Sellers	
James Earp, Assistant City Manager	
Frank Garza, City Attorney	
Perwez Moheet, Finance Director	
Jerry Hendrix, Chief of Staff	
Kerry Urbanowicz, Parks Director	
Diana Torres, Director of Economic Development	
Robert Olvera, IT	
Connie Brooks, Library Director	
Leon Barba, City Engineer	
Captain Hernandez, Police Department	

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 Swaton, Council Member Arabie, Council Member Wilson.

Mayor Webster stated that Council Member Selbera was stuck in traffic and would arrive soon.

Council Member Bellows was absent.

APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING - MARCH 17, 2015 ~ AMELIA SANCHEZ, CITY SECRETARY

Mayor Pro Tem Hervol moved to approve the minutes of the City Council Regular Meeting of March 17, 2015. Council Member Swaton seconds the motion. All aye. Motion carried 5-0.

CITY COUNCIL REGULAR MEETING

April 7, 2015 – Page 2

Kyle City Hall

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

THE CITY COUNCIL WELCOMES COMMENTS FROM CITIZENS EARLY IN THE AGENDA OF REGULAR MEETINGS. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AT THE KYLE CITY HALL. SPEAKERS MAY BE PROVIDED WITH AN OPPORTUNITY TO SPEAK DURING THIS TIME PERIOD, AND THEY MUST OBSERVE THE THREE-MINUTE TIME LIMIT.

Mayor Webster opened the Citizens Comments at 7:02 p.m. Tricia Schneider, Court Appointed Special Advocate (CASA) spoke and thanked Council for their recognition and invited the public to report child abuse and get involved. Sylvia Gallo spoke about the Hays fiesta and invited everyone to attend to celebrate the heritage, history and culture at the May 2nd fiesta. Phil Doll spoke and stated he lived in the Woodlands and that they were having issues with the HOA. He stated they were going to hire an attorney and asked for the Councils support. Damon Fogley spoke and stated he also live in the Woodlands and agreed with Mr. Dolls comments. He stated there was no representative or organization, and there were issues including property values lowered, pool condemned and water sprinklers were left on all day. He asked Council for their attention to the matter. With no one else wishing to speak Mayor Webster closed staff and that Citizens Comments at 7:03 p.m.

CONSENT AGENDA

(SECOND READING) AN ORDINANCE GRANTING FREDERICK SMITH DBA S&S TRANSPORT A FRANCHISE TO PROVIDE NON-EMERGENCY SHUTTLE 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 SHUTTLE SERVICES; PROVIDING PENALTIES FOR NONCOMPLIANCE WITH FRANCHISE. ~ *JERRY HENDRIX, CHIEF OF STAFF*

(SECOND READING) AN ORDINANCE SUSPENDING THE IMPLEMENTATION OF THE INTERIM RATE ADJUSTMENT BY TEXAS GAS SERVICE COMPANY UNDER SECTION 1.04.301 OF THE TEXAS UTILITIES CODE WITHIN THE CITY OF KYLE, TEXAS, PENDING HEARING AND DISCUSSION BY THE CITY COUNCIL. ~ *JERRY HENDRIX, CHIEF OF STAFF*

(FIRST READING) APPROVE AN ORDINANCE AMENDING THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2014-15 BY INCREASING TOTAL APPROPRIATIONS FOR EXPENDITURES BY \$16,629.13; GENERAL FUND BY \$9,529.13 AND THE HOTEL OCCUPANCY FUND BY \$7,100.00 AND DECREASING FUND BALANCE BY THE SAME AMOUNTS IN THE RESPECTIVE FUNDS. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

CITY COUNCIL REGULAR MEETING

April 7, 2015 – Page 3

Kyle City Hall

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SPARKS ENGINEERING, INC., ROUND ROCK, TEXAS, IN AN AMOUNT NOT TO EXCEED \$4,600.00 TO COMPLETE AN INITIAL STRUCTURAL ASSESSMENT OF THE KYLE HISTORIC WATER TOWER & STORAGE TANK. ~ *JERRY HENDRIX, CHIEF OF STAFF*

DECLARE ALL IT COMPUTER EQUIPMENT AS IDENTIFIED AND LISTED HERewith TO BE SURPLUS CITY OWNED PROPERTY AND AUTHORIZE THE SALE OF SAID SURPLUS CITY PROPERTY AS LISTED TO THE HIGHEST BIDDER BY AUCTION ON GOVDEALS, AN INTERNET-BASED AUCTION MARKETPLACE. ~ *ROBERT OLVERA, IT ADMINISTRATOR*

APPROVE A RESOLUTION ACCEPTING BUNTON CREEK SUBDIVISION PHASE 1B IMPROVEMENTS. - *LEON BARBA, P.E., CITY ENGINEER*

APPROVE CONTRACT TASK ORDER NO. 2 TO NEPTUNE-WILKINSON ASSOCIATES, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE MORENO STREET WASTEWATER IMPROVEMENTS. - *LEON BARBA, P.E., CITY ENGINEER*

APPROVE CONTRACT AMENDMENTS NO. 3 AND NO. 4 WITH ESPEY CONSULTANTS, INC. DBA RPS, AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$226,922.00 FOR THE PURPOSE OF PROVIDING ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR DESIGN CHANGES, BID AND AWARD PHASE, CONSTRUCTION PHASE AND MATERIALS TESTING TO THE SOUTHSIDE WASTEWATER IMPROVEMENTS PROJECT. - *LEON BARBA, P.E., CITY ENGINEER.*

APPROVE A RESOLUTION AUTHORIZING THE NEGOTIATION OF AN AGREEMENT WITH CIVIL ENGINEERING CONSULTANTS (CEC) TO PROVIDE CONSULTING SERVICES TO PROVIDE A COMPREHENSIVE STREET PAVEMENT EVALUATION AND ASSESSMENT; PROVIDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED IS OPEN TO THE PUBLIC IN COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING AN EFFECTIVE DATE; MAKING findings of fact; and providing for related matters herein. ~ *Leon Barba, P.E., City Engineer*

Mayor Pro Tem Hervol moved to approve Consent Agenda items # 2 ~ (*Second Reading*) An ordinance granting Frederick Smith dba S&S TRANSPORT a franchise to provide non-emergency shuttle 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 shuttle services; providing penalties for noncompliance with franchise; # 3 ~ (*Second Reading*) An ordinance suspending the implementation of the interim rate adjustment by TEXAS GAS SERVICE COMPANY under Section 1.04.301 of the Texas Utilities Code within the City of Kyle, Texas, pending hearing and discussion by the City Council;

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

#4 ~ (*First Reading*) Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$16,629.13; General Fund by \$9,529.13 and the Hotel Occupancy Fund by \$7,100.00 and decreasing fund balance by the same amounts in the respective Funds; #5 ~ Approve a professional services agreement with SPARKS ENGINEERING, INC., Round Rock, Texas, in an amount not to exceed \$4,600.00 to complete an initial structural assessment of the Kyle Historic Water Tower & Storage Tank; #6 ~ Declare all IT computer equipment as identified and listed herewith to be surplus city owned property and authorize the sale of said surplus city property as listed to the highest bidder by auction on GovDeals, an internet-based auction marketplace; #7 ~ Approve a resolution accepting Bunton Creek Subdivision Phase 1B improvements; #8 ~ Approve contract Task Order No. 2 to NEPTUNE-WILKINSON ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$20,000.00 for the purpose of providing engineering services for the Moreno Street Wastewater Improvements; #9 ~ Approve Contract Amendments No. 3 and No. 4 with ESPEY CONSULTANTS, INC. dba RPS, Austin, Texas, in an amount not to exceed \$226,922.00 for the purpose of providing additional professional engineering services for design changes, bid and award phase, construction phase and materials testing to the Southside Wastewater Improvements Project; #10 ~ Approve a resolution authorizing the negotiation of an agreement with CIVIL ENGINEERING CONSULTANTS (CEC) to provide consulting services to provide a comprehensive street pavement evaluation and assessment; providing that the meeting at which this resolution was passed is open to the public in compliance with the Open Meetings Act; providing an effective date; making findings of fact; and providing for related matters herein. Council Member Arabia seconds the motion. All aye. Motion carried 5-0.

CONSIDER AND POSSIBLE ACTION

CONSIDER A REQUEST BY CIRCUS AGUILAR ON BEHALF OF EDWARD R. COLEMAN FOR A CONDITIONAL USE PERMIT TO HOLD A CIRCUS OPEN TO THE PUBLIC FROM MAY 14TH - MAY 18TH, 2015 ON PROPERTY LOCATED AT 24801 IH-35 (CENTRAL TEXAS SPEEDWAY). CUP-15-002 ~ *DEBBIE A. GUERRA, PLANNING TECHNICIAN*

PUBLIC HEARING

Mayor Webster opened the Public Hearing at 7:11 p.m. to hear comments on a request by Circus Aguilar on behalf of Edward R. Coleman for a Conditional Use Permit to hold a Circus open to the public from May 14th - May 18th, 2015 on property located at 24801 IH-35 (Central Texas Speedway). CUP-15. With no one wishing to speak Mayor Webster closed the Public Hearing at 7:11 p.m.

Mayor Pro Tem Hervol move to approve a request by Circus Aguilar on behalf of Edward R. Coleman for a Conditional Use Permit to hold a Circus open to the public from May 14th - May 18th, 2015 on property located at 24801 IH-35 (Central Texas Speedway). CUP-15. Council Member Swaton seconds the motion. All aye. Motion carried 5-0

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

(FIRST READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING LOT 15 OF KYLE INDUSTRIAL PARK (APPROXIMATELY 0.792 ACRES) FROM COMMERCIAL-2 "C-2" TO WAREHOUSE "W" AND TO ASSIGN ORIGINAL ZONING TO LOT 16 (APPROXIMATELY 1.175 ACRES) AND LOT 17 (APPROXIMATELY 1.05) OF KYLE INDUSTRIAL PARK FROM AGRICULTURE "AG" TO WAREHOUSE "W", ON PROPERTY LOCATED ON KYLE CROSSING AND SOUTH OF KOHLER'S CROSSING, IN HAYS COUNTY, TEXAS. (JOE AND KATHERINE TORRES, Z-14-020). ~ *DEBBIE A. GUERRA, PLANNING TECHNICIAN*

Planning and Zoning Commission voted 6-0 to approve the request

PUBLIC HEARING

Mayor Webster stated *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning Lot 15 of Kyle Industrial Park had been requested removal by the requestor.

Council Member Wilson moved to table the item. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 5-0.

AUTHORIZE AN EXPENDITURE FROM THE HOTEL OCCUPANCY TAX FUND IN AN AMOUNT NOT TO EXCEED \$2,500 TO FUND IN-KIND CONTRIBUTIONS IN SUPPORT OF THE CINCO DE MAYO FIESTA SCHEDULED FOR MAY 2, 2015, AS REQUESTED BY HAYS FIESTA, SYLVIA GALLO. ~ *JERRY HENDRIX, CHIEF OF STAFF*

Council Member Wilson moved to approve an expenditure from the Hotel Occupancy Tax Fund in an amount not to exceed \$2,500 to fund in-kind contributions in support of the Cinco de Mayo Fiesta scheduled for May 2, 2015, as requested by Hays Fiesta, Sylvia Gallo. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 5-0.

COUNCIL REQUESTED AGENDA ITEMS

UPDATE ON GRANICUS. ~ *JERRY HENDRIX, CHIEF OF STAFF*

Chief of Staff Jerry Hendrix provided a brief update on Granicus and stated that he hoped to have it up and running by early May.

DISCUSSION AND POSSIBLE ACTION OF CITY COUNCIL APPROVED TRAVEL FOR COUNCIL MEMBERS. ~ *TODD WEBSTER, MAYOR*

Mayor Webster stated that as he was going through the committee ordinances there was no authorization for the mayor, council, or anyone else to appoint council members to committees.

CITY COUNCIL REGULAR MEETING

April 7, 2015 – Page 6

Kyle City Hall

He stated there were also other things coming up including travel, committee related travel, with an event coming up and whether council members should attend and he had never been in favor of council travel. He stated that they needed to make a decision on who should attend. Council Member Wilson stated he had chosen not to attend due to location and because of appearances. Mayor Pro Tem Hervol stated she thought it was important for council members to be there for staff to assist in whatever way possible and she thought it was beneficial. Mayor Webster stated he thought sending a couple of staff members along with the city manager would be fine. Council Member Arabie stated he agreed with Council Member Wilson and felt that Economic Development staff would be better suited for that conference and not appropriate for council members to attend. Council Member Swaton stated she agreed with Council Member Arabie.

Council Member Selbera arrived at 7:35 p.m.

Council Member Selbera stated she agreed that staff should be the ones to send to the conference.

DISCUSSION AND POSSIBLE ACTION REGARDING REQUESTING THE CHARTER REVIEW COMMISSION TO REVIEW CERTAIN PROVISIONS AND SECTIONS OF THE CHARTER ~ *MAYOR TODD WEBSTER*

Mayor Webster wanted to have some decision or direction to submit their issues they have seen in the regards to the Charter to the commission in a way that is not directive to the commission, but wanted to discuss a way to do that. He stated he was not looking for a list of things but looking for some decision or direction, then provide the issues to the City Manager to submit to the commission at the next meeting. City Attorney reminded Council that in order to put the Charter amendments on the November ballot the election would need to be called in the later part of August. Council Member Selbera asked for a copy of the list once it was submitted to staff.

CITY MANAGERS REPORT

UPDATE ON VARIOUS CAPITAL IMPROVEMENT PROJECTS, ROAD PROJECTS, BUILDING PROGRAM, AND/OR GENERAL OPERATIONAL ACTIVITIES ~ *J. SCOTT SELLERS, CITY MANAGER*

- Budget retreat update
- Letter of support for FM 1626 widening

City Manager Scott Sellers reminded Council that at the budget workshop priority ranking sheets were handed out and if they wanted to go over line by line with staff and talk about priorities at that time and that would help staff shape priorities in general. He stated the city was asked to write a letter of support to the FM 1626 widening for 967 to 2770 and that this was outside the city limits but requested by County Commissioners. Council agreed to send the letter.

CITY COUNCIL REGULAR MEETING

April 7, 2015 – Page 7

Kyle City Hall

GENERAL DISCUSSION

DISCUSSION ONLY REGARDING COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

No items were requested.

EXECUTIVE SESSION

1. PENDING OR CONTEMPLATED LITIGATION OR TO SEEK THE ADVICE OF THE CITY ATTORNEY PURSUANT TO SECTION 551.071

- Properties not maintained by HOA's
- Contract negotiation with other entity for utility services
- Possible amendment to development agreement with utility district

2. POSSIBLE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL ESTATE PURSUANT TO SECTION 551.072

- Regarding properties within the ETJ
- Acquisition of ROW

3. PERSONNEL MATTERS PURSUANT TO SECTION 551.074

4. ECONOMIC DEVELOPMENT NEGOTIATIONS PURSUANT TO SECTION 551.087.

- Incentives for Economic Development prospects

Council Member Selbera moved to convene into Executive Session at 7:56 p.m. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene in Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session to discuss any or all of the following topics. Properties not maintained by HOA's, Contract negotiation with other entity for utility services and Possible amendment to development agreement with utility district; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 regarding properties within the ETJ and Acquisition of ROW. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

TAKE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

Mayor Pro Tem Hervol moved to reconvene into Regular Session at 11:23 p.m. Council Member Selbera seconds the motion. All aye. Motion carried 6-0.

CITY COUNCIL REGULAR MEETING
April 7, 2015 – Page 8
Kyle City Hall

Mayor Pro Tem Hervol stated no action was taken during Executive Session.

ADJOURN

With no further business to discuss, Mayor Pro Tem Hervol moves to adjourn. Council Member Selbera seconds the motion. All votes aye. Motion carried 6-0.

The City Council meeting adjourned at 11:25 p.m.

R. Todd Webster, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Catalyst Commercial 2nd Quarter Report

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: Presentation on Catalyst Commercial's 2nd quarter activity. ~ *Diana Torres, Director of Economic Development*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

[Catalyst 2nd Quarter Report- April 2015](#)



April 9th, 2015
Diana Blank-Torres, Director Economic Development
City of Kyle
100 West Center Street
Kyle, Texas 78640

Dear Mrs. Blank-Torres,

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

- Monthly Conference Call with the City of Kyle
- Additional Research/Updates
- Monthly Retail Recruitment
- Assist the City of Kyle with ICSC Las Vegas RECon 2015 meetings & collateral
- Monthly written progress reports

Catalyst is currently in the Implementation Phase of this project. Progress is as follows:

- Catalyst is tracking the "Top 10" Opportunities
- Monthly Opportunity Calls with the City of Kyle held the first week of every month
- Catalyst attended & presented at the City of Kyle Retail Summit March 26th, 2015
- Catalyst is updating all marketing materials for the upcoming ICSC RECon 2015 Convention held in Las Vegas
- Catalyst is scheduling meetings for the City of Kyle for the ICSC Las Vegas RECon 2015.
- ICSC RECon Convention is scheduled for May 17-20, 2015
- Catalyst will provide an update report after the ICSC RECon Convention to track all meeting notes and follow up as necessary per retailer

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

Jason Claunch
Catalyst
972-999-0081, x101
jason@catalystcommercial.net
www.catalystcommercial.net



CITY OF KYLE, TEXAS

Budget Amendment No. 3 for FY
2014-15: \$16,629.13

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$16,629.13; General Fund by \$9,529.13 and the Hotel Occupancy Fund by \$7,100.00 and decreasing fund balance by the same amounts in the respective Funds. ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information: This budget amendment number 3 for Fiscal Year 2014-15 totaling \$16,629.13 will provide funding for the following items:

- Train Depot Construction Contract Phase 3: \$9,529.13
- Structural Assessment of Historic Water Tower: \$4,600.00
- In-kind Contributions for Cinco de Mayo Fiesta: \$2,500.00

Supporting documents are attached for each of the above items providing detailed explanation for the budget amendment.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Justification - Train Depot Construction Ph 3](#)
- [Justification - Historic Water Tower Assessment](#)
- [Agreement & Scope of Work for Water Tower Assessment](#)
- [Cinco de Mayo Sponsorship Letter](#)
- [Ordinance - Budget Amendment #3](#)
- [Fiscal Note](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 820 ADOPTED ON SEPTEMBER 3, 2014, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015, BY INCREASING THE TOTAL AMOUNT OF APPROPRIATIONS FOR EXPENDITURES BY \$16,629.13; GENERAL FUND BY \$9,529.13 AND THE HOTEL OCCUPANCY TAX FUND BY \$7,100.00; DECREASING THE FUND BALANCE BY THE SAME AMOUNTS IN THE RESPECTIVE FUNDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

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

Section 1. Amendment to Current Budget. The appropriations for the Fiscal Year beginning October 1, 2014, and ending September 30, 2015, for the support of the general government of the City of Kyle, Texas, is hereby AMENDED for said term by increasing the amount of appropriations for expenditures by \$16,629.13 as follows: General Fund by \$9,529.13 and the Hotel Occupancy Tax Fund by \$7,100.00, and decreasing fund balance by the same amounts in the respective funds in order to provide funding for the following expenditure items:

- (A) \$9,529.13 for the Train Depot Renovation Project Phase 3 construction contract (CIP project). This will be a transfer of funds from the General Fund to the Train Depot Donation Fund to provide additional funding for the construction contract,
- (B) \$4,600.00 for an engineering services contract to perform a structural assessment of the Historic Kyle Water Tower; and,
- (C) \$2,500.00 for in-kind contributions in support of the Cinco de Mayo Fiesta to be held on May 2, 2015 in Kyle, Texas.

Section 2. Approval of Amendment. This amendment is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2014, and ending September 30, 2015.

Section 3. Conflict. Any and all ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. 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 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, Local Gov't Code.

Section 6. 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 April, 2015.

PASSED AND ADOPTED on Second Reading the ____ day of April, 2015.

THE CITY OF KYLE, TEXAS

By: _____
R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Authorize Contract to SpawGlass for Train Depot Restoration Phase 3 Interior

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a contract with SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$343,499.00 for the interior build-out in Phase 3 of the Historic Train Depot Restoration project and direct the City Manager to bring forward a budget amendment in the amount of \$9,529.13 at a future date in order to provide full funding for the contract award. ~ *Jerry Hendrix, Chief of Staff*

Other Information: This contract will complete the restoration of the Kyle Historic Train Depot as outlined in the Train Depot Master Plan approved in July 2012. Included in this action is a supplemental change order to purchase and install interior lighting that would be representative of the original lighting for the depot. This was not included in the original bid for the project but has been added by the architect and is within the scope of restoring the building as outlined in the master plan. The work will include the final build out of the interior of the building, restoring the interior to very closely resemble its original state while also meeting all current city codes and ADA requirements. The contractor (SpawGlass, Inc., and architect (Clayton Little) have been working very closely to keep the cost of the project within the original bid despite the significant cost increases for labor and materials that have occurred since the original bid in 2012. They also have had to address several conditions found in the building that were unknown at the onset, including the remediation of lead and asbestos. It is important to note that most of the funding for this project was raised from private funds, including over \$600,000 from the Burdine Johnson Foundation, \$25,000 from the LCRA and many others. The City of Kyle also funded \$250,000 through a bond sale being paid back through the Hotel Occupancy Tax proceeds and another \$125,000 funded from the City's General Fund included in the approved budget for fiscal year 2014-15. This work is expected to be completed sometime in May 2015.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Kyle Depot Phase 3b Cost Sheet](#)
 - [Kyle Depot Interior Buildout Contract](#)
 - [Fiscal Note](#)
 - [Depot Light Selections](#)
 - [Depot Light Plan](#)
-

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: March 17, 2015
CONTACT CITY DEPARTMENT: Office of the City Manager
CONTACT CITY STAFF: Jerry Hendrix, Chief of Staff

SUBJECT:

Approve a contract with SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$343,499.00 for the interior build-out in Phase 3 of the Historic Train Depot Restoration project and direct the City Manager to bring forward a budget amendment in the amount of \$9,529.13 at a future date in order to provide full funding for the contract award.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order for a construction contract award to SPAWGLASS CONTRACTORS, INC., will require expenditure of funds accumulated in the Train Depot Donation Fund and a budget amendment to provide full funding for the contract as follows.

1. City Department:	Office of the City Manager
2. Project Name:	Train Depot Restoration – Phase 3 Interior
3. Funding Source:	Train Depot Donation Fund
4. Budget/Accounting Code(s):	412-675-57222
5. Total Appropriations:	\$ 744,550.00
6. Unencumbered Balance:	\$ 333,969.87
7. Amount of This Action:	\$ <u>(343,499.00)</u>
8. Budget Amendment Required:	\$ <u>(9,529.13)</u>

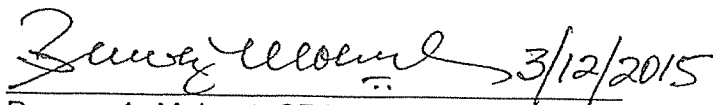
FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to SPAWGLASS CONTRACTORS, INC., will be provided from the remaining balance of donations received for the Train Depot Restoration Project and \$125,000 from the City's General Fund approved in the current fiscal year.

Approval of this item will also authorize the City Manager to bring forward a budget amendment in the amount of \$9,529.13 to provide full funding for the contract award.

ADDITIONAL INFORMATION/COUNCIL ACTION:

In the Fiscal Year 2014-15 General Fund budget, the City Council approved funding contribution totaling \$125,000 for the Train Depot Restoration Project.

 3/12/2015

Perwez A. Moheet, CPA - Date
Director of Finance

Re: Emailing: 14-1211 Kyle Water Tower Initial Assessment.pdf

Jerry Hendrix

Fri 3/27/2015 9:44 AM

Inbox

To: Scott Sellers <ssellers@cityofkyle.com>;

Cc: Perwez Moheet <pmoheet@cityofkyle.com>;

Do you want this on the next council meeting?

From: Scott Sellers <ssellers@cityofkyle.com>
Date: Thursday, March 26, 2015 at 7:17 PM
To: Jerry Hendrix <jhendrix@cityofkyle.com>
Cc: Perwez Moheet <pmoheet@cityofkyle.com>
Subject: Re: Emailing: 14-1211 Kyle Water Tower Initial Assessment.pdf

I believe we can use HOT funds for this assessment, since the water tower is a historic structure as well as the tourism icon for the community.

From: Jerry Hendrix
Sent: Thursday, March 26, 2015 9:24 AM
To: Scott Sellers
Subject: FW: Emailing: 14-1211 Kyle Water Tower Initial Assessment.pdf

Here is Kate's water tower inspector and proposed contract. He is asking for a lump sum of \$4,600 to perform an initial structural assessment of the structure.

JH

From: Kate Johnson <katejhalifax@aol.com>
Date: Wednesday, March 25, 2015 at 11:48 PM
To: Jerry Hendrix <jhendrix@cityofkyle.com>
Subject: Fwd: Emailing: 14-1211 Kyle Water Tower Initial Assessment.pdf

Hi Jerry,

Pat Sparks is an exceptional engineer. I have worked with him on a number of projects in Hays County and also worked with him as part of the Historic Bridge Foundation. He is excellent.

He is also helping the Hays County Historical Commission with the Auction Oak on Sledge Street.

If you have any questions, please give me a call.

Kate

-----Original Message-----

From: Patrick Sparks <psparks@sparksengineering.com>

To: katejhalifax <katejhalifax@aol.com>

Sent: Wed, Mar 25, 2015 8:05 pm

Subject: FW: Emailing: 14-1211 Kyle Water Tower Initial Assessment.pdf

-----Original Message-----

From: Patrick Sparks

Sent: Thursday, December
11, 2014 11:53 AM

To: katejhalifax@aol.com

Subject: Emailing: 14-1211 Kyle
Water Tower Initial Assessment.pdf

Your message is ready to be sent with
the following file or link attachments:

14-1211 Kyle Water Tower Initial
Assessment.pdf

Note: To protect against computer viruses, e-mail programs
may prevent sending or receiving certain types of file attachments. Check your
e-mail security settings to determine how attachments are handled.

SPARKS ENGINEERING, INC.

Consulting Services Agreement

Sparks Engineering, Inc. (Consultant) is an independent consultant and agrees to perform the Scope of Services as described below.

Scope of Services

Initial structural assessment of the historic water tower and storage tank at Kyle, Texas. Services will include: review of available maintenance records and previous inspection reports; a single site visit, observations of the tower base, leg struts, bracing, and tank; thickness-testing of the steel tank at selected locations; basic structural analysis; development of written opinions and recommendations regarding major structural issues; and development of a more detailed proposal for further investigation and/or design of structural repairs, if needed. Our fee for these services will be \$4,600 Lump Sum (includes expenses). Does not include confined-space entry into the storage tank. Additional services, if requested, can be provided on an hourly basis per our fee schedule.

Terms and Conditions

1. **Fee:** Unless otherwise defined in the Scope of Services, the fee for consulting services will be based on actual time expended and expenses incurred, in accordance with the attached Fee Schedule.
2. **Standard of Care:** Consultant's services will be performed using that degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality at the time of service. No warranty, express or implied, is made or intended by this proposal or by oral or written reports or designs.
3. **Professional Liability:** To the fullest extent permitted by applicable law, Client agrees that Consultant's liability, and that of each of its employees, agents and subcontractors, to Client, any Secondary Clients, or any third party, due to Consultant's breach of contract or negligent professional acts, errors or omissions will be limited to an aggregate of \$50,000 or the total fees paid by Client to Consultant, whichever is greater.
4. **Site Responsibility:** Consultant's services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by Consultant. The presence of Consultant's representatives will not relieve the contractor(s) of its responsibility to perform the work in accordance with the contract documents. Consultant will not be responsible for job or site safety or security, other than for Consultant's employees.
5. **Opinions of Cost:** Opinions of Cost for construction prepared by Consultant are intended to provide information on the magnitude of such costs and are not a quotation or guarantee of actual costs. Client understands that the actual cost of construction is beyond Consultant's control and may vary significantly from Consultant's opinion of cost.
6. **Ownership of Documents:** The Client acknowledges that all reports, drawings, specifications, computer files, field data, notes and other original documents prepared by Consultant, including electronic files, are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to these final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the final documents by the Client or any person or entity that acquires or obtains the final documents from or through the Client without the written authorization of the Consultant.
7. **Priority over Form Agreements:** These terms and conditions shall govern over any Form Agreements such as Purchase Orders or Work Orders or other form writings issued by the Client, without altering the terms hereof, regardless of any contrary language appearing in the Form Agreement.
8. **Payment:** Invoice terms are monthly based on percent complete for fee based projects and time spent for hourly projects. Invoices are due upon receipt and will accrue interest in the amount of 0.75% per month for every month they are not paid. If payment is not received within 60 days of invoice date, Consultant reserves the right to suspend work efforts until all outstanding invoices are paid in full.
9. **Disputes:** If a dispute arises with regard to this agreement, it shall be enforceable in Williamson County, Texas, and the prevailing party shall recover from the non-prevailing party all reasonable attorney's fees and expenses incurred.



President

December 11, 2014

Sparks Engineering, Inc.

Title

Date

Authorization

To authorize these services, please sign below and return one signed original.

Client Name _____ Attention _____
Address _____ Tel. _____ Fax _____
City _____ State _____ Zip _____

Signature and printed name of authorized representative

Title

Date

2014 Fee Schedule

Personnel

The following hourly rates (plus expenses¹) apply for all time spent in evaluation, field investigation, analysis, design, project management, consultation or meetings, site visits, travel time, sampling, review and analysis of field and laboratory data, report preparation and review, etc.

A. Professional

Principal Engineer	\$ 165.00/hr
Senior Engineer	\$ 135.00/hr
Project Manager	\$ 135.00/hr
Project Engineer	\$ 110.00/hr
Expert Witness ²	\$ 248.00/hr

B. Support Personnel

Administrative Assistant	\$ 50.00/hr
CAD Operator/Drafter	\$ 70.00/hr
Technician	\$ 80.00/hr

Expenses

A. Travel Expenses³

1. Company or personal vehicle: per mile at the Current Federal Rate
2. Airfare or other travel: at cost
3. Meals & Incidentals (M&I)⁴: \$46 per day (\$7, \$11, \$23, \$5) lump sum
4. Lodging⁵: at cost

B. Special equipment or supplies, permits, shipping charges, printing or other items not customarily provided will be charged at cost.

Subcontracts

- A. Subcontract services (if required) will be invoiced at cost. Administrative and professional fees for coordination and administration of the subcontract will be included in our proposed fee.

Our hourly billing rates are subject to change on an annual basis. When this occurs, our invoices for hourly projects will reflect our latest billing rates. However, previously established lump-sum fees and not-to-exceed fee amounts will be unaffected by rate changes.

g:\proposals\14-1211 kyle water tower initial assessment.docx

¹ All fees and expenses are portal to portal.

² Expert witness fees apply to testimony in trial, arbitration, or deposition.

³ Rates apply only to travel within the continental United States. When possible, we will pro-rate travel expenses among active projects involving travel to the same general area.

⁴ M&I costs apply to project assignments outside the metropolitan area of the home office and of 6 hrs duration or more. Partial-day M&I allowance will be adjusted for meals furnished or not taken by deducting the appropriate amount shown in parenthesis (breakfast, lunch, dinner, incidentals). Receipts for M&I will not be provided unless agreed to in writing prior to deployment.

⁵ Applies when required to remain overnight, or on full-time projects outside metropolitan area of the home office.



Sponsorship

Dear Mayor & City Council,

Hays Fiesta and the annual Cinco de Mayo Fiesta are seeking your support. This free event will take place on May 2, 2015 at Kyle City Square located at 101 S. Burlson Rd. Cinco de Mayo Fiesta serves the Hispanic's and Latino communities by preserving and promoting our heritage through a fiesta (celebration). This free event will have games, rides and entertainment. Hays Fiesta is also include remembering Dia de las Madre's (Mothers Day in Mexico). This cultural community event provides history, heritage, and traditions. Expected attendance is approximately 1,000-2,000. Proceeds from events benefits; Hays Fiesta, Hays Mariachi scholarship and other community programs.

The Cinco de Mayo event in Kyle will increase City recognition and involvement in the communities and continue to increase positive community involvement for the communities.

We are happy to partner with the City of Kyle in doing so we ask that the permits fees be waived for the mass gathering, and golf carts. Also, supply at the city's expense police officers for the event and to waive the requirements for the use of the golf carts in downtown Kyle. As we will be following the requirements set by the Texas Transportation codes section 551.404(a), 521.025, 601.051 excluding 502001 section B Section 6 # 9.

Thank you,
Sylvia Gallo

**City of Kyle Park & Recreation, Hays Mariachi, N&S Domestics
Midway Elite Vendors, Desperados Dance Club
Mexican Consulates, LA Quinta, Gadaria Plastic & Hand Surgery
Golf Cars of Austin, Robledo Choo Choo Express Train,
Peluchito Show Y Sonido Cimatl**

Mass Gathering Permit Application

To be filed at least 45 days before the mass gathering date.

***** Form must be complete in its entirety. Incomplete forms will be rejected.**

Permit Application Type? Single Event Event Series Annual Event

Is this event held by a non-profit organization? Y or N

If YES, what is your tax identification number: _____

Type of mass gathering? (circle) Festival Concert Circus / Carnival

Memorial Service Wedding Church Funeral City / School / County Event

or OTHER (Must specify): _____

Promoters Name: Hays Fiesta

Company: Hays Fiesta

Primary Phone: (512) 917-7569 Secondary Phone: (512) 698-6178

Address: 1645 Main St #A Buda Tx 78610

Location of Mass Gathering:

Address: 101 S. Burleson Rd 78640

Description of location (consider attaching a diagram and/or areal map):

Property Owner Name: _____ Phone: _____

Address: _____

➤ **MUST ATTACH:** Executed copy of agreement between the promoter and the property owner.

Event time from: 7 am/pm on 5/2/15 until 10 am/pm on 5/2/15

Expected number of attendees: 1,000-2,000

Maximum # of persons the promoter will allow to attend: _____

Plan to limit attendance to that number: Raffle tickets for drawing through out the day

Performers:

Attached

Description of steps to ensure minimum health/sanitation standards:

Health departments card must be placed and visible to the public for food vendors

2 portable potties for men outside by the a/c unit near the building
2 Woman inside building. Trash throughout the day with Domestic's
City of Kyle

Description of preparations for traffic control:

Gary Job Corp Parking Attendants by the Old library
by the Old Kyle Chamber 2014.

Description of preparations made to provide adequate medical/nursing care:

First Aid kit at International booth 512-917-7569

Description of preparations made to supervise minors who may attend the mass gathering:

Gary Job Corp Leffman High School JROTC
assisting in these area

- When application is fully completed, turn into the Records Division of the Kyle Police Department, 111 N Front Street, Kyle, TX

FOR OFFICE USE ONLY:

Kyle Police Department:

Approved or Denied

By:

Name: _____

Signature: _____ Date: __/__/__

Notes: _____

County Health Authority:

Approved or Denied

By:

Name: _____

Signature: _____ Date: __/__/__

Notes: _____

Kyle Fire Department:

Approved or Denied

By:

Name: _____

Signature: _____ Date: __/__/__

Notes: _____

Mass Gathering – Exception Form

To be submitted to the Kyle Police Department at least ten (10) days prior to event.

Type of mass gathering? Cinco de Mayo Fiest
(check the applicable type below)

Church event held on church property

City school, county or other governmental entity event held on property owned by the governmental entity

Wedding, family reunion, wake or funeral

or OTHER (Must specify): _____

Location of Mass Gathering:

Site Name (if applicable): City Square

Address: 101 S. Burtleson Rd 78640

Event time from: 7 am/pm on 5/2/15 until 10 am/pm on 5/2/15

Expected number of attendees: 1,000 - 2,000

* Officers need at 9am to 10pm

Contact during time of event:

Name: Sylvia Gallo Business (if applicable): _____

Primary Phone: (512) 698-6178 Secondary Phone: (512) 917-7569

Address: 1645 Main St #A Buda Tx 78610

> When application is fully completed, turn into the Records Division of the Kyle Police Department, 111 N Front Street, Kyle, TX

FOR OFFICE USE ONLY:

Kyle Police Department: _____ Approved _____ or _____ Denied _____

By: _____

Signature: _____ Date: ___/___/___

Notes: _____



KYLE POLICE DEPARTMENT

111 N Front St. - Kyle, Texas 78640 - 512.268.0859



Golf Cart Permit Application

Owner:

Last: Gallo First: Sylvia MI: _____

Phone: (512) 698-6178 Driver's License #: 10D38560 State: TX

Home Address: 1311 Amberwood Loop Kyle TX 78640

Golf Cart: - of Austin

Make: _____ Model: _____ Year: _____ Color: _____

VIN or Serial Number: _____ Number of Seats: _____

Insurance Company: _____ (attach copy of policy)

I, the undersigned applicant for a golf cart permit, swear or affirm that I have received a copy of the City of Kyle Golf Cart Ordinance # 783. I understand that the authority to operate a golf cart within the City of Kyle is a revocable privilege granted only upon compliance with the terms of the City of Kyle Golf Cart Ordinance. I understand my failure to operate a golf cart in accordance with the City ordinance may result in criminal and/or civil liability including fine, vehicle impoundment, and/or revocation of my permit/privilege to operate a golf cart within the City of Kyle.

I understand that as the owner and/or operator of a golf cart that is operated within the City of Kyle, I have certain duties and obligations that are enumerated within the City Ordinances; specifically that said golf cart(s) is (are) outfitted with the following safety equipment and that all safety equipment is fully operational: headlamps, tail lamps, side reflectors, parking brake and rearview mirror.

I further swear or affirm that said golf cart(s) are insured or bonded in accordance with Texas State laws governing minimum insurance/financial responsibility laws for motor vehicles.

In this application, I do swear or affirm that all the facts and statements contained herein are true and correct, and I understand that any falsification or misrepresentation may be subject to civil or criminal penalties and/or revocation of my golf cart permit.

Sylvia Gallo
Signature

3-23-15
Date

➤ Permit shall be displayed on the front or rear exterior of the golf cart

OFFICE USE ONLY: Permit Number: _____



HAYS CINCO DE MAYO FIESTA EVENT SCHEDULE

Saturday May 2nd, 2015

7:00 AM – 8:45 AM Vendor and Booth Set Up

9:00 AM – Park Opens

9:30 AM - Posting of Flags Lehman ROTC

National Anthem (Jessie Marie)

10:00 AM- Welcome Ceremony, Mayor Speaks

10:30 AM- Simon Middle School Mariachi Groups

11:55 AM- Announcement Break, or Folkloric 1

12:15 PM- Wallace Middle School Mariachi Groups

12:35 PM- Peluchito Show / Recognition of Mothers day in Mexico (by Consulado de Mexico)

1:00 PM- Chapa Middle School Mariachi

1:30 PM- De LA PAZ Folklorico

1:55 PM- Announcement Peluchito Show

2:05 PM- Lehman High School Mariachi groups (70 minutes total)

Announcements while groups are switching

2:30 PM- Announcement, DJ Playing, Devin Benda

3:15 PM -DJ Playing, Devin Benda

3:30 PM - 4:15 PM Grupo Respeto

4:15PM - 4:35 PM Announcements, Thanking Our Sponsors, Mexican Consulate Awards

4:40 PM – 5:30 PM Jessie Marie

5:35 PM – 5:55 PM Announcement, De la paz Folklorico

6:00 PM - 7:15 PM Marlano Perez

7:20 PM - Selena Tribute

2013 Tejano music awards nominee Angel Gonzalez y Vimana

If any questions please contact us at haysfiesta@gmail.com or via phone at 512-262-7310

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: April 7, 2015
CONTACT CITY DEPARTMENT: Financial Services
CONTACT CITY STAFF: Perwez A. Moheet, CPA
Director of Finance

SUBJECT:

An ordinance of the City of Kyle, Texas, amending Ordinance No. 820 adopted on September 3, 2014, making appropriations for the support of the City for the fiscal year beginning October 1, 2014, and ending September 30, 2015, by increasing the total amount of appropriations for expenditures by \$16,629.13; General Fund by \$9,529.13 and the Hotel Occupancy Tax Fund by \$7,100.00; decreasing the Fund Balance by the same amounts in the respective funds.

CURRENT YEAR FISCAL IMPACT:

1. City Department:	Office of the Chief of Staff
2. Project Name:	Train Depot Construction Phase 3
3. Budget/Accounting Code(s):	110-190-58129
4. Funding Source:	General Fund
5. General Fund Balance:	\$ 9,794,920.52 (as of 3-31-2015, changes daily)
6. Current Appropriation:	\$ 447,627.70
7. Amount of This Action:	\$ 9,529.13 (increase in appropriation)
8. Amended Line Item Budget:	\$ 457,156.83
9. City Department:	Engineering Services
10. Project Name:	Structural Assessment - Water Tower Contributions - Cinco de Mayo Fiesta
11. Budget/Accounting Code(s):	135-540-57214 135-540-52157
12. Funding Source:	Hotel Occupancy Tax Fund
13. Hotel Occupancy Tax Fund Balance:	\$ 75,856.88 (as of 3-31-2015, changes daily)
14. Current Appropriation:	\$ 162,858.00
15. Amount of This Action:	\$ 7,100.00 (increase in appropriation)
16. Amended Line Item Budget:	\$ 169,958.00

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment in the amount of \$16,629.13 will be provided from the Fund Balance of the City's following Funds:

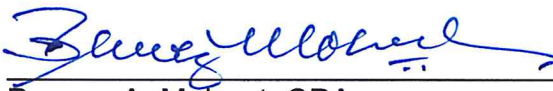
1. General Fund	\$ 9,529.13
2. Hotel Occupancy Tax Fund	\$ 7,100.00
3. TOTAL:	\$ 16,629.13

ADDITIONAL INFORMATION/COUNCIL ACTION:

If approved by City Council, this will be Budget Amendment No. 3 for FY 2014-15 to increase appropriations for expenditures by \$16,629.13 and decreasing the fund balance in the City's General Fund by \$9,529.13 and the Hotel Occupancy Tax Fund by \$7,100.00.

To date, budget amendments as approved by City Council for Fiscal Year 2014-15 totals \$184,490.00 for the following items:

- On March 17, 2015, City Council approved Budget Amendment No. 2 for FY 2014-15 by increasing total appropriations for expenditures by \$69,890.00; City's General Fund by \$9,490.00, Water and Wastewater Utility Fund by \$50,000.00, Park Development Fund by \$3,600.00, and \$6,800.00 for the Court Special Revenue Fund. Budget Amendment No. 2 provided funding for: \$9,490 for the City's Economic Development Strategic Plan & Market Study, \$50,000 for the purchase and installation of a blower at the City's wastewater treatment plant, \$3,600 for the City's share of the cost of installing an aeration system at Lake Kyle, and \$6,800 for the purchase of a Data911 in-car video system for a police vehicle.
- On December 2, 2014, City Council approved Budget Amendment No. 1 for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$114,600.00; City's General Fund by \$95,800.00 and \$18,800.00 for the Water and Wastewater Utility Fund. Budget Amendment No. 1 provided funding for: \$52,500.00 for fiber network connectivity of City facilities, \$33,300.00 for migration to Microsoft Office 365, \$10,000.00 for the Granicus project management system, and \$18,800.00 for payment of fine to Texas Commission on Environmental Quality (TCEQ).

 → 4/2/2015
Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Woodlands Drive Reconstruction Project

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: Award a contract in an amount not to exceed \$49,300.20 to CATARINA CONSTRUCTION, LLC, Austin, Texas, lowest and most responsible bidder to perform all work required for the Woodlands Drive Reconstruction Project. ~ *Leon Barba, P.E., City Engineer*

Other Information: Public bids were received April 2, 2015 from five bidders for the Woodlands Drive Reconstruction Project. The lowest bid was received from Catarina Construction, LLC in an amount of \$49,300.20.

This project consists of street excavation, subgrade preparation, installation of flexible base and new curb and gutter, paving, revegetation, traffic control and erosion control required to remove the existing valley gutter.

There is only one entry road into this subdivision and the work will be scheduled during the summer months to reduce the traffic impact on the neighborhood and the contractor.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Woodlands Drive Reconstruction Invitation, Recommendation and Bid Summary](#)
- [Fiscal Note](#)

INVITATION FOR BIDS

Sealed bids addressed to the City of Kyle, will be received until 2:00 P.M. on Thursday the 2nd day of April, 2015 at the Public Works Department Building of the City of Kyle located at 520 E. RR 150 in Kyle, Texas 78640 at which time they will be publicly opened and read aloud, for furnishing all labor, material, tools and equipment and performing all work required for WOODLANDS DRIVE RECONSTRUCTION consisting of STREET EXCAVATION, SUBGRADE PREP, CURB AND GUTTER, REVEGETATION, TRAFFIC CONTROL AND EROSION CONTROL. The reconstruction is located at F.M. 150 and Woodlands Drive in the southeast area of the City of Kyle, Texas

Bids must be submitted on the Bid Form provided, and must be accompanied by a bid security in a penal sum approximately equal to and not less than five percent (5%) of the total amount of the bid. The security shall be in the form of a certified check or cashier's check, or bid bond furnished by a reliable surety company having authority under the laws of Texas to write surety bonds in the amount required, with such security made payable without recourse to the City of Kyle. The envelope containing the bid shall indicate clearly on the front that the bid is for WOODLANDS DRIVE RECONSTRUCTION.

A non-mandatory pre-bid conference will be held at the Public Works Department Building of the City of Kyle located at 520 E. RR150 in Kyle, Texas at 11:00 a.m. on Tuesday, the 24th day of March, 2015.

The final Notice of Award of Contract shall be given to the successful bidder by the City of Kyle within sixty (60) days following the opening of bids and no bidder may withdraw his bid within sixty (60) days after opening thereof. The successful Bidder must furnish a payment bond on the form provided, in the amount of one hundred percent (100%) of the contract amount from a surety company holding a permit from the State of Texas to act as surety.

State statutes including wage and hour provisions and contract regulations must be adhered to as they relate to this project. Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Bid Documents may be obtained at the office of Carlson, Brigance and Doering, Inc., located at the address below upon payment of twenty dollars (\$20.00). No refunds will be made. Copies of the Bid Documents are on file and may be examined at the following locations:

- City Hall, 100 West Center Street, Kyle, Texas 78640.
- Carlson, Brigance and Doering, Inc., 5001 W. William Cannon Dr., Austin, Texas 78749.
- Builders Exchange, 4047 Naco Perrin, San Antonio, Texas 78217

The right is reserved, as the interest of the City of Kyle may require to reject any and all bids and to waive any informalities in bids received.



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

April 3, 2015

Leon Barba, P.E.
City of Kyle
100 West Center Street
Kyle, Texas 78640

RE: WOODLANDS DRIVE RECONSTRUCTION Street Improvements

Dear Mr. Barba:

On April 02, 2015 at 2:00 P.M. at the offices of The City of Kyle, sealed bids were opened for the construction of WOODLANDS DRIVE RECONSTRUCTION Street Improvements.

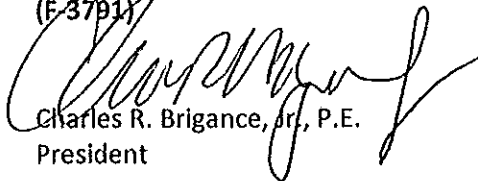
Five bids were received and opened. A summary is listed below and the Bid Tabulation is attached.

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Catarina Construction	\$ 49,300.20
Castro Lopez	\$ 66,859.05
Smith Paving	\$ 110,369.00
central Road & Utility	\$ 126,474.70
Austin Engineering Co., Inc.	\$ 163,637.00

We recommend the project be awarded to Catarina Construction.

Should you have any questions, please contact me charlesbrigance@cbdeng.com or (512) 280-5160.

Sincerely,
CARLSON, BRIGANCE & DOERING, INC.
(F-3791)



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



BID TAB
WOODLANDS DRIVE RECONSTRUCTION
Street Improvements
CBD NO. 4609

I. STREET ITEMS	QUANTITY	UNIT	CATARINA CONSTRUCTION		CASTRO LOPEZ		SMITH PAVING		CENTRAL ROAD & UTILITY		AECOI	
			COST	AMOUNT	COST	AMOUNT	COST	AMOUNT	COST	AMOUNT	COST	AMOUNT
1 Demolish Existing Pavement & Valley Gutter complete and in place per lump sum	1	LS	\$4,500.00	\$4,500.00	\$19,595.00	\$19,595.00	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
2 16" Flexible Base (1.5' Back of Curb) complete and in place per square yard	712	SY	\$18.00	\$12,816.00	\$26.00	\$18,512.00	\$29.00	\$20,648.00	\$33.10	\$23,567.20	\$57.00	\$40,584.00
3 2 1/2" Type D Hot Mix Asphaltic Concrete (Up of Gutter) complete and in place per square yard	576	SY	\$18.20	\$10,483.20	\$20.00	\$11,520.00	\$41.00	\$23,616.00	\$60.00	\$34,560.00	\$95.00	\$20,160.00
4 Curb and Gutter (Catch and Spill) complete and in place per linear foot	238	LF	\$22.00	\$5,236.00	\$18.00	\$4,284.00	\$25.00	\$5,950.00	\$30.00	\$7,140.00	\$24.00	\$5,712.00
5 24" Ribbon Curb complete and in place per linear foot	79	LF	\$15.00	\$1,185.00	\$13.00	\$1,027.00	\$25.00	\$1,975.00	\$30.00	\$2,370.00	\$21.00	\$1,659.00
6 Saw Cut Existing Pavement complete and in place per linear foot	126	LF	\$5.00	\$630.00	\$4.00	\$504.00	\$10.00	\$1,260.00	\$30.00	\$3,780.00	\$12.00	\$1,512.00
7 5" Concrete Rip Rap complete and in place per square foot	30	SF	\$25.00	\$750.00	\$8.00	\$240.00	\$40.00	\$1,200.00	\$75.00	\$2,250.00	\$60.00	\$1,800.00
8 Adjust Existing Wastewater Manhole to Grade complete and in place per each	1	EA	\$750.00	\$750.00	\$300.00	\$300.00	\$1,800.00	\$1,800.00	\$3,750.00	\$3,750.00	\$2,000.00	\$2,000.00
9 Grade-Bar Ditch to Drain complete and in place per linear foot	165	LF	\$12.00	\$1,980.00	\$7.00	\$1,155.00	\$40.00	\$6,600.00	\$37.50	\$6,187.50	\$200.00	\$33,000.00
10 4" Solid Yellow Stripe complete and in place per linear foot	248	LF	\$2.75	\$682.00	\$1.20	\$297.60	\$5.00	\$1,240.00	\$15.00	\$3,720.00	\$2.50	\$620.00
11 4" Solid White Stripe complete and in place per linear foot	60	LF	\$2.75	\$165.00	\$1.32	\$79.20	\$18.00	\$1,080.00	\$15.00	\$900.00	\$1.50	\$90.00
12 Silt Fence complete and in place per linear foot	25	LF	\$5.00	\$125.00	\$2.25	\$56.25	\$500.00	\$12,500.00	\$30.00	\$750.00	\$20.00	\$500.00
13 Revegetation (Hydromulch) complete and in place per square yard	1,000	SY	\$1.00	\$1,000.00	\$1.20	\$1,200.00	\$4.00	\$4,000.00	\$3.00	\$3,000.00	\$6.00	\$6,000.00
14 Traffic Control complete and in place per lump sum	1	LS	\$2,500.00	\$2,500.00	\$1,875.00	\$1,875.00	\$4,000.00	\$4,000.00	\$5,250.00	\$5,250.00	\$15,000.00	\$15,000.00
15 Payment Bond complete and in place per lump sum	1	LS	\$1,198.00	\$1,198.00	\$3,214.00	\$3,214.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00
16 Testing complete and in place per lump sum	1	LS	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,750.00	\$3,750.00	\$2,500.00	\$2,500.00
17 Staking complete and in place per lump sum	1	LS	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
SUBTOTAL STREETS ITEMS:				\$49,300.20		\$66,859.05		\$110,369.00		\$126,474.70		\$163,637.00

BID TOTAL WOODLANDS DRIVE	49,300.20	66,859.05	110,369.00	126,474.70	163,637.00
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City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: April 21, 2015
CONTACT CITY DEPARTMENT: Engineering Services
CONTACT CITY STAFF: Leon Barba, P.E., City Engineer

SUBJECT:

Award a contract in an amount not to exceed \$49,300.20 to CATARINA CONSTRUCTION, LLC, Austin, Texas, lowest and most responsible bidder to perform all work required for the Woodlands Drive Reconstruction Project.

CURRENT YEAR FISCAL IMPACT:

This construction contract with CATARINA CONSTRUCTION, LLC, will require expenditure of funds from the Fiscal Year 2014-15 approved budget of the Public Works Department (Street Maintenance) as follows:

1. City Department:	Engineering Services
2. Project Name:	Woodlands Drive Reconstruction Project
3. Budget/Accounting Code(s):	110-161-55329
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 65,000.00
6. Unencumbered Balance:	\$ 62,722.12
7. Amount of This Action:	<u>\$ (49,300.20)</u>
8. Remaining Balance:	<u>\$ 13,421.92</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this construction contract in the amount of \$49,300.20 will be provided from the Fiscal Year 2014-15 approved budget of the Public Works Department (Street Maintenance).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

 4/14/2015

Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 4/21/2015
Date time: 7:00 PM

Scott Street Waterline

Subject/Recommendation: Approve contract Task Order No. 1 to K. FRIESE & ASSOCIATES, INC., Austin, Texas, in an amount not to exceed \$25,450.00 for the purpose of providing surveying and engineering services for the Scott Street Waterline Improvements Project. ~ *Leon Barba, P.E., City Engineer*

Other Information: The scope of work under this task order provides surveying, construction plans and as-built CAD assistance for the construction of the Scott Street waterline from West 1st St. to Parke Place. Additional survey work will be provided at the well site near the intersection of S. Meyer St. and W. Moore St. in order to relocate waterlines back into the City right of way.

The waterline construction will be completed by the Public Works Department.

Legal Notes: N/A

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Scott Street Waterline Proposal](#)
- [Fiscal Note](#)

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 9, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner:
City of Kyle
- c. Engineer:
K Friese & Associates, Inc.
- d. Specific Project (title):
Scott Street Waterline
- e. Specific Project (description):

The City of Kyle intends to install a new 10-inch or 12-inch waterline along the north right-of-way of Scott Street from West 1st Street to Park Place. In conjunction with this project the City is also going to relocate two existing waterlines from private property to right-of-way and City property at the well site near the intersection of South Meyer Street and West Moore Street. The City has requested that K Friese & Associates, Inc. (KFA) provide survey, construction plans for the Scott Street waterline, and as-built CAD assistance. It is KFA's understanding the Scott Street waterline will be constructed by the City and that the project will not be publically bid

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

As Basic Services, Engineer shall:

- 1. Provide a design survey for the use in design and construction of the proposed waterline improvements. KFA shall subcontract with McGray & McGray Land Surveyors, Inc. for survey services. McGray & McGray's scope of services is attached for specific reference. Generally surveying shall consist of a topographic and surface feature survey within the project area from

the centerline of Scott Street to the existing fence on the north side of the roadway and at the existing well site. A boundary survey will also be performed for the City's well site. The survey will be provided to the City in AutoCAD (.dwg) format and Portable Document Format (.pdf).

2. KFA will develop construction plans for the Scott Street Waterline. Five plan sheets have been assumed (Cover, Notes/Specs, two Waterline Plan and Profile sheets, and one Detail sheet). The plans will not be intended for public bidding and required specifications will be included on the plan sheets. A 100% design set will be provided for City review and comment and then final sealed construction plans will be issued to the City.
 3. Following construction of the proposed waterline improvements by the City, KFA shall provide CAD services to create "as-built" drawings of the waterlines using City redline mark-ups. The as-built drawings will be provided to the City in AutoCAD (.dwg) format and Portable Document Format (.pdf).
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows:

1. Preliminary Engineering, Permitting, Design Modifications or Additions, Bid Phase Service, Construction Phase Services

Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic copies of the project survey to Owner.	Within 7 weeks of the Effective Date of the Task Order.
Engineer	Provide waterline plan set to Owner.	Within 2 weeks of the receipt of completion of survey.
Engineer	Furnish electronic copies of as-built drawings to Owner.	Within 2 weeks of the receipt of Owner's red-line mark-ups of actual waterline construction drawings.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Project Administration	\$1,490	Hourly Rates
b. Survey (McGray & McGray)	\$13,500	Lump Sum
c. Survey (KFA)	\$1,100	Hourly Rates
d. Plans	\$8,300	Hourly Rates
e. As-Built Drawings	\$1,400	Hourly Rates
TOTAL COMPENSATION (lines 1.a-e)	\$25,450	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of the Task Order: McGray & McGray Land Surveyors, Inc.

7. Other Modifications to Agreement and Exhibits:

None

8. Attachments: McGray & McGray Land Surveyors, Inc. Proposal

9. Other Documents Incorporated by Reference:

None

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: R. Todd Webster

Print Name: Thomas M. Owens, P.E.

Title: Mayor

Title: Executive Vice President

Engineer License or Firm's Certificate No. (if required): F-6535
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST _____
Amelia Sanchez, City Secretary

Name: Thomas M. Owens, P.E.

APPROVED AS TO FORM

Title: Executive Vice President

W. Ken Johnson, City Attorney

Address: 1120 S. Capital of Texas Hwy, CityView 2,
Ste. 100, Austin, Texas 78746

E-Mail Address: towens@kfriese.com

Phone: (512) 338-1704

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2015.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

**EJDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.**

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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and American Society of Civil Engineers. All rights reserved.

20. Perform or provide the following:

- a. Design of the waterlines associated with the well site Project.
- b. Permitting of the Specific Project.
- c. Construction of the Specific Project.
- d. Marking of existing water and wastewater lines within the survey limits upon request by KFA or McGray & McGray Land Surveyors, Inc.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2015.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified: None
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.0 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is included in Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 3.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 9, 2015.

K FRIESE & ASSOCIATES, INC.

2015 BILLING RATE SCHEDULE Task Order 1

Billing Rates

Personnel labor is billed at the following hourly rates:

Rate Category

Principal	\$ 200.00
Project Manager	\$ 190.00
QA/QC / Senior Eng II	\$ 160.00
Senior Engineer	\$ 140.00
Project Engineer	\$ 105.00
Engineer in Training	\$ 95.00
CADD Technician	\$ 85.00
Administrative Assistance	\$ 60.00

Sub-Consultants

Sub-consultants are billed at cost with no mark-up applied.

Travel and Subsistence

Company vehicle mileage charges are invoiced at the current rate/mile issued by the IRS.

Reimbursable Costs

Reimbursable costs include “out of pocket” expenses, the cost of which shall be charged at actual costs plus any administrative charge, as described in the contract, and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, and printing and reproduction costs. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, etc., an additional direct charge shall be made for the use of this equipment.

Note: Billing Rates are subject to adjustments annually in January of each year.

Total Fee Estimate:

	Task	Principal Hours	Project Manager Hours	EIT Hours	Senior Technician Hours	Senior Admin. Hours	Total Labor Hours	Total Labor Cost	Sub-Consultants	Expenses Cost	Total Cost
1	Project Administration	1	4			8	13	\$1,440		\$50	\$1,490
2	Survey		4		4		8	\$1,100	\$13,500		\$14,600
3	Plans		15	30	30		75	\$8,250		\$50	\$8,300
4	As-Built Drawings		2		8		10	\$1,060			\$1,060
Total		1	25	30	42	8	106	\$11,850	\$13,500	\$100	\$25,450

Note: Survey Sub-Consultant Costs are on a Lump Sum Basis. All other costs are Standard Hourly Rates.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2015.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$Not Required
 - 2) General Aggregate: \$Not Required
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$1,000,000
 - 2) Annual Aggregate: \$1,000,000
 - g. Other (specify): \$None

Exhibit G - Insurance

B. Additional Insureds:

1. The Owner shall be listed on Engineer's general liability policy.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2015.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer may agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2015.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed Engineer's Fees.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes.
-

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 9, 2015.

Amendment To Task Order No. 1

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ []
- b. Net change for prior amendments: \$ []
- c. This amendment amount: \$ []
- d. Adjusted Task Order amount: \$ []

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: April 21, 2015
CONTACT CITY DEPARTMENT: Engineering Services
CONTACT CITY STAFF: Leon Barba, P.E., City Engineer

SUBJECT:

Approve Task Order No. 1 to K. FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$25,450.00 for the purpose of providing surveying and engineering services for the Scott Street Waterline Improvements Project.

CURRENT YEAR FISCAL IMPACT:

This task order to K. FRIESE & ASSOCIATES, INC., will require expenditure of funds from the Fiscal Year 2014-15 approved CIP budget as follows:


- | | |
|-------------------------------|---|
| 1. City Department: | Engineering Services |
| 2. Project Name: | Scott Street Waterline Improvements Project |
| 3. Budget/Accounting Code(s): | 331-864-57211 |
| 4. Funding Source: | Water & Wastewater Utility Fund |
| 5. Current Appropriation: | \$ 150,000.00 |
| 6. Unencumbered Balance: | \$ 150,000.00 |
| 7. Amount of This Action: | <u>\$ (25,450.00)</u> |
| 8. Remaining Balance: | <u>\$ 124,550.00</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this task order to K. FRIESE & ASSOCIATES, INC., in the amount of \$25,450.00 will be provided from the Fiscal Year 2014-15 approved CIP budget for Old Town Kyle water capital improvements (Water & Wastewater Utility Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

 4/16/2015
Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 4/21/2015
Date time: 7:00 PM

Roland Lane Elevated Storage Engineering/Inspection

Subject/Recommendation: Approve Change Order No. 1 for KLEINFELDER CENTRAL, INC., Austin, Texas, in an amount not to exceed \$4,000.00 for additional engineering/inspection services increasing the total contract amount to \$18,300.00 for the Roland Lane Elevated Storage Tank Rehabilitation. ~ *Leon Barba, P.E., City Engineer*

Other Information: The Roland Lane Elevated Storage Tank Rehabilitation Project is approximately 65% to 70% complete. Kleinfelder Central, Inc. was selected to provide engineering and inspection overview as part of quality control during the rehabilitation. The existing contract allows for 19 welding and coating observations.

The current cost per welding inspection is \$41.00 and the cost per coating inspection is \$385.60.

Based on the contractor's work methods, more inspections will be required to complete the quality control for the remaining welding and coating required on the structure. It is estimated that a minimum of 5 inspections and a maximum of 10 inspections will be required to complete the project.

Legal Notes: N/A

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Fiscal Note](#)

Cover Memo

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: April 21, 2015
CONTACT CITY DEPARTMENT: Engineering Services
CONTACT CITY STAFF: Leon Barba, P.E., City Engineer

SUBJECT:

Approve Change Order No. 1 for KLEINFELDER CENTRAL, INC., Austin, Texas in an amount not to exceed \$4,000.00 for additional engineering/inspection services increasing the total contract amount to \$18,300.00 for the Roland Lane Elevated Storage Tank Rehabilitation Project.

CURRENT YEAR FISCAL IMPACT:

This change order for KLEINFELDER CENTRAL, INC., will require expenditure of funds from the 2014 Tax Notes Fund as follows:


1. City Department:	Engineering Services
2. Project Name:	Roland Lane EST Rehabilitation Project
3. Budget/Accounting Code(s):	190-810-57214
4. Funding Source:	2014 Tax Notes Fund
5. Current Appropriation:	\$ 302,800.00
6. Unencumbered Balance:	\$ 261,800.00
7. Amount of This Action:	<u>\$ (4,000.00)</u>
8. Remaining Balance:	<u>\$ 257,800.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this change order for KLEINFELDER CENTRAL, INC., in the amount of \$4,000.00 will be provided from the 2014 Tax Notes Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

 4/15/2015
Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Hometown Kyle Subdivision Phase 3 Section 6

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a resolution accepting Hometown Kyle Subdivision Phase 3 Section 6 improvements. ~ *Leon Barba, P.E., City Engineer*

Other Information: A final walkthrough was completed on April 1, 2015. The punch list items have been completed on the project. The grading, 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 (Sure-Tec Insurance Company - Bond No. 4398384MNT) has been provided for a period of two (2) years.

Legal Notes: N/A

Budget Information: N/A

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

Attachments / click to download

[Hometown Kyle Subdivision Phase 3 Section 6](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING HOMETOWN KYLE SUBDIVISION PHASE 3 SECTION 6 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 systems 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 Hometown Kyle Subdivision Phase 3 Section 6. The current maintenance surety is hereby \$176,476.72 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 Hometown Kyle Subdivision Phase 3 Section 6 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 *LB*

DATE: April 15, 2015

SUBJECT: Hometown Kyle Subdivision Phase 3 Section 6
Final Acceptance

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

A final walkthrough was completed on April 1, 2015. The punch list items have been completed on the project. The grading, drainage, water, wastewater and street improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (SureTec Insurance Company – Bond No. 4398384MNT) 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

April 16, 2015

City of Kyle
Attn: Leon Barba, P.E.
City Engineer
100 W. Center Street
Kyle, Texas 78640

**RE: *Hometown Kyle – Phase 3, Section 6
Recommendation for Acceptance and Final Engineering Concurrence Letter***

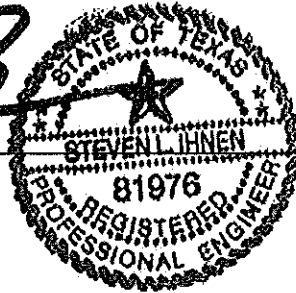
Mr. Barba,

On April 1, 2015 a final visual inspection of the above referenced project was made by Steven Ihnen - Garrett Ihnen Civil Engineers, and City of Kyle Staff.

From this site inspection it is verified that all construction activity has been completed per the as-built plans provided herein and the public right of way has been returned to pre-construction conditions.

Please call if you have any questions or comments.
Sincerely,

Steve Ihnen, P.E.
Project Engineer
TBPE #F630



4.16.15

Joe Blind Construction, L.P.
13111 Dosaurus Road
Austin, Texas 78754

Date: 28-Feb-15

Estimate No. 5 - February 2015

Homotown Kyle - Phase 3 Section 6
Street, Drainage, Water and Wastewater Improvements

Ryland Homes of Texas, L.L.P.
1101 Arrow Point Drive #101
Cedar Park, Texas 78613

Bid Item No.	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
Streets															
1		CY	1449.00			\$ 25.50	\$38,398.50	\$0.00	\$38,398.50	1449.00	\$38,398.50	0.00	\$0.00	100.00%	\$38,398.50
2		SY	4292.00			\$ 1.50	\$6,438.00	\$0.00	\$6,438.00	4292.00	\$6,438.00	0.00	\$0.00	100.00%	\$6,438.00
3		SY	3554.00			\$ 9.50	\$33,763.00	\$0.00	\$33,763.00	3554.00	\$33,763.00	0.00	\$0.00	100.00%	\$33,763.00
4		SY	4292.00			\$ 9.00	\$38,628.00	\$0.00	\$38,628.00	4292.00	\$38,628.00	0.00	\$0.00	100.00%	\$38,628.00
5		LF	2215.00			\$ 12.00	\$26,580.00	\$0.00	\$26,580.00	2215.00	\$26,580.00	0.00	\$0.00	100.00%	\$26,580.00
6		SY	95.00			\$ 38.00	\$3,610.00	\$0.00	\$3,610.00	95.00	\$3,610.00	0.00	\$0.00	100.00%	\$3,610.00
7		EA	2.00			\$1,100.00	\$2,200.00	\$0.00	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00	100.00%	\$2,200.00
8	1	EA	2.00	1.00	3.00	\$1,600.00	\$3,200.00	\$1,600.00	\$4,800.00	3.00	\$4,800.00	0.00	\$0.00	100.00%	\$4,800.00
9		EA	1.00			\$750.00	\$750.00	\$0.00	\$750.00	1.00	\$750.00	0.00	\$0.00	100.00%	\$750.00
10		EA	2.00			\$300.00	\$600.00	\$0.00	\$600.00	2.00	\$600.00	0.00	\$0.00	100.00%	\$600.00
11		EA	3.00			\$3,600.00	\$10,800.00	\$0.00	\$10,800.00	3.00	\$10,800.00	0.00	\$0.00	100.00%	\$10,800.00
12		EA	2.00			\$1,200.00	\$2,400.00	\$0.00	\$2,400.00	2.00	\$2,400.00	0.00	\$0.00	100.00%	\$2,400.00
Total Amount Bid - Streets							\$186,613.50	\$1,600.00	\$188,213.50	2.00	\$1,600.00	0.00	\$0.00	100.00%	\$187,613.50
Drainage															
1		LF	250.00			\$ 50.00	\$12,500.00	\$0.00	\$12,500.00	250.00	\$12,500.00	0.00	\$0.00	100.00%	\$12,500.00
2		LF	122.00			\$ 70.00	\$8,540.00	\$0.00	\$8,540.00	122.00	\$8,540.00	0.00	\$0.00	100.00%	\$8,540.00
3		LF	134.00			\$ 90.00	\$12,060.00	\$0.00	\$12,060.00	134.00	\$12,060.00	0.00	\$0.00	100.00%	\$12,060.00
4		EA	1.00			\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	1.00	\$4,000.00	0.00	\$0.00	100.00%	\$4,000.00
5		EA	3.00			\$10,500.00	\$31,500.00	\$0.00	\$31,500.00	3.00	\$31,500.00	0.00	\$0.00	100.00%	\$31,500.00
6		EA	1.00			\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	1.00	\$2,500.00	0.00	\$0.00	100.00%	\$2,500.00
7		LF	598.00			\$ 1.00	\$598.00	\$0.00	\$598.00	598.00	\$598.00	0.00	\$0.00	100.00%	\$598.00
Total Amount Bid - Drainage							\$32,006.00	\$0.00	\$32,006.00	0.00	\$0.00	0.00	\$0.00	100.00%	\$32,006.00
Sanitary Service															
1		LF	727.00			\$ 48.00	\$34,896.00	\$0.00	\$34,896.00	727.00	\$34,896.00	0.00	\$0.00	100.00%	\$34,896.00
2		EA	145.00			\$ 52.00	\$7,540.00	\$0.00	\$7,540.00	145.00	\$7,540.00	0.00	\$0.00	100.00%	\$7,540.00
3		EA	4.00			\$4,400.00	\$17,600.00	\$0.00	\$17,600.00	4.00	\$17,600.00	0.00	\$0.00	100.00%	\$17,600.00
4		EA	1.00			\$5,200.00	\$5,200.00	\$0.00	\$5,200.00	1.00	\$5,200.00	0.00	\$0.00	100.00%	\$5,200.00
5		EA	5.00			\$800.00	\$4,000.00	\$0.00	\$4,000.00	5.00	\$4,000.00	0.00	\$0.00	100.00%	\$4,000.00
6		EA	11.00			\$1,600.00	\$17,600.00	\$0.00	\$17,600.00	11.00	\$17,600.00	0.00	\$0.00	100.00%	\$17,600.00
7		LF	872.00			\$ 1.00	\$872.00	\$0.00	\$872.00	872.00	\$872.00	0.00	\$0.00	100.00%	\$872.00
Total Amount Bid - Sanitary Service							\$87,708.00	\$0.00	\$87,708.00	0.00	\$0.00	0.00	\$0.00	100.00%	\$87,708.00

Ryland Homes of Texas, L.L.P.
1101 Arrow Point Drive #101
Cedar Park, Texas 78613

Joe Bland Construction, L.P.
13111 Dossau Road
Austin, Texas 78754

Homestead Kyle - Phase 3 Section 6
Street, Drainage, Water and Wastewater Improvements

Estimate No. 5 - February 2016

Date: 28-Feb-15

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Current Quantity	Current Amount	% Complete	Total Billed To Date
1	Water														
1	8" AMVA CS90 DR-14 Water Line Inlet fittings		LF	1091.00			\$ 36.00	\$39,276.00	\$0.00	\$39,276.00	1091.00	0.00	\$0.00	100.00%	\$39,276.00
2	8" Gate Valve With Box		EA	2.00			\$ 2,150.00	\$4,300.00	\$0.00	\$4,300.00	2.00	0.00	\$0.00	100.00%	\$4,300.00
3	8"x8" Reducer		EA	1.00			\$ 350.00	\$350.00	\$0.00	\$350.00	1.00	0.00	\$0.00	100.00%	\$350.00
4	Double Water Inlet 1-1/2" Pipe		EA	11.00			\$ 1,600.00	\$17,600.00	\$0.00	\$17,600.00	11.00	0.00	\$0.00	100.00%	\$17,600.00
5	Fire Hydrant Assembly		EA	3.00			\$ 4,250.00	\$12,750.00	\$0.00	\$12,750.00	3.00	0.00	\$0.00	100.00%	\$12,750.00
6	6" Fire Hydrant Lead		LF	47.00			\$ 40.00	\$1,880.00	\$0.00	\$1,880.00	47.00	0.00	\$0.00	100.00%	\$1,880.00
7	Trench Safety		LF	1091.00			\$ 1.00	\$1,091.00	\$0.00	\$1,091.00	1091.00	0.00	\$0.00	100.00%	\$1,091.00
	Total Amount Bid - Water							\$77,247.00		\$77,247.00			\$0.00		\$77,247.00
1	Erosion & Sedimentation Controls														
1	Silt Fence		LF	1248.00			\$ 3.00	\$3,744.00	\$0.00	\$3,744.00	1248.00	0.00	\$0.00	100.00%	\$3,744.00
2	Revegetation		SY	29893.00			\$ 1.00	\$29,893.00	\$0.00	\$29,893.00	29893.00	0.00	\$0.00	100.00%	\$29,893.00
3	Inlet Protection		EA	8.00			\$ 360.00	\$2,880.00	\$0.00	\$2,880.00	8.00	0.00	\$0.00	100.00%	\$2,880.00
4	Stabilized Construction Entrances		EA	1.00			\$ 1,300.00	\$1,300.00	\$0.00	\$1,300.00	1.00	0.00	\$0.00	100.00%	\$1,300.00
5	Cleaning & Chubbing		LS	1.00			\$ 10,500.00	\$10,500.00	\$0.00	\$10,500.00	1.00	0.00	\$0.00	100.00%	\$10,500.00
	Total Amount Bid - Erosion & Sedimentation Controls							\$46,227.00		\$46,227.00			\$0.00		\$46,227.00
1	Miscellaneous														
1	Mail Box Units		EA	25.00			\$ 750.00	\$18,750.00	-\$3,750.00	\$15,000.00	0.00	0.00	\$0.00	0.00%	\$0.00
2	8" Concrete Mail Box Pad		EA	1.00			\$ 1,400.00	\$1,400.00	-\$1,400.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$0.00
3	PVC Sleeves		LS	1.00			\$ 1,500.00	\$1,500.00	\$0.00	\$1,500.00	1.00	0.00	\$0.00	100.00%	\$1,500.00
4	Lot Grading		LS	1.00			\$ 30,000.00	\$30,000.00	\$0.00	\$30,000.00	0.90	0.10	\$3,600.00	100.00%	\$39,000.00
	Total Amount Bid - Water Quality							\$44,650.00		\$37,600.00			\$3,600.00		\$37,600.00
	TOTAL CONTRACT							\$471,831.50		\$429,416.50			\$38,863.00	100.00%	\$469,281.50

Ryland Homes of Texas, L.L.P.
 1101 Arrow Point Drive #101
 Cedar Park, Texas 78613

Joe Bland Construction, L.P.
 13111 Dessau Road
 Austin, Texas 78754

HomeTown Kyle - Phase 3 Section 5
 Street, Drains, Water and Wastewater Improvements

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
Estimate No. 5 - February 2015																
Change Order No. 1 - PEC Electric Improvements																
1	3" Conduit	1	LF	2394.0	2394.0	2394.0	\$3.00	\$7,182.00	\$7,182.00	\$7,182.00	2394.00	\$7,182.00	0.00	\$0.00	100.00%	\$7,182.00
1	1-1/2" Street Light Conduit	1	LF	290.00	290.00	290.00	\$2.00	\$580.00	\$580.00	\$580.00	290.00	\$580.00	0.00	\$0.00	100.00%	\$580.00
1	2 #12 Wire	1	LF	290.00	290.00	290.00	\$0.80	\$232.00	\$232.00	\$232.00	290.00	\$232.00	0.00	\$0.00	100.00%	\$232.00
1	Transformer Pad	1	EA	4.00	4.00	4.00	\$3,600.00	\$14,400.00	\$14,400.00	\$14,400.00	4.00	\$14,400.00	0.00	\$0.00	100.00%	\$14,400.00
1	Primary Enclosure	1	EA	1.00	1.00	1.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	1.00	\$1,400.00	0.00	\$0.00	100.00%	\$1,400.00
1	Secondary Box	1	EA	11.00	11.00	11.00	\$600.00	\$6,600.00	\$6,600.00	\$6,600.00	11.00	\$6,600.00	0.00	\$0.00	100.00%	\$6,600.00
1	Bell Ends	1	EA	30.00	30.00	30.00	\$15.00	\$450.00	\$450.00	\$450.00	30.00	\$450.00	0.00	\$0.00	100.00%	\$450.00
1	Sweeps	1	EA	18.00	18.00	18.00	\$20.00	\$360.00	\$360.00	\$360.00	18.00	\$360.00	0.00	\$0.00	100.00%	\$360.00
1	Trench	1	LF	1870.00	1870.00	1870.00	\$6.25	\$11,687.50	\$11,687.50	\$11,687.50	1870.00	\$11,687.50	0.00	\$0.00	100.00%	\$11,687.50
1	Staking	1	LF	1970.00	1,970.00	1,970.00	\$1.00	\$1,970.00	\$1,970.00	\$1,970.00	1,970.00	\$1,970.00	0.00	\$0.00	100.00%	\$1,970.00
1	Pull String	1	LF	2394.00	2,394.00	2,394.00	\$0.30	\$718.20	\$718.20	\$718.20	2,394.00	\$718.20	0.00	\$0.00	100.00%	\$718.20
1	Warning Tape	1	LF	1970.00	1,970.00	1,970.00	\$0.30	\$591.00	\$591.00	\$591.00	1,970.00	\$591.00	0.00	\$0.00	100.00%	\$591.00
	Sub-total							\$35,937.70	\$35,937.70	\$35,937.70		\$35,937.70		\$0.00		\$35,937.70
	TOTAL							\$471,331.50	\$504,219.20	\$504,219.20		\$504,219.20		\$33,883.00		\$504,219.20

Total Previous and Current Amounts \$604,219.20
 Less: Previous Estimate (\$419,540.69)
 Total Due to Date \$184,678.51

Submitted by: John C. Foxley, Senior Project Manager
 Joe Bland Construction, L.P.
 Date: 3/3/15

Reviewed by: [Signature]
 Date: 3/10/15

Recommended by: _____
 Date: _____

Approved by: _____
 Date: _____

EXHIBIT B

MAINTENANCE BOND



v
SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Bond No. 4398384MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Kyle as Obligee, in the penal sum of One Hundred Seventy Six Thousand Four Hundred Seventy Six and 72/100's (\$176,476.72) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Hometown Kyle Subdivision Phase 3 Section 6, Including Utility Trench Backfill.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 31st day of March, 2014.

Joe Bland Construction LP

Principal

By: 

Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

By: 
David S. Ballew, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

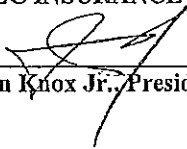
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

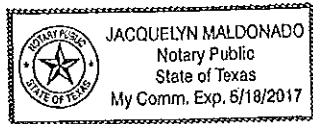
SURETEC INSURANCE COMPANY

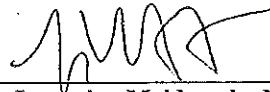
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 31st day of March, 2015, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

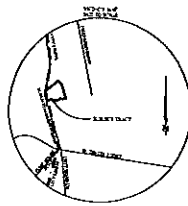
The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

EXHIBIT C

SUBDIVISION MAP

NOTES:
 NO PORTION OF THIS PROJECT IS WITHIN A 100-YEAR FLOOD PLAIN AS PER FEMA PANEL 48205C0385F EFFECTIVE SEPTEMBER 2, 2005.

THIS PROJECT IS NOT LOCATED OVER THE EDWARD'S AQUIFER CONTRIBUTING ZONE.



JOHN PHARASS SURVEY NO. 13
HAYS COUNTY, TEXAS
MARCH 2013



GRAPHIC SCALE
 1" = 100'

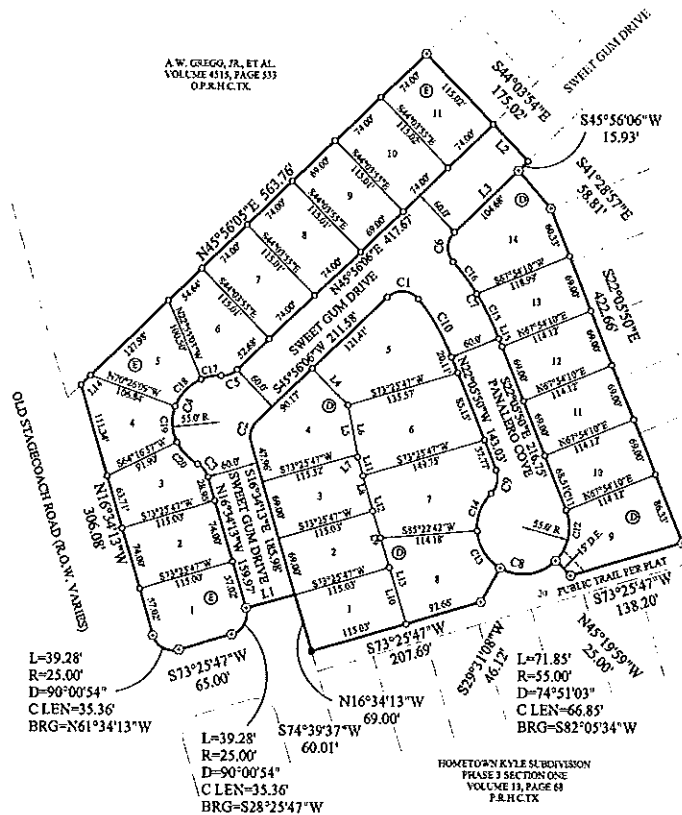
OWNER/DEVELOPER
 RH OF TEXAS LIMITED PARTNERSHIP
 10415 ONE MORADO CIRCLE
 SUITE 100
 AUSTIN, TEXAS 78759

ENGINEER
 GICE
 12007 TECHNOLOGY BLVD, STE 150
 AUSTIN, TEXAS 78727

SURVEYOR
 DELTA SURVEY GROUP, INC.
 8213 BRODIE LANE, SUITE 102
 AUSTIN, TEXAS 78745

LEGEND

- ⊙ 1/2 INCH IRON ROD WITH 'CHAPARRAL' CAP FOUND
- 1/2 INCH IRON ROD FOUND
- 1/2 INCH IRON ROD WITH 'DELTA SURVEY' CAP SET
- BL BUILDING SETBACK LINE
- P.U.E PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- D.E. DRAINAGE EASEMENT
- P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T.X. DEED RECORDS, HAYS COUNTY, TEXAS
- BLOCK DESIGNATION



HOMETOWN KYLE SUBDIVISION
 PHASE 3 SECTION THREE
 VOLUME 11, PAGE 69
 P.R.H.C.T.X.

HOMETOWN KYLE SUBDIVISION
 PHASE 3 SECTION ONE
 VOLUME 11, PAGE 69
 P.R.H.C.T.X.

BLOCK	LOT	AREA (SQ)	ZONING
E	1	2165	R-1-1
E	2	1510	R-1-1
E	3	2220	R-1-1
E	4	2548	R-1-1
E	5	2553	R-1-1
E	6	2328	R-1-1
E	7	2311	R-1-1
E	8	2311	R-1-1
E	9	2315	R-1-1
E	10	1811	R-1-1
E	11	1811	R-1-1
D	1	2919	R-1-1
D	2	2919	R-1-1
D	3	2919	R-1-1
D	4	2919	R-1-1
D	5	1304	R-1-1
D	6	1219	R-1-1
D	7	1261	R-1-1
D	8	1949	R-1-1
D	9	1034	R-1-1
D	10	7874	R-1-1
D	11	7874	R-1-1
D	12	7874	R-1-1
D	13	2961	R-1-1
D	14	1127	R-1-1

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	LINE	BEARING	DISTANCE
C1	35.02	41.19	35.69	N82°43'17"W	87°18'0"	L1	S74°39'37"W	60.01'
C2	35.02	27.27	25.94	S1°42'56"W	61°32'19"	L2	S44°02'54"W	60.00'
C3	35.02	23.31	19.79	N39°21'13"W	45°34'03"	L3	S45°38'06"W	129.61'
C4	35.02	149.42	127.52	N14°40'54"E	155°32'25"	L4	N44°03'53"W	59.71'
C5	25.02	32.32	19.78	S59°13'07"E	45°34'03"	L5	S11°02'37"E	59.07'
C6	35.02	39.02	34.45	S28°21'17"E	87°02'56"	L6	S11°02'37"E	62.09'
C7	399.02	105.91	105.38	S31°14'37"E	1°33'41"	L7	S11°02'37"E	3.01'
C8	55.02	238.64	91.31	N78°06'34"W	24°58'23"	L8	S16°34'13"E	69.02'
C9	35.02	29.66	27.85	N11°51'26"E	67°58'23"	L9	S16°34'13"E	69.02'
C10	245.02	72.27	78.55	N39°21'42"W	18°33'61"	L10	S16°34'13"E	69.02'
C11	55.02	0.47	0.47	S11°52'29"E	0°59'43"	L11	S16°34'13"E	22.99'
C12	55.02	63.62	60.11	S15°12'24"W	65°19'12"	L12	S16°34'13"E	75.82'
C13	55.02	59.65	51.54	N21°32'21"W	55°53'66"	L13	S16°34'13"E	153.18'
C14	55.02	48.45	45.92	N20°38'25"E	89°28'32"	L14	N43°28'11"E	16.14'
C15	352.02	39.65	35.95	S39°59'11"E	11°05'19"	L15	N22°05'52"W	10.24'
C16	235.02	45.85	44.12	S34°47'37"E	69°48'12"			
C17	55.02	24.37	24.17	N75°45'37"E	23°21'11"			
C18	54.92	45.61	44.31	N43°29'31"E	47°31'22"			
C19	54.92	43.47	42.34	N20°04'36"W	43°13'35"			
C20	55.02	35.92	35.29	N44°21'11"W	37°25'23"			

Delta Survey Group Inc.
 8213 Brodie Lane Ste. 102 Austin, TX. 78745
 office: (512) 282-5200 fax: (512) 282-5230
 TBPLS Firm No. 10004700

HOMETOWN KYLE
PHASE 3 SECTION 6

SHEET
1
OF
2

STATE OF TEXAS

KNOW ALL THESE MEN BY PRESENTS:

COUNTY OF HAYS

THAT, RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH HOME ADDRESS AT 10415 ONE MORADO CIRCLE SUITE 100, AUSTIN, TEXAS 78759, OWNER OF THAT CERTAIN 15.075 ACRE TRACT OF LAND IN THE SAMUEL PHARASS SURVEY 14, ABSTRACT 360, SITUATED IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED AND RECORDED IN VOLUME 2887, PAGE 514, HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE A COMBINED TOTAL OF 6.882 ACRES OF LAND, TO BE KNOWN AS "HOMETOWN KYLE SUBDIVISION PHASE 3 SECTION 6", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS ASSISTANT VICE PRESIDENT, KEVIN FREEMAN, THEREUNTO DULY AUTHORIZED, THIS 21ST DAY OF JANUARY, 2015 A.D.

Kevin Freeman
KEVIN FREEMAN, ASSISTANT VICE PRESIDENT, RH OF TEXAS, LIMITED PARTNERSHIP
RH OF TEXAS LIMITED PARTNERSHIP
10415 ONE MORADO CIRCLE
SUITE 100
AUSTIN, TEXAS 78759

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KEVIN FREEMAN, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21ST DAY OF JANUARY, 2015 A.D.

Patrick Turner Connor
(PARTY PUBLIC IN AND FOR STATE OF TEXAS)



PATRICK TURNER CONNOR
(PRINT OR TYPE NOTARY'S NAME)

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT, LIZ Q. GONZALEZ, CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 2ND DAY OF March, 2015 A.D. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT CABINET 18, PAGE(S) 185 & 186. WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 2ND DAY OF March, 2015 A.D. FILED FOR RECORD AT 12:18 O'CLOCK P.M. THIS THE 2ND DAY OF March, 2015 A.D.

Liz Q. Gonzalez
LIZ Q. GONZALEZ
COUNTY CLERK BY FORANNE J. DEPUY
HAYS COUNTY, TEXAS



THIS FINAL PLAT (HOMETOWN KYLE SUBDIVISION, PHASE 3 SECTION 6) 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 9TH DAY OF July, 2013

By: Amelia Sanchez
ATTEST:
AMELIA SANCHEZ
CHAIRPERSON

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

Jean E. Brattigam
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745

1-27-15
DATE



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

Stevell Ihney
STEVELL IHNEY
PROFESSIONAL ENGINEER
No. 81976 STATE OF TEXAS
GARRETT-IHNEY CIVIL ENGINEERS
12007 TECHNOLOGY BLVD, STE 150
AUSTIN, TEXAS 78727

1-27-15
DATE



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

Leon Barba, P.E.
LEON BARBA, P.E.
CITY OF KYLE
100 WEST CENTER
KYLE, TX 78640

2/23/15
DATE

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF KYLE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF KYLE AND RECOMMEND APPROVAL.

Harber Wilder
HARBER WILDER
DIRECTOR OF PUBLIC WORKS

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

Hezy Johnson R. Todd Webster
HEZY JOHNSON R. TODD WEBSTER
MAYOR

I HERBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HOMETOWN KYLE SUBDIVISION, PHASE 4 SECTION 1 ADDITION TO THE CITY OF KYLE, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE ON THE 16TH DAY OF July, 2013 SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF KYLE, TEXAS.

WITNESS MY HAND THIS 16TH DAY OF July, 2013

Amelia Sanchez
AMELIA SANCHEZ
CITY SECRETARY

GENERAL NOTES:

- 1. A 20-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE FRONT OF ALL LOTS EXCEPT FOR SIDE YARDS AND CORNER LOTS.
2. A 10-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE RIGHT-OF-WAY WHERE THERE IS A 15-FOOT BUILDING LINE SHOWN ON THE FACE OF THE PLAT.
3. A 10-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE REAR PROPERTY LINES.
4. A 5-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE SIDE PROPERTY LINES.
5. 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.
6. SIDEWALKS SHALL BE BUILT ALONG BOTH SIDES OF ALL STREETS WITHIN THE HOMETOWN KYLE SUBDIVISION, PHASE 3 SECTION 6. ALL SIDEWALKS SHALL BE A MINIMUM OF 4 FEET IN WIDTH AND BUILT IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF KYLE. HANDICAP RAMPS ARE TO BE BUILT AS PART OF THE SUBDIVISION CONSTRUCTION AND SHALL BE IN PLACE PRIOR TO SUBDIVISION ACCEPTANCE. SIDEWALKS ACROSS FRONTAGE OF ALL HOMEOWNERS ASSOCIATION LOTS AND EASEMENTS LOTS SHALL BE BUILT AS PART OF SUBDIVISION STREET CONSTRUCTION.
7. NO OBJECTS 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 PRIOR APPROVAL OF THE CITY OF KYLE.
8. EACH PROPERTY OWNER OF A LOT ON WHICH DRAINAGE EASEMENT(S) ARE PLATTED SHALL BE RESPONSIBLE FOR KEEPING GRASS AND WEEDS NEATLY CUT AND EASEMENT AREA FREE OF DEBRIS AND TREE BRUSH REGROWTH.
9. OWNER(S) OF PROPERTY WITH DRAINAGE AND UTILITY EASEMENT(S) SHALL ALLOW ACCESS FOR INSPECTIONS, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
10. PLACEMENT OF FILL MATERIAL, OR STRUCTURES, OR CHANNEL MODIFICATIONS WITHIN 100-YEAR FLOOD PLAIN IS PROHIBITED.
11. MAINTENANCE AND UPKEEP OF DETENTION BASINS AND RELATED APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION LOTS UPON WHICH FACILITIES ARE LOCATED.
12. ACCESS TO EVERY LOT IS LIMITED TO ONLY STREETS PLATTED AS PART OF THIS SUBDIVISION. ACCESS TO ANY LOT FROM OLD STAGECOACH ROAD IS PROHIBITED.
13. ALL SETBACKS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.

DESCRIPTION OF A 6.882 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN MARCH OF 2013, LOCATED IN THE SAMUEL PHARASS SURVEY 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF A 15.075 ACRE TRACT CONVEYED TO RH OF TEXAS IN VOLUME 2887, PAGE 514 OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 6.882 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic "Chaparral" cap found in the south line of a 54.697 acre tract described in Volume 4515, Page 533, Official Public Records, Hays County, Texas, same being the northwest corner of Hometown Kyle Subdivision, Phase 3, Section Three a subdivision of record in Volume 13, Page 72, Plat Records, Hays County, Texas, and also being the northeast corner of the remainder of said 15.075 tract for the northeast corner of this tract and the POINT OF BEGINNING;

THENCE leaving said common point with west lines of said Hometown Kyle Subdivision Phase 3 Section Three, same being east lines of said remainder tract the following four (4) courses and distances:

- 1. S44°03'54"E a distance of 115.02 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set,
2. S45°50'06"W a distance of 15.93 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
3. S41°28'57"E a distance of 58.81 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found, and
4. S21°05'50"E a distance of 422.66 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found in a north line of Hometown Kyle Subdivision Phase 3 Section One a subdivision of record in Volume 13, Page 68, Plat records, Hays County, Texas, same being the southwest corner of said Hometown Kyle Subdivision Phase 3 Section Three, and also being the southeast corner of said remainder tract;

THENCE with north and east lines of said Hometown Kyle Subdivision Phase 3 Section One, same being south and west lines of said remainder tract the following eleven courses and distances:

- 1. S73°25'47"W a distance of 138.20 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
2. N45°19'59"W a distance of 25.00 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
3. with the arc of a curve to the right a distance of 71.85 feet, through a central angle of 74°51'03", having a radius of 55.00 feet, and whose chord bears S82°05'34"W, a distance of 66.85 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
4. S29°31'08"W a distance of 46.12 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
5. S73°25'47"W a distance of 207.69 feet to a 1/2 inch iron rod found,
6. N16°34'13"W a distance of 69.00 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set,
7. S74°39'37"W a distance of 60.01 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
8. with the arc of a curve to the right a distance of 39.24 feet, through a central angle of 90°00'54", having a radius of 25.00 feet, and whose chord bears S28°25'47"W, a distance of 35.36 feet to a calculated point to a 1/2 inch iron rod with plastic "Chaparral" cap found,
9. S73°25'47"W a distance of 65.00 feet to a 1/2 inch iron rod with plastic "Chaparral" cap found,
10. with the arc of a curve to the right a distance of 39.28 feet, through a central angle of 90°00'54", having a radius of 25.00 feet, and whose chord bears N61°34'13"W, a distance of 35.36 feet to a calculated point to a 1/2 inch iron rod with plastic "Chaparral" cap found,
11. N16°34'13"W a distance of 306.08 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set for the northwest corner of said remainder tract, same being a northeast corner of said Hometown Kyle Subdivision Phase 3 Section One, and also being in the south line of said 54.697 acre tract;

THENCE with the south line of said 54.697 acre tract, same being the north line of said remainder tract, N45°56'03"E a distance of 583.76 feet to the POINT OF BEGINNING and containing 6.882 acres of land, more or less.



CITY OF KYLE, TEXAS

Hometown Kyle Subdivision Phase 4 Section 3

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a resolution accepting Hometown Kyle Subdivision Phase 4 Section 3 improvements. ~ *Leon Barba, P.E., City Engineer*

Other Information: A final walkthrough was completed on April 1, 2015. The punch list items have been completed on the project. The grading, 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 (Sure-Tec Insurance Company - Bond No. 4398383MNT) has been provided for a period of two (2) years.

Legal Notes: N/A

Budget Information: N/A

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

Attachments / click to download

[Hometown Kyle Subdivision Phase 4 Section 3](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING HOMETOWN KYLE SUBDIVISION PHASE 4 SECTION 3 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 systems 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 Hometown Kyle Subdivision Phase 4 Section 3. The current maintenance surety is hereby \$338,916.45 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 Hometown Kyle Subdivision Phase 4 Section 3 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: April 15, 2015

SUBJECT: Hometown Kyle Subdivision Phase 4 Section 3
Final Acceptance

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

A final walkthrough was completed on April 1, 2015. The punch list items have been completed on the project. The grading, drainage, water, wastewater and street improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (SureTec Insurance Company – Bond No. 4398383MNT) 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

April 16, 2015

City of Kyle
Attn: Leon Barba, P.E.
City Engineer
100 W. Center Street
Kyle, Texas 78640

RE: *Hometown Kyle – Phase 4, Section 3*
Recommendation for Acceptance and Final Engineering Concurrence Letter

Mr. Barba,

On April 1, 2015 a final visual inspection of the above referenced project was made by Steven Ihnen - Garrett Ihnen Civil Engineers, and City of Kyle Staff.

From this site inspection it is verified that all construction activity has been completed per the as-built plans provided herein and the public right of way has been returned to pre-construction conditions.

Please call if you have any questions or comments.
Sincerely,

Steve Ihnen, P.E.
Project Engineer
TBPE #F630



4/16/15

Joe Blind Construction, L.P.
13711 Dossau Road
Austin, Texas 78764

Estimate No. 6 - February 2015
Date: 28-Feb-15

1101 Arrow Point Drive #101
Cedar Park, Texas 78613

Hometown Kyla - Phase 4 Section 3
Street, Drainage, Water, and Wastewater Improvements

Joe Blind Construction, L.P.
13711 Dossau Road
Austin, Texas 78764

Estimate No. 6 - February 2015
Date: 28-Feb-15

1101 Arrow Point Drive #101
Cedar Park, Texas 78613

Hometown Kyla - Phase 4 Section 3
Street, Drainage, Water, and Wastewater Improvements

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
1	Streets															
1	ROW Dimension		CY	4,855			\$ 22.00	\$106,810.00	0.00	\$106,810.00	4855.00	\$106,810.00	0.00	\$0.00	100.00%	\$106,810.00
2	Lot Grading - R3		CY	9,752			\$ 6.00	\$58,512.00	0.00	\$58,512.00	9752.00	\$58,512.00	0.00	\$0.00	100.00%	\$58,512.00
3	Stock Pile Materials to be placed according to Grading Plan.		CY	3,313			\$ 6.00	\$19,878.00	0.00	\$19,878.00	3313.00	\$19,878.00	0.00	\$0.00	100.00%	\$19,878.00
4	Subgrade Preparation (" from BOQ)		SY	4,898			\$ 1.50	\$7,347.00	0.00	\$7,347.00	4898.00	\$7,347.00	0.00	\$0.00	100.00%	\$7,347.00
5	1.5" HMA		SY	3,898			\$ 9.00	\$35,082.00	0.00	\$35,082.00	3898.00	\$35,082.00	0.00	\$0.00	100.00%	\$35,082.00
6	8" Compacted Flexible Base		SY	4,850			\$ 8.00	\$38,800.00	0.00	\$38,800.00	4850.00	\$38,800.00	0.00	\$0.00	100.00%	\$38,800.00
7	6" Curb & Gutter		LF	2,534			\$ 12.00	\$30,408.00	0.00	\$30,408.00	2534.00	\$30,408.00	0.00	\$0.00	100.00%	\$30,408.00
8	4" Curbwalk, 4' or 6' wide		SF	1,101			\$ 4.00	\$4,404.00	0.00	\$4,404.00	1101.00	\$4,404.00	0.00	\$0.00	100.00%	\$4,404.00
9	Curbwalk Handicap Ramp		EA	4			\$ 1,100.00	\$4,400.00	0.00	\$4,400.00	4.00	\$4,400.00	0.00	\$0.00	100.00%	\$4,400.00
10	42" X 2' Stop Bar Markings (White)		EA	2			\$ 600.00	\$1,200.00	0.00	\$1,200.00	2.00	\$1,200.00	0.00	\$0.00	100.00%	\$1,200.00
11	Remove Standard Obstacles		EA	1			\$ 600.00	\$600.00	0.00	\$600.00	1.00	\$600.00	0.00	\$0.00	100.00%	\$600.00
12	Speed Sign		EA	3			\$ 600.00	\$1,800.00	0.00	\$1,800.00	3.00	\$1,800.00	0.00	\$0.00	100.00%	\$1,800.00
13	Street/Stop Sign		EA	1			\$ 1,600.00	\$1,600.00	0.00	\$1,600.00	1.00	\$1,600.00	0.00	\$0.00	100.00%	\$1,600.00
14	Decorative Street L. No.		EA	5			\$ 3,600.00	\$18,000.00	0.00	\$18,000.00	5.00	\$18,000.00	0.00	\$0.00	100.00%	\$18,000.00
	Total Streets							\$332,304.93	\$0.00	\$332,304.93		\$332,304.93		\$42,898.37		\$332,304.93
	Drainage															
1	10" Class III R.C.P.		LF	105.00			\$50.00	\$5,250.00	0.00	\$5,250.00	105.00	\$5,250.00	0.00	\$0.00	100.00%	\$5,250.00
2	24" Class III R.C.P.		LF	192.00			\$70.00	\$13,440.00	0.00	\$13,440.00	192.00	\$13,440.00	0.00	\$0.00	100.00%	\$13,440.00
3	30" Class III R.C.P.		LF	149			\$120.00	\$17,880.00	0.00	\$17,880.00	149.00	\$17,880.00	0.00	\$0.00	100.00%	\$17,880.00
4	36" Class III R.C.P.		LF	300			\$120.00	\$36,000.00	0.00	\$36,000.00	300.00	\$36,000.00	0.00	\$0.00	100.00%	\$36,000.00
5	30" Standard Headwall w/Displacers		EA	1			\$3,000.00	\$3,000.00	0.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	100.00%	\$3,000.00
6	36" Standard Headwall w/Displacers		EA	1			\$4,500.00	\$4,500.00	0.00	\$4,500.00	1.00	\$4,500.00	0.00	\$0.00	100.00%	\$4,500.00
7	18" 30'ly End Treatment		EA	2			\$1,800.00	\$3,600.00	0.00	\$3,600.00	2.00	\$3,600.00	0.00	\$0.00	100.00%	\$3,600.00
8	4" Dia. Storm Sewer Manhole		EA	1			\$4,400.00	\$4,400.00	0.00	\$4,400.00	1.00	\$4,400.00	0.00	\$0.00	100.00%	\$4,400.00
9	Storm Sewer 42" Jurisdiction Box		EA	2			\$4,400.00	\$8,800.00	0.00	\$8,800.00	2.00	\$8,800.00	0.00	\$0.00	100.00%	\$8,800.00
10	18" Storm Sewer Inlet		EA	3.00			\$3,600.00	\$10,800.00	0.00	\$10,800.00	3.00	\$10,800.00	0.00	\$0.00	100.00%	\$10,800.00
11	24" Storm Sewer Inlet		EA	1.00			\$6,500.00	\$6,500.00	0.00	\$6,500.00	1.00	\$6,500.00	0.00	\$0.00	100.00%	\$6,500.00
12	Trench Safety		LF	736.00			\$4.00	\$2,944.00	0.00	\$2,944.00	736.00	\$2,944.00	0.00	\$0.00	100.00%	\$2,944.00
13	24" Rock Rubble		SY	54			\$10.00	\$540.00	0.00	\$540.00	54.00	\$540.00	0.00	\$0.00	100.00%	\$540.00
14	Detention Pond		LS	1			\$39,860.00	\$39,860.00	0.00	\$39,860.00	1.00	\$39,860.00	0.00	\$0.00	100.00%	\$39,860.00
15	Pond Outlet Structure		EA	1			\$2,200.00	\$2,200.00	0.00	\$2,200.00	1.00	\$2,200.00	0.00	\$0.00	100.00%	\$2,200.00
	Total Drainage							\$152,036.00	\$0.00	\$152,036.00		\$152,036.00		\$0.00		\$152,036.00

Joe Blund Construction, L.P.
13111 Deaneau Road
Austin, Texas 78754

Ryland Homes of Texas, L.L.P.
1101 Arrow Point Drive #101
Cedar Park, Texas 78613

Estimate No. 6 - February 2015
Homeown Kyle - Phase 4 Section 3
Street Drainage, Water, and Wastewater Improvements

Date: 22-Feb-15

Joe Blund Construction, L.P.
13111 Deaneau Road
Austin, Texas 78754

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
1	Sanitary Sewer		LF	363			\$ 54.00	\$19,580.40	0.00	\$19,580.40	363.00	\$19,602.00	0.00	\$0.00	100.00%	\$19,580.40
2	6" DCR-20 Wastewater Line 0-12' Deep		LF	105			\$ 62.00	\$6,491.40	0.00	\$6,491.40	105.00	\$6,491.40	0.00	\$0.00	100.00%	\$6,491.40
3	6" DCR-20 Wastewater Line 12-14' Deep		LF	109			\$ 70.00	\$7,658.00	0.00	\$7,658.00	109.00	\$7,658.00	0.00	\$0.00	100.00%	\$7,658.00
4	6" DCR-20 Wastewater Line 14-16' Deep		LF	153			\$ 80.00	\$12,240.00	0.00	\$12,240.00	153.00	\$12,240.00	0.00	\$0.00	100.00%	\$12,240.00
5	6" DCR-20 Wastewater Line 16-18' Deep		LF	242			\$ 85.00	\$20,570.00	0.00	\$20,570.00	242.00	\$20,570.00	0.00	\$0.00	100.00%	\$20,570.00
6	6" DCR-20 Wastewater Line 18-20' Deep		EA	2			\$ 6,000.00	\$12,000.00	0.00	\$12,000.00	2.00	\$12,000.00	0.00	\$0.00	100.00%	\$12,000.00
7	Standard Manhole, 10-12' Depth		EA	1			\$ 8,400.00	\$8,400.00	0.00	\$8,400.00	1.00	\$8,400.00	0.00	\$0.00	100.00%	\$8,400.00
8	Standard Manhole, 12-14' Depth		EA	1			\$ 9,200.00	\$9,200.00	0.00	\$9,200.00	1.00	\$9,200.00	0.00	\$0.00	100.00%	\$9,200.00
9	Standard Manhole, 16-18' Depth		EA	1			\$ 10,000.00	\$10,000.00	0.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	100.00%	\$10,000.00
10	Standard Manhole, 18-20' Depth		EA	6			\$ 800.00	\$4,800.00	0.00	\$4,800.00	15.00	\$24,000.00	0.00	\$0.00	100.00%	\$4,800.00
11	Protective Manhole Casing		EA	15.00			\$ 1,400.00	\$21,000.00	0.00	\$21,000.00	15.00	\$21,000.00	0.00	\$0.00	100.00%	\$21,000.00
12	Double WVI Service Inlet 6" Pipe		EA	5.00			\$ 372.00	\$1,860.00	0.00	\$1,860.00	5.00	\$1,860.00	0.00	\$0.00	100.00%	\$1,860.00
13	Single WVI Service Inlet 6" Pipe		EA	5.00			\$ 372.00	\$1,860.00	0.00	\$1,860.00	5.00	\$1,860.00	0.00	\$0.00	100.00%	\$1,860.00
14	Trench Safety		LF	972.00			\$ 162.165.80	\$157,269.40	0.00	\$157,269.40	972.00	\$157,269.40	0.00	\$0.00	100.00%	\$157,269.40
	Total Contingency							\$157,269.40		\$157,269.40				\$0.00		\$157,269.40
	Water							\$122,148.00	1,508.00	\$123,656.00	2349.00	\$122,148.00	29.00	\$1,508.00	100.00%	\$123,656.00
1	12" AWWA C900 DR-14 Water Line Inlet Fittings	2	LF	2349.00			\$52.00	\$122,148.00	1,508.00	\$123,656.00	2349.00	\$122,148.00	29.00	\$1,508.00	100.00%	\$123,656.00
2	8" AWWA C900 DR-14 Water Line Inlet Fittings	2	LF	196.00			\$8,450.00	\$1,658.00	1,440.00	\$3,098.00	196.00	\$1,658.00	40.00	\$1,440.00	100.00%	\$3,098.00
3	12" Gate Valve with Box		EA	4.00			\$4,300.00	\$17,200.00	0.00	\$17,200.00	4.00	\$17,200.00	0.00	\$0.00	100.00%	\$17,200.00
4	6" Gate Valve with Box		EA	2.00			\$2,150.00	\$4,300.00	0.00	\$4,300.00	2.00	\$4,300.00	0.00	\$0.00	100.00%	\$4,300.00
5	Double Water Inlet 1-1/2" Pipe	2	EA	15.00			\$1,600.00	\$24,000.00	1,600.00	\$25,600.00	15.00	\$24,000.00	1.00	\$1,600.00	100.00%	\$25,600.00
6	Single Water Inlet 1-1/2" Pipe	2	EA	4.00			\$1,800.00	\$7,200.00	3,000.00	\$10,200.00	4.00	\$7,200.00	3.00	\$5,400.00	100.00%	\$10,200.00
7	Fire Hydrant Assembly, 6" Gate Valve		EA	2			\$4,650.00	\$9,300.00	0.00	\$9,300.00	2.00	\$9,300.00	0.00	\$0.00	100.00%	\$9,300.00
8	2" Air Release Valve		EA	1			\$2,500.00	\$2,500.00	0.00	\$2,500.00	1.00	\$2,500.00	0.00	\$0.00	100.00%	\$2,500.00
9	Trench Safety		LF	2545			\$ 1.00	\$2,545.00	0.00	\$2,545.00	2545.00	\$2,545.00	0.00	\$0.00	100.00%	\$2,545.00
10	6" Gate Valve with box		EA	1			\$1,100.00	\$1,100.00	0.00	\$1,100.00	1.00	\$1,100.00	0.00	\$0.00	100.00%	\$1,100.00
	Total Amount Bid - Water							\$181,148.00	\$7,948.00	\$189,096.00				\$7,948.00		\$189,096.00
	Erosion & Sedimentation Controls							\$9,621.54	0.00	\$9,621.54	3207.00	\$9,621.54	0.00	\$0.00	100.00%	\$9,621.54
1	Silt Fence		SY	3207			\$ 3.00	\$9,621.54	0.00	\$9,621.54	3207.00	\$9,621.54	0.00	\$0.00	100.00%	\$9,621.54
2	Revegetation		LF	39			\$ 30.00	\$1,170.00	0.00	\$1,170.00	39.00	\$1,170.00	0.00	\$0.00	100.00%	\$1,170.00
3	Rock berm		EA	1			\$1,300.00	\$1,300.00	0.00	\$1,300.00	1.00	\$1,300.00	0.00	\$0.00	100.00%	\$1,300.00
4	Stabilized Construction Entrance		EA	4			\$400.00	\$1,600.00	0.00	\$1,600.00	4.00	\$1,600.00	0.00	\$0.00	100.00%	\$1,600.00
5	Joint Protection		LS	1			\$15,000.00	\$15,000.00	0.00	\$15,000.00	1.00	\$15,000.00	0.00	\$0.00	100.00%	\$15,000.00
6	Clearing & Grubbing		LS	1			\$837.29	\$837.29	0.00	\$837.29	142.00	\$539.00	0.00	-\$171.71	100.00%	\$667.29
7	Tres Fence Protection		LF	142			\$ 4.50	\$641.40	0.00	\$641.40	142.00	\$641.40	0.00	\$0.00	100.00%	\$641.40
	Total Amount Bid - Erosion & Sedimentation Controls							\$9,621.54	\$0.00	\$9,621.54				\$0.00		\$9,621.54
	Total Amount Bid							\$190,769.54	\$7,948.00	\$198,717.54				\$7,948.00		\$198,717.54

Joe Bland Construction, L.P.
13111 Deszasz Road
Austin, Texas 78754

Ryland Homes of Texas, L.L.P.
1101 Arrow Point Drive #101
Cedar Park, Texas 78613

Estimate No. 6 - February 2015
Hometown Kyle - Phase 4 Section 3
Street, Drainage, Water, and Wastewater Improvements

Bid Item No.	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
Miscellaneous															
1	2	EA	.35	(.35)		\$ 180.00	\$63.00	(\$250.00)	\$0.00		\$0.00		\$0.00	0.00%	\$0.00
2	2	EA	1	(1)		\$ 1,400.00	\$1,400.00	(\$1,400.00)	\$0.00		\$0.00		\$0.00	0.00%	\$0.00
3		LS	1			\$ 1,500.00	\$1,500.00	0.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	100.00%	\$1,500.00
4		LF	2992			\$ 3.00	\$7,776.00	0.00	\$7,776.00	2992.00	\$7,776.00	0.00	\$0.00	100.00%	\$7,776.00
Total Amount Bid - Water Quality							\$16,926.00	(\$4,600.00)	\$9,276.00		\$9,276.00		\$0.00		\$9,276.00
TOTAL CONTRACT							\$911,804.16		\$918,800.86		\$93,024.80				\$911,804.16
Change Order No. 1 - PEC Electric Improvements															
1	1	LF	3479.00	3479.00	3479.00	\$3.00	\$10,437.00	\$10,437.00	\$10,437.00	3479.00	\$10,437.00	0.00	\$0.00	100.00%	\$10,437.00
1	1	LF	180.00	180.00	180.00	\$2.00	\$360.00	\$360.00	\$360.00	180.00	\$360.00	0.00	\$0.00	100.00%	\$360.00
1	1	LF	180.00	180.00	180.00	\$0.00	\$0.00	\$108.00	\$108.00	180.00	\$108.00	0.00	\$0.00	100.00%	\$108.00
1	1	LF	3.00	3.00	3.00	\$845.00	\$2,535.00	\$2,535.00	\$2,535.00	3.00	\$2,535.00	0.00	\$0.00	100.00%	\$2,535.00
1	1	EA	6.00	6.00	6.00	\$1,400.00	\$8,400.00	\$8,400.00	\$8,400.00	6.00	\$8,400.00	0.00	\$0.00	100.00%	\$8,400.00
1	1	EA	20.00	20.00	20.00	\$600.00	\$12,000.00	\$12,000.00	\$12,000.00	20.00	\$12,000.00	0.00	\$0.00	100.00%	\$12,000.00
1	1	EA	1.00	1.00	1.00	\$90.00	\$90.00	\$90.00	\$90.00	1.00	\$90.00	0.00	\$0.00	100.00%	\$90.00
1	1	EA	34.00	34.00	34.00	\$15.00	\$510.00	\$510.00	\$510.00	34.00	\$510.00	0.00	\$0.00	100.00%	\$510.00
1	1	EA	53.00	53.00	53.00	\$20.00	\$1,060.00	\$1,060.00	\$1,060.00	53.00	\$1,060.00	0.00	\$0.00	100.00%	\$1,060.00
1	1	LF	2647.00	2647.00	2647.00	\$6.25	\$16,543.75	\$16,543.75	\$16,543.75	2647.00	\$16,543.75	0.00	\$0.00	100.00%	\$16,543.75
1	1	LF	2847.00	2847.00	2847.00	\$1.00	\$2,847.00	\$2,847.00	\$2,847.00	2847.00	\$2,847.00	0.00	\$0.00	100.00%	\$2,847.00
1	1	LF	3479.00	3479.00	3479.00	\$0.30	\$1,043.70	\$1,043.70	\$1,043.70	3479.00	\$1,043.70	0.00	\$0.00	100.00%	\$1,043.70
1	1	LF	2647.00	2647.00	2647.00	\$0.30	\$794.10	\$794.10	\$794.10	2647.00	\$794.10	0.00	\$0.00	100.00%	\$794.10
Sub-total							\$56,528.55	(\$6,528.55)	\$50,000.00		\$50,000.00		\$0.00		\$50,000.00
TOTAL							\$910,606.16		\$968,332.71		\$93,024.80				\$968,332.71

Submitted by: John C. Forney, Senior Project Manager
Joe Bland Construction, L.P.
Date: 3/2/15

Reviewed by: _____
Date: 3/11/15

Recommended by: _____
Date: _____

Approved by: _____
Date: _____

Total Previous and Current Amounts
\$968,332.71
Less Previous Estimates
(\$93,024.80)
Total Due to Date
\$875,307.91

Total Due to Date
\$875,307.91
Less Previous Estimates
(\$93,024.80)
Total Due this Estimate
\$782,283.11

EXHIBIT B

MAINTENANCE BOND



SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Bond No. 4398383MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Kyle as Obligee, in the penal sum of Three Hundred Thirty Eight Thousand Nine Hundred Sixteen and 45/100's (\$338,916.45) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Hometown Kyle Subdivision Phase 4 Section 3, Including Utility Trench Backfill.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 31st day of March, 2014.

Joe Bland Construction LP

Principal

By: 

Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

By: 

David S. Ballew, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

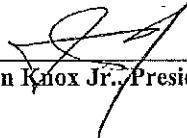
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

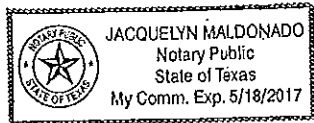
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

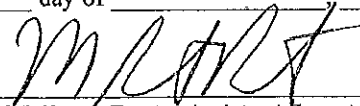
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 31st day of March, 2015, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

EXHIBIT C

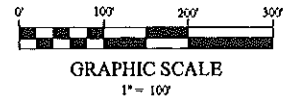
SUBDIVISION MAP

VOI 18; Pg 183

NOTES:
NO PORTION OF THIS PROJECT IS WITHIN A 100-YEAR FLOOD PLAIN AS PER FEMA PANEL 48209C0385F EFFECTIVE SEPTEMBER 2, 2005.

THIS PROJECT IS NOT LOCATED OVER THE EDWARDS'S AQUIFER CONTRIBUTING ZONE.

JOHN PHARASS SURVEY NO. 13 HAYS COUNTY, TEXAS OCTOBER 2012



OWNER/DEVELOPER
RH OF TEXAS LIMITED PARTNERSHIP
10415 ONE MORADO CIRCLE
SUITE 100
AUSTIN, TEXAS 78759

ENGINEER
GICE
12007 TECHNOLOGY BLVD, STE 150
AUSTIN, TEXAS 78727

SURVEYOR
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745
FIRM NO. 10004700

LEGEND

- 1 INCH IRON PIPE FOUND
- ⊕ 1/2 INCH IRON ROD WITH "HAYS SD" CAP FOUND
- ⊙ 1/2 INCH IRON ROD WITH "LAI" CAP FOUND
- ⊙ 1/2 INCH IRON ROD FOUND
- ⊙ 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET
- BL BUILDING SETBACK LINE
- P.U.E PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- D.E DRAINAGE EASEMENT
- W.L.E WATERLINE EASEMENT
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- F.A.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T.X. DEED RECORDS, HAYS COUNTY, TEXAS
- BLOCK DESIGNATION
- A PORTION OF THE 29' UTILITY EASEMENT VOL. 1415, PG. 876 TO BE VACATED BY DOC. #

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S51°42'E	23.17	L26	N19°31'5"W	31.02
L4	N83°38'47"W	29.87	L27	N19°31'5"W	65.41
L6	S18°31'2"E	5.06	L28	N19°31'5"W	33.44
L7	S18°31'2"E	19.07	L29	N19°31'5"W	55.28
L8	S18°31'2"E	18.00	L30	N19°31'5"W	33.44
L10	N19°31'5"W	18.22	L31	N19°31'5"W	44.65
L11	N19°31'5"W	55.32	L32	S11°11'6"W	19.00
L12	N19°31'5"W	51.09	L33	S11°11'6"W	15.00
L13	N19°31'5"W	51.09	L34	S31°20'52"E	100.03
L14	N19°31'5"W	65.35	L35	S49°50'22"E	16.70
L15	N42°34'4"W	21.50	L36	S49°50'38"W	12.50
L16	N42°34'4"W	54.70	L37	S49°50'38"W	2.50
L17	N42°34'4"W	11.67	L38	S31°20'52"E	102.90
L18	N80°31'06"W	23.84	L39	S49°50'22"E	19.15
L19	N80°31'06"W	24.24	L41	S24°57'42"E	44.47
L20	N42°34'4"W	107.49	L42	N18°58'20"W	5.00
L21	N19°31'5"W	26.18	L43	N18°58'20"W	145.93
L22	S18°31'2"E	4.81	L44	N05°19'55"E	7.25
L23	N19°31'5"W	34.48	L45	N05°19'55"E	24.23
L24	N19°31'5"W	51.02			
L25	N19°31'5"W	51.02			

CLAVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.02	23.32	19.76	S60°21'46"E	49°34'03"
C2	55.02	149.52	107.53	N55°02'21"E	151°45'41"
C3	25.02	39.24	35.35	S91°20'34"W	90°01'17"
C4	250.02	247.24	243.50	S66°05'18"E	249°18'07"
C5	630.02	615.25	271.18	N05°05'58"W	345°18'09"
C6	25.02	29.32	18.20	S11°48'11"E	48°34'03"
C7	55.02	162.17	75.62	S11°28'45"W	273°58'06"
C8	25.02	29.32	19.76	N04°45'50"E	49°34'03"
C9	25.02	39.24	35.35	N43°31'37"W	90°00'32"
C10	25.02	39.24	35.35	S38°32'22"W	50°01'13"
C11	25.02	182.06	21.50	S91°33'25"E	87°04'07"
C12	25.02	39.24	35.35	N05°28'22"E	33°59'10"
C13	55.02	64.17	69.59	N11°44'02"E	60°52'46"
C14	55.02	44.54	43.61	S11°29'12"E	48°42'45"
C15	55.02	39.24	29.09	S47°16'15"E	21°01'01"
C16	570.02	47.48	107.49	N03°14'13"E	60°17'49"
C17	570.02	69.32	62.26	N03°18'13"W	60°57'53"
C18	570.02	41.37	61.14	N09°53'19"W	09°58'55"
C19	570.02	55.24	55.26	N15°44'29"W	05°31'06"
C20	25.02	6.67	6.97	N05°59'17"W	15°08'11"
C21	25.02	13.34	13.54	N49°22'59"E	31°55'11"
C22	55.02	47.48	45.02	S49°21'15"E	49°17'54"
C23	55.02	35.73	35.12	S07°59'13"W	37°14'31"
C24	55.02	33.74	35.11	S49°14'51"W	37°13'43"
C25	55.02	19.07	37.16	S78°33'33"W	39°29'12"
C26	55.02	19.07	33.87	S54°13'27"E	34°74'41"
C27	55.02	32.23	38.42	N05°26'13"W	67°14'43"
C28	55.02	12.67	32.21	N11°01'15"E	34°03'13"
C29	630.02	31.45	31.48	N17°05'18"W	02°51'47"
C30	630.02	48.45	48.42	N19°29'17"W	04°21'15"
C31	630.02	61.54	61.57	N08°55'47"E	04°42'09"
C32	630.02	61.12	61.11	N04°55'37"E	04°35'54"
C33	25.02	16.79	15.82	N35°01'16"E	35°53'23"
C34	25.02	23.11	22.35	N06°00'39"E	33°07'44"
C35	25.02	15.08	15.87	S89°51'28"W	35°52'28"
C36	25.02	23.11	22.36	N45°07'47"E	45°07'47"
C37	55.02	8.52	8.82	N85°23'01"E	01°16.04"
C38	55.02	6.16	6.15	S55°38'35"E	6°24.43"
C39	25.02	20.32	19.76	S16°57'06"E	45°34'03"
C40	55.02	26.30	26.05	N26°52'17"W	27°23'42"

BLOCK	LOT	AREA (SQ)	ZONING
E	24	10311	R-1.2
E	25	10581	R-1.2
E	26	15892	R-1.2
E	27	15762	R-1.2
E	28	11412	R-1.2
E	29	14344	R-1.2
E	30	12112	R-1.2
E	31	12321	R-1.2
E	32	12833	R-1.2
E	33	12121	R-1.2
E	34	11112	R-1.2
E	35	11117	R-1.2
E	36	12829	R-1.2
E	37	12621	R-1.2
G	1	4280	R-1.2
G	2	7898	R-1.2
G	3	8110	R-1.2
G	4	8311	R-1.2
G	5	8313	R-1.2
G	6	8144	R-1.2
G	7	11885	R-1.2
G	8	15927	R-1.2
G	9	12222	R-1.2
G	10	11837	R-1.2
G	11	16238	R-1.2
G	12	14811	R-1.2
G	13	15013	R-1.2
G	14	16111	R-1.2
G	15	13334	R-1.2
G	16	16013	R-1.2
G	17	16013	R-1.2
G	18	16013	R-1.2
G	19	16013	R-1.2
G	20	16013	R-1.2
G	21	13129	R-1.2
G	22	16013	R-1.2
G	23	16013	R-1.2
G	24	17015	R-1.2
G	25	15111	R-1.2
G	26	15111	R-1.2

LAND USE TABLE

RESIDENTIAL LOTS	35
DRAINAGE LOTS	1
LANDSCAPE LOTS	2
PUBLIC TRAIL LOT	1
TOTAL ACREAGE	8.642

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 Fax: (512) 282-5230
TBPLS Firm No. 10004700

HOMETOWN KYLE PHASE 4 SECTION 3

SHEET
1
OF
2

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL THESE MEN BY PRESENTS:

THAT, RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH HOME ADDRESS AT 10415 ONE MORADO CIRCLE SUITE 100, AUSTIN, TEXAS 78759, OWNER OF THAT CERTAIN 14.189 ACRE TRACT OF LAND IN THE SAMUEL PHARASS SURVEY 14, ABSTRACT 360 AND THE JOHN PHARASS SURVEY 13, ABSTRACT 361, SITUATED IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED AND RECORDED IN VOLUME 3602, PAGE 874, HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE A COMBINED TOTAL OF 8.942 ACRES OF LAND OUT OF THE JOHN PHARASS SURVEY 13, ABSTRACT 361, TO BE KNOWN AS "HOMETOWN KYLE SUBDIVISION PHASE 4 SECTION 3", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID RH OF TEXAS LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS ASSISTANT VICE PRESIDENT, KEVIN FREEMAN, THEREUNTO DULY AUTHORIZED, THIS 29 DAY OF JANUARY, 2015 A.D.

Kevin Freeman
KEVIN FREEMAN, ASSISTANT VICE PRESIDENT, RH OF TEXAS, LIMITED PARTNERSHIP
RH OF TEXAS LIMITED PARTNERSHIP
10415 ONE MORADO CIRCLE
SUITE 100
AUSTIN, TEXAS 78759

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KEVIN FREEMAN, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29 DAY OF JANUARY, 2015 A.D.

Patrick Traeger Connor
(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)



Patrick Traeger Connor
(PRINT OR TYPE NOTARY'S NAME)

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:
THAT, LIZ Q. GONZALEZ, CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 27 DAY OF MARCH, 2015 A.D. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT CABINET 18, PAGE(S) 1957-184 WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 27 DAY OF MARCH, 2015 FILED FOR RECORD AT 12:18 O'CLOCK P.M. THIS THE 27 DAY OF MARCH, 2015 A.D.

Liz Q. Gonzalez
LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS
Richard J. Deputy



THIS FINAL PLAT (HOMETOWN KYLE SUBDIVISION, PHASE 4 SECTION 3) 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 27 DAY OF August, 2014
BY: *Mike Rham*
Chairman

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

John C. Nielsen
JOHN C. NIELSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5541 - STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8113 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745

1-27-15
DATE



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

Steve L. Ihnen
STEVE L. IHNEN
PROFESSIONAL ENGINEER
NO. 81976 STATE OF TEXAS
GARRETT-IHNEN CIVIL ENGINEERS
3600 WEST FARMER LANE, STE 212
AUSTIN, TEXAS 78727

1-27-15
DATE



REVIEWED BY:
Leon Barba
LEON BARBA, P.E.
CITY OF KYLE
100 WEST CENTER
KYLE, TX 78640

2/23/15
DATE

REVIEWED BY:
Harper Wilder
HARPER WILDER
DIRECTOR OF PUBLIC WORKS

- GENERAL NOTES:
1. A 20-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE FRONT OF ALL LOTS EXCEPT FOR SIDE YARDS AND CORNER LOTS.
 2. A 10-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ADJACENT AND PARALLEL TO THE RIGHT-OF-WAY WHERE THERE IS A 15-FOOT BUILDING LINE SHOWN ON THE FACE OF THE PLAT.
 3. A 10-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE REAR PROPERTY LINES.
 4. A 5-FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE SIDE PROPERTY LINES.
 5. 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.
 6. SIDEWALKS SHALL BE BUILT ALONG BOTH SIDES OF ALL STREETS WITHIN THE HOMETOWN KYLE SUBDIVISION, PHASE 4 SECTION 3. ALL SIDEWALKS SHALL BE A MINIMUM OF 4 FEET IN WIDTH AND BUILT IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF KYLE. HANDICAP RAMPS ARE TO BE BUILT AS PART OF THE SUBDIVISION CONSTRUCTION AND SHALL BE IN PLACE PRIOR TO SUBDIVISION ACCEPTANCE. SIDEWALKS ACROSS FRONTAGE OF ALL HOMEOWNERS ASSOCIATION LOTS AND EASEMENTS LOTS SHALL BE BUILT AS PART OF SUBDIVISION STREET CONSTRUCTION.
 7. NO OBJECTS INCLUDING SIGNAGE, BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN ANY DRAINAGE EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF KYLE.
 8. EACH PROPERTY OWNER OF A LOT ON WHICH DRAINAGE EASEMENT(S) ARE PLATTED SHALL BE RESPONSIBLE FOR KEEPING GRASS AND WEEDS NEATLY CUT AND EASEMENT AREA FREE OF DEBRIS AND TREE/BRUSH REGROWTH.
 9. OWNER(S) OF PROPERTY WITH DRAINAGE AND UTILITY EASEMENT(S) SHALL ALLOW ACCESS FOR INSPECTIONS, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
 10. PLACEMENT OF HILL MATERIAL, OR STRUCTURES, OR CHANNEL MODIFICATIONS WITHIN 100-YEAR FLOOD PLAIN IS PROHIBITED.
 11. MAINTENANCE AND UPKEEP OF DETENTION BASINS AND RELATED APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION LOTS UPON WHICH FACILITIES ARE LOCATED.
 12. ACCESS TO EVERY LOT IS LIMITED TO ONLY STREETS PLATTED AS PART OF THIS SUBDIVISION. ACCESS TO ANY LOT FROM F.M. 150 OR OLD STAGECOACH ROAD IS PROHIBITED.
 13. ALL SETBACKS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.
 14. LOT 15, BLOCK G, IS A PUBLIC TRAIL EASEMENT AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 15. LOT 37, BLOCK E AND LOT 1, BLOCK G ARE LANDSCAPE EASEMENTS AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 16. LOT 8, BLOCK G IS A DRAINAGE EASEMENT.
 17. LOT 27, BLOCK E IS TO BE CONVEYED TO THE CITY OF KYLE.

DESCRIPTION OF A 8.941 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC, IN SEPTEMBER 2012, LOCATED IN THE JOHN PHARASS SURVEY NO. 13, HAYS COUNTY, TEXAS AND BEING A PORTION OF A 14.189 ACRE TRACT CONVEYED TO RH OF TEXAS IN VOLUME 3602, PAGE 874 OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 8.941 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "HAYS 150" cap found in the north right-of-way (R.O.W.) line of West Center Street (variable width R.O.W.), same being the southwest corner of the 20.00 acre tract conveyed to Hays County Independent School District (HICISD) and recorded in Volume 513 Page 822, Real Property Records, Hays County, Texas, and also being the southeast corner of said 14.189 acre tract for the southeast corner of this tract and the POINT OF BEGINNING;

THENCE with the north R.O.W. line of said West Center Street, same being a south line of said 14.189 acre tract, N89°52'00"W, a distance of 339.64 feet to a 1 inch iron pipe found in the east R.O.W. of County Road 136 (Old Stagecoach Road) (variable width R.O.W.), same being a southwest corner of said 14.189 acre tract;

THENCE with the east R.O.W. line of said Old Stagecoach Road, same being west lines of said 14.189 acre tract the following two (2) courses and distances:

1. N42°38'44"W, a distance of 91.65 feet to a 1 inch iron pipe found, and
2. N18°33'15"W, a distance of 113.55 feet to a 1/2 inch iron rod found for a west corner of said 14.189 acre tract, same being the southwest corner of a 1 acre tract conveyed to City of Kyle in Volume 361, Page 163 of the Deed Records, Hays County, Texas;

THENCE leaving the east R.O.W. line of said Old Stagecoach Road with north, west and south lines of said 14.189 acre tract, same being south east and north lines of said 1 acre tract the following three (3) courses and distances:

1. N71°31'06"E, a distance of 208.69 feet to a 1/2 inch iron rod found,
2. N18°32'20"W, a distance of 208.65 feet to a 1/2 inch iron rod with "LAU" cap found, and
3. S71°35'48"W, a distance of 208.65 feet to a 1/2 inch iron rod found in the east R.O.W. line of said Old Stagecoach Road, same being the northeast corner of said 1 acre tract, also being a northwest corner of said 14.189 acre tract, and also being the south east corner of a 7.373 acre tract owned by A.W. Gregg, Jr., R. Robinson, M. Kinosh and A. Overth in Volume 1547, Page 41 of the Official Public Records, Hays County, Texas;

THENCE leaving the east R.O.W. line of said Old Stagecoach Road with the south line of said 7.373 acre tract, same being a north line of said 14.189 acre tract, N59°42'16"E, a distance of 377.66 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set;

THENCE leaving said southeast line and crossing said 14.189 acre tract the following seven (7) courses and distances:

1. S81°38'23"E, a distance of 23.19 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
2. N89°13'37"E, a distance of 52.00 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
3. S81°38'23"E, a distance of 236.90 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
4. S83°39'47"E, a distance of 69.39 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
5. S66°21'13"W, a distance of 65.00 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
6. S83°38'47"E, a distance of 16.22 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set, and
7. S66°21'13"W, a distance of 121.00 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in a south line of said 14.189 acre tract, same being a north line of said 20.00 acre tract;

THENCE with a north and west line of said 20.00 acre tract, same being south and west lines of said 14.189 acre tract the following two (2) courses and distances:

1. N83°38'47"W, a distance of 47.02 feet to a 1/2 inch iron rod with "HAYS 150" cap found for a east corner of said 14.189 acre tract, same being the northeast corner of said 20.00 acre tract, and
2. S18°31'12"E, a distance of 312.75 feet to the POINT OF BEGINNING and containing 8.942 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, South Central Zone, NAD83/HARN



CITY OF KYLE, TEXAS

Resolution of Support FM 1626 South from FM 967 to FM 2770

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation:

A Resolution of the City of Kyle showing support for the development, design and construction of and the expansion of FM 1626 in the City of Kyle and in Northern Hays County, supporting the Capital Area Metropolitan Planning Organization's Mobility 2035 Long-Range Plan, and the Hays County Master Transportation Plan, and urging the Texas Department of Transportation to approve the FM 1626 southern extension document environmental plan, and also urging the Texas Department of Transportation to work in coordination with Hays County and surrounding communities to implement the context sensitive design solutions identified by Hays County along the 1626 corridor. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

[FM 1626 South Public Hearing Support Kyle](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE SHOWING SUPPORT FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AND THE EXPANSION OF FM 1626 IN THE CITY OF KYLE AND IN NORTHERN HAYS COUNTY, SUPPORTING THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION'S MOBILITY 2035 LONG-RANGE PLAN, AND THE HAYS COUNTY MASTER TRANSPORTATION PLAN, AND URGING THE TEXAS DEPARTMENT OF TRANSPORTATION TO APPROVE THE FM 1626 SOUTHERN EXTENSION DOCUMENT ENVIRONMENTAL PLAN, AND ALSO URGING THE TEXAS DEPARTMENT OF TRANSPORTATION TO WORK IN COORDINATION WITH HAYS COUNTY AND SURROUNDING COMMUNITIES TO IMPLEMENT THE CONTEXT SENSITIVE DESIGN SOLUTIONS IDENTIFIED BY HAYS COUNTY ALONG THE 1626 CORRIDOR.

WHEREAS, FM 1626 is a critical link in the Northern Hays County transportation network, serving residential areas in the County, City of Kyle and City of Hays and employment centers in Hays and Travis Counties; and

WHEREAS, FM 1626 is used by local and regional fire, police and emergency services as a direct access route within the community and alternate route to Interstate 35; and

WHEREAS, FM 1626 is critical to several school bus routes in this portion of Hays County and provides access to retail, medical and educational centers in and around Kyle, including the major retail centers anchored at Interstate 35 and FM 1626; and

WHEREAS, the existing two-lane FM 1626 between FM 2770 and RM 967 ("FM 1626, Southern Segment") has become a congested, unsafe roadway that no longer can address the needs of the region; and

WHEREAS, the expansion of FM 1626 to a four-lane facility is included in the Capital Area Metropolitan Area Planning Organization's Mobility 2035 Long-Range Plan and the Hays County Transportation Plan; and

WHEREAS, Hays County has included the expansion of FM 1626 from Bliss Spillar Road to FM 2770 in its Pass-Through Financing Agreement with the Texas Department of Transportation; and

WHEREAS, the expansion of FM 1626 between FM 2770 to RM 967 to a four-lane facility would improve mobility and connectivity in the regional transportation network; and

WHEREAS, the implementation of Context Sensitive Design solutions developed by the County in coordination with the Texas Department of Transportation would provide sidewalks in and around Elm Grove Elementary and medians at selected locations, enhancing safety and livability of the community;

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

- (a) That the City Council of the City of Kyle urges the Texas Department of Transportation to approve the FM 1626, Southern Segment environmental document in a timely manner so that the development of the project may proceed to construction as expeditiously as possible.
- (b) That the City Council of the City of Kyle also urges the Texas Department of Transportation to continue to work in coordination with Hays County and the surrounding communities to implement the Context Sensitive Design solutions identified by Hays County along the FM 1626 corridor.

PASSED AND APPROVED this 21st day of April, 2015.

Attest:

THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Todd Webster, Mayor



CITY OF KYLE, TEXAS

Centerpoint Rate Suspension Ordinance

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) An Ordinance by the City of Kyle, Texas, ("City") responding to the application of Centerpoint Energy Entex, South Texas Division to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty-five days; authorizing the City to participate with other cities in the review of the GRIP request; determining that the meeting at which the ordinance was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Legal Notes:

Budget Information:

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Attachments / click to download

[Center Point Gas Suspension ORD 15.04.21](#)

ORDINANCE NO. ____

A ORDINANCE BY THE CITY OF KYLE, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY ENTEX, SOUTH TEXAS DIVISION TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO PARTICIPATE WITH OTHER CITIES IN THE REVIEW OF THE GRIP REQUEST; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on March 31, 2015 CenterPoint Energy Entex, South Texas Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charge from \$17.89 to \$20.19; and

WHEREAS: there are many customers of limited means who receive gas service from CenterPoint and relatively small increases in rates can have a negative effect on those customers being able to make ends meet; and

WHEREAS: the City has a special responsibility to exercise due diligence before approving rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is very lengthy and complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done; and

WHEREAS: the effective date proposed by CenterPoint is May 30, 2015 but a suspension by the City will mean that the rate increase cannot go into effect prior to July 14, 2015.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities

Code. The City finds that additional time is needed in order to review the data and calculations which provide the basis for the rate increase application.

Section 3. The City may choose to act jointly with other cities that are also part on the GRIP request.

Section 4. The City may authorize a law firm to act on its behalf in connection with CenterPoint's application to increase rates.

Section 5. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2015.

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

City Attorney



CITY OF KYLE, TEXAS

Meeting Date: 4/21/2015
Date time: 7:00 PM

Executive Session

Subject/Recommendation:

Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene in Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session to discuss any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Contract negotiation with other entity for utility services
 - Update on lawsuits
1. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
2. Personnel matters pursuant to Section 551.074.
3. Economic development negotiations pursuant to Section 551.087.

Other Information:

Legal Notes:

Budget Information:

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CITY OF KYLE, TEXAS

Executive Session: Reconvene

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation: Take action on items discussed in Executive Session.

Other Information:

Legal Notes:

Budget Information:

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CITY OF KYLE, TEXAS

Authorization to Issue General Obligation & Refunding Bonds Series 2015 Not to Exceed \$45.0 Million

Meeting Date: 4/21/2015
Date time: 7:00 PM

Subject/Recommendation:

(First & Final Reading) An Ordinance authorizing the issuance of "City of Kyle, Texas General Obligation and Refunding Bonds, Series 2015" in an amount not to exceed \$45,000,000; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City to pay the interest on said bonds and to create a sinking fund for the redemption thereof and the assessment and collection of such taxes; authorizing the delivery of an escrow agreement; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds. ~ *Pervez A. Moheet, CPA, Director of Finance*

• PUBLIC HEARING

Other Information:

On May 11, 2013, the voters of Kyle authorized the issuance of \$36,000,000.00 in General Obligation Bonds for street improvements to Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, and the levy of a tax in payment thereof.

A copy of the official ballot is attached.

Of the total \$36,000,000.00 in bond authority approved by the voters for the five roadway projects consisting of Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, the City has issued \$5,520,000.00 in General Obligation Bonds, Series 2013 to provide funding for engineering, design, and related services including cost of bond issuance.

On March 17, 2015, the City Council authorized the City's Director of Finance to initiate process, prepare documents, and coordinate all appropriate steps necessary for the issuance of General Obligation Bonds, Series 2015 by June 30, 2015 in the amount of \$30,480,000.00 in order to provide funding for construction and related costs including

bond issuance costs for the five roadway projects consisting of Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue as authorized by the voters of Kyle, Texas on May 11, 2013.

Also on March 17, 2015, the City Council authorized the City's Director of Finance to initiate process and coordinate all steps necessary for the refunding of approximately \$steps to refund approximately \$13,105,000 of outstanding Certificates of Obligations, Series 2007 and 2008 by June 30, 2015 in order to achieve interest cost savings.

Legal Notes:

Budget Information:

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

Attachments / click to download

 [Road Bond Ballot 5-2013](#)

 [Ordinance - GO & Refunding Bonds, Series 2015](#)

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ _____
"CITY OF KYLE, TEXAS GENERAL OBLIGATION AND REFUNDING
BONDS, SERIES 2015"; AUTHORIZING THE REFUNDING OF
CERTAIN OUTSTANDING OBLIGATIONS; LEVYING A CONTINUING
DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY
WITHIN THE CITY TO PAY THE INTEREST ON SAID BONDS AND TO
CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND
THE ASSESSMENT AND COLLECTION OF SUCH TAXES;
AUTHORIZING THE DELIVERY OF AN ESCROW AGREEMENT;
AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS
INCIDENT AND RELATED TO THE ISSUANCE OF SAID BONDS**

WHEREAS, the City Council of the City of Kyle, Texas (the "City Council") has determined that bonds should be issued in accordance with the laws of the State of Texas, including Chapters 1207 and 1331, Texas Government Code, as amended, for the purpose of (1) paying for professional services to plan, design, the acquisition for rights-of-way and the construction and improvement of the following City streets: Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue; (2) refunding a portion of the City's outstanding general obligation debt; and (3) the payment of costs of issuance for the Bonds; and

WHEREAS, the new money portion of the bonds hereinafter authorized were lawfully and favorably voted at an election held on May 11, 2013 and the results were canvassed on May 14, 2013; and

WHEREAS, on August 20, 2013, the City of Kyle, Texas (the "City") passed an ordinance authorizing the issuance of \$5,520,000 of its General Obligation Bonds, Series 2013, being the first installment of the \$36,000,000 or series of bonds approved to be issued at the election held on May 11, 2013; and

WHEREAS, this will be the second installment of bonds issued pursuant to the Election held on May 11, 2013; and

WHEREAS, the City Council hereby finds and determines that bonds in the total principal amount of \$30,480,000.00, being the second and final installment or series of bonds approved and authorized to be issued at the election held on May 11, 2013, should be issued and sold at this time;

WHEREAS, among the certificates of obligation of the City which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes

sufficient to pay principal of and interest on such obligations as they become due, there are specifically outstanding the following series of obligations: Combination Tax and Revenue Certificates of Obligation, Series 2007 (the "Series 2007 Certificates") and the Combination Tax and Revenue Certificates of Obligation, Series 2008 (the "Series 2008 Certificates"); and.

WHEREAS, the City desires to defease and/or refund in advance of their maturities:

1. \$6,825,000 representing all of its outstanding Series 2007 Certificates [August 15, 2017 – August 15, 2027 maturities] (the "Series 2007 Refunded CO Obligations"); and
2. \$6,280,000 representing a portion of the callable maturities 2018 through 2023 and 2032 maturities of its outstanding Series 2008 Certificates (the "Series 2008 Refunded CO Obligations");

the Series 2007 Refunded CO Obligations and the Series 2008 Refunded CO Obligations will be referred to collectively as the ("Refunded Obligations"); and

WHEREAS, Chapter 1207, Texas Government Code, as amended (the "Act"), authorizes the City to issue refunding bonds payable from taxes, without an election, for the purpose of refunding the Refunded Obligations in advance of their maturities and to accomplish such refunding by depositing an amount sufficient to provide for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other funds, to pay the Refunded Obligations; and

WHEREAS, the City desires to restructure the City's debt service obligations and in so doing will result in estimated interest cost savings of \$802,300; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, on the 7th day of April, 2015, after notice and public hearing as required by the City Charter, the City Council of the City convened at 7:00 p.m. and

considered an Ordinance authorizing the issuance of said bonds (the "Ordinance") for the purposes of (1) paying for professional services to plan, design, the acquisition for rights-of-way and the construction and improvement of the following City streets: Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue; (2) refunding a portion of the City's outstanding general obligation debt; and (3) the payment of costs of issuance for the Bonds; and

WHEREAS, the City Council determined that at this time the Bonds should be delivered and sold for cash.

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

SECTION 1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

It is hereby found and determined that the transactions contemplated in this Ordinance result in a restructuring of its debt service and that such benefit of restructuring its outstanding debt service requirements is sufficient consideration for the refunding of the Refunded Obligations. The refunding will result in a gross savings of \$_____ and a present value savings of \$_____.

SECTION 2. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Bond" or "Bonds" means the Bonds authorized to be issued by Section 3 of this Ordinance and designated as "City of Kyle, Texas General Obligation and Refunding Bonds, Series 2015".

"City" means the City of Kyle, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Construction Fund" means the construction fund established by Section 28 of

this Ordinance.

"Defeasance Securities" shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Bonds.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Bonds.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Escrow Agreement" means the deposit agreement between the City and the Paying Agent relating to the escrow of funds to pay the Refunded Obligations.

"Fiscal Year" means such fiscal year of the City as shall from time to time be set by the City Council.

"Initial Bond" means the initial bond described in Sections 3 and 20 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 22 of this Ordinance.

"Interest Payment Date" when used in connection with any Bond means the date or dates upon which interest on each Bond is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of

each year, commencing August 15, 2015.

"Issue Date" means the dated date of the Bonds, May 1, 2015.

"Issuer" means the City of Kyle, Texas.

"Owner," "Holder" or "Registered Owner" means the person who is the registered owner of a Bond or Bonds as shown in the Register.

"Paying Agent/Registrar" shall mean Registrar.

"Record Date" means the close of business on the last business day of the month next preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 12 of this Ordinance.

"Registrar" means initially _____.

"Representation Letter" means the Letter of Representations with respect to the Bonds between the City and DTC.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners for 90 days after the applicable payment or redemption date.

"Underwriters" mean _____.

SECTION 3. Authorization, Maturities, Interest Rates and Interest Payment Dates. The Bonds shall be issued as fully registered obligations, without coupons, paying accrued interest to the Holders or Owners on and at stated intervals prior to Stated Maturity, in the aggregate principal amount of \$_____ for the purposes of (1) paying for professional services to plan, design, the acquisition for rights-of-way and the construction and improvement of the following City streets: Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue; (2) refunding a portion of the City's outstanding general obligation debt; and (3) the payment of costs of issuance for the Bonds.

The Bonds (other than the Initial Bond which shall be numbered T-1) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward, and principal shall become due and payable on August 15 in each of the years and in amounts (the

"Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>	<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2015		%	2026		%
2016		%	2027		%
2017		%	2028		%
2018		%	2029		%
2019		%	2030		%
2020		%	2031		%
2021		%	2032		%
2022		%	2033		%
2023		%	2034		%
2024			2035		%
2025					

The Bonds shall bear interest on the unpaid principal amounts from the Date of Delivery, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing August 15, 2015.

SECTION 4. Designation and Date. The Bonds shall be designated as "City of Kyle, Texas General Obligation and Refunding Bonds, Series 2015" and shall be dated May 1, 2015.

SECTION 5. Execution of Bonds; Seal. The Bonds shall be signed by the Mayor and the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

SECTION 6. Approval by Attorney General; Registration by Comptroller. The Initial Bond shall be delivered to the Attorney General of Texas for approval and shall be

registered by the Comptroller. The manually executed registration certificate of the Comptroller substantially in the form provided in Section 20 of this Ordinance shall be attached or affixed to the Initial Bond.

SECTION 7. Authentication. Except for the Initial Bond, which needs not be authenticated by the Registrar, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in Section 20 of this Ordinance, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

SECTION 8. Payment of Principal and Interest. The Registrar is hereby appointed as the Paying Agent and Registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the Designated Payment/Transfer Office of the Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by such other method acceptable to the Registrar, requested by, and at the risk and expense of, the Owner.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

SECTION 9. Successor Registrars. The City covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of the Registrar and Paying Agent for the Bonds. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

SECTION 10. Special Record Date. If interest on any Bond is not paid on any

Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the date prior to the mailing of such notice.

SECTION 11. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section 11 shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

SECTION 12. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep a Register (the "Register") at its Designated Payment/Transfer Office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall, to the extent possible and under reasonable circumstances, authenticate and deliver in exchange therefor, within 72 hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the Designated Payment/Transfer Office of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 12. Each Bond delivered in accordance with this Section 12 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

SECTION 13. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 14. Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

SECTION 15. Book-Entry-Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any

notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

SECTION 16. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

SECTION 17. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 18. Effect of Pledge. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes thereof granted by the City under Section 22 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 22 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 19. Optional Redemption. The City reserves the right, at its option, to redeem Bonds having stated maturities on or after August 15, 20__ prior to maturity, in whole or in part, on August 15, 20__, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

The Bonds may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 12 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

Notice of any redemption identifying the Bonds to be redeemed shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by United States mail, first class, postage prepaid, to the Owner of each Bond to be redeemed in whole or in part at the address of the registered Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing such notice. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds

of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of that maturity to be redeemed. Any notice given as provided in this Section 19 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The City reserves the right to give notice of its election or direction to optionally redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent /Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding

SECTION 20. Forms.

(a) *Form Generally.* The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) *Placement of Text.* Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) *Definitive Bonds.* The definitive Bonds shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) *Initial Bond.* The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) *Form of the Bonds.* The form of the Bonds, including the form of the Certificate of Paying Agent/Registrar, the form of Assignment and the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

REGISTERED
NO. R- _____

REGISTERED PRINCIPAL
AMOUNT \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF KYLE, TEXAS
GENERAL OBLIGATION AND REFUNDING BOND
SERIES 2015

Issue Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
May 1, 2015	_____	_____	_____

Registered Owner:

Principal Amount: _____ DOLLARS

The CITY OF KYLE, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount herein above stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the

unpaid principal amount hereof from the Date of Delivery at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2015. Principal of this Bond is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in an aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purposes of (1) paying for professional services to plan, design, the acquisition for rights-of-way and the construction and improvement of the following City streets: Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue; (2) refunding a portion of the City's outstanding general obligation debt; and (3) the payment of costs of issuance for the Bonds.

The Bonds maturing on and after August 15, 20___, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 20___, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption

are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond

as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Bond appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Bond and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient, within the limits prescribed by law, to pay the interest on this Bond and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Bonds does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

Mayor
City of Kyle, Texas

City Secretary
City of Kyle, Texas

[SEAL]

(f) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a Certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(g) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

As Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(h) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____/_____
(Please print or typewrite name and address, including zip code, of Transferee) (Please insert Social Security or Taxpayer Identification Number)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(i) *The Initial Bond shall be in the respective form set forth therefor in paragraph (a) of this Section, except as follows:*

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF KYLE, TEXAS
GENERAL OBLIGATION AND REFUNDING BOND
SERIES 2015

Issue Date:

CUSIP No.:

May 1, 2015

Registered Owner:

Principal Amount:

DOLLARS

The CITY OF KYLE, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount herein above stated on August 15 in the years and in principal installments in accordance with the following schedule:

<u>STATED MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE(S)</u>
----------------------------	-----------------------------	-----------------------------

(Information to be inserted from
schedule in Section 3 hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2015. Principal installments of this Bond are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by _____. (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in _____, Texas. Interest is payable to the Registered Owner of this Bond whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 21. CUSIP Registration and Legal Opinion.

(a) *CUSIP Numbers.* T(j)he City may secure identification numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association ("CUSIP numbers"), and may authorize the printing of such

numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

(b) *Legal Opinion.* The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Bond or may be attached to each Bond.

SECTION 22. Interest and Sinking Fund; Tax Levy. There is hereby established a separate fund of the City to be known as the "City of Kyle, Texas General Obligation and Refunding Bonds, Series 2015 Interest and Sinking Fund" (the "Interest and Sinking Fund"), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Interest and Sinking Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Bonds as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Bonds or the amount required to pay each installment of principal of the Bonds as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

SECTION 23. Control and Delivery of the Bonds. After the Bonds to be initially issued shall have been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

SECTION 24. Sale; Purchase Agreement. The Bonds are hereby sold and shall be delivered to the Underwriters at a price of \$_____ (representing the

principal amount of the Bonds, plus a net original issue premium of \$_____ and less an underwriters' discount of \$_____) plus accrued interest on the Bonds from May 1, 2015 to the date of closing, in accordance with the terms of a Bond Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor is authorized to execute the Bond Purchase Agreement. In addition, other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall be registered in the name of _____.

SECTION 25. Covenants Regarding Tax Exemption of Interest on the Bonds. The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with--

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(i) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal of and interest on the Bonds.

In order to facilitate compliance with the above covenants (h) and (i), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

In addition, the City covenants that the property being financed with the proceeds of the Refunded Obligations and the property financed in accordance with the authorization of the voters of the City, as described in the recitals to this Ordinance, will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 26. Use of Proceeds.

On the Closing Date, the City shall cause the proceeds from the sale of the Bonds to be deposited as follows:

- (1) \$_____ of accrued interest received from the Underwriters shall be deposited into the Interest and Sinking Fund;
- (2) \$_____ to the Construction Fund;
- (3) \$_____ from premium to pay the costs of issuance, consisting of:
 - \$_____ of general costs of issuance; and
 - \$_____ of Underwriters' Discount;
- (4) \$_____ Rounding amount to the Interest and Sinking Fund; and
- (5) The balance of the proceeds from the sale of the Bonds shall be applied to establish an escrow fund to refund the Refunded Obligations, as more fully provided below, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Obligations. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Interest and Sinking Fund.

SECTION 27. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall only be used for the purposes permitted by this Ordinance.

SECTION 28. Construction Fund.

(a) Moneys on deposit in the Construction Fund shall be used for the purposes as specified in Section 3 hereof and paying the costs and expenses incurred in connection with the delivery of the Bonds.

(b) Moneys on deposit in the Construction Fund, at the option of the City, may be invested in any securities or obligations permitted under applicable law. Income derived from the investment of the money on deposit in the Construction Fund shall be retained therein, subject to this Section 28 hereof.

SECTION 29. Excess Bond Proceeds. Upon completion of the improvements financed with the Bonds, any amount (exclusive of that amount retained for the payment of costs of such improvements not then due and payable) that remains in the Construction Fund shall be transferred to the Interest and Sinking Fund.

SECTION 30. Investments.

(a) Money in the Funds established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

SECTION 31. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

SECTION 32. Escrow Agreement Approval and Execution. The discharge and defeasance of the Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the City and the Escrow Agent, which shall be substantially in the form attached hereto as Exhibit A, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the City by the Financial Advisor, and which shall be certified as to mathematical accuracy by Grant Thornton LLP, Certified Public Accountants, whose Verification Report (the "Report") shall be attached to the Escrow Agreement, (b) to maximize the benefit of City's restructuring of its debt service obligations and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations, and (d) to carry out the other intents and purposes of this Ordinance, and the Mayor is hereby authorized to execute and deliver such Escrow Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the seal of the City.

SECTION 33. Redemption/Defeasance of Refunded Obligations.

(a) *Call.* The City hereby irrevocably calls the following obligations of the City for redemption prior to maturity or defeasance to maturity on the dates set forth below, at a price of par plus accrued interest to the dates fixed for redemption, and authorizes and directs notice of such redemption to be given in accordance with the ordinances authorizing the issuance of such obligations:

<u>Obligations to be Redeemed</u>	<u>Redemption Date</u>
Combination Tax and Revenue Certificates of Obligation, Series 2007 Maturities 2017 – 2027	August 15, 2016 @ Par plus accrued interest to the date of redemption
Combination Tax and Revenue Certificates of Obligation, Series 2008 Maturities 2018 through 2023 and 2032	August 15, 2017 @ Par plus accrued interest to the date of redemption

The City hereby authorizes and instructs the Mayor, City Manager, Director of Finance and the paying agents for the Refunded Obligations to take such steps as are necessary to accomplish the redemption and the defeasance of the Refunded Obligations in accordance with the provisions hereof.

(b) *Notices of Defeasance/Redemption.* The City hereby ratifies its authorization to give notices of defeasance/redemption of the Refunded Obligations in the manner and within the time required by the ordinances authorizing the issuances thereof. The respective notices will be substantially in the forms set out in Exhibit B.

SECTION 34. Refunding of Refunded Obligations. It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the principal and interest requirements of the City.

SECTION 35. Refunding.

(a) *Purchase of United States Treasury Obligations.* To assure the purchase of the Federal Securities referred to in the Escrow Agreement, the City Manager, the Director of Finance and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase non-callable obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(b) *Related Matters.* To satisfy in a timely manner all of the City's obligations under this Ordinance, the Bond Purchase Agreement and the Escrow Agreement, the Mayor, the City Secretary, the City Manager, the Director of Finance, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Obligations, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the City's obligations under the Escrow Agreement, the Bond Purchase Agreement and this Ordinance and to direct the application of funds of the City consistent with the provisions of such Escrow Agreement and this Ordinance.

(c) *Transfer from Interest and Sinking Fund.* On the date of delivery of and payment for the Bonds there shall be transferred from the interest and sinking fund for the Refunded Obligations to the Escrow Agent, an amount sufficient, if any, when added to the proceeds of the Bonds, to provide for the refunding of the Refunded Obligations, all as set out in the Report.

SECTION 36. Continuing Disclosure Undertaking.

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) *Annual Reports.* The City shall provide annually to the MSRB through EMMA, within six months after the end of each fiscal year ending in or after 2015, financial information and operating data with respect to the City that is of the general type included in the Official Statement authorized by Section 39, being the information described in Tables 1 through 4 and 6 through 9 and in Appendix B thereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the City may be required to employ from time to time in accordance with State law, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be

provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

(c) Event Notices. The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with above subsection (b) by the time required by this Section.

(d) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section with respect to the City and the Bonds while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice required by subsection (c) of this Section of any bond calls and defeasances that cause the City to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37. Reserved.

SECTION 38. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

SECTION 39. Official Statement. The City Council ratifies and confirms its prior

approval of the form and content of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement with the Underwriters and other relevant matters. The use of such Official Statement in the reoffering of the Bonds by the Underwriters is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed in the Bond Purchase Agreement, dated as of the date of payment for and delivery of the Bonds.

SECTION 40. Reserved.

SECTION 41. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

SECTION 42. Further Procedures. The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, the Escrow Agreement and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, Director of Finance, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

FINALLY PASSED, APPROVED AND EFFECTIVE this 21st day of April, 2015.

Mayor
City of Kyle, Texas

ATTEST:

City Secretary
City of Kyle, Texas

[SEAL]

Exhibit A

ESCROW AGREEMENT

Exhibit B

NOTICES OF DEFEASANCE/REDEMPTION

OFFICIAL BALLOT *BOLETA OFICIAL*

GENERAL ELECTION

ELECCIÓN GENERAL

HAYS COUNTY, TEXAS

CONDADO DE HAYS, TEXAS

May 11, 2013- *11 DE MAYO DE 2013*

Precinct *PRECINTO* 6

Instruction Text:

Please use a black or blue ink pen to mark your choices on the ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice. To vote for a write-in candidate, completely fill in the box provided to the left of the words "Write-in" and write in the name of the candidate on the line provided.

Nota de Instrucción

Favor de usar una pluma de tinta negra o azul para marcar su boleta. Para votar por su selección en cada carrera, llene completamente el espacio cuadrado a la izquierda de su selección. Para votar por voto escrito, llene completamente el espacio cuadrado a la izquierda de las palabras "Voto Escrito" y escriba el nombre del candidato en la línea provista.

GENERAL ELECTION, CITY OF KYLE, TEXAS

Elección General, Ciudad de Kyle, Texas

COUNCIL MEMBER, PLACE 1

Vote for none or one

Miembro del consejo, Lugar Num. 1

Vote por ninguno o uno

DIANE E. HERVOL

COUNCIL MEMBER, PLACE 3

Vote for none or one

Miembro del consejo, Lugar Num. 3

Vote por ninguno o uno

BILL SINOR

CHAD BENNINGHOFF

JOE BACON

SPECIAL ELECTION, CITY OF KYLE, TEXAS

Elección Especial, Ciudad de Kyle, Texas

PROPOSITION NO. 1

The Issuance of \$36,000,000 general obligation bonds for street improvements to Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, and the levy of a tax in payment thereof.

Proposición Num. 1

La Expedición De \$36,000,000 De Bonos De Obligación General Para El Mejoramiento De Calles De Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, Y Marketplace Avenue, Y La Exacción De Un Impuesto Del Pago De Lo Mismo

FOR *A Favor*

AGAINST *En Contra*



CITY OF KYLE, TEXAS

Meeting Date: 4/21/2015
Date time: 7:00 PM

Billboard Ordinance

Subject/Recommendation:

(First Reading) An Ordinance of the City of Kyle, Texas, amending Chapter 29, "Sign Standards and Permits" of the City's Code of Ordinances relative to permitting existing off-premise commercial billboards to be converted to changeable electronic variable message signs ("CEVMS") subject to specific approval of the City Council; Amending various sections of the sign regulations to be consistent with the ability to convert existing commercial billboards into CEVMS; Repealing all conflicting ordinances; requiring a sign face exchange ratio for digital display signs; Providing operational requirements for digital display signs. ~ *Mario Perez, Building Official*

Planning and Zoning Commission voted 5-2 to recommend approval.

- **PUBLIC HEARING**

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

- [Billboard Recommendations](#)
 - [Billboards Kyle IH-35](#)
 - [Ordinance #753, Amending Sign Standards and Permits](#)
 - [Electronic Bill Board Draft Ordinance](#)
-

Recommendations for CEVMS Billboards

Section 2. Sec. 29-17 (c)(7)

f. Sign face exchange ratio

1. Exchange ratio = 4:1

Exchange ratio based on square footage will eliminate approximately four standard sign faces for each new digital face.

2. New electronic sign face – No larger than 14 feet by 48 feet (672 square feet) nor exceed 42.5 feet in overall height.

3. To receive credit for the area of a traditional billboard removed, the entire structure must be eliminated.

4. Exchanged signs must be fully removed prior to the issuance of a certificate of completion for the digital billboard.

g. Location and number

1. Director shall review application in order of submittal.

2. A minimum linear 3,000 feet shall be required between electronic billboards on the same side of the Interstate.

5. No more than one electronic display per each freestanding sign structure shall be permitted. A double-faced billboard having back to back surface display area will be permitted to install a traditional display behind the digital display to conceal structure.

h. CEVMS sign support structures

4. Multi-pole signs must be converted to single pole signs when converting a traditional display to an electronic display.

n. Repealed – Sunset clause; Terminate the pilot program

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 29, "SIGN STANDARDS AND PERMITS" OF THE CITY'S CODE OF ORDINANCES RELATIVE TO PERMITTING EXISTING OFF-PREMISE COMMERCIAL BILLBOARDS TO BE CONVERTED TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS ("CEVMS") SUBJECT TO SPECIFIC APPROVAL OF THE CITY COUNCIL; AMENDING VARIOUS SECTIONS OF THE SIGN REGULATIONS TO BE CONSISTENT WITH THE ABILITY TO CONVERT EXISTING COMMERCIAL BILLBOARDS INTO CEVMS; REPEALING ALL CONFLICTING ORDINANCES; REQUIRING A SIGN FACE EXCHANGE RATIO FOR DIGITAL DISPLAY SIGNS; PROVIDING OPERATIONAL REQUIREMENTS FOR DIGITAL DISPLAY SIGNS; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Whereas , Chapter 216 of the Texas Local Government Code provides for the municipal regulation of signage, including but not limited to relocation , reconstruction and removal of signs; and

Whereas, on or about July 7, 2009, the City Council for the City of Kyle enacted Ordinance No. 576, relative to sign regulations, including (CEVMS); and

Whereas, on or about November 6, 2013 the City Council for the City of Kyle enacted Ordinance No. 753, amending Chapter 29 of the municipal code relative to CEVMS sign regulations establishing a sunset provision of May 5, 2015; and

Whereas, the City Council of the City of Kyle, Texas, has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City, and to achieve the City's economic development goals, that the Code of Ordinances provisions relative to the regulation of signs, be amended relative to the use and regulations of CEVMS signs as hereinafter stated; and

WHEREAS, the placement of digital signage may be used for AMBER ALERTS, public warnings, notices and other official business which will benefit both municipal residents and the motoring public traversing IH 35 through the City of Kyle;

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

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

Section 2. Sec. 29-17(c)(7) Changeable electronic variable message sign display on certain existing off-premises signs shall be amended as follows:

f. Sign face exchange ratio.

1. For every one square foot of sign face modified to use CEVMS display technology, four square feet of detached off-premises sign face area must be removed from within the city limits.
2. The new CEVMS sign face may be no larger than 14 feet by 48 feet (672 square feet) nor exceed 42.5 feet in overall height.
3. To receive credit for the area of a traditional single face billboard removed, the traditional sign removed must result in elimination of a sign structure (if a double face billboard is removed from a structure, the entire structure must be removed).
4. Exchanged signs must be fully removed prior to the City issuance of a certificate of completion for the digital billboard.

g. Location and number.

1. The director shall time stamp all applications upon receipt. The director shall review applications in order of submittal. If the director determines that an application is incomplete or does not meet the requirements of this section, the director shall reject the application and then review the next application.
3. A minimum linear of 3,000 feet shall be required between one CEVMS sign and any other CEVMS sign on the same side of the interstate, measured linearly.
5. No more than one CEVMS display per each freestanding sign structure shall be permitted. Any double-faced billboard having back to back surface display areas shall be permitted to install a traditional display behind the digital display to conceal structure.

h. CEVMS sign support structures.

4. Multiple signs must be converted to single pole signs when converting a traditional display to a CEVMS.

n. REPEALED

Section 3. Amendment of Ordinances. The City of Kyle, Texas Code of Ordinances is hereby amended to the extent of any conflict or inconsistency herewith only and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

Section 4. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 5. 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 6. 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 the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading this ____ day of _____, 2015.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2015.

ATTEST:

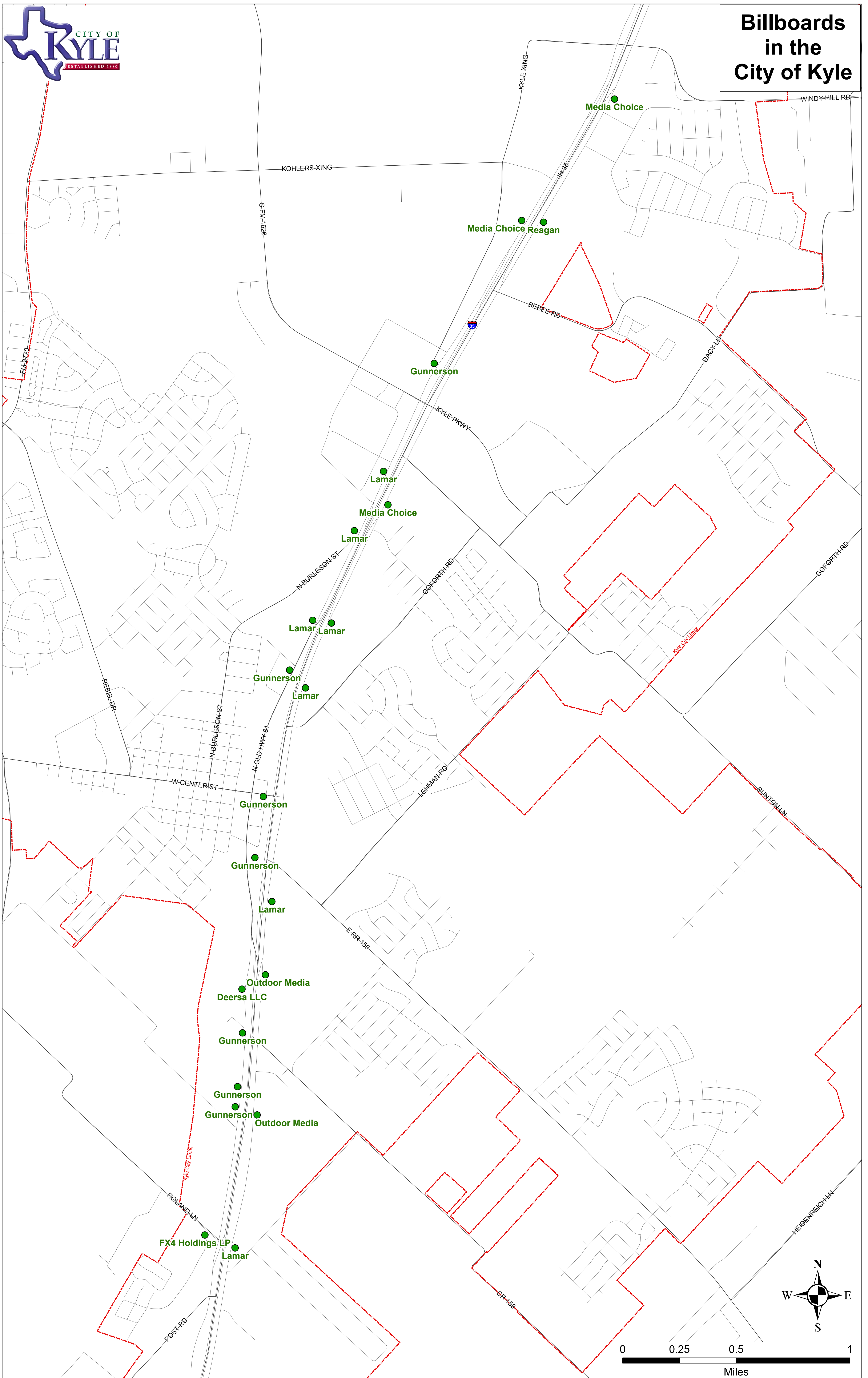
THE CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

R. Todd Webster, Mayor



Billboards in the City of Kyle



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

Whereas, Chapter 216 of the Texas Local Government Code provides for the municipal regulation of signage, including but not limited to relocation, reconstruction and removal of signs; and

Whereas, on or about July 7, 2009, the City Council for the City of Kyle enacted Ordinance No. 576, relative to sign regulations, including (CEVMS); and

Whereas, the City Council of the City of Kyle, Texas, has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City, and to achieve the City's economic development goals, that the Code of Ordinances provisions relative to the regulation of signs, be amended relative to the use and regulations of CEVMS signs as hereinafter stated; and

WHEREAS, the placement of digital signage may be used for AMBER ALERTS, public warnings, notices and other official business which will benefit both municipal residents and the motoring public traversing IH 35 through the City of Kyle;

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

Section 1. That Section 29-9, "Prohibited Signs," of Chapter 29, "Sign Standards and Permits," "Kyle Code of Ordinances: Ordinance No. 576, Section 9, Subsection (12) "Changeable electronic variable message signs except as specifically provided in this ordinance," is hereby deleted in its entirety, and added a new Section 17(7), "Changeable Electronic Variable Message Sign Display on Certain Existing Off-Premise Signs." to read as follows:

"SECTION 17(7)"

CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN DISPLAY ON CERTAIN EXISTING OFF-PREMISE SIGNS.

(a) In general. Certain nonconforming off-premise signs may be modified to use Changeable Electronic Variable Message Sign (“CEVMS”) display technology subject to the restrictions in this section.

(b) Application. An owner of certain nonconforming off-premise signs must submit a CEVMS sign permit application for a face modification within sixty (60) days from the date of approval and adoption of this ordinance, as provided by law.

(c) Relocation site. In conjunction with an application to convert an existing billboard to a CEVMS sign, the sign owner may apply for a one-time relocation of an existing billboard provided that the relocation site complies with the following:

(1) The relocation site is on a property adjacent to Interstate Highway 35.

(2) The relocation site is on property zoned commercial or industrial.

(3) The relocated off premise sign is a minimum of 1,500 feet from another billboard as measured along the same side of the roadway.

(d) Expiration. A sign permit shall be valid for one (1) six (6) month period. If no construction has commenced at the site the permit shall become void.

(e) Compliance required.

(1) Except as provided in this section, CEVMS signs must fully comply with the size, height, spacing, setback, and other restrictions in this article for detached non-premise signs.

(2) CEVMS sign support structures must be built to comply with the building code.

(3) CEVMS signs must comply with Title 43 Texas Administrative Code Section 21.252 - 260, “Electronic Signs,” as amended.

(4) Both existing and new CEVMS signs must comply with all lighting and safety standards mandated by federal, state, or local rules or statues, including standards adopted or amended after the date of passage of these requirements. Lighting and safety standards include brightness; message duration; and proximity of the sign to other digital displays, ramps, and interchanges.

(f) Sign Face exchange ratio.

(1) For every one (1) square foot of sign face modified to use CEVMS display technology, one (1) square feet of detached off-premise sign face area must be removed from within the city limits.

(2) Only one CEVMS sign shall be permitted to each CEVMS permit applicant within six (6) months from the date of approval and adoption of this ordinance. However, where a permit has expired, a new application may be submitted by a different sign company. The new CEVMS sign face may be no larger than 14’x48’ (672 sq. ft.) nor exceed 42.5 feet in overall height.

(g) Location and Number.

(1) A maximum of three (3) off-premise locations with CEVMS displays are permitted in the city. The director shall time stamp all applications upon receipt. The director shall review applications in order of submittal. If the director determines that an application is incomplete or does not meet the requirements of this section, the director shall reject the application and then review the next application.

(2) The conversion of existing off-premise advertising billboard signs to digital billboards shall only be allowed on lots with frontage to Interstate Highway 35 located within the City limits.

(3) A minimum linear of three-thousand (3,000) feet shall be required between one CEVMS sign and any other CEVMS sign on the same side of the Interstate, measured linearly.

(4) CEVMS signs may not be located within 300 feet of any lot located in a residential district, measured from the sign face only in the direction the sign face is oriented.

(5) No more than one CEVMS display per each freestanding sign structure shall be permitted. Any double-faced billboard having back to back surface display areas will be permitted to install a traditional display behind the digital display to conceal structure.

(h) CEVMS sign support structures.

(1) CEVMS sign support structures may not exceed an overall height of 50 feet or 42.5 feet above the nearest point on the nearest travel surface of the nearest expressway, whichever is higher, except that no CEVMS sign may be higher than the conventional sign it replaced.

(2) Sign support structures and faces being converted to accommodate CEVMS signs may not be modified to change the angle of a sign face.

(3) Electrical service to sign support structures with CEVMS signs must be underground between the property line and the sign.

(i) Display.

(1) All CEVMS signs must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the sign. A digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.

(2) A CEVMS sign may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in foot-candles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.

(3) Before the issuance of a CEVMS sign permit, the applicant shall provide written certification from the sign manufacturer that:

(A) the light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and

(B) the light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.

(j) Change of message. Changes of message must comply with the following:

(1) Each message must be displayed for a minimum of eight seconds.

(2) Changes of message must be accomplished within two seconds.

(3) Changes of message must occur simultaneously on the entire sign face.

(4) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.

(k) Malfunction. CEVMS signs operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of sign malfunction, the digital display must freeze until the malfunction is remedied.

(l) Display of emergency information. The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display: Amber Alerts, Silver Alerts, information regarding terrorist attacks, natural disasters, and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.

(m) Public Service Announcements. Company shall permit city to place one public service announcement on each of the digital billboards for up to the equivalent time of eight-week period for each year; provided; however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards.

Public service announcements shall be limited to City-sponsored event announcements and non-commercial public service announcements. City shall be responsible for:

(i) Providing company with its public service announcements, which may be updated by City at any time and;

(ii) Any costs associated with providing company with the artwork in acceptable format.

The public service announcements must be submitted to the company at least five business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the City. In addition:

(i) Company shall provide use of the advertising space on the digital billboards, as reasonably necessary for emergency broadcasts, Amber Alerts and Silver Alerts and;

(ii) Company and city will work cooperatively and in good faith for city to place additional public service announcement, on a space availability bases on the advertising space of the digital billboards.

(n) Sunset. This section expires in eighteen (18) months from the date of adoption by the City Council, unless re-enacted with amendment before that date. The Planning Commission and City Council shall review this section before its expiration date."

SECTION 2. That Chapter 29, "Signs," of Article IV, "Building Permit Fee Components," of Code Section 29-70, "Permit Fee," is amended by adding a new Subsection 29-71, "Annual Registration Fee for an Off-Premise Digital Display Sign," to read as follows:

"29-71 Annual registration fee for an off-premise digital display sign. The annual registration fee for a permit for an off-premise digital display sign under Kyle Code of Ordinances, Section 29-71 is \$2,000 per digital sign face."

SECTION 3. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 4. That Chapter 29 of the Kyle City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of chapter 1 of the Kyle city Code, as amended.

SECTION 6. LIABILITY AND RESERVATION OF SOVEREIGN IMMUNITY. The provisions of this section shall not be construed as relieving or limiting in any way the responsibility or liability of any person erecting or owning any sign from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person, or such person's agents, employees or workers, in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions hereof. Nor shall it be construed as waiving sovereign immunity nor imposing upon the Town or its officers or employees, or the zoning commission any responsibility or liability by reason of the approval of any signs, materials, and devices herein.


SECTION 7. SEVERABILITY. If any provision of this code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this code which can be given effect without the invalid or unconstitutional provision or application.

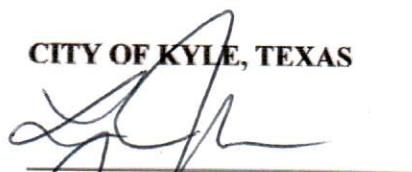
SECTION 8. EFFECTIVE DATE. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Kyle, and it is accordingly so ordained.

PASSED AND APPROVED on the 15th day of October, 2013.

PASSED AND FINALLY APPROVED on this the 6 day of November, 2013.

ATTEST:


Amelia Sanchez, City Secretary

CITY OF KYLE, TEXAS

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

General Discussion

Meeting Date: 4/21/2015
Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 4/21/2015
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*

- Update on Save Our Springs Lawsuit
- Charter Review Update

Other Information:

Legal Notes:

Budget Information:

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